

IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

STATE OF OHIO, DEPARTMENT
OF NATURAL RESOURCES,

Plaintiff,

vs.

LAWRENCE C. HELLE, JR.,
ET AL.,

Defendants.

CASE NO. CI-89-0445

JUDGE MELVIN RESNICK

CONSENT DECREE BETWEEN
THE STATE AND LAWRENCE
C. HELLE, JR., ANNA MAE
RITA HELLE AND LAWRENCE
C. HELLE, III

This Consent Decree is made and entered into by and between the State of Ohio, Department of Natural Resources, acting by and through its Director of Natural Resources ("State"), and Lawrence C. Helle, Jr. and Anna Mae Rita Helle, husband and wife ("M/M Lawrence Helle, Jr.") and Lawrence C. Helle, III whose address is 8553 Cedar Point Road, Oregon, Ohio 43618.

Whereas, on February 2, 1989, the State commenced an action in ejectment against the above named Defendants in the Court of Common Pleas, Lucas County, Ohio, entitled State of Ohio, Department of Natural Resources v. Lawrence C. Helle, et al., Case No. CI-89-0445; and

WHEREAS, the State appropriated real property owned by Mr. and Mrs. Lawrence Helle, Jr. in State v. Helle, Lucas County Common Pleas Case No. CV-86-2493; Lucas County Court of Appeals Case No. L-87-278; and Supreme Court Case No. 88-2151; and

WHEREAS, Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III continue to occupy, and claim or may claim an interest in certain real property which is the subject of the State-initiated action, described in Attachment A, attached hereto and fully incorporated herein by reference; and

WHEREAS, the State and Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III desire to resolve all litigation concerning said real property without further trial or adjudication of, or finding on, any issues of fact or law, and without this Consent Decree constituting any evidence against or admission by either the State of Ohio or Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III with respect to any such issues.

NOW, THEREFORE, it is hereby agreed, by and between the State and Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III that:

1. Fee simple title to the real estate vested in the State of Ohio, Department of Natural Resources in August, 1986.
2. Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III will peaceably quit the premises by 11:59 p.m. on Wednesday, November 15, 1989. The housetrailer and all personal property shall be removed within this

period of time. No fixtures may be removed. Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III shall bear full responsibility for maintenance and repairs to the dwellings, outbuildings and mobile home during their occupancy as they deem necessary. The State shall have no maintenance or repair responsibilities whatsoever. As such time as Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III vacate the premises, their responsibility for maintenance or repairs shall end. However, the Helle's shall not be required to vacate until the entire amount of money due has been deposited.

3. All responsibility for full payment of real estate taxes, assessments, utility charges and each and every other expense associated with the occupancy of the premises arising prior to November 16, 1989 at 12:01 a.m. shall be borne by Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III.

4. All risk of loss or destruction of the real property, house trailer, vehicles, personal property of any description, and each and every outbuilding or fixture shall be borne by Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III until November 16, 1989 at 12:01 a.m. Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III for themselves and their heirs, successors and assigns, expressly release the State of Ohio from any and all responsibility or liability in connection with such loss or destruction occurring to the same at any time.

5. Insurance policies on the house, outbuildings, and premises to their full fair market value (excluding the housetrailer) shall be carried until November 16, 1989 at 12:01 a.m. It is expressly agreed and understood that any proceeds or payment for damage or destruction of the house,

IF DEFENDANTS HAVE NOT QUIT PREMISES BY AGREED DATE, AND DEPOSIT HAS BEEN MADE, THE JUDGE SHALL ISSUE A CONTEMPT CITATION AND SANCTIONS SHALL BE ORDERED. Page 3 of 6

outbuildings and premises which arise between August 6, 1987 and November 16, 1989 at 12:01 a.m. shall be the property of the State of Ohio, free and clear of any claim by the Helles or any other person.

6. Mr. and Mrs. Lawrence C. Helle, Jr. shall immediately dismiss with prejudice their appeal in Supreme Court Case No. 88-2151, with all costs of that litigation to be paid by Mr. and Mrs. Lawrence C. Helle, Jr.

7. Neither Lawrence C. Helle, III nor Mr. and Mrs. Lawrence C. Helle, Jr. will initiate or instigate any further litigation relating to the real property or alleged damage thereto or assistance, benefits, including without limitation relocation assistance under R.C. Chapter 163, or injury or damage of any kind against the State or any of its agents or employees, nor shall the Helles obtain, secure or grant any further mortgage, leasehold, contract, lien or any other claim in or to the premises.

8. In exchange for full performance of the foregoing promises, the State of Ohio, Department of Natural Resources, will deliver state warrants in the name of " Clerk of Court of Common Pleas, Lucas County, Ohio" in the amount of \$49,500.00 (Forty-Nine Thousand Five Hundred Dollars). For funds already encumbered, the warrant will be delivered within forty-five (45) days after the filing of this Consent Decree. If it is necessary for additional funds to be encumbered, then the State shall seek Controlling Board approval and encumber and deposit such funds promptly. All mortgages shall be satisfied and all real estate taxes which have accrued or may accrue as a result of the Helles' occupancy shall be satisfied from this deposit. Obligations of the State are subject to the provisions of Revised Code sec-

tion 126.07. This payment shall constitute full satisfaction for any and all claims of any kind for Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III and any other person who has occupied the premises.

9. Mr. and Mrs. Lawrence C. Helle, Jr. and Lawrence C. Helle, III acknowledge that they have no lien upon, claim to or interest in, the real estate which was conveyed from Daniel and Jacqueline Sue Helle to the State of Ohio.

10. The parties consent to entry of the Agreed Judgment Entry and Order For Distribution, attached hereto as Attachment B and fully incorporated herein by reference, immediately after the Helles vacate the premises.

11. If the ^{PARK} property is opened for hunting, the general public will have access without regard to race, color, creed, sex, handicap, ancestry, national origin, or other characteristic.

12. Lawrence C. Helle, Jr. and Anna Mae Rita Helle, and Lawrence C. Helle, III by affixing their respective signatures hereto, represent and warrant that they have carefully read and fully understand the foregoing and that they have voluntarily executed the same, and intend to fully comply with the promises they have made herein.

Upon notification from the State to the Court that all promises made herein by Lawrence C. Helle, Jr., Anna Mae Rita Helle, and Lawrence C. Helle, III have been fulfilled, the Court will order distribution and dismiss all parties to this litigation.

If the date of vacation is extended because the funds have ^{not} been deposited, or for any other reason, then the obligations set forth herein regarding taxes, insurance and the like shall be likewise extended on a per diem basis.

Court costs will be paid from funds deposited by the State of Ohio.

APPROVED:

ANTHONY J. CELFREZZE, JR.
ATTORNEY GENERAL OF OHIO

Judge Resnick

Date: _____

By: _____

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Lawrence C. Helle, Jr.
Lawrence C. Helle, Jr.

Date: 10/13/89

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Anne Mae Rita Helle
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Date: 10/13/89

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Lawrence C. Helle, III

Date: 10/13/89