

## AGREEMENT

This Agreement is entered into by and between the State of Ohio, Department of Natural Resources pursuant to section 1501.01 of the Revised Code and Betty Pugh Berry.

Whereas, pursuant to section 9.20 of the Revised Code, the family of Jim Pugh donated a set of train bells to the Department of Natural Resources; and

Whereas, the Department of Natural Resources no longer has a need for the entire set and Betty Pugh Berry has requested that one of the bells be returned to the family.

Now therefore, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged by the Department of Natural Resources, the parties hereto agree to the following.

1. With the approval of the Department of Natural Resources, Betty Pugh Berry shall receive a bell to retain, which bell shall be that one mutually agreed to between the parties hereto.
2. Louie Andres, Manager of Malabar Farm State Park, shall be the contact person for the Department of Natural Resources and Betty Pugh Berry shall coordinate with him in order to achieve the purposes for which this agreement is entered.
3. Obligations of the state are subject to the provisions of section 126.07 of the Revised Code.
4. Nothing contained in this Agreement shall be construed to obligate the State to provide any other individual with a bell.

In Witness Whereof, the parties hereto have set their hands as of the dates indicated herein below.

Betty Pugh Berry  
Betty Pugh Berry  
6/2/94  
Date

Dan West for GDA  
Chief, Division of Parks and  
Recreation  
6/13/94  
Date

Approved:

Lee Fisher  
Attorney General of Ohio

By: John C. Miller  
Assistant Attorney General

Date: 6-14-94

Donald O. Anderson for  
Director, Ohio Department of  
Natural Resources

6/15/94  
Date  
George V. Voinovich  
George V. Voinovich, Governor  
6/21/94  
Date