McMillen Surveying, Inc.

444 Northwest Main Street
Williston, Florida, 32696
Office: 352 528-6277
info@mcsurveying.com

Date: 01/14/2026
Project Number: 2023-567
Parcel No: 05153-000-00
Plat Name: Headwater Commercial Park
Owner(s) Name: Brije LLC

Plat Committee Review Comments

North Florida Professional Services

1) The subject property has a Commercial Future Land Use Map Designation and a Neighborhood Commercial (C2) Zoning Designation. However, the application is stating the anticipated use for the subdivision is residential. It's understood that single-family residential is permitted in the C2 Zoning District at a density of one (1) dwelling unit per acre; however, the proposed name on the plat states it is a "Commercial" subdivision. This is misleading. The applicant should rename the subdivision to reflect the residential nature by removing any references to the subdivision being "Commercial". This was a mistake on my part. I have fixed the application to say commercial. This plat is intended to be commercial.

2) Section 50-557(18) requires demonstration of compliance with Section 50-582 of the LDC. This has not been provided. The existing conditions, topography, and FEMA designated Special Flood Hazard Areas do not line up with the lot configuration. Further, Lots 2 through 4 are primarily located within a FEMA designated Special Flood Hazard Area. The applicant must address how these areas will be mitigated. Typically, this is done via the correlating construction plan/engineering documents, including stormwater calculations, that are submitted at the time of preliminary plat. Without those documents, it is not possible to

determine if the preliminary plat meets the requirements established in Article VI or Section 50-557(18) of the Land Development Code. I would recommend that the construction plans be reviewed and approved along with the preliminary plat. I have contacted the engineer and he should be in contact about this comment soon.

3) The applicant must remove the dedication section from the preliminary plat. The dedications section has been removed

4) The applicant must provide the current Future Land Use Map and Zoning Designation on the preliminary plat. The future land use code has been added to note 3. As well as a future land use map has been attached to the application

5) The applicant must label all parcel that are not a part of the plat as "Not a Part of This Plat". All parcels not a part of this plat have been labeled "Not a part of this plat".

6) The applicant must demonstrate compliance with Section 50-557(19) of the LDC which requires any subdivision in excess of five acres in size and located within a six-mile radius of the cities of Chiefland and Williston will identify and preserve sinkhole locations. See note 6 on the plat.

Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Preliminary Plat Application

Required Documents

- [x] ~~12~~ 2 Copies of Preliminary Plat (3 signed and sealed)
- [x] Location Map/Aerial Image
- [x] Electronic version of Preliminary Plat
- [x] Recorded Deed
- [x] Concurrency Form
- [x] Agent Authorization

Owner(s) Name: Brije, LLC - Eric Wandersleben

Address: 3117 Cecilia Drive, Apopka, FL 32703

Phone: (407) 467-7481 Email: eric@brije.com

Agent Name: McMillen Surveying, Inc.

Address: 444 N.W. Main Street, Williston, Florida 32696

Phone: (352) 528-6277 Email: jobs@mcsurveying.com

Parcel ID Number(s)	Section/Township/Range	Acreage
05153-000-00	9-13-19	25

Total Acreage 25

Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
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Locational Description (Please attach copy of legal description or existing plat if property is a re-plat)

lying in the Southeast 1/4 of Section 9, Township 13 South, Range 19 East, Levy County, Florida, East of Highway 27 and West of County Line. ORB 1711, PG 353. see attached

Proposed Use of Property
Commercial

Number of Lots 10

Do you propose deed restrictions? ☐Yes ■No

What type of sewage disposal do you propose? Septic

List all proposed improvements, utilities and state your intention to install or post a guarantee prior to actual installation:
None applicable at this time

NOTE: Board of County Commissioners' approval of a preliminary plat shall expire after a period of eighteen (18) months, unless an extension is requested and granted by the BOCC, or unless a construction permit, if required is granted within the eighteen (18) month period and construction is performed continuously until completion with any break in construction lasting for no more than six (6) months.

I have read and understand the instructions and submission requirements stated in this application. Approval granted by said Commission in no way constitutes a waiver from any applicable Local, State, or Federal regulation.

I hereby certify that the information contained in this application and its supplements are true and correct, and that I am the legal owner or authorized agent of the above described property.

Owner/Agent Signature

10/29/25
Date

Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Staff Use Only

Fee Paid:_____

Parcel ID(s): _____

FLU:_____ Zoning: _____ Flood Zone: _____

Date of Planning Commission Meeting: _____

Proof of Mailings: ☐Yes Date:_____ ☐No

Proof of Site Posting: ☐Yes, Date:_____ ☐No

Ad Published: ☐Yes, Date_____ ☐No

Recommended: ☐Approval ☐Denial

Date of BOCC Meeting: _____

Proof of Mailings: ☐Yes Date:_____ ☐No

Proof of Site Posting: ☐Yes, Date:_____ ☐No

Ad Published: ☐Yes, Date_____ ☐No

☐Approved ☐Denied

Notes:

_____

_____

_____

_____

_____

_____

Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Concurrency Evaluation Application

Applicant Information

Applicant(s) Name McMillen Surveying, Inc.

Applicant Address 444 N.W. Main St. Williston, FL 32696

Applicant Phone (352)528-6277 Applicant Email jobs@mcsurveying.com

Owner Information

Owner(s) Name Brije, LLC - Eric Wandersleben, Title Manager

Owner Address 3117 Cecelia Dr. Apopka, FL 32703

Owner Phone (407)467-7481 Owner Email eric@brije.com

Project Information

Parcel ID 05153-000-00 Parcel ID

Parcel ID Parcel ID

Site Address 2450 N.E. 220th Ave and 21831 N.E. Hwy 27 Williston, FL 32696

Project Name Headwater Commercial Park

Current Use of Parcels Residential

Is Project Phased? ☐ Yes ☒ No (If yes, *complete the charts below for each phase*)

Residential

Type	Phase	Number of Units or Lots	Acres-Size	Beginning Date	Completion Date
Single-family detached		10	1-3		
Single-Family attached					
Multi-Family					
Condominium					
Other (Specify)					

Levy County Board of County Commission
Planning and Zoning Department
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Non Residential

Type(s) Specify	Phase	Sq. Footage	Acres-Size	Beginning Date	Completion Date

Statement of Impact on Levels of Service

Traffic

1. Identify any existing roads which provide direct access to the parcel(s) in proposed development. Indicate if roads are paved or unpaved.
   N.E. Highway 27 - Paved
   N.E. 220th Avenue - Paved
2. Provide the average daily and peak hour trips to be generated (by phase of development) using the trip generation rate(s) for the appropriate land use(s), as contained in the most recent edition of the ITE Trip Generation Manual. _____
3. Provide the existing traffic count for all paved road segments within 1/4 mile. **Submit the attached form** for completion or provide the information within a traffic study, if required.
4. **Projects generating equal to or greater than 200 average daily trips, or projects that will impact more than 5% of the maximum service volume for an impacted road segment, shall provide a traffic study examining all roadway segments wholly or partially within ½ mile of the project entrance/exits, or to the nearest intersecting roadway, whichever is greater.**

Levy County Board of County Commission
Planning and Zoning Department
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Potable Water

(Check applicable category and provide required information)

1. ☐ Water distribution and treatment provided by a municipality, special district or other entity
   Name of provider: _____ (Please provide a letter verifying capacity from the service provider for each development phase.)
2. ☐ Privately owned and operated potable water distribution system and treatment plant
   Name of Engineer/Firm responsible for design_____
   (Show capacity of system in gallons per day and amount of potable water use for project based on county's LOS of 150 gallons per capita per day.)
3. ☒ Individual wells (Please attach letter of verification that the proposed project is eligible for well permitting.)

Sanitary Sewer

(Check applicable category and provide required information)

1. ☐ Central sewage collection and treatment provided by municipality, special district or other entity
   Name of provider: _____ (Please provide a letter verifying capacity from the service provider for each development phase.)
2. ☐ Privately owned and operated package treatment plant
   Name of Engineer/Firm responsible for design_____
   (Show capacity of system in gallons per day and amount of use for project based on county's LOS of 100 gallons per capita per day.)
3. ☒ On-site sewage treatment and disposal system (Please attach a letter of verification that the project is eligible for a septic permit.)
4. Advanced secondary treatment on-site sewage treatment and disposal system
   Name of Engineer/Firm responsible for design_____
   (Show capacity of system in gallons per day.)

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Stormwater Management

Name of Water Management District with jurisdiction over project Southwest Florida Water Management District

Project Plans are exempt from water management district requirements ☐Yes ☐No (If yes, attach verification)

Date project plans have been submitted to Water Management District NOT APPLICABLE AT THIS TIME

Project plans been approved by water management district ☐Yes ☐No (If yes, attach ERP)

Solid Waste

1. Estimate the daily generation of solid waste
   a. Residential: # 10 units x 2.43 persons per household = 24.3 x 2.8 lbs. = 68.04
   b. Non-residential: Estimate based on the type and intensity of the specific use. (Attach documentation of the assumption and calculations in determining the estimated generation rate.)

Recreation

(Residential Only)

Determine recreation demand by using the following formulas *(residential use only)*

a) Public parks and recreation:

10 Residential units x 2.43 persons per households divided by 1,000 x 2acres = 0.049 acres of demand.

b) Open Space

10 Residential units x 2.43 persons per household divided by 1,000 x 100 acres = 2.43 acres of demand.

Itemize proposed recreational facilities and/or acreage to be provided by applicant, if any: NONE

List nearest Levy County or state owned park or recreational facility:

Levy County Owned - Blue Springs
Henry Beck Park

State Owned - Silver Springs State Park
Paynes Prairie Preserve State Park

Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Certification

The undersigned has read the above application and is familiar with the information submitted herein. It is agreed and understood that the undersigned will be held responsible for its accuracy.
Signatures of all owners or their agent are required on this form. Signatures by other than the owner(s) will be accepted with notarized proof of authorization by the owner(s).

[signature] 10/29/25

Owner/Agent Signature — Date

_____ _____

Owner/Agent Signature — Date

STATE OF FLORIDA COUNTY OF Levy County – The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29 day of October, 2025.

By: Kaila Howe (Printed Name of Individual Acknowledging) Individual identified by: ☒ Personal Knowledge ☐ Satisfactory Evidence:

Type: _____

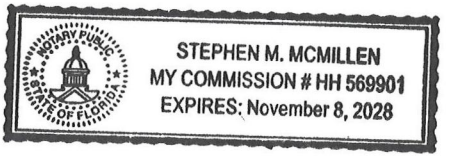
[signature]

Signature of Notary Public - State of Florida

Stephen M. McMillen

Printed Name of Notary Public or Stamp

Stamp:



Levy County Board of County Commission
Planning and Zoning Department
320 Mongo Street, Bronson, Florida, 32621
Office: 352.486.5203

Road Capacity Analysis

Date _____ Project Name _____

Applicant Name _____

County Roads

(To be completed by Levy County Road Department)

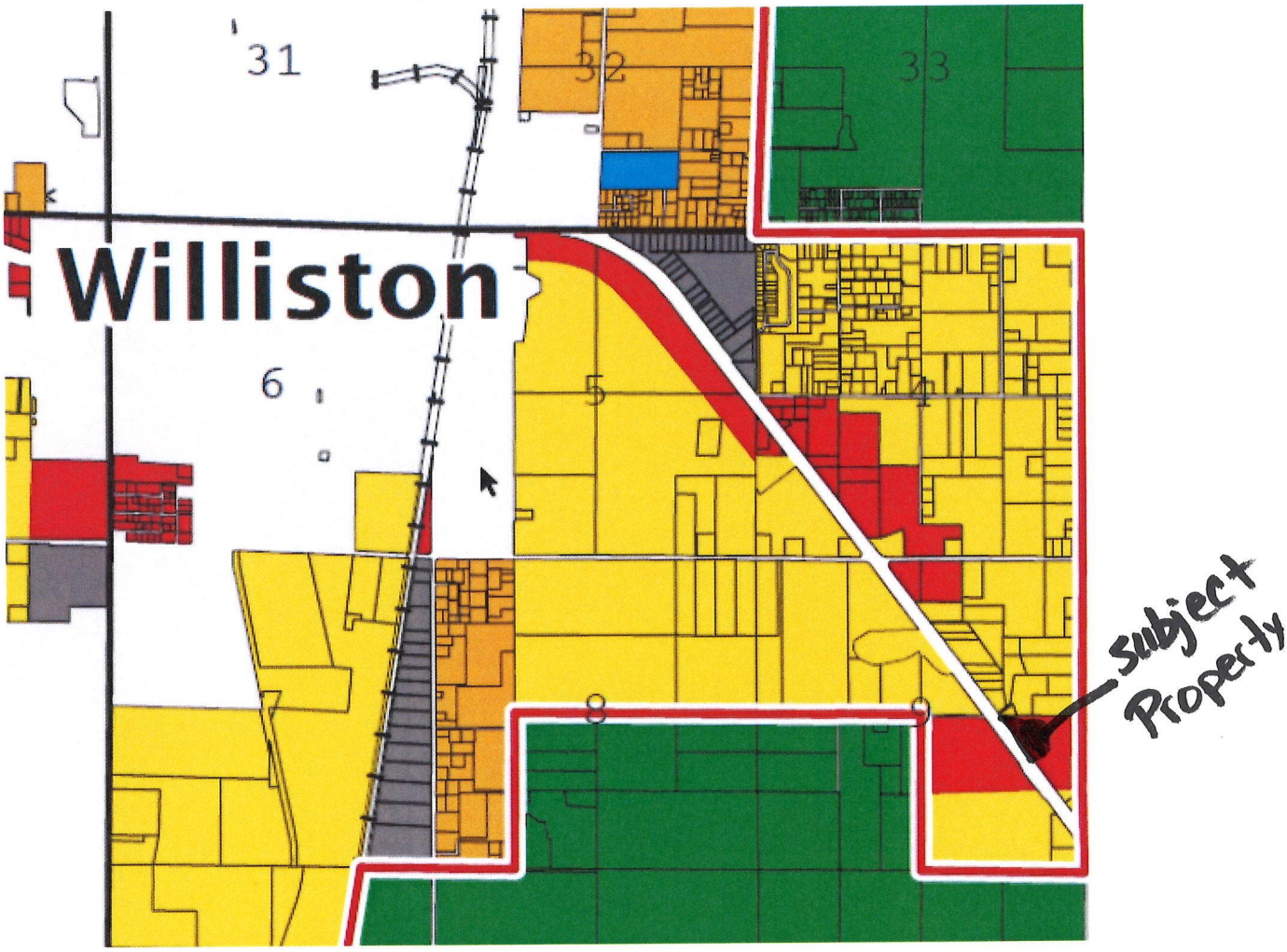
Roadway Segment	Daily Count	LOS Std.	ADT	Trips created by proposed project	Total Traffic	Maximum volume for LOS C	LOS with total impact from project
		C					
		C					
		C					
		C					

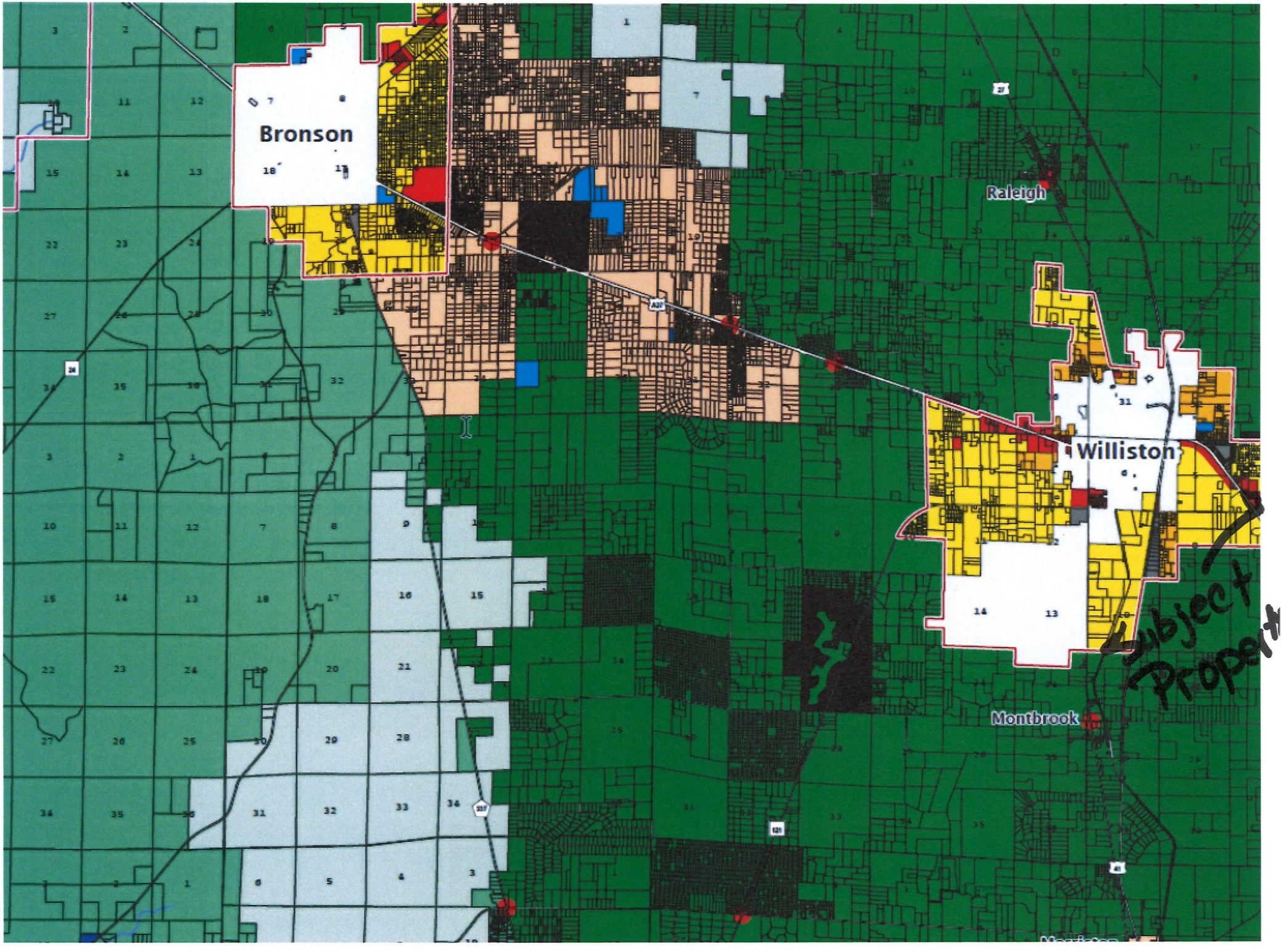
State Roads (see FDOT Annual report)

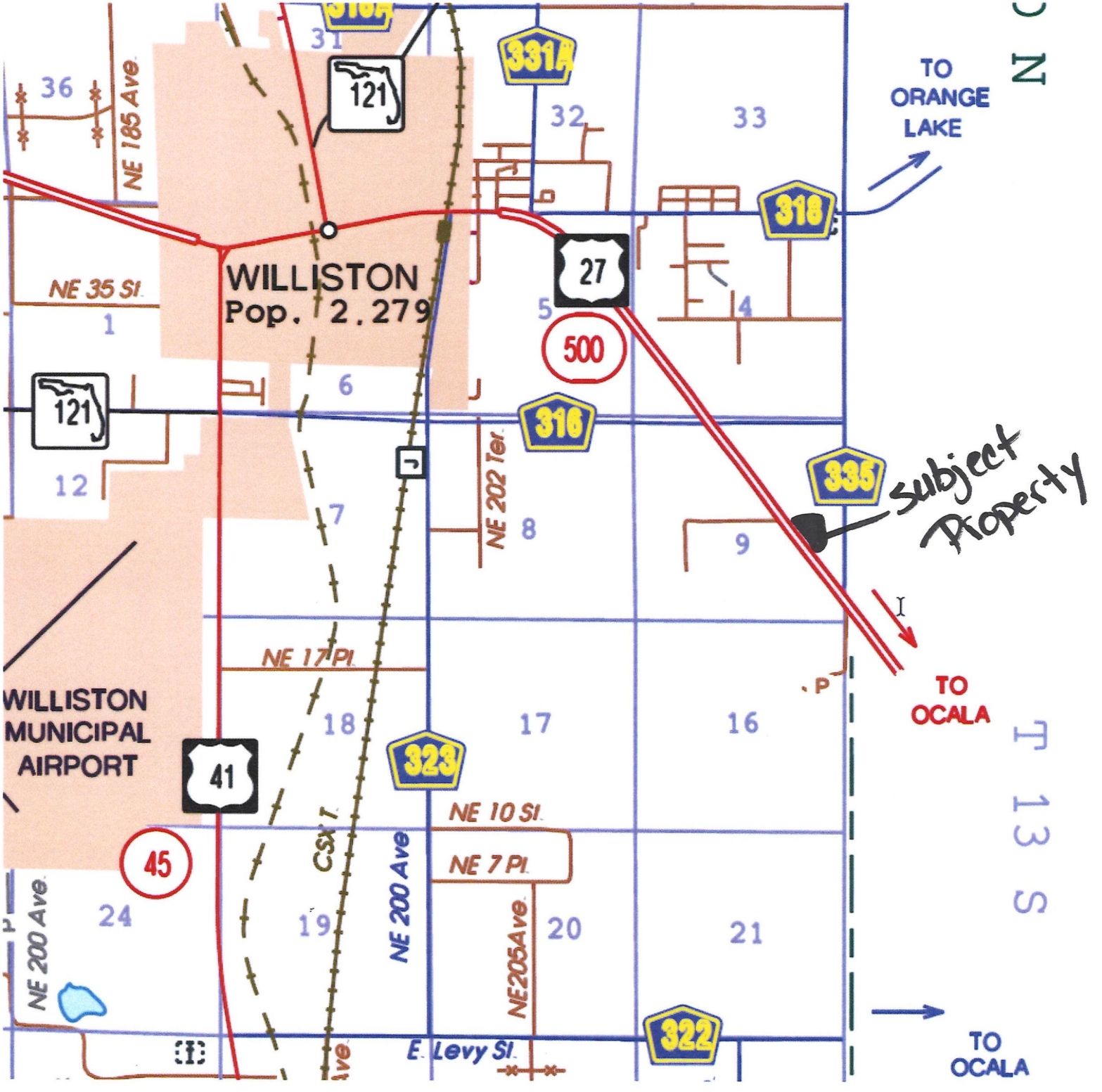
Roadway Segment	Average annual daily county	LOS Std.	ADT	Trips created by proposed project	Total Traffic	Maximum volume for LOS C	LOS with total impact from project

Does this project impact more than 5% of the maximum service volume for an impacted road segment?
☐Yes ☐No

NE HIGHWAY 27
NE HIGHWAY 27
NE 220TH AVE


31
32
33
Williston
6
5
4
8
9
Subject Property


Bronson
Raleigh
Williston
Montbrook
Subject Property


WILLISTON
Pop. 2,279
NE 35 St
NE 185 Ave
NE 202 Ter
NE 17 Pl
NE 10 St
NE 7 Pl
NE 200 Ave
NE205Ave
E Levy St
CSX T
WILLISTON MUNICIPAL AIRPORT
TO ORANGE LAKE
TO OCALA
TO OCALA
Subject Property
121
121
27
41
45
500
316
318
322
323
331
335
36
31
32
33
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evy County, FL

Hurricane Damage Form

ATTENTION: This is not for FEMA.

Hurricane Damage Form

Summary

ParcelID	0515300000
Location Address(es)	21831 NE HIGHWAY 27 2450 NE 220 AVE WILLISTON 32696-
Neighborhood	LAND NEAR MARION COUNTY (5.1)
Legal Description*	09-13-19 0025.27 ACRES TRACT IN SE1/4 EAST OF HWY & WEST OF COUNTY LINE OR BOOK 541 PAGE 132 OR BOOK 1711 PAGE 353 -LESS ADDN RD R/W OR BOOK 558 PAGE 889- (Note: *The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.)
LandUse	VACANT (0000)
SubdivisionName	N/A
Sec/Twp/Rng	09-13-19
Tax District	SW FLORIDA WT MG (District SW)
Millage Rate	13.7969
Acreage	25.27
Homestead	No
Ag Classification	No

View Map

Owner

Owner Name	Brije LLC 100%
Mailing Address	3117 CECELIA DR APOPKA, FL 32703

Trim Notice

Trim Notice (PDF)

Estimate Taxes

Estimate Taxes

Valuation

	2025 Final Value Summar
Building Value	$
Extra Features Value	$2,28
Market Land Value	$291,86
Ag Land Value	$291,86
Just (Market) Value	**$294,14**
Assessed Value	**$294,14**
Exempt Value	$
Taxable Value	**$294,14**
Save Our Homes Benefit	$
Previous Year Value	$594,94

Exemptions

Homestead	2nd Homestead	Widow/er	Disability	Seniors	Veterans	Other

Extra Features

Code Description	BLD	Length	Width	Height	Units
RES HK-UP	0	0	0	0	1

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
VAC LAND	0	0	25.27	AC	$291,868

Sale Date	Sale Price
10/30/2023	$675,000.00

Instrument Type: WD
Book: 1711
Page: 353
Qualification: Q
Vacant/Improved: I
Grantor: GILREATH JACQUELINE W
Grantee: BRIJE LLC

Map



lo data available for the following modules: Application for Catastrophic Event Tax Refund, Building Information, Building Sketch, Photos.

Levy County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 10/28/2025, 7:33:37 PM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

NATURE COAST
TITLE SERVICES INC

Order No.: 12717280
Customer Reference Number: 2025-1029
Nature Coast Title Services, Inc.
425 East Noble Ave
Williston, FL 32696
352-843-0506

Ownership and Encumbrance Report

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Levy County, Florida, ("Public Records"), from **11/03/2023, through 09/25/2025 5:00 PM** as to the following described real property lying and being in the aforesaid County, to-wit:

That part of the se 1/4 of section 9, township 13 south, range 19 east, lying east of highway U.S. 27 and west of county line Between levy and Marion Counties, less additional road right-of-way described in order of taking recorded in official records Book 558, Page 889, public records of Levy County, Florida.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Brije, LLC, a Florida limited liability company and, as disclosed in the Public Records, has been since November 03, 2023

The following liens against the said real property recorded in the aforesaid Public Records have been

found:

A. **Mortgage recorded in Official Records Book 1711, Page 355, together with Assignment of Mortgage Recorded in Official Records Book 1773, Page 450 and Modification Agreement recorded in Official Records Book 1739, Page 51**

NOTE: 2024 Real Property Taxes in the gross amount of $9,018.36 are Paid, under Tax I.D. No. 05153-000-00

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report .

Nature Coast Title Services



Amber D Beasley
License no: W918345

INSTR # 726825, OR BK: 1711 PG: 353, Recorded 11/3/2023 12:35 PM
Rec: $18.50 Deed Doc: $4,725.00 Danny J. Shipp,Clerk of the Circuit Court Levy FL Deputy Clerk MBASS1

Prepared By/Return to:
Katrina H. Dempsey, Esq.
Radson Dempsey, PA
501 East Fifth Avenue
Mount Dora, FL 32757
File No.: 23-00249

Parcel ID #: 05153-000-00

Warranty Deed

This Warranty Deed made effective the 2nd day of November, 2023, between **Jacqueline W. Gilreath, an unmarried widow of William A. Gilreath, by her Attorney-in-Fact, Charissa N. Gilreath** ("Grantor"), whose address is 107 Lakeview Drive, Saint Cloud, FL 34769, and **Brije, LLC, a Florida limited liability company** ("Grantee"), whose address is 3117 Cecelia Drive, Apopka, FL 32703.

For and in consideration of the sum of Ten & 00/100's Dollars ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Levy County, Florida, further described as follows:

THAT PART OF THE SE 1/4 OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LYING EAST OF HIGHWAY U.S. 27 AND WEST OF COUNTY LINE BETWEEN LEVY AND MARION COUNTIES, LESS ADDITIONAL ROAD RIGHT-OF-WAY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 558, PAGE 889, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

Unofficial Copy

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to taxes for the year 2023 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

Warranty Deed
Page Two

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

1st Witness Name: Colleen E. Campagna

Jacqueline W. Gilreath, by her Attorney-in-Fact, Charissa N. Gilreath

2nd Witness Name: Charla M. Chavers

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 30th day of October, 2023, by Jacqueline W. Gilreath, by her Attorney-in-Fact, Charissa N. Gilreath who physically appeared before me, who has produced _____ as identification and who did not take an oath.

CHARLA M. CHAVERS NOTARY PUBLIC MY COMMISSION EXPIRES 1-4-2026 STATE OF FLORIDA COMMISSION NUMBER HH 213525

Notary Public
My Commission Expires: 01/04/2026

Unofficial Copy

INSTR # 726826, OR BK: 1711 PG: 355, Recorded 11/3/2023 12:35 PM
Rec: $69.50 Mtg Doc: $1,653.75 Int Tax: $945.00 Danny J. Shipp,Clerk of the Circuit Court Levy FL Deputy Clerk MBASS1

Prepared By/Return To:
Katrina H. Dempsey, Esq.
Radson Dempsey, PA
501 East 5th Avenue
Mount Dora, FL 32757
Parcel Identification Number: 05153-000-00

Mortgage and Security Agreement

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $440,313.15, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAEE UNDER THE TERMS OF THE CORRESPONDING PROMISSORY NOTE AND/OR THIS MORTGAGE.

This Mortgage is made this 2nd day of November, 2023, by and between **Brije, LLC, a Florida limited liability company** (the "Mortgagor"), whose mailing address is 3385 Round Lake Rd , Zellwood, Fl 32798; and, **Jacqueline W. Gilreath and Charissa N. Gilreath, taking title as joint tenants with rights of survivorship**(the "Mortgagee"), whose address is P.O. Box 335, Williston, FL 32696.

Unofficial Copy

Recitals

Whereas, Mortgagor is indebted to Mortgagee in the principal sum of **FOUR HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($472,500.00)**, together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on or before **November 2, 2028** (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein.

Now, Therefore, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interest, and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions, and modifications thereof and for and in consideration of the sum of Ten ($10.00) Dollars, Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and, where applicable grant a security interest in:

The Mortgaged Property

A. All of the land in the County of Levy, State of Florida, described below:

THAT PART OF THE SE 1/4 OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LYING EAST OF HIGHWAY U.S. 27 AND WEST OF COUNTY LINE BETWEEN LEVY AND MARION COUNTIES, LESS ADDITIONAL ROAD RIGHT-OF-WAY DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 558, PAGE 889, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA.

To have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every

tenements, hereditament, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

B. Together with a security interest in all personal property, excluding household goods which are not purchased with the proceeds of the Note, and fixtures affixed to or located on the property described in the paragraph A above.

C. Together with all rents, leases, issues, profits, revenue, income proceeds, and other benefits from the property described in paragraph A hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable, but not in advance thereof.

D. All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs A, B and C hereof.

E. Everything referred to in paragraphs A, B, C, and D hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property"

Provided Always, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein and in all other instruments securing the Note, including renewals, extensions or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title**. Mortgagor shall comply with all provisions of the Note, this Mortgage and every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances except as noted in the legal description above, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagor may peaceably and quietly enjoy the Mortgaged Property, and that Mortgagor will defend the Mortgaged Property against all claims of all persons whomsoever, and that Mortgagor so warrants.

2. **Payment of Taxes and Liens**. Mortgagor shall pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

Unofficial Copy

3. **Insurance**. Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amounts and for such periods as may be required by Mortgagee, which shall not be less than the full insurable value. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be endorsed to include Mortgagee as an additional insured, contain cross-liability and severability of interest endorsements, and be in a form acceptable to Mortgagee. Certificates of Insurance shall specify the additional insured status mentioned above as well as the waiver of subrogation. Such Certificates of Insurance shall state that Mortgagee will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Mortgagor shall provide to Mortgagee a certified copy of any and all applicable insurance policies upon request of Mortgagee. Timely renewal certificates will be provided to Mortgagee as the coverage renews.

In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy.

In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. **Condemnation**. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property**. Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage, or impairment of or occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time.

6. **Mortgagee's Right to Make Certain Payments**. In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities and obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the default rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses**. Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees whether incurred at trial or appellate level, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the default rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. **After Acquired Property**. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. **Additional Documents**. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in- fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

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10. **Event of Default**. Any one of the following shall constitute an event of default:

a. Failure by Mortgagor to pay by the due date any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

b. Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of thirty (30) days after Mortgagee gives written notice specifying the breach.

c. If Mortgagor: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

d. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

e. The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

11. **Acceleration**. If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

12. **Remedies After Default**. Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceedings or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues,

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profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

13. **No Waiver**. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

14. **Non-Exclusive Remedies**. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

15. **Successors and Assigns Bound**. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

16. **Miscellaneous**. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and, in the Note, and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

17. **Attorney's Fees**. The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, or bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), or any anticipated post- judgment collection services.

18. **Future Advances**. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within fifteen years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the default rate, as hereafter defined.

19 **Obligation of Mortgagor**. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

20. **No Transfer**. It is understood and agreed by Mortgagor that as part of the inducement

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to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. For purposes of this provision, the term "transfer" shall include any transfer by devise, descent or by operation of law. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

21. **Default Rate.** The default rate shall be the highest rate permitted by applicable law.

22. **Changes to Mortgage**. All changes, alterations, deletions, or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

23. **Hazardous Substances**. Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Mortgaged Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Mortgaged Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Mortgaged Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Mortgaged Property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Mortgaged Property and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Mortgaged Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Mortgaged Property is located that relate to health, safety or environmental protection.

24. **Notices.** All notices given by Mortgagor or Mortgagee in connection with this Mortgage must be in writing. Any notice to Mortgagor in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by first class mail or when actually delivered to Mortgagor's respective notice address if sent by other means. The notice address shall be the address noted above, unless Mortgagor has designated a substitute notice address by notice to Mortgagee. Mortgagor shall promptly notify Mortgagee of Mortgagor's respective change of address. If Mortgagee specifies a procedure for reporting Mortgagor's change of address, then Mortgagor shall only report their respective change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to Mortgagee shall be given by delivering it or by mailing it by first class mail to Mortgagee's address stated herein unless Mortgagee has designated another address by notice

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to Mortgagor. Any notice in connection with this Mortgage shall not be deemed to have been given to Mortgagee until actually received by Mortgagee.

25. **Jury Trial Waiver.** Mortgagor hereby waives any right to a trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or Note.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $440,313.15, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAEE UNDER THE TERMS OF THE CORRESPONDING PROMISSORY NOTE AND/OR THIS MORTGAGE.

In Witness Whereof, this instrument has been executed on the date first above written.

Signed, sealed and delivered in the presence of:

Brije, LLC, a Florida limited liability company

Witness: Charla M. Chavers

By: _____
Eric W. Wandersleben, Manager

Witness: Colleen E. Capagnari

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 31st day of October, 2023, by Eric W. Wandersleben, as the Manager of and on behalf of Brije, LLC, a Florida limited liability company, who appeared physically before me, who is personally known to me and who did take an oath.

(Seal)

CHARLA M. CHAVERS NOTARY PUBLIC MY COMMISSION EXPIRES 1-4-2026 STATE OF FLORIDA COMMISSION NUMBER HH 213525

Notary Public
My Commission Expires: 01/04/2026

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STK # 747224, OR BK: 1773 PG: 450, Recorded 2/13/2025 1:37 PM
c: $10.00 Matt Brooks,Clerk of the Circuit Court Levy FL Deputy Clerk MBASS1

Prepared By/Return To:
Katrina H. Dempsey, Esq.
Radson Dempsey, P.A.
501 East Fifth Avenue
Mount Dora, Florida 32757

Assignment Of Mortgage

Unofficial Copy

Jacqueline W. Gilreath, individually, by her Attorney in Fact, Charissa N. Gilreath; and, Charissa N. Gilreath, individually (jointly hereinafter the "Assignor") in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, received from **Charissa N. Gilreath, as the Successor Trustee of the William A. Gilreath Revocable Trust Agreement dated August 30, 2002** ("Assignee"), whose address is 107 Lakeview Drive, Saint Cloud, Florida 34769, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and transfer to Assignee and Assignee's heirs, legal representatives, successors, and assigns forever that certain mortgage, dated November 2, 2023, made by Brije, LLC, and recorded November 3, 2023, in Official Records Book 1711, Page 355, as modified by Mortgage Modification dated June 2, 2024 and recorded on June 11, 2024, in Official Records Book 1739, Page 515, all in the Public Records of Levy County, Florida (hereinafter referred to as the "Mortgage"), which Mortgage encumbers lands and property located in Levy County, Florida, being the same lands and property as described in the Mortgage, together with the promissory note and obligations described in the Mortgage, and the money due and to become due thereon, with interest from the 14th day of January, 2025.

Now Whereof, Assignor has executed and delivered this Assignment this 14th day of January, 2025.

Assignor:

Jacqueline W. Gilreath, by her
Attorney in Fact, Charissa N. Gilreath

Charissa N. Gilreath

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 14th day of January, 2025, by **Jacqueline W. Gilreath, individually, by her Attorney in Fact, Charissa N. Gilreath; and, Charissa N. Gilreath, individually**, by means of __X__ physical presence or _____ online notarization, who ____ is personally known to me or who X produced a Florida Driver License or N/A as identification and who did not take an oath.

Notary Public
My Commission Expires: 10/9/2028

GABRIELLE VELEZ
Notary Public
State of Florida
Comm# HH602034
Expires 10/9/2028

INSTR # 736416, OR BK: 1739 PG: 515, Recorded 6/11/2024 12:05 PM
Rec: $35.50 Danny J. Shipp,Clerk of the Circuit Court Levy FL Deputy Clerk Katie

Prepared by/Return To:
Katrina H. Dempsey, Esq.
Radson Dempsey, PA
501 East Fifth Avenue
Mount Dora, FL 32757
File No. 23-00249

Note and Mortgage Modification Agreement

This Agreement, made effective the 2nd day of June, 2024, by and between **Brije, LLC, a Florida limited liability company** (referred to as "Mortgagor"), whose address is 3117 Cecelia Drive, Apopka, FL 32703, and **Jacqueline W. Gilreath and Charissa N. Gilreath, taking title as joint tenants with rights of survivorship** ("Mortgagee"), whose address is PO Box 335, Williston, FL 32696.

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Recitals

Whereas, Mortgagee is the owner and holder of that certain mortgage, dated November 2, 2023, and recorded November 3, 2023, in Official Records Book 1711, Page 355, Public Records of Levy County, Florida ("Mortgage"), which secures debt, as evidenced by a promissory note, dated November 2, 2023, in the original principal amount of $472,500.00 (the "Note"). Mortgage encumbers property more particularly described in the Mortgage.

Whereas, Mortgagor, the owner in fee simple of all the property subject to the Mortgage, has agreed with the Mortgagee, pursuant to the terms of the Note and Mortgage, to modify the Note and Mortgage as hereinafter set forth.

Now Therefore, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum to Ten Dollars ($10.00), each to the other in hand paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **Recitals**. All of the Recitals hereinabove set forth are by reference incorporated in and specifically made a part of this Agreement as fully as if set forth herein verbatim.

2. **Current Balance.** Simultaneously herewith, Mortgagor has made a $150,000.00 principal reduction payment thereby leaving the present unpaid principal balance of the Note at $319,157.56, free of defenses, setoffs, and/or counterclaims.

3. **Note and Mortgage Modified.** The Note and Mortgage are hereby modified as follows:

The principal balance of $319,157.56 together with interest at the rate of 6.00% per annum shall be due and payable in equal monthly installments of principal and interest in the amount of **$2,000.00**, commencing the **2nd day of July, 2024**, and on the **2nd day of every month thereafter.** If not sooner paid, the entire principal balance together with all accrued interest, if any, and any other sums due under this Note shall be due and

payable in full on **November 2, 2028, which is the "Maturity Date".** The terms herein are by this reference incorporated in the Note, and continue to be secured by the Mortgage.

As all buildings/structures have been removed from the Property and it is now vacant land, and in consideration of the $150,000.00 principal reduction payment, Paragraphs 3 and 5, of the underlying Mortgage are hereby deleted in their entirety, and Mortgagor shall have no further restrictions or requirements imposed by Mortgagee or by the underlying Note and Mortgage as to the development of the property secured by the Mortgage, including, but not limited to, improvements to the Property and/or the installation of roads and infrastructure to Property.

4. **Mortgage Modified.** Mortgagor and Mortgagee agree that the Mortgage is hereby modified to continue to describe the Note, as modified, as an obligation secured thereby.

5. **Reaffirmation.** Mortgagor hereby reaffirms all of the obligations set forth in the Mortgage and agrees to perform each and every covenant, agreement and obligation in the Note and Mortgage, as modified, and be bound by each and every term and provision of the Note and Mortgage, as modified.

6. **Lien.** All of the property described in the Mortgage shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing herein contained or done shall affect the lien, charge, or encumbrance affected by the Mortgage, or the priority thereof over any other liens, charges, encumbrances or conveyances.

7. **No Impairment.** Nothing herein invalidates or shall impair or release any covenant, conditions, agreement or stipulation in the Mortgage and the same, except as herein modified, shall continue in full force and effect.

8. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators and assigns, or successors and assigns of this respective parties hereto.

9. **Jury Trial Waiver.** Mortgagor hereby waives any right to a trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to the Mortgage or Note, as modified.

10. **Expenses.** Mortgagor agrees to be liable for the full amount of any documentary stamp tax, intangible tax, interest and penalties, if any, levied by the State of Florida in connection with the execution and delivery of this Agreement, or performance of any obligations hereunder, as well as all attorney's fees and cost incurred by Mortgagee in connection with the preparation, execution, and public recordation of this Agreement. If such expenses are not properly paid by Mortgagor when levied by the State of Florida or requested by Mortgagee, Mortgagee shall have the right, but not the obligation, to pay such expenses. All such expenses paid by Mortgagee shall be secured by the lien of the Mortgage as if such expenses were principal. If Mortgagor fails or refuses to reimburse Mortgagee in full for such expenses within ten (10) days after receiving written notice from Mortgagee that the same were paid, then such failure or refusal shall constitute a default under the Note and Mortgage, as modified.

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In Witness Whereof, this Agreement has been duly executed by the parties hereto the day and year first above written.

Witnesses:

Mortgagor: Brije, LLC, a Florida limited Liability company

By: _____
Eric W. Wandersleben, Manager

1st Witness Name: Charle M. Chargo
1st Witness Address: 501 East 5th Ave, Mt Dora, FL 32757

2nd Witness Name: Colleen E. Campagnari
2nd Witness Address: 501 E Fifth Ave, Mt Dora, FL 32757

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 29th day of May, 2024, by Eric W. Wandersleben, by means of ✓ physical presence or ____ online notarization, who ✓ is personally known to me or who ____ produced a Florida Driver License or _____ as identification and who did not take an oath.

Notary Public
My Commission Expires: June 12, 2026

COLLEEN E. CAMPAGNARI
Commission # HH 255216
Expires June 12, 2026

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Witnesses:

Mortgagee:

1st Witness Name: LORENA FREYN
1st Witness Address: 425 NE 3rd ave Williston

2nd Witness Name: MARC J POMPEO
2nd Witness Address: 147 N. MAIN ST, WILLISTON

Jacqueline W. Gilreath

1st Witness Name: LORENA FREYN
1st Witness Address: 489 NE 3rd. ave Williston

2nd Witness Name: MARC J. POMPEO
2nd Witness Address: 147 N. MAIN ST, WILLISTON

Charissa N. Gilreath

Unofficial Copy

State of Florida
County of LEVY

The foregoing instrument was acknowledged before me this 30 day of MAY, 2024, by Jacqueline W. Gilreath, by means of ✓ physical presence or _____ online notarization, who ✓ is personally known to me or who ____ produced a Florida Driver License or _____ as identification and who did not take an oath.

Marc J. Pompeo
Notary Public
State of Florida
Comm# HH100796
Expires 3/4/2025

Notary Public
My Commission Expires: 3-4-2025

State of Florida
County of LEVY

The foregoing instrument was acknowledged before me this 30 day of MAY, 2024, by Charissa N. Gilreath, by means of ✓ physical presence or _____ online notarization, who ✓ is personally known to me or who ____ produced a Florida Driver License or _____ as identification and who did not take an oath.

Marc J. Pompeo
Notary Public
State of Florida
Comm# HH100796
Expires 3/4/2025

Notary Public
My Commission Expires: 3-4-2025

Detail by Entity Name

Florida Limited Liability Company
BRIJE, LLC

Filing Information

Document Number	L19000096570
FEI/EIN Number	83-4410688
Date Filed	04/08/2019
Effective Date	04/08/2019
State	FL
Status	ACTIVE

Principal Address

3117 Cecelia Drive
Apopka, FL 32703

Changed: 11/07/2023

Mailing Address

3117 Cecelia Drive
Apopka, FL 32703

Changed: 11/07/2023

Registered Agent Name & Address

WANDERSLEBEN, ERIC
3117 Cecelia Drive
Apopka, FL 32703

Address Changed: 01/29/2024

Authorized Person(s) Detail

Name & Address

Title Manager

Wandersleben, Eric W
3117 Cecelia Drive
Apopka, FL 32703

Title Manager

PEREZ, ADAM
14791 SE 60th
Morriston, FL 32668

Annual Reports

Report Year	Filed Date
2023	01/27/2023
2024	01/29/2024
2025	04/04/2025

Document Images

04/04/2025 -- ANNUAL REPORT	View image in PDF format
01/29/2024 -- ANNUAL REPORT	View image in PDF format
01/27/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
02/17/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- Florida Limited Liability	View image in PDF format

McMillen Surveying, Inc.
444 Northwest Main Street
Williston, Florida, 32696
Office: 352 528-6277

October ___, 2025

State of Florida
County of Levy

I, Eric Wandersleben, hereby give McMillen Surveying, Inc. the authority to act as my Authorized Agent to facilitate the **Platting Process** upon "Headwater Commercial Park" on the following parcel lying in Section 9, Township 13 South, Range 19 East, Levy County, Florida:

Parcel ID# 05153-000-00.

Brije MGR Date: 10/22/2025

Notary Public, State of North Carolina
At Large

My Commission Expires: 11/28/2028

Sarah McCollum
NOTARY PUBLIC
Wilkes County, NC
My Commission Expires November 28, 2028