

IN THE CRIMINAL COURT OF PINELLAS COUNTY FLORIDA

15-10196-CF

STATE OF FLORIDA

V

JAMES BERNARD HEBIN

Defendant

AFFIDAVIT

State of Florida

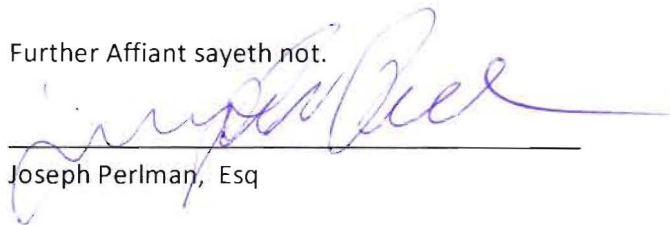
County of Pinellas

Before me, a notary public, appeared, Joseph Perlman, Attorney at Law, who upon being duly sworn according to law deposes and says the following of his own personal knowledge, to wit:

- 1.) On or about January 9th 2013, James Hebin and Lisa McDonald (Hebin/McDonald) contacted affiant for legal counsel regarding a house located at 8039 Boca Ciega Drive, St. Pete Beach, Florida (hereinafter "Property"). They expressed a concern that the house was abandoned and deteriorating in their neighborhood and they expressed an interest in improving the Property and protecting it from further decay by moving into it legally.
- 2.) Hebin/McDonald informed affiant that they had sent several letters to the owner of record, Diane McRae (hereinafter "Owner") and that none had been returned. They wanted to know if the principle of silent assent would suffice to allow Lisa McDonald to move in and fix the abandoned property legally. Affiant informed Hebin/McDonald that that silent assent would be valid if the terms presented to the Owner outlined the terms of the agreement which the Owner would understand.
- 3.) Affiant reviewed and approved the Agreement for Possession and Tenancy (hereinafter "Lease") and suggested that the Lease be notarized and delivered by notary and to wait 30 days for a response before entering the Property. A copy of the Lease is attached hereto, marked Exhibit A and made a part hereof.
- 4.) On February 18th, 2013, James Hebin and Lisa McDonald contacted affiant and informed me that the Owner had not responded and the Lease had not been returned. I informed them that they may legally enter the Property if there was an unlocked door since any forced entry would not be acceptable as an acceptance by the Owner of the property. They confirmed that there was open access and they entered the Property.

- 5.) Hebin/ McDonald contacted affiant several times over the next several months regarding the legal use and improvement of the Property. They informed me that they had taken ample footage of the interior of the Property upon entry and were making headway in repairing the pool and making the Property habitable in accordance with the terms of the Lease.
- 6.) On November 9th, 2013, affiant agreed to represent Lisa McDonald as tenant with possessory interest in the Owner's foreclosure case, as reflected in Case # 12-010895-CI.
- 7.) On November 12th, 2013, affiant submitted a Motion to Intervene to add Lisa McDonald as a Defendant in said foreclosure case # 12-010895-CI and submitted the Lease as an exhibit to the Court. In the subsequent hearing, Judge Grube reviewed the Lease and approved the motion to make Lisa McDonald a Third Party Intervenor as a tenant in the Property. A copy of the Order is attached hereto, marked Exhibit B and made a part hereof.
- 8.) On February 13th, 2014, I requested Mediation with the Plaintiff in the foreclosure matter to negotiate a settlement on behalf of Lisa McDonald but the Plaintiff failed to appear at the scheduled Mediation.
- 9.) On March 13th, 2014, affiant filed a Claim of Lien on the property to protect the financial interests that Hebin/McDonald created in the property by making various improvements; a copy of the Claim of Lien is attached hereto, marked Exhibit C and made a part hereof.
- 10.) On February 10th, 2015, affiant submitted a Motion to Intervene to add James Hebin as a codefendant in the Owner's foreclosure Case # 12-010895-CI, but that Motion was denied as James Hebin was not a party to the Lease that had been previously accepted by the Court.
- 11.) On several occasions Hebin/McDonald informed affiant that if the Owner was not satisfied with the terms of the Lease and requested them to vacate the property that Hebin/McDonald agreed to vacate same upon reasonable notice.

Further Affiant sayeth not.



Joseph Perlman, Esq

State of Florida

County of Pinellas

Before me, a notary public, appeared Joseph N Perlman, who identified himself as an attorney and is a person known to me who did execute this affidavit on May 24, 2016.



Notary Public

