

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY

DESOTO COUNTY

Petitioner,

vs.

CASE NO. SM-CE 24-0942

GANSKE JAMES

Respondents,

TO: GANSKE JAMES
6556 SW MIAMI AVE
ARCADIA FL 34266

RE: 6556 SW MIAMI AVE, ARCADIA FL 34266

NOTICE OF MANDATORY HEARING

1. You are hereby notified that the DeSoto County Development Department has filed an Affidavit of Violation (copy attached) against you for violation of DeSoto County Land Development Regulations, as shown on the Affidavit of Violation.
2. The Special Master hearing has been set for **April 22, 2025 at 11:00 am** or as soon thereafter as this case may be heard, in Room 103, First Floor of the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida 34266.
3. If you have cleared the violation by the time stated in the Affidavit of Violation AND have received written notification from the Director of the Department that all the violations have been cleared, the hearing will be canceled and you will not be required to appear.
4. **IT IS YOUR RESPONSIBILITY TO CONTACT THE DESOTO COUNTY CODE ENFORCEMENT DIVISION TO ARRANGE FOR A REINSPECTION OF THE PROPERTY IN ORDER TO VERIFY THAT THE VIOLATIONS HAVE BEEN CORRECTED AND THAT THE PROPERTY HAS BEEN BROUGHT IN TO COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE DESOTO COUNTY LAND DEVELOPMENT REGULATIONS.**
5. Otherwise, you must be present at this hearing to avoid an order being entered against you solely on the evidence to be presented by the petitioner **AND A LIEN BEING RECORDED AGAINST YOUR PROPERTY.** Violations may be fined at the rate of \$250.00 per day of violation.
6. **If the Affidavit of Violation charges you with a Repeat Violation, the matter may be presented to the Special Master even if the repeat violation has been corrected prior to the hearing.** If a violation is found to be a repeat violation, the Special Master may increase the fine to \$500.00 for each day of the repeat violation.
7. In addition to any fines, the amount of the lien may include the costs incurred in prosecuting the case pursuant to Section 162.07(2), F.S., and the reasonable costs which are required to bring the property into compliance pursuant to Section 162.09(1), F.S.
8. If you have witnesses or other evidence bearing on this matter, you should bring them with you at the time of the hearing.
9. If you wish to have witnesses subpoenaed, see the Clerk at once at the DeSoto County Administration Building, 201 East Oak Street, Arcadia, Florida, for assistance.
10. If you wish, you may file an answer denying the allegations of the Affidavit of Violation or alleging substantial facts which would constitute an affirmative defense. Failure to answer shall constitute a denial of the allegations of the Affidavit of violation but shall bar the presentation of evidence of an affirmative defense.
11. If you decide to appeal any decision made by the Special Master, you will need a record of the proceedings, and, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
12. You may come with or without an attorney.

Dated at Arcadia, DeSoto County, Florida, this _____ day of _____ 2025.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of this notice was mailed to the above Respondent as addressed by: (check one that applies) _____ Certified Mail, Return Receipt Requested/ or _____ Regular U.S Mail on this _____ day of _____, 2025.

Valerie Vicente, County Attorney
Florida Bar Number 71010
201 East Oak Street, Suite 201
Arcadia, Florida 34266

Certified Mailing Number: 9589071052700462268939

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY

DESOTO COUNTY

Petitioner,

vs.

CASE NO. SM-CE 24-0942

GANSKE JAMES

Respondents,

AFFIDAVIT OF VIOLATION
(LDR Sect. 20-1581(b))

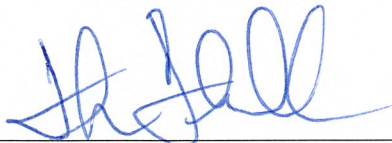
STATE OF FLORIDA)
COUNTY OF DESOTO)

Before me, the undersigned authority authorized to administer oaths, personally appeared the undersigned Code Enforcement Officer, who, being first duly sworn, deposes and says the following is true to the best of his/her information and belief:

TO: GANSKE JAMES, 6556 SW MIAMI AVE, ARCADIA FL 34266.

1. An inspection on February 20, 2025, Code Enforcement Officer visited your property located at 6556 SW MIAMI AVE, ARCADIA FL 34266 described and zoned as: RM

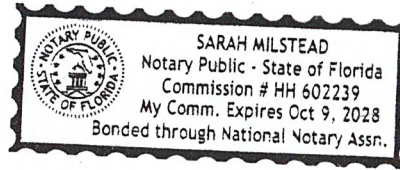
DeSoto County Tax Parcel Number #35-38-24-0116-0570-0080 more particularly described by deed or instrument number #201914001687 of the Official Records of DeSoto County, Florida.
2. **The inspection resulted in the findings that the property is: Parking and Storage of Certain Vehicles and Trailers.**
3. These are direct violation of DeSoto County Land Development Regulations: LDR Sec. 20-97 (b), copies of which are attached hereto.
4. You were previously notified of these violation(s) of the DeSoto County Land Development Regulations by a notice dated November 14, 2024 and served by certified receipt requested/posting.
5. You are hereby notified that you must clear the violation(s): Please contact our office with proof of permit/exception for the development activity being conducted on your property, or obtain the required permits , Remove the unauthorized travel trailer for the property. Please contact our office to get this issue resolved 863-491-6165.
6. Your failure to comply with the terms of this Notice will result in this matter being heard before a Special Master of DeSoto County at the time and place shown on the attached Notice of Mandatory Hearing. Correction delayed until immediately prior to the hearing will not result in cancellation of this hearing. If you fail to correct the violation or if the violation is corrected and recurs, the case may be presented to the Special Master even if the violation has been corrected prior to the hearing.



Thomas Turnbull
Code Enforcement Officer
201 E. Oak Street
Arcadia, Florida 34266

Sworn to and subscribed before me this 3rd day of March, 2025 Affiant is personally known to me.

Sarah
Notary Public



Code Enforcement Case: CE-24-0942

Entered on: 11/12/2024 12:39 PM

Printed on: 03/03/2025

Topic: Occupied Vehicle / RV

Status: Open - Turn in for SM

Due Date: 03/07/25

Assigned To: Thomas Turnbull

Initiated by: Citizen

Area #: RM

Hearing Date: 04/22/2025

Hearing Time: 11:00am

SM Case No: 24-0942

Permit

Permit #: Business name: License #:

Property Location

Occupant Name:

Address: 6556 SW MIAMI AVE , 34266

Phone:

Cell #:

APN : 35-38-24-0116-0570-0080

Owner Information

Owner Name: GANSKE JAMES

Address: 5793 SW HWY 17

ARCADIA, FL 34266

Phone:

Cell #:

Actions

Action	By	Date	Time	Note/Observation
Complaint	Thomas Turnbull	11/08/2024	10:37 am	Request 4821-JANNETT CARDNAS - There are two travel trailers with people living in them.
Inspection / Site Visit	Thomas Turnbull	11/12/2024	9:55 am	They have parked and living in two RV trailers on the property. Also, they put in a driveway without a permit. Took photos.
Inspection / Site Visit	Thomas Turnbull	11/13/2024	8:58 am	I found the right property, still in violation. Took photo.
Notice of Violation	Thomas Turnbull	11/14/2024	8:00 am	> Inspection Time:8:58 am, Send to (Owner - Cert no=9589071052700462267857), Extra days(0)
Mail and Post Notice to Correct Violation	Thomas Turnbull	11/14/2024	8:48 am	Posted the N2C and mail out the letter, took photos.
Inspection / Site Visit	Thomas Turnbull	11/25/2024	9:32 am	The two RV trailers are still on the property. Someone has pushed the rocks out of the right of way. They will not need a driveway permit. Took photos. Still in violation.
Inspection / Site Visit	Thomas Turnbull	12/09/2024	10:04 am	They are still in violation, will turn into special master hearing, took photos.
Return Receipt Received	Sarah Milstead	01/23/2025	1:36 pm	Green card received back into office.
Inspection / Site Visit	Thomas Turnbull	01/31/2025	3:17 pm	The RV trailers are still on the property, took photos.
Inspection / Site Visit	Thomas Turnbull	02/20/2025	10:17 am	They RV trailers and still on the property, took photos.
Submitted for Special Master Review and approval	Thomas Turnbull	02/27/2025	2:52 pm	Turn into be review for special master hearing.
Reviewed and approved for Special Master Herring Submittal	Jorge Hernandez	03/03/2025	1:00 pm	Please prepare an affidavit of violation and Notice of Mandatory Hearing for the April 22, 2025, Special Master Hearing
Reviewed and approved for Special Master Herring Submittal	Jorge Hernandez	03/03/2025	1:04 pm	Please prepare an affidavit of violation and Notice of Mandatory Hearing for the April 22, 2025, Special Master Hearing
SM Affidavit of Violation	Thomas Turnbull	03/03/2025	1:19 pm	> Instrument No:201914001687,

Notice of Mandatory Hearing	Thomas Turnbull	03/03/2025 1:24 pm	Send to (Owner - Cert no=9589071052700462268939)
Proof of Posting	Thomas Turnbull	03/03/2025 1:28 pm	Send to (Owner - Cert no=9589071052700462268939)

Violations			
#	Violation Type	Due Date	Status Closed Date
	LDR Sec. 20-1342 - Development Permit Required		Open
1	Corrections Required:Please contact our office with proof of permit/exception for the development activity being conducted on your property, or obtain the required permits		
	LDR Sec. 20-97 (b) - Parking and Storage of Certain Vehicles and Trailers		Open
2	Corrections Required:Remove the unauthorized travel trailer for the property		

Additional Addresses	
Address Type:Complainant	
Name:JANNETT CARDNAS	
Address:6720 SW MIAMI AVE	
ARCADIA, FL 34266	
Phone:(863) 202-9140 Cell #:(863) 202-9140	

Inspection Notes

Date: Time:

Findings:

CODE ENFORCEMENT CASE

CASE NUMBER: 0

Name GANSKE JAMES
Property Address 6556 SW MIAMI AVE
Zoning RM
Violation (1) LDR 20-97(b) PARKING AND STORAGE
Violation (2) 0

CASE NOTES

11/8/2024 COMPLAINT RECEIVED
11/12/2024 SITE VIST IN VIOLATION TOOK PHOTOS
11/13/2024 SITE VIST IN VIOLATION TOOK PHOTOS
11/14/2024 POSTED N2C & TOOK PHOTOS
11/25/2024 SITE VIST IN VIOLATION TOOK PHOTOS
12/9/2024 SITE VIST IN VIOLATION TOOK PHOTOS
1/31/2025 SITE VIST IN VIOLATION TOOK PHOTOS
2/20/2025 SITE VIST IN VIOLATION TOOK PHOTOS
2/27/2025 TURN INTO BE REVIEW

Special Master Order

_____ Violation founded _____ Owner Present _____
Correct violations within ____ days of date of hearing
C & D for two years: __ Yes __ No.
\$ _____ Fine per day, per violation.
Cost of \$ _____ to be paid in _____ days.

CODE ENFORCEMENT COST BREAKDOWN

COPY	Number of copy @ \$.15 per copy	32	\$	4.80
SERVICE	Number of Certified letters @ \$6.11 per letter	1	\$	9.64
LEGAL SERVICE	Number of Certified letters @ \$6.31 per letter	1	\$	9.64
TOTAL			\$	24.08

X	PROPERTY CARD
X	TAX RECORD
X	DEED

1/23/2025	N2C GREEN CARD RETURN DATE	Accepted	Rejected
	HEARING GREEN CARD RETURN DATE		X

DeSoto County Property Appraiser

David A. Williams, CFA

2024 Certified Values

updated: 2/27/2025

Parcel: 35-38-24-0116-0570-0080 (14134)

Owner & Property Info

Result: 2 of 4

Owner	GANSKE JAMES 5793 SW HWY 17 ARCADIA, FL 34266		
Site	6556 SW MIAMI AVE, ARCADIA		
Description*	FLORACADIA LOT 8 BLK 57 INST:201314003544 INST:201914000160 INST:201914001687		
Area	0.151 AC	S/T/R	35-38-24
Use Code**	VACANT (0000)	Tax District	7

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2023 Certified Values		2024 Certified Values	
Mkt Land	\$6,500	Mkt Land	\$8,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$6,500	Just	\$8,000
Class	\$0	Class	\$0
Appraised	\$6,500	Appraised	\$8,000
SOH/10% Cap	\$3,475	SOH/10% Cap	\$4,673
Assessed	\$6,500	Assessed	\$8,000
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$3,025 other:\$3,025 school:\$6,500	Total Taxable	county:\$3,327 other:\$3,327 school:\$8,000

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Show Similar Sales within 1/2 mile

Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
2/1/2019	\$2,242	201914001687	AG	V	U	12
10/24/2018	\$100	201914000160	WD	V	U	11
7/10/2013	\$1,600	201314003544	TX	V	U	11
8/31/2006	\$258,800	590 / 1450	WD	V	Q	
1/30/2005	\$68,000	558 / 716	WD	I	U	
7/9/2003	\$3,900	536 / 410	TD	V	U	

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value	* Zoning
0000	VAC RES (MKT)	1.000 LT (0.151 AC)	1.0000/1.0000 1.0000/ /	\$8,000 /LT	\$8,000	RM

* The Property Appraiser's Office is NOT responsible for the zoning codes. For more information about Zoning, please contact the appropriate Planning & Zoning office for your area. City of Arcadia office: 863-494-4114 -or- DeSoto County office: 863-993-4806

Search Result: 2 of 4

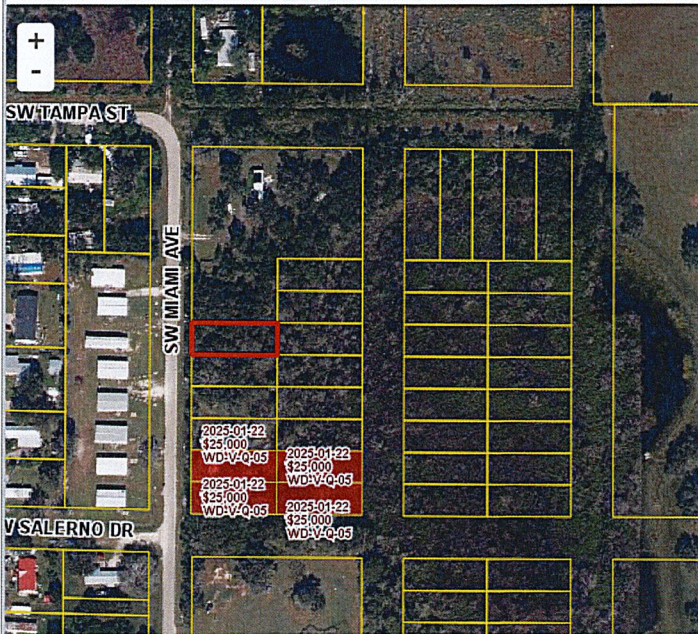
DeSoto County Property Appraiser | David A. Williams, CFA | Arcadia, Florida | 863-993-4866

by: GrizzlyLogic.com

The information presented on this website was derived from data which was compiled by the DeSoto County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 2/27/2025 and may not reflect the data currently on file at our office.

Aerial Viewer Building Photo Google Maps

2024 2023 2020 2017 Sales



GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

35-38-24-0116-0570-0080

[illegible]

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 1182500 2024

R 35-38-24-0116-0570-0080

REAL ESTATE TAX/NOTICE RECEIPT FOR DESOTO COUNTY

IF PAID IN TOTAL DUE	NOV1-DEC 2	DEC3-DEC31	JAN1-JAN31	FEB1-FEB28	MAR1-MAR31
	\$110.26	\$111.40	\$112.55	\$113.70	\$114.85

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
DESOTO COUNTY	.0076153	\$25.34
COUNTY LAW ENF	.0024399	\$8.12
SCHOOL LRE	.0030960	\$24.77
SCHOOL DISC	.0022480	\$17.98
SOUTHWEST WATER MGMT	.0001909	\$0.64
TOTAL AD-VALOREM:		\$76.85

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE	\$38.00
TOTAL NON-AD VALOREM:	\$38.00

COMBINED TAXES & ASMTS: \$114.85

DISCOUNT: -\$1.15

UNPAID BALANCE: \$113.70

GANSKE JAMES
5793 SW HWY 17
ARCADIA , FL 34266 - 0000

0.151 ACRES
 FLORACADIA
 LOT 8 BLK 57
 INST:201314003544
 INST:201914000160

FAIR MKT VALUE	\$8,000.00	DIST	7
ASSESS	\$3,327.00	EXEMPT VALUE	\$0.00
TAXABLE VALUE	\$3,327.00		

 pay this bill

Exemptions:

Property Address:
6556 SW MIAMI AVE ARCADIA 34266

Delinquent Tax History

Year	Roll	Bill #	Outstanding Tax	Accrued Penalties	Total Due	Reference
2023	R	1178200-C	\$142.06	\$25.43	\$167.49	937 C
2022	R	1175300-C	\$139.90	\$50.32	\$190.22	906 C
2021	R	1171100-C	\$112.99	\$62.18	\$175.17	899 C
2020	R	1168200-C	\$113.44	\$82.82	\$196.26	869 C
2019	R	1241600-C	\$107.44	\$98.11	\$205.55	993 C
2018	R	1237700-C	\$107.65	\$117.67	\$225.32	993 C
2017	R	1236300-C	\$95.49	\$122.27	\$217.76	1000 C
			Total Due		\$1,377.77	

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
353824011605700080	R	2024	\$76.85	\$38.00	N/A	\$0.00	\$113.70
353824011605700080	R	2023	\$66.57	\$38.00	N/A	\$0.00	\$167.49
353824011605700080	R	2022	\$64.58	\$38.00	N/A	\$0.00	\$190.22
353824011605700080	R	2021	\$42.48	\$38.00	N/A	\$0.00	\$175.17
353824011605700080	R	2020	\$42.88	\$38.00	N/A	\$0.00	\$196.26
353824011605700080	R	2019	\$43.19	\$38.00	N/A	\$0.00	\$205.55
353824011605700080	R	2018	\$43.39	\$38.00	N/A	\$0.00	\$225.32
353824011605700080	R	2017	\$42.15	\$28.00	N/A	\$0.00	\$217.76
353824011605700080	R	2016	\$42.93	\$28.00	N/A	\$0.00	\$0.00
353824011605700080	R	2015	\$46.02	\$30.00	N/A	\$0.00	\$0.00
353824011605700080	R	2014	\$41.95	\$30.00	11/20/2014	\$69.07	\$0.00



When recorded mail to:
James Ganske
5793 SW Hwy 17
Arcadia FL 34266

Inst: 201914001687 Date: 03/14/2019 Time: 2:43PM
Nadia K. Daughtrey,
Clerk of Court Desoto. County, By: RB
Deputy Clerk Doc Stamp-Deed: 15.40

THIS SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

Grantor(s): Kirin Education Inc.. An Arizona Corporation, address 3707 E Southern Ave., Mesa, AZ 85206

Grantee: James Ganske, an unmarried man, 5793 SW Hwy 17 Arcadia FL 34266

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

When recorded mail to:
James Ganske
5793 SW Hwy 17
Arcadia FL 34266

THIS SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS WARRANTY DEED, made this 1st day of February 2019 between Kirin Education Inc.. An Arizona Corporation, address 3707 E Southern Ave STE 1191 Mesa, AZ 85206 , Grantor and James Ganske, an unmarried man, whose mailing address is 5793 SW Hwy 17 Arcadia FL 34266 ,Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of ———TEN & NO/100 (\$10.00)————Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and does hereby convey to and warrantied to the said Grantee and Grantee' heirs and assigns forever, the following described land, situate, lying and being in the Country of De Soto, State of Florida, to-wit:

LOT 8, BLOCK 57 FLORACADIA SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA, IN PLAT BOOK 5, PAGE 2.

PARCEL ID# 35-38-24-0116-0570-0080

Neither Grantor nor anyone dependent on Grantor resides on the property described above or property adjoining to the property described above, and the property does not constitute the homestead of Grantor within the meaning of Article X of the Florida Constitution.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations(specifically, yet not limited to, "PROPERTY AND DEED, THIS IS an INSTALLMENT SALE" agreement dated this same month of February 2019) and liabilities as may appear of record.

The Grantor(s) warrants the title against all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set he/she hand and seal the day and year first above written.

PROPERTY AND DEED, THIS IS an INSTALLMENT SALE

1 Real Property. The Real Property is legally described on the attached Exhibit 'A', pursuant to the terms of this Agreement.

2 Conveyance. Seller shall convey title to the Real Property to Buyer by warranty deed or its equivalent, not later than thirty (30) days after the fulfillment of Buyer's obligations to Seller under the provisions of this Agreement. Seller hereby grants the right, title and interest of Seller in the Real Property, together with all rights and privileges appurtenant thereto, subject to easements and rights-of-way of record. Seller advises Buyer to obtain title insurance on the Real Property.

Notices. Copies of all notices and communications concerning this Agreement shall be mailed to the parties at the addresses shown below. Any documents or correspondence that relates to this Agreement, after the sale, shall be dispatched by certified mail, return receipt requested. For all documents mailed to persons in the continental United States, any time period shall begin running on the day of mailing. For documents mailed to persons outside the continental United States, the time period begins to run ten (10) days following the date of mailing. Any change of address shall be immediately communicated to the other party in writing.

Succession of Benefits. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators, and permitted assigns. This Agreement shall not be assignable without the written permission of the other party.

Jurisdiction and Venue; Choice of Law. The jurisdiction and venue shall be the Superior Court of the State of Arizona for Gila County. This agreement shall be governed by the laws of the State of Arizona.

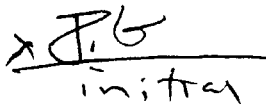
Entire Agreement. The terms of this Agreement constitute the entire agreement between the parties, and the parties represent that there are no oral or collateral agreements between the parties.

Time of Essence. Time is of the essence in this Agreement and every term, condition, covenant and provision hereof.

Modification. No modification of this Agreement shall be binding unless evidenced by an agreement in writing and signed by both parties.

If an ALL CASH SALE
(PROVISIONS D THROUGH N DO NOT APPLY)

A. Payment of Purchase Price. Simultaneously with the execution of this Agreement, IF Buyer has delivered to Seller the sum of \$ 2,157.00 (Two Thousand One Hundred Fifty Seven U.S. Dollars), receipt in total of which is hereby NOT YET acknowledged. At least \$157.00 of the Purchase Price (Down Payment) shall be paid at the time of execution of this Agreement in cash, cashier's check, or ELECTRONIC TRANSFER



initials

to Seller's bank or credit union. The balance of the Purchase Price shall be paid at the time of execution of this Agreement and may be paid in cash, bank electronic transfer, bank wire, cashier's check or by personal check with proper identification(i.e. from the Buyer's account).

B. Taxes and Assessments. Taxes and any assessments for the current year and all prior still owing as of December 2018, shall be Buyers responsibility to and including the date of the Sale.

C. Possession. Upon the payment of the balance of the Purchase Price, including the clearing by the issuing bank of any personal checks used to pay the balance of the Purchase Price, Buyer shall delivered a special warranty deed or its equivalent to the Real Property and shall have the right to immediate possession and use of the Real Property.

If an INSTALLMENT SALE
(PROVISIONS A THROUGH C DO NOT APPLY)

D. Payment of Purchase Price. Simultaneously with the execution of this Agreement, Buyer shall have delivered to Seller the sum of \$ 157.00 , receipt of which is Not Yet, hereby acknowledged. Buyer shall pay the balance of the Purchase Price pursuant to the terms stated above under Installment Sale Terms. If any payment is not paid within Three (3) days after 1st of the month Due Date, a late fee of \$10.00 shall be paid in addition to the monthly installment. this \$10 late fee must be paid included with payment, As An Example: "Buyer fails to pay on time for the month of May(due date May 1st, with a grace period of three (3) days is May 4th, either post marked if mailed or electronic bank transfer complete by close of business March 4th.. Then the payment is 'Late' and the \$10 late fee must be included with payment to be reinstated and in good standing." IN ADDITION SELLER CAN CHARGE AND ADDITIONAL \$1 PER DAY FOR EACH ADDITIONAL DAY THIS PARTICULAR MONTHLY PAYMENT IS NOT RECEIVED, FOR AN ADDITION MAXIMUM OF \$30/ LATE PAYMENT. As example if payment is 30 days late, the total will be therefor \$27.56+ \$10 Late Fee + \$30 Maximum \$1 Per Day Late Fee= \$67.56..!! All of this Unnecessary Expense to the Buyer can and will be avoided, by setting up and continuing an 'automatic payment program' like an auto-debt through the Buyers Bank, or sending the Seller via mail 12 post dated checks, dated for the 1st of each month for the entire year. Sending the Seller via mail a new batch of post dated checks, each year. If Seller opts for the post dated checks method, Seller shall NOT cash any check, yet the check due for that month, and only on or after the 1st of the month. For insufficient funds checks, a \$35.00 fee shall be due immediately. There is no pre-payment penalty. Buyer may pay down principle in whole or part anytime with no additional charges.

E. Taxes and Assessments. Taxes and assessments for the current year and all prior still owing as of



x JIG
initialed

December 2018, shall be Buyers responsibility and all taxes hereafter shall be Buyers Responsibility. Seller will reserve the right to foreclose if property taxes are not reasonably kept up. In such event, Seller may notice Buyer of intent to foreclose, and and then pay property taxes to the county and any assessment when due, if such event plays out, the Buyer must pay all back taxes to Seller before Buyers payment status is cleared to be again in good standing .

F. Possession. Buyer shall have the right to possession of the Real Property upon the payment of the Down Payment, unless and until default is made under any provision of this Agreement.

G. Indemnification. Buyer shall hold Seller harmless from and indemnify Seller for, from and against any and all claims raised by any third party against Seller resulting from the Seller's interest hereunder or the acts of Buyer. Such indemnification shall include Seller's reasonable attorney's fees, costs and lost compensation or profits of Seller or their agents resulting from the preparation for and participation in any litigation.

H. Right of Seller to Pay Obligations of Buyer. In the event Buyer fails or refuses to pay any sums due to be paid by him under the provisions of this Agreement, or fails or refuses to take any action as herein provided, then, and in such event, Seller, after ten days notice in writing to Buyer, shall have the right to pay any sum or sums due to be paid by Buyer and to do and perform any act necessary; and the amount of such sum, or sums paid by seller for the account of Buyer and the costs of any such action; together with interest thereon at the maximum legal rate per year from the date of payment thereof by Seller until satisfaction, shall be added to the Purchase Price.

I. Condemnation. All awards of damages in connection with any condemnation for public use or injury to any of the Real Property are hereby assigned in full and shall be paid to Seller, who may apply the same to the payment of the principal of the Purchase Obligation, the interest thereon, and any other charges and amounts secured hereby in such manner as Seller may elect. The remaining balance after Seller has been paid in full shall be paid to Buyer.

J. Installment Sale Terms. Monthly payments to be \$27.56 per month Due ON OR BEFORE THE 1ST OF THE MONTH, there is a grace period of no more than (3) Three Days after the 1st. If payments are not received nor mailed payments not post marked by this 4th, (3) Three Day grace period date, then the month's payment shall be considered "late". The beginning Principle is \$2,000.00 (PURCHASE PRICE \$2,157.00 - \$157.00 DOWN PAYMENT = \$2,000.00) There will be (120) SixOne Hundred payments, Amortized for 120 months @ 11% interest per annum. The FIRST payment shall be due February 1st 2019, and The LAST payment shall be January 1st 2029. There is not pre-payment penalty & Buyer is free to make extra principle payments at any time. Extra payments shall not reduce the minimum payment due monthly, yet, they shall reduce the length of the payment term(reducing the principle amount).



initial

Signed, sealed and delivered in our presence:

Scott A. Crick

Witness #1 Signature

Joshua Michael Perri

Joshua Michael Perri

Scott A. Crick

Witness #1 Printed Name

Kate Blindauer

Witness #2 Signature

Katelan Blindauer

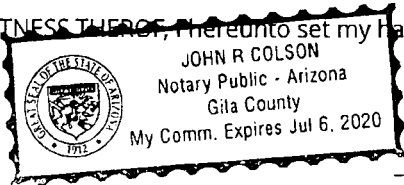
Witness #2 Printed Name

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 1st day of February 2019, by Joshua Michael Perri, an unmarried man, Sole Owner, CEO, President and Signer of Kirin Education Inc., An Arizona Corp., who is personally known to me or who has produced AK as identification.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

SEAL



John R Colson

Notary Signature

My Commission Expires: July 6, 2020

John R Colson

Printed Notary Signature

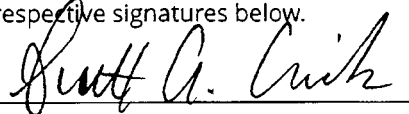
Care of Real Property. Buyer shall take reasonable care of the Real Property, and will not commit or permit waste of the Real Property or do any act impairing or depreciating the value of the Real Property.

Subsequent Sale of Contract. Buyer hereby acknowledges and agrees that any time prior to the final payment of this contract, Seller may sell its interest in the Real Property and in this contract to a third-party. Buyer agrees and acknowledges that if such sale is made, Seller has the right to record such transaction with County Recorder's Office at any time prior to or after the sale.

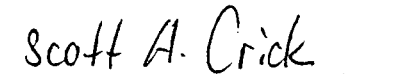
Event of Default. Each of the following shall be deemed an event of default: (1) the failure of Buyer to make any payment due hereunder on or before the due date thereof; (2) the failure of Buyer to perform any duty required by this Agreement, including but not limited to maintaining the Real Property in good condition; (3) the breach by Buyer of any covenant or warranty contained in this Agreement, the Real Estate Auction Purchaser Disclosure Acknowledgment and Disclosure document, or any other document signed by Buyer as part of the purchase of the Real Property; (4) the removal or attempted removal by Buyer of any property, minerals, animals or plants included in the Real Property without the written consent of Seller.

Default. In the event of default, Seller, in addition to all other rights provided herein and/or by law or equity, may forfeit the rights of Buyer hereunder. Such forfeiture shall be in the manner prescribed the Statutes of the State the property is located in. In the event of forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the Real Property and all appurtenances thereto, and Buyer shall surrender to Seller, forthwith, peaceful possession of the Real Property and shall forfeit to Seller any and all payments made hereunder, together with any and all improvements placed on the Real Property by Buyer. Should Buyers rights to the Real Property be forfeited, a forcible detainer action may be commenced against Buyer and Seller shall have the right to obtain immediate possession of the premises. Seller shall further have all rights to perform all other remedies allowed by State law of Arizona as well as by Florida State law(where the real property resides).

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the date opposite their respective signatures below.



Witness #1 Signature



Witness #1 Printed Name



Witness #2 Signature

Witness #2 Printed Name

Kirin Education Inc.
3707 E Southern Ave
Mesa AZ 85206

~~Seller Signature~~

Date

Sole Owner, President, CEO and Signer of Kirin Education Inc, An Arizona Corp.

) SS.

County of Gila)

(NAME/ NOTARY PUBLIC)

WITNESS my hand and official seal.

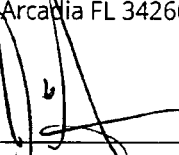
 JOHN R COLSON
Notary Public - Arizona
Gila County
My Comm. Expires Jul 6, 2020

Signature (NOTARY PUBLIC)

(SEAL)

BUYER:

James Ganske
5793 SW Hwy 17
Arcadia FL 34266



Buyer Signature

3.14.19

Date

By: James Ganske, an unmarried man

State of FLORIDA)

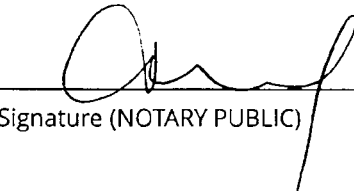
) ss.

County of Desoto)

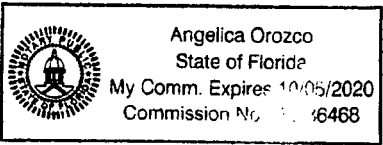
On March 14, 2019 before me, Angelica Orozco
(NAME/ NOTARY PUBLIC)

personally appeared James Ganske, an unmarried man, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is/are subscribed to the within Real Estate Sales Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature (NOTARY PUBLIC)



(SEAL)

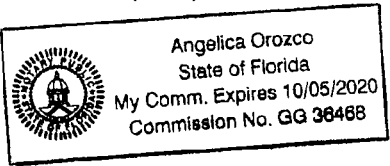


Exhibit A

LOT 8, BLOCK 57 FLORACADIA SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA, IN PLAT BOOK 5, PAGE 2.

PARCEL ID# 35-38-24-0116-0570-0080

Customer Information

Name: JANNETT CARDNAS
Address: 6720 SW MIAMI AVE
ARCADIA, FL 34266

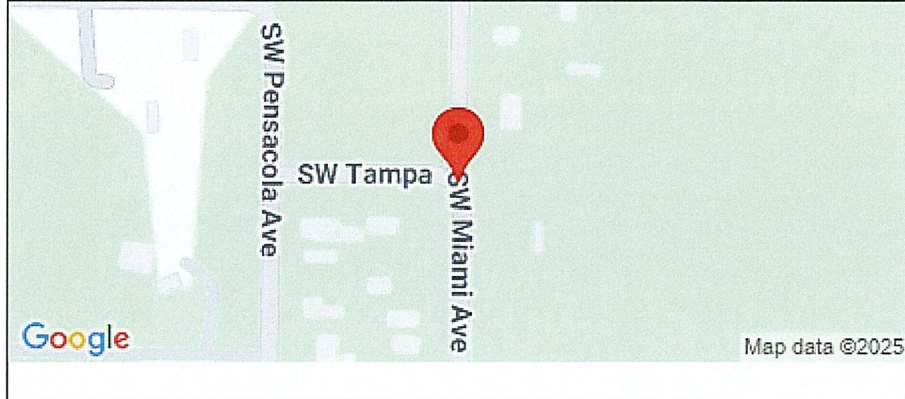
Phone: (863) 202-9140
Alt. Phone: (863) 202-9140
Email:

Request Classification

Topic: Other - Code Enforcement
Status: Closed

Request type: Complaint
Priority: Normal
Entered Via: Other

Assigned to: Thomas Turnbull
Property Address: SW Miami Ave



Property APN: 35-38-24-0116-0560-0010

Description

There are two travel trailers with people living in them.

Reason Closed

Turn into a code case, number CE 24-0942

Date Expect Closed: 11/18/2024

Date Closed: 11/12/2024 12:39 PM **By:** Thomas Turnbull

Enter Field Notes Below

Notes:

Notes Taken By: _____ Date: _____

Sec. 20-97. - Parking and storage of certain vehicles and trailers.

- (a) Motor vehicles, recreational vehicles or trailers, of any type, without current license plates, or which appear to be abandoned or in significant disrepair, shall not be parked or stored outdoors in any district that allows residential use.
- (b) Other than as authorized in zoning districts TTRVC and RVC, or for medical hardship under Section 20-728(e), a recreational vehicle, trailer or travel trailer is prohibited unless it is parked on property with a dwelling or is stored in an enclosed structure, and is owned by the owner or occupant of that property; provided, however, that other than as authorized in zoning districts TTRVC and RVC, or for medical hardship under Section 20-728(e), said recreational vehicle, trailer or travel trailer may not be connected to any water utility or well, wastewater utility or septic tank, occupied or used for storage.

(LDR, § 2203; Ord. No. 2012-01, § 2203, 5-22-2012; Ord. No. 2014-05, att. A, § 16, 10-28-2014)



COUNTY DEVELOPMENT DEPARTMENT
DESOTO COUNTY

201 East Oak Street, Suite 204
Arcadia, Florida 34266
Telephone (863)491-6165
Fax (863)491-6163



NOTICE to CORRECT VIOLATION

GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

RE: 6556 SW MIAMI AVE
PIN #: 35-38-24-0116-0570-0080
Case No: CE-24-0942

Date: November 14, 2024

Please be advised that this letter serves as notice that your property was visited due to a complaint or as a result of a routine area patrol and was found to be in violation of the below listed Ordinance(s):

LDR Sec. 20-1342 Development Permit Required: Development is the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into 3 or more parcels. No development activity shall be undertaken unless authorized by a Development Order or Development Permit

LDR Sec. 20-97 (b) Parking and Storage of Certain Vehicles and Trailers: Other than as authorized in zoning districts TTRVC and RVC, or for medical hardship under [Section 20-728\(e\)](#), a recreational vehicle, trailer or travel trailer is prohibited unless it is parked on property with a dwelling or is stored in an enclosed structure, and is owned by the owner or occupant of that property; provided, however, that other than as authorized in zoning districts TTRVC and RVC, or for medical hardship under [Section 20-728\(e\)](#), said recreational vehicle, trailer or travel trailer may not be connected to any water utility or well, wastewater utility or septic tank, occupied or used for storage

Facts constituting violation (including date, time, and place of violation): On November 13, 2024 at 8:58 am, the property located at 6556 SW MIAMI AVE was visited and revealed the following:

Need to remove the two RV trailers, cannot park or storage the RV on vacant property. Need a right of way permit to put in a driveway to the property.

You must correct the violation(s) by taking the appropriate steps.

Please contact our office with proof of permit/exception for the development activity being conducted on your property, or obtain the required permits

Due by: November 25, 2024

Remove the unauthorized travel trailer for the property

Due by: November 25, 2024

Failure to correct the violation(s) may result in a citation being issued to you for a civil infraction which would be heard by a county court judge or violations as alleged in this notice to correct may be heard by a Special Magistrate. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Special Magistrate if the violation has been corrected prior to the Hearing.

If found to be in violation, a fine may be imposed of up to \$250.00 per day per violation for a first time violator, and up to \$500.00 per day per violation for a repeat violation.

If you feel that you are not in violation, you may submit a request in writing to this department for a hearing before the Special Magistrate. If, as a result of the hearing, it is determined that your property is not in violation, case cost would not be assessed.

If you have any questions concerning this matter, please contact Code Enforcement at 201 East Oak Street, Suite 204, Arcadia, FL 34266, Telephone number (863) 491-6165 or (863) 993-4806.

Sincerely



Thomas Turnbull
Code Enforcement Officer

Certified Mailing Number: 9589071052700462267857



Desoto County Development
201 East Oak St., Suite 204
Arcadia, FL 34266

REFUSED
UNCLAIMED

GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

9589 0710 5270 0462 2678 57

ARCADIA, FL 335



CERTIFIED MAIL®

9589 0710 5270 0462 2678 57

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Elastic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICE
ARCADIA
POST OFFICE

Certified Mail Fee	\$ 4.85
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy)	\$ 2.75
☐ Return Receipt (electronic)	\$ 0.00
☐ Certified Mail Restricted Delivery	\$ 0.00
☐ Adult Signature Required	\$ 0.00
☐ Adult Signature Restricted Delivery	\$ 0.00
Postage	\$ 1.69
Total Postage and Fees	\$ 6.64

GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

1st NOTICE
2nd NOTICE
RETURNED

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FIRST-CL
IMI
\$009.
11/14/2024
043M31241

LN
G

NIXIE 339 DE 1 0001/
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 34266445154 *2701-04389



COUNTY DEVELOPMENT DEPARTMENT
DESDOTO COUNTY

200 East Oak Street, Suite 204
Arcadia, Florida 34266
Telephone (352) 491-6165
Fax (352) 491-6161

NOTICE to CORRECT VIOLATION

GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

RE: 6556 SW MIAMI AVE
PIN #: 35-36-24-0116-0576-0080
Case No: CE-24-0942

Date: November 14, 2024

Please be advised that this letter serves as notice that your property was visited due to a complaint or as a result of a routine area patrol and was found to be in violation of the following listed Ordinance(s):

LDR Sec. 16-1342 Development Permit Required: Development is the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into 3 or more parcels. No development activity shall be undertaken unless authorized by a Development Order or Development Permit.

LDR Sec. 16-137 (b) Parking and Storage of Certain Vehicles and Trailers: Other than as authorized in zoning districts TTRVC and RV, or for medical hardship under Section 16-137(c), a recreational vehicle, trailer or travel trailer is prohibited unless it is parked on property with a driveway or is stored in an existing structure, not to exceed the owner or occupant of that property provided, however, that other than as authorized in zoning districts TTRVC and RV, or for medical hardship under Section 16-137(c), such utility as applicable, occupied or used for storage.

Past continuing violations (including date, time, and place of violation): On November 14, 2024, at 8:48 am, the property located at 6556 SW MIAMI AVE was visited and revealed the following:

Need to remove the two RV trailers, cannot park or storage the RV on vacant property. Need a right of way permit to put in a driveway to the property.

You must correct the violations by taking the appropriate steps:

Please contact our office with proof of permit application for the development activity being conducted on your property, or obtain the required permits.

Due by: November 25, 2024

Remove the recreational vehicle or trailer from the property.

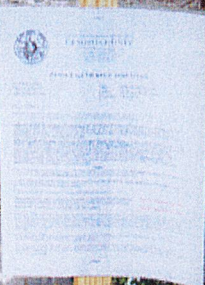
Failure to correct the violations may result in a citation being issued to you for a civil infraction, which, if issued by a county court judge or violation is alleged in the notice to correct may be heard by a County Development Hearing. If the violation is corrected and then occurs or if the violation is not corrected by the time specified for correction by the code enforcement, we may have to petition the Circuit Court of the State of Florida for an injunction to stop the violation.

If found to be in violation, a fine may be imposed of up to \$250.00 per day per violation for a first-time violation and up to \$500.00 per day per violation for a repeat violation.

If you feel that you are not in violation, you may request a meeting to discuss this department's findings with the County Development Hearing. If, as a result of the hearing, it is determined that your property is not in violation, this notice will be rescinded.

11/14/2024 08:48

TOMMY TURNBULL
6556 SW MIAMI AVE



11/14/2024 08:48

TOMMY TURNBULL
6556 SW MIAMI AVE



COUNTY DEVELOPMENT DEPARTMENT
DESOTO COUNTY

201 East Oak Street, Suite 204
Arcadia, Florida 34266
Telephone (863)491-6165
Fax (863)491-6163

**STATE OF FLORIDA
COUNTY OF DESOTO**

I, Thomas Turnbull, duly sworn, deposes and says: That on 11-14-24 @ 8:48 Am, I posted a true and correct copy of the Notice to Correct Violation addressed to:

OWNER
GANSKE JAMES
5793 SW HWY 17
ARCADIA, FL 34266

at the following location(s): 6556 SW MIAMI AVE

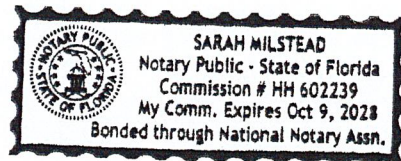
I declare under penalty of perjury that the forgoing is true and correct.

DATE: November 14, 2024

affiant

Sworn to and subscribed before me this 14th day of November, 2024 by
Thomas Turnbull who is personally known OR Produced Identification

Notary Public





02/20/2025 10:17

TOMMY TURNBULL
6556 SW MIAMI AVE



02/20/2025 10:17

TOMMY TURNBULL
6556 SW MIAMI AVE







11/25/2024 09:32

TOMMY TURNBULL
6556 SW MIAMI AVE



11/25/2024 09:32

TOMMY TURNBULL
6556 SW MIAMI AVE



11/25/2024 09:32

TOMMY TURNBULL
6556 SW MIAMI AVE



11/13/2024 08:58

TOMMY TURNBULL
6556 SW MIAMI AVE



11/12/2024 09:55

TOMMY TURNBULL
0 SW MIAMI AVE



11/12/2024 09:55

TOMMY TURNBULL
0 SW MIAMI AVE



11/12/2024 09:56

TOMMY TURNBULL
0 SW MIAMI AVE



11/12/2024 09:56

TOMMY TURNBULL
0 SW MIAMI AVE

Special Master Case Checklist

** This checklist must be completed and accompany each case being turned in for Special Master Hearing **

/ or N/A	Respondents Name <u>Ganske James</u>
	Address <u>6556 SW Miami Ave</u>
/	Case Notes in date order
/	Case Cost to date
/	Property card
/	Tax Record
/	Deed Information
/	Complaint/Request
/	Copy of LDR or DCCO section to be cited on Notice of Hearing
/	Notice to correct (file copy)
N/A	Green Card if Received and or Track and confirm information from USP website
/	Original Notice to Correct in the envelope with green card attached if unclaimed
/	Copy of Notice to Correct that was posted and sent by regular Mail
/	Photograph of posting if applicable
/	Affidavit of posting or hand delivery
/	Photographs of site visits in support of case
N/A	Any correspondence to or from Respondent or Respondents representative
N/A	Any other supporting documentation (IE: InCode Information, Division of corporation info, Local Business Tax info, copies of permits, R.O.W forms, ECT.)

Information Legal needs to know: Any special instructions to the Legal department (IE: if posting affidavit is required, if some of the violations listed on the original Notice have been corrected, if the Hearing Notice needs to be sent to more than one person)

_____ Only reference the following violations on the Notice of Mandatory Hearing:

_____ Will have to be posted and sent by regular mail in addition to the Certified Mail with return receipt.

_____ Will need an Affidavit of posting

Special Instructions to Legal Department

two R.V. Trailer on the property.

Officers Name Tommy Turnbull Special Master Hearing on: 4-22-25
 Reviewed by: [Signature] Date: 3/3/21 SMCE 24-0942