

Special Master Mandatory Imposition of Lien Hearing Checklist
**** This checklist must be completed and accompany each case being reviewed for Lien Hearing****

? or N/A	Respondents Name <u>HERRMANN JOHN R</u> Site Address <u>144 N Marshall Ave</u> Respondent's Mailing Address <u>144 MARSHALL AVE Arcadia, FL 34266</u>	Case # <u>26-0080</u>
x	Case Notes in date order	
x	Case Cost for Lien Hearing to date	
n/a	Copies of receipts, if any, for any payments of or towards initial case cost	
x	Property card after being verified	
x	Tax Record after being verified	
x	Deed Information after being verified	
x	Complaint/Request	
x	Affidavit of Non-Compliance	
x	Copy of Facts and Finding from the original Special Master Hearing	
x	Photographs of site visits in support of the case	
n/a	Any correspondence to or from the Respondent or the Respondent's representative	
X	Additional documentation that will be referenced or presented during the Mandatory Imposition of Lien Hearing (IE, Division of corporate information, Certificate of Use from Planning and Zoning, copies of permits, Right-of-Way (R.O.W.) forms, etc.)	

Information: *Any special instructions (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)*

 x Only the following violations will be referenced in the Notice of Mandatory Hearing:

Section LDR Sec. 20-1342 of the County Code for Expired Building Permit (Development permit required)

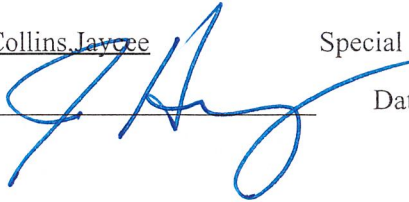
 x Will have to be posted and sent by regular mail in addition to the Certified Mail with return receipt.

 x Will need an Affidavit of posting

Special Instructions

Officer's Name Collins, Jaycee

Special Master Hearing on: 7/28/2026

Reviewed by: 

Date: 6/23/2026

SMCE 26-0080

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY

DESOTO COUNTY

Petitioner,

vs.

HERRMANN JOHN R

Respondents,

CASE NO. SM-CE 26-0080

AFFIDAVIT OF VIOLATION

TO: HERRMANN JOHN R
144 MARSHALL AVE
Arcadia, FL 34266

HERRMANN JOHN
R
144 MARSHALL AVE
Arcadia, FL 34266

You are hereby notified that the DeSoto County Development Department has filed an Affidavit of Non-Compliance, (copy attached) alleging that you have failed to comply with the order entitled FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER entered on JUNE 2ND, 2026 and previously provided to you by mail. You have a right to a hearing to determine whether and how much fine should be entered against you for such failure to comply, and the hearing will be limited to matters bearing on:

1. The gravity of the violation;

Any actions taken to correct the violation; and

Any previous violations committed by the violator.

The Special Master will hear this matter on JULY 28TH 2026 at 11:00AM, 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.

You must be present at this hearing. If not, an order will be entered against you solely on the evidence to be presented by the petitioner **AND A LIEN WILL BE RECORDED AGAINST YOUR PROPERTY FOR THE TOTAL AMOUNT OF ANY FINE ASSESSED PLUS COSTS.** Violations may be fined at the rate of \$250.00 per day of violation. You may come with or without an attorney.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Affidavit of Violation and this Notice was furnished to the above addressee by certified U.S. Mail according to ordinance, this _____ day of _____, 2026.

Valerie Vicente, County Attorney
Florida Bar Number 71010
201 East Oak Street, Suite 201
Arcadia, Florida 34266
Phone (863) 993-4800

AFFIDAVIT OF NON-COMPLIANCE

The undersigned **Collins, Jaycee** hereby notifies the Special Master that the previous order of the Special Master (**CE 26-0080**) has not been complied with by the time specified therein and requests that the Special Master enter an order assessing the violator with a fine and unpaid court costs plus any additional costs incurred up to the hearing date.

Description of non-compliance/violation(s) continuing from the previous Special Master Order:

LDR Sec. 20-1342 Expired Building Permit (Development permit required): It has been reported that an building permit has expied without having been completed and inspected by the County.

Dates of violation:

From **06/17/2026** the date set for compliance (or the date of the most recent prior inspection) To **06/22/2026** the date of my last inspection equals: **20 days in violation, with 1 violation(s) up to \$260.00 per day per violation, plus UNPAID CASE COSTS in the amount of \$25.83**

The Special Master Reserves jurisdiction to assess a fine retroactive to the date set for compliance in the order until the date of the Lien Hearing, plus unpaid court costs.

Pursuant to Section 162.09(1) and (3), Florida Statutes, a hearing is not necessary for the issuance of this order, and a certified copy of the order imposing fines and costs may be recorded as a lien against the real and personal property owned by the violator.

Case Name **HERRMANN JOHN R.**
Case # **26-0080**

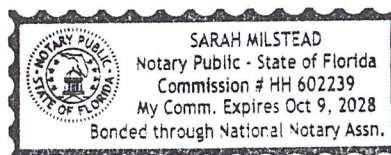
Jaycee Collins

Jaycee Collins
Code Officer
201 E. Oak Street
Arcadia, Florida 34266

Before me, a notary public in and for said county and state, appeared Jaycee Collins, personally known to me to be a Code Enforcement Officer of DeSoto County, authorized to assure code compliance, who being duly sworn upon his/her oath deposes and says that the statements above are true and correct. Sworn to and subscribed before me this 25th day of June, 2026.

Sarah

Notary Public



Code Enforcement Case: CE-26-0080

Entered on: 03/19/2026 10:58 AM

Printed on: 06/23/2026

Topic: Development without Permit
Due Date: 06/22/26
Initiated by: Building Department
Hearing Date: 05/26/2026
SM Case No: 26-0080

Status: Open - Pending Lien Hearing
Assigned To: Jaycee Collins
Area #: CITY
Hearing Time: 10:00 am

Permit

Permit #: Business name: License #:

Property Location

Occupant Name:

Address: 144 N Marshall Ave ,

Phone: Cell #:

APN :

Owner Information

Owner Name: HERRMANN JOHN R

Address: 144 MARSHALL AVE

Arcadia, FL 34266

Phone: Cell #:

Actions

Action	By	Date	Time	Note/Observation
Complaint	Jaycee Collins	03/18/2026	8:04 am	Request 6228-ALISON Building Department(Alison) - PERMIT EXPIRED #BLDR-24096-2025. {Building (Residential) - Roof/ROOF REPAIR (REROOF SHINGLE TO SHINGLE)}.
Inspection / Site Visit	Jaycee Collins	03/19/2026	11:09 am	went to site and took photos permit is expired.
Notice of Violation	Jaycee Collins	03/19/2026	12:40 pm	> Inspection Time:10:05 am, Send to (Owner - Cert no=95890710702678574156), Extra days(0)
Mail and Post Notice to Correct Violation	Jaycee Collins	03/20/2026	11:15 am	went to site and posted N2C
Return Receipt Received	Sarah Milstead	03/30/2026	11:58 am	Green card received back into the office.
Case Notes	Jaycee Collins	04/07/2026	8:08 am	permit is still expired will turn in for sm
Special Master Mandatory Hearing Case Submittal Checklist Template	Jaycee Collins	04/27/2026	3:39 pm	Send to (Owner)
Submitted for Special Master Review and approval	Jaycee Collins	04/28/2026	8:53 am	submitted to Jorge for approval
Reviewed and approved for Special Master Herring Submittal	Jorge Hernandez	04/28/2026	10:38 am	Add the County interlocal agreement with the city to the file, and then please prepare a Notice of Mandatory special master Hearing and Proof of Posting for May 26, 2026, Special Master Hearing, and submit for entry into Granicus/Legistar for the County Attorney to review
Notice of Mandatory Hearing	Jaycee Collins	04/29/2026	8:10 am	Send to (Owner - Cert no=9589071052702678574422)
Affidavit of Violation	Jaycee Collins	04/29/2026	8:21 am	> Instrument No:425719,
Submitted for entry into Legistar	Jaycee Collins	04/29/2026	8:37 am	Submitted to Jill

Entered into Legistar for Hearing Agenda	Jill Kersey	04/29/2026	9:15 am	
Case Notes	Jaycee Collins	04/29/2026	9:33 am	Going to email Valerie today to get the notice signed
Case Notes	Jaycee Collins	04/30/2026	8:44 am	posting for special master Monday
Case Notes	Jaycee Collins	05/04/2026	2:05 pm	paperwork was Signed and is getting posted tomorrow instead of today because it got signed after I had already went out
Phone Call	Sharon Gray	05/05/2026	12:45 pm	Robert Herrmman's son called to inquire about the permit. I let him know that the roof permit is expired and he said that David Herbert did an inspection and I said yes he did the roof dry in and in progress inspection on 9/18/2025. He said that he called the office when he got the notice. Alison found no record of a call noted in their system. I told him that the permit needs to be renewed he said that he doesn't have any money due to not working cause he is out from having his back fused. Alison said that since it's not passed 90 day that they can apply for an extension for \$36.00 and he said that he could not afford that and declined the extension option. I told him that it will go to court then. His phone number is 912-580-6837
Mail and Post Notice of Hearing and Violation	Jaycee Collins	05/05/2026	3:00 pm	went to site and posted Notice of hearing
Re-Inspection	Jaycee Collins	05/13/2026	2:52 pm	Went to site permit is still expired
Case Notes	Jaycee Collins	05/22/2026	9:06 am	permit is still expired final inspection is today
Mandatory Hearing Affidavit of Testimony	Jaycee Collins	05/22/2026	9:07 am	
Inspection / Site Visit	Jaycee Collins	05/22/2026	12:41 pm	went to site and took photos permit is still expired
Special Master Hearing	Jaycee Collins	05/26/2026	11:11 am	John R & Nancy L Herrmann: Not present, in violation, correct violation within 15 days, 2-year C&D, case cost of \$25.83 to be paid within 15 days of Order.
Notice Returned unclaimed	Sarah Milstead	06/01/2026	1:53 pm	Notice Returned Unclaimed Letter received back into the office.
Special Master Facts and Findings	Sarah Milstead	06/03/2026	2:20 pm	The Order was signed on June 2,2026. They have 15 days to comply. The Order was sent to HERRMANN JOHN R & HERRMANN NANCY L @144 N MARSHALL AVE ARCADIA, FL 34266 (mailing #9589-0710-5270-3540-7904-90). This was mailed on June 4,2026.
Return Receipt Received	Sarah Milstead	06/15/2026	1:41 pm	Green card received back into the office (Order).
Special Master Mandatory Imposition of Lien Hearing Checklist	Jaycee Collins	06/22/2026	8:20 am	Send to (Owner)
Affidavit of Non Compliance for Lien Hearing	Jaycee Collins	06/22/2026	8:37 am	Send to (Owner)
Notice of Special Master Lien Hearing	Jaycee Collins	06/22/2026	8:42 am	Send to (Owner - Cert no=9589071052702678574958)

Violations

#	Violation Type	Due Date	Status	Closed Date
	LDR Sec. 20-1342 - Expired Building Permit (Development permit required)		Open	
1	Corrections Required:Contact the Desoto County Building department at (863) 993-4811 and renew your permit. Once the permit has been renewed obtain a Certificate of Completion by passing all required inspections prior to expiration of that permit			

Additional Addresses

Address Type:Complainant
Name:ALISON Building Department(Alison)
Address:201 East oak St., Suite 204
Arcadia, FL 34266
Phone:(863) 993-4811 Cell #:

Fees

Fee Type	Date	Charges	Payments	Details
Special Masters Hearing Case Cost	05/26/2026	25.83		
		25.83	0.00	

Inspection Notes

Date: _____ Time: _____

Findings: _____

CODE ENFORCEMENT COST BREAKDOWN

PHOTOS	Number of photos @ \$.15 per photo	25	\$	3.75
SERVICE	Number of Certified letters @ \$6.11 per letter	0	\$	-
LEGAL SERVICE	Number of Certified letters @ \$6.31 per letter	1	\$	9.64
	DAYS	PENALTY	\$	13.39
Non compliant days		17	\$ 250.00	\$ 4,250.00
Previous SM Case costs			\$	25.83
Affadavit/hearing days		15	\$250.00	\$ 3,750.00
X	PROPERTY CARD	TOTAL	\$	8,039.22
X	TAX RECORD			
X	DEED			
		Accepted	Rejected	
	N2C GREEN CARD RETURN DATE		X	
	HEARING GREEN CARD RETURN DATE			

DeSoto County Property Appraiser

David A. Williams, CFA, CCE

2025 Certified Values

updated: 6/18/2026

Parcel: << 25-37-24-0328-0020-0240 (7028) >>

Aerial Viewer Building Photo Google Maps

☒ 2024 ☐ 2023 ☐ 2020 ☐ 2017 ☒ Sales

Owner & Property Info

Result: 3 of 5

Owner	HERRMANN JOHN R 144 MARSHALL AVE ARCADIA, FL 34266		
Site	144 MARSHALL AVE, ARCADIA		
Description*	RIO VISTA W 89FT OF LOT 24 LESS S 14 FT & W 89FT OF LOT 25 & W 89 FT LOT 26 LESS N 5 FT BLK 2 OR 425/719		
Area	0.268 AC	S/T/R	25-37-24
Use Code**	SINGLE FAMILY (0100)	Tax District	1

*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

2024 Certified Values		2025 Certified Values	
Mkt Land	\$9,000	Mkt Land	\$9,000
Ag Land	\$0	Ag Land	\$0
Building	\$80,879	Building	\$84,252
XFOB	\$1,163	XFOB	\$1,163
Just	\$91,042	Just	\$94,415
Class	\$0	Class	\$0
Appraised	\$91,042	Appraised	\$94,415
SOH/10% Cap	\$5,800	SOH/10% Cap	\$6,701
Assessed	\$85,242	Assessed	\$87,714
Exempt	HX HB \$50,000	Exempt	HX HB \$50,722
Total	county:\$35,242 city:\$35,242	Total	county:\$36,992 city:\$36,992
Taxable	other:\$35,242 school:\$60,242	Taxable	other:\$36,992 school:\$62,714

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
2/26/1999	\$79,000	425 / 719	WD	I	Q	
1/15/1999	\$100	422 / 562	WD	I	U	

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	SINGLE FAM (0100)	1952	2046	2433	\$84,252

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims
0860	DRVWY CONC	1952	\$713.00	1140.00	0 x 0
1440	FENCE CB	1955	\$450.00	55.00	0 x 0

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value	* Zoning
0100	SFR (MKT)	1.000 UT (0.268 AC)	1.0000/1.0000 1.0000/ /	\$9,000 /UT	\$9,000	R-1B

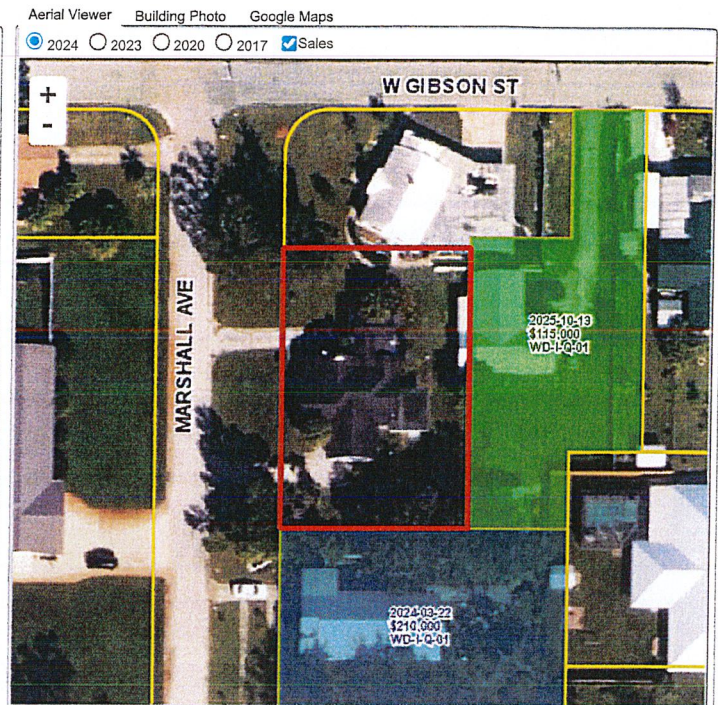
* The Property Appraiser's Office is NOT responsible for the zoning codes. For more information about Zoning, please contact the appropriate Planning & Zoning office for your area. City of Arcadia office: 863-494-4114 -or- DeSoto County office: 863-993-4806

Search Result: 3 of 5

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

GrizzlyLogic

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: 6/18/2026 and may not reflect the data currently on file at our office.



RIO VISTA
W 89FT OF LOT 24 LESS S 14 FT
& W 89FT OF LOT 25 & W 89 FT

HERRMANN JOHN R & HERRMANN NANCY L
HERRMANN NANCY L, 144 MARSHALL AVE
ARCADIA, FL 34266

2025

25-37-24-0328-0020-0240

BUILDING CHARACTERISTICS										MARKET ADJUSTMENTS										DESOTO COUNTY PROPERTY									
CD CONSTRUCTION										VALUATION SUMMARY										PAGE 1 of 1									
ELEMENT	CD	CONSTRUCTION	TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT	SD	NORM	% COND														
Exterior Wall	17	CB STUCCO 100	0100	01	2,082	107.9100	134.89	280,841	1952	1970	0	0	30	29.50	30.00														
Roof Structure	03	GABLE/HIP 100	1 SINGLE FAM 100% - 2000														Heated Area: 2046 HX Base Yr 2000												
Roof Cover	03	COMP SHNGL 100																											
Interior Wall	03	PLASTER 100																											
Interior Floor	14	CARPET 100																											
Air Condition	03	CENTRAL 100																											
Heating Type	04	AIR DUCTED 100																											
Bedrooms	2	100																											
Bathrooms	2	100																											
Frame	03	MASONARY 100																											
Stories	1	100																											
Architectural	01	. 100																											
Fireplace	02	FPLC-B 100																											
Units	0	100																											
Quality			03 AVERAGE																										
DOR CODE			0100 SINGLE FAMILY																										
MAP NUM			MKT AREA			04																							
NEIGHBORHOOD/LOC			400000.00 1.00/																										
AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	YEAR	TOT ADJ AREA	SUBAREA MARKET VALUE																								
BAS	2,046	100	1993	2,046	82,796																								
FOP	84	25	1993	21	850																								
PTO	63	5	1993	3	122																								
PTO	240	5	1993	12	486																								
TOTALS			2,433 2,082 84,252																										
EXTRA FEATURES			144 MARSHALL AVE, ARCADIA																										
L N	OB/XF CODE	DESCRIPTION	BLD CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES													
1	0860	DRVWY CONC	0	100	0	1,140.00	SF	2.50	2.50	100	1952	1952	3	25	713														
2	1440	FENCE CB	0	100	0	55.00	LF	32.75	32.75	100	1955	1955	3	25	450														
LAND DESCRIPTION																													
L N	USE CODE	CLS	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE													
1	0100	C	SFR	100		R-1B	0.00	0.00	1.00	UT	1.00	1.00	1.00	9,000.00	9,000.00	9,000													
TOTAL OB/XF 1.163																													
REVIEW DATE 01/30/2025 BY AS Total Acres: 0.27 Total Land Value: 9,000 Market: 0 Agricultural: 0 Common: 9,000 PRINTED 10/22/2025 BY SYS																													

VALUATION BY

Tax Group: 1

Tax Dist:

BUILDING MARKET VALUE 84,252

TOTAL MARKET OB/XF VALUE 1,163

TOTAL LAND VALUE - MARKET 9,000

TOTAL MARKET VALUE 94,415

SOH/AGL Deduction 6,701

ASSESSED VALUE 87,714

TOTAL EXEMPTION VALUE 50,722

BASE TAXABLE VALUE 36,993

TOTAL JUST VALUE 94,415

INCON VALUE 0

INCOME VALUE

PREVIOUS YEAR MKT VALUE 91,042

RECHECK DAMAGE

PERMIT NUM

DESCRIPTION

AMT

ISSUED

SALES DATA

OFF RECORD

Number

DATE

INST

Q

U

V

I

RSN

CD

SALE PRICE

0425/0719 2/26/1999 WD Q I 79,000

GRANTOR: VORHIES DEBRA H

GRANTEE: HERRMANN JOHN R & N

0422/0562 1/15/1999 WD U I 100

GRANTOR: VORHIES DEBRA H FKA D

GRANTEE: VORHIES DEBRA H

BUILDING NOTES

BUILDING DIMENSIONS

BAS=[YR=1993;ORIG=0,0] W15 S13 W37 S20 E19 N1 E3 S17 E14 S6

E14 N12 E7 E9 N20 W16 N9 E2 N14 S

PTO=[YR=1993;ORIG=14,50] S5 E12 N20 W12 S15 S

FOP=[YR=1993;ORIG=-30,49] S5 E14 N6 W14 S

PTO=[YR=1993;ORIG=5,43] S7 E9 N7 W9 S

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 638700 2025

R 25-37-24-0328-0020-0240

REAL ESTATE TAX/NOTICE RECEIPT FOR DESOTO COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
DESOTO COUNTY	.0068675	\$254.04
SCHOOL LRE	.0030330	\$190.21
SCHOOL DISC	.0022480	\$140.98
CITY OF ARCADIA	.0079000	\$292.24
SOUTHWEST WATER MGMT	.0001831	\$6.77
TOTAL AD-VALOREM:		\$884.24

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE RESCUE-ARCADIA	\$77.00
Asmt - SOLID WASTE	\$45.50
TOTAL NON-AD VALOREM:	\$122.50

COMBINED TAXES & ASMTS: \$1,006.74

DISCOUNT: \$0.00

UNPAID BALANCE: \$0.00

Exemptions: HX HB

Property Address:
144 MARSHALL AVE ARCADIA 34266

**HERRMANN JOHN R &
HERRMANN NANCY L
144 MARSHALL AVE
ARCADIA , FL 34266**

0.268 ACRES
RIO VISTA
W 89FT OF LOT 24 LESS S 14 FT
& W 89FT OF LOT 25 & W 89 FT
LOT 26 LESS N 5 FT BLK 2

FAIR MKT VALUE	\$94,415.00	DIST	1
ASSES	\$87,714.00	EXEMPT VALUE	\$50,722.00
TAXABLE VALUE	\$36,992.00		

**** PAID ****

Last Payment: 11/28/2025 **Receipt Number:** 601256

Amount Collected: \$966.47 **Discount Amount:** \$0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
253724032800200240	R	2025	\$884.24	\$122.50	11/28/2025	\$966.47	\$0.00
253724032800200240	R	2024	\$875.45	\$122.50	11/26/2024	\$958.03	\$0.00
253724032800200240	R	2023	\$832.47	\$122.50	11/29/2023	\$916.77	\$0.00
253724032800200240	R	2022	\$822.31	\$122.50	11/28/2022	\$907.02	\$0.00
253724032800200240	R	2021	\$820.07	\$122.50	11/21/2021	\$904.87	\$0.00
253724032800200240	R	2020	\$811.24	\$122.50	11/25/2020	\$896.39	\$0.00
253724032800200240	R	2019	\$781.62	\$122.50	11/20/2019	\$867.96	\$0.00
253724032800200240	R	2018	\$758.51	\$122.50	11/20/2018	\$845.77	\$0.00
253724032800200240	R	2017	\$759.29	\$122.50	11/27/2017	\$846.52	\$0.00
253724032800200240	R	2016	\$763.67	\$122.50	11/22/2016	\$850.72	\$0.00
253724032800200240	R	2015	\$774.99	\$122.50	11/24/2015	\$861.59	0.00
253724032800200240	R	2014	\$770.22	\$122.50	11/21/2014	\$857.01	0.00

Return to (enclosed self addressed stamped envelope)

Name: ARCADIA ABSTRACT & TITLE CO.
file # 15643

Address: 20 W. Oak Street
Arcadia, Florida 34266

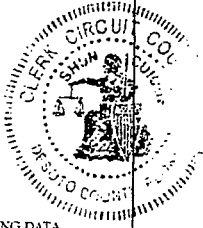
This Instrument Prepared by: Jane A. Herron
ARCADIA ABSTRACT & TITLE CO.

Address: 20 W. Oak Street
Arcadia, Florida 34266
Property Appraisers Parcel Identification (Folio) Number(s):
25-37-24-0328-0020-0015

Grantee(s) S.S.#(s): 069-40-5816
069-40-7727

WARRANTY DEED
INDIVID. TO INDIVID

FL# 991663 B 425 P 719
REC NO. 01906000352



FILED AND RECORDED
DATE 03/01/1999 TM 15:15

MITZIE W. MCGAVIC CLERK
CO: DESOTO ST: FL

DOC STAMPS 553.00
INTANG TAX .00 *Km*

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

534
This Warranty Deed
DEBRA H. VORHIES

Made the 26th day of February A.D. 1999 by

hereinafter called the grantor, to JOHN R. HERRMANN AND NANCY L. HERRMANN, HUSBAND AND WIFE

whose post office address is 144 MARSHALL AVE.
ARCADIA, FLORIDA 34266

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in DeSoto County, State of Florida, viz:

The West 89 feet of LOT 24, Less the South 14 feet; the West 89 feet of LOT 25; the West 89 feet of LOT 26, Less the North 5 feet, All lying in Block 2, RIO VISTA SUBDIVISION, as per map or plat thereof recorded in the office of the Clerk of Circuit Court in and for DeSoto County, Florida, in Plat Book 5, Page 1.

This is not the Homestead property of the Grantor listed herein and is not contiguous to her Homestead.

Together, with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1998.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jane A. Herron
Signature Jane A. Herron

Debra H. Vorhies
Signature

DEBRA H. VORHIES

Printed Signature

Printed Signature

D.W. Bradley
Signature D.W. Bradley

Post Office Address

Printed Signature

Signature

Signature

Printed Signature

Printed Signature

Signature

Post Office Address

Printed Signature

STATE OF Florida
COUNTY OF DeSoto



I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DEBRA H. VORHIES

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Florida State Driver's License

and that an oath (X) (was not) taken
WITNESS my hand and official seal in the County and State last aforesaid this 26th day of February A.D. 1999

My Commission Expires: 4/16/01

Jane A. Herron
Jane A. Herron

Notary Public

Customer Information

Name: m ADMINISTRATION
DEPARTMENT
Address: 201 East oak St., Suite 201
Arcadia, FL 34266

Phone: (863) 993-4800
Alt. Phone:
Email:

Request Classification

Topic: Expired Building Permit
Status: Closed
Assigned to: Jaycee Collins
Property Address: 144 N Marshall Ave
Request type: Complaint
Priority: Normal
Entered Via: Email



Time of Day:
Property APN: 25-37-24-0328-0020-0240
Property APN:
Retention Disposition Date
Date File Scanned into DocuShare:

Description

PERMIT EXPIRED #BLDR-24096-2025. {Building (Residential) - Roof/ROOF REPAIR (REROOF SHINGLE TO SHINGLE)}.

Reason Closed

permit is expired. Ce-26-0080

Date Expect Closed: 03/19/2026

Date Closed: 03/19/2026 11:11 AM **By:** Jaycee Collins

Enter Field Notes Below

Notes:

BEFORE THE SPECIAL MASTER OF DESOTO COUNTY, FLORIDA

DESOTO COUNTY,
Petitioner,

vs.

Case Number CE-26-0080

HERRMANN, JOHN R and NANCY L
Respondent

_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE was heard by ROBERT H. BERNTSSON, Esquire, Special Master, on May 26, 2026, upon Notice of Violation filed against the Respondent. The Respondent was not present at the hearing. Based upon the testimony and evidence presented, the Special Master hereby enters this Order based upon the following findings of fact and conclusion of law.

FINDINGS OF FACT

1. The Respondent owns and/or occupies the following real property located in DeSoto County, Florida, to wit:

Parcel I.D # 25-37-24-0328-0020-0240

as described by Official Records Book 425, Page 719 in the Official Records of DeSoto County, Florida and more commonly-known as 144 MARSHALL AVE, ARCADIA, FL 34266.

2. At all times material hereto, the subject real property was located within the municipal boundaries of the City of Arcadia.

3. On March 19, 2026, an inspection was conducted of the subject property resulting in the finding that the property was in violation of Sections 20-1342

of the County's Code of Ordinances which provides that no development activity shall be undertaken unless authorized by a development order or development permit, and the subject property had an expired building permit.

4. Subsequent inspections through May 22, 2026 showed the violation remained.

5. The County has alleged that the Respondent has violated Section 20-1342 of the County's Code of Ordinances which prohibits these conditions.

5. Service of the Notice of Violation and of the hearing in this case was duly made upon the Respondent.

6. Officer Jaycee Collins testified regarding the code violation and introduced all relevant evidence at the hearing.

CONCLUSIONS OF LAW

7. Respondent by these acts, conduct, or omissions have created or allowed conditions which are in violation of Section 20-1342 of the County's Code of Ordinances.

ORDER

Respondent is hereby ordered to:

- A. Cease and Desist for a period of two (2) years, from any future violations of Section 20-1342 of the DeSoto County's Code of Ordinances.
- B. Within 15 days of the date of this Order, do all acts necessary to correct the violations which include renewing the expired roofing permit and finalize the same by passing all inspections.

C. Pay costs in the amount of \$25.83 which are assessed against the Respondent in this cause and are payable within 15 days of the date of this Order.

D. Failure to comply with any provision of this Order shall subject the Respondent to a fine up to \$250.00 per day for each day, for each violation, shown to exist in the future. This fine may become a lien upon Respondents' property pursuant to Section 162.09, Florida Statutes.

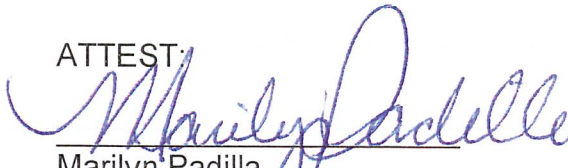
E. The Special Master hereby reserves jurisdiction to issue further orders as may be proper and necessary in this cause, including but not limited to an order imposing a fine and costs for non-compliance with this Order.

DONE AND ORDERED this 2nd day of June, 2026.



ROBERT H. BERNTSSON, Esquire
Special Master of DeSoto County, Florida
Florida Bar No. 0804400

ATTEST:


Marilyn Padilla
Transcribing Secretary

Copies furnished to:

Valerie Vicente, Esquire, DeSoto County Attorney, 201 E. Oak Street, Suite 201,
Arcadia Florida 34266 and

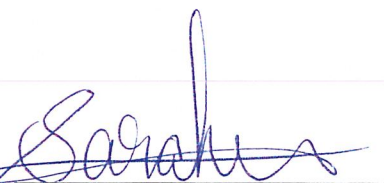
Respondent:

HERRMANN, JOHN and NANCY

144 MARSHALL AVE
ARCADIA, FL 34266

on this 3rd day of June, 2026.

By:

A handwritten signature in blue ink, appearing to read "Sarah", written over a horizontal line.

Sarah Milstead
Administrative Assistant

Permit Number: BLD-24096-2025

Permit Details | Tab Elements | Main Menu

Type: Building (Residential) - Roof

Applied Date: 04/01/2025

District: City of Arcadia

Square Feet: 0.00

Description: ROOF REPAIR (REROOF SHINGLE TO SHINGLE)

Status: Expired

Issue Date: 04/01/2025

Expire Date: 03/17/2026

Valuation: \$3,800.00

Project Name:

Finalized Date:

- Summary
- Locations Fees Inspections Attachments Contacts Sub-Records Holds

Progress

67% Completed

Completed

In Progress

Not Started

Workflow

Confirm Application Complete - Passed : 04/01/2025

Issue Permit - Passed : 04/01/2025

Roof Dry In - Passed : 09/18/2025

Roof in Progress - Passed : 09/18/2025

Roof Final -

Available Actions

**AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
BUILDING OFFICIAL PROGRAM**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT (hereinafter referred to as the "Amendment") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

RECITALS

WHEREAS, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

WHEREAS, the City, by Ordinance, is required to designate a "Building Official"; and

WHEREAS, by Interlocal Agreement dated August 2, 2011, recorded as Instrument No. 201114016244 in the Official Records of DeSoto County (hereinafter referred to as the "Interlocal Agreement"), the City has designated the County's Building Official as the Building Official for the City; and

WHEREAS, the City wants to expand the services provided to the City by the County's Building Official to include enforcement of expired permit violations within the incorporated City limits; and

WHEREAS, the County agrees to provide these additional services under the terms and conditions set forth herein; and

WHEREAS, this Agreement is authorized under Section 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

Section 1. Sections 2 and 3 of the Interlocal Agreement are amended to read as follows:

Section 2 – PERMITTING –

- (a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.
- (b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.
- (c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.
- (d) The Building Official shall be responsible for enforcing expired permit violations for the City within its incorporated areas and for the County within its unincorporated areas in accordance with the County's special master hearing process.

Section 3 – FUNDING –

- (a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees, and fees, penalties and award of costs derived from related enforcement actions, including expired permit violations, handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.
- (b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued by the City, the City may immediately

terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permit issued or to be issued in the City under this Agreement.

Section 2 – The Interlocal Agreement remains in effect in accordance with its terms, except as specifically amended herein.

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: Alice Frierson
Alice Frierson, Mayor

Dated: November 6, 2014

ATTEST:

Penny Delaney
City Clerk

Approved as to Form and Correctness:

Thomas J. Wohl
Thomas J. Wohl, City Attorney

DESOTO COUNTY, FLORIDA

By Elton A. Langford
Elton A. Langford, Chairman

Dated: Nov 10, 2014

ATTEST:

Mandy J. Hines
Mandy J. Hines, County Administrator

Approved as to Form and Correctness:

Donald D. Conn
Donald D. Conn, County Attorney



06/22/2026 12:23

JAYCEE COLLINS
144 N MARSHALL AVE

July 10, 2011

Inst: 201114016244 Date: 8/26/2011 Time: 2:33 PM
km DC, Mitzie McGavie, Desoto County Page 1 of 6

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF ARCADIA

AND

DESOTO COUNTY

FOR

BUILDING OFFICIAL PROGRAM

ORIGINAL

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ARCADIA
AND
DESOTO COUNTY
FOR
BUILDING OFFICIAL PROGRAM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF ARCADIA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County") (hereinafter the City and the County collectively referred to as the "Parties").

RECITALS

WHEREAS, the County and the City have common home rule powers to enforce building codes, contractor licensing and related ordinances; and

WHEREAS, the City, by Ordinance, is required to designate a "Building Official"; and

WHEREAS, the City desires to enter into this Agreement with the County for said services and for the designation of the County's Building Official as the Building Official for the City; and

WHEREAS, the County agrees to provide these services under the terms and conditions set forth herein; and

WHEREAS, this Agreement is authorized under Section 163.01, Florida Statutes; and

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

Section 1 – BUILDING OFFICIAL – The County and the City agree that the DeSoto County "Building Official" will be the designated "Building Official" for the City with all of the rights, duties and responsibilities conferred by ordinance and codes of the City. Nothing in this Agreement affects the Building Official's rights, duties and responsibilities under County ordinances and codes, or Chapter 468, Part XII, and Chapter 553, Florida Statutes.

Section 2 – PERMITTING –

(a) The Building Official is authorized to receive applications for building and construction permits throughout the incorporated and unincorporated areas of DeSoto County, and to determine permit compliance with applicable City and County ordinances and codes. City building and construction ordinances shall apply in the incorporated areas, and the County's building and construction ordinances shall apply in the unincorporated areas of DeSoto County. If in the opinion of the Building Official, a provision of the City building or construction ordinance is not in compliance with the Florida Building Code, then the Building Official shall utilize the applicable County ordinance, or refer matters relating thereto to the City for disposition and handling. This may include citations issued under the County's Demolition of Dilapidated Structures ordinance. However, the City shall be responsible for enforcement of citations issued under the County's Demolition of Dilapidated Structures ordinance for structures within the incorporated City limits.

(b) The Building Official shall assist the City as necessary and upon request to enforce City ordinances concerning nuisances.

(c) Shed and sign applications in the incorporated areas requiring structural and/or electrical permitting, and demolition permits in incorporated areas shall be handled by the Building Official in accordance with County permitting and enforcement requirements.

Section 3 – FUNDING –

(a) Funding for the services of the Building Official on behalf of the City under this Agreement shall be from building permit fees, plan review fees, contractor licensing fees and fees derived from related enforcement actions handled by the Building Official. Building permit fees shall be waived for City owned projects which are 100% City funded. Any fees collected by the Building Official under this Agreement are separate from fees collected by the City. The Building Official shall deposit and remit to the County all fees collected under this Agreement.

(b) The County may revise and amend its fee schedule on an annual or more frequent basis. However, if the City Council objects to the imposition of any new or increased fees on any permit issued or to be issued in the City, the City may immediately terminate this Agreement. Unless the City Council provides notice of termination, new or increased fees adopted by the County shall apply to permits issued or to be issued in the City under this Agreement.

Section 4 – TERM – The term of this Agreement shall be for a period of five (5) years, commencing on the date the last Party executes this Agreement, as shown below. Thereafter, it shall automatically renew for successive one (1) year periods. With the exception of immediate termination under the provisions of Section 3(b) hereof, either Party may terminate this Agreement at any time by providing ninety (90) days written notice to the other Party.

Section 5 – HOLD HARMLESS – Each Party to this Agreement shall hold the other harmless for actions taken by the Building Official under the terms of this Agreement.

Section 6 – SEVERABILITY – The provisions of this Agreement are not severable, and if any

provision of this Agreement is held to be unconstitutional or invalid for any reason by a court of competent jurisdiction, this Agreement shall be deemed to be null and void and of no further effect on the Parties.

Section 7 – NOTICE - All notices required hereunder shall be deemed properly delivered when and if personally delivered, or if sent by (a) telegram, (b) telecopy, (c) Federal Express (or a comparable express delivery system), or (d) mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties as set forth below (notices being deemed given when so deposited in the U.S. Mail):

As to the City: City Administrator
 City of Arcadia
 121 W. Hickory Street
 Arcadia, Florida 34266

As to the County County Administrator
 DeSoto County
 201 E. Oak Street, Ste. 201
 Arcadia, Florida 34266

The Parties hereto may change the person or persons to whom notice is to be delivered by giving notice to the other Party in the manner provided in this Section.

Section 8 – RECORDING – In accordance with Chapter 163.01, the County shall cause this fully executed Agreement to be recorded, at its sole expense, in the Public Records of Desoto County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused their respective representatives to execute this instrument on their behalf, on the dates set forth below.

CITY OF ARCADIA, FLORIDA

By: Keith Kenney Robert Hume
Mayor

Dated: 8/2/11

ATTEST:

Debra A. Smith
City Administrator and Clerk

Approved as to Form and Correctness:

William
City Attorney

DESOTO COUNTY, FLORIDA

By

Ronald P. Nease
Chairman

Dated:

8/2/11

ATTEST:

C. Amy May
County Administrator

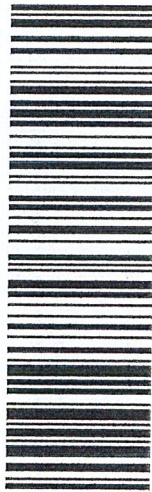
Approved as to Form and Correctness:

James R. Rom
County Attorney

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

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CERTIFIED MAIL®



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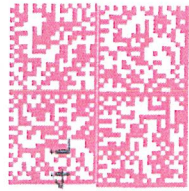
HERRMANN JOHN R
144 MARSHALL AVE
ARCADIA, FL 34266

**RETURN RECEIPT
REQUESTED**

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UNC
34266-000011

NIXIE 339 DE 1 0005/20/26
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 34266445154 *2101-01106-06-33



US POSTAGE