

Memorandum of Understanding

This Memorandum of Understanding is dated:

BETWEEN: **Shire of Denmark** of South Coast Highway, Denmark, Western Australia ("the Shire")

and **Bert Bolle** of Lot 236, 47 Burke Place, Denmark, Western Australia ("Bolle")

RECITALS

- A. By the Deed of Gift, Bolle has made a gift to the Shire of the Barometer.
- B. The parties wish to record certain understandings between them with respect to the use by the Shire of the Barometer and the Tower.

1. Definitions

In this Memorandum of Understanding:

"**Barometer**" has the meaning given to it in the Deed of Gift;

"**Deed of Gift**" means the deed of gift dated 16th Aug 2007 between the Shire and Bolle;

"**Premises**" means the premises known as the Denmark Visitor Centre; and

"**Tower**" means the tower forming part of the Premises which was purpose-built for the Barometer and in which the parties intend that the Barometer will be permanently housed and displayed.

2. On-going Obligations of Shire

The Shire must:

- (a) insure the Barometer against loss and damage with a reputable insurer;
- (b) ~~service and maintain~~ the Barometer;
- (c) display a plaque acknowledging the donation of the Barometer by Bolle and referring to the Barometer by the name "the Bert Bolle Barometer"; and
- (d) ~~use the name "the Bert Bolle Barometer"~~ in all promotional material relating to the Barometer;
- (e) ensure that the Tower is used exclusively to house and display the Barometer and associated meteorological objects for as long as the Premises continues to be used as a visitor centre by the Shire; and
- (f) permit Bolle to have access at all times to the pump house associated with the Tower for the purpose of servicing and maintaining the Barometer.

3. Lease of Premises

If the Premises are leased by the Shire then the Shire must ensure that its obligations under clause 2, with the exception of 2(a) and 2(b), are assumed by any lessee, sub-lessee or assignee.

4. Understandings

(1) The parties wish to record that the Shire intends to:

- (a) display the Barometer for tourism purposes and to promote an understanding of the Barometer;
- (b) use its best endeavours to use the name "the Bert Bolle Barometer" in relation to the Barometer, as long as the Barometer is displayed;
- (c) consult with Bolle concerning all interpretative material relating to the Barometer and other meteorological objects in the Tower;
- (d) consult with Bolle about the display of other items in the Tower constructed by the Shire for the display of the Barometer;
- (e) seek advice from Bolle concerning the promotion of the Barometer;
- (f) ~~consult with Bolle where the Shire considers that mechanical expertise is needed in relations to the Barometer;~~ and
- (g) ~~generally to use its best endeavours to involve Bolle in connection with all activities relating to publicising the Barometer and meteorological information, including taking photographs, designing web-sites and preparing technical and promotional material relating to the Barometer.~~

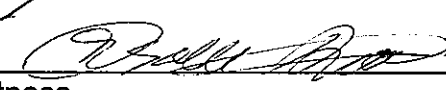
(2) The parties acknowledge that the provisions of this clause 4 are not intended to create legal obligations between them.

Executed by the Parties:

Signed for and on behalf of the Shire of Denmark



Chief Executive Officer



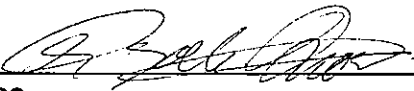
Witness

Signed by Bert Bolle 


In the presence of:



Witness



Address



Occupation

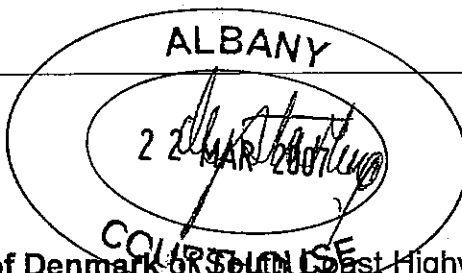


Shire of Denmark

and

Bert Bolle

DEED OF GIFT



This Deed of Gift is dated

Albany Court
SN/1/C17
61905/2841579

Total:
Amount Tendered:
Charges:

AL3
\$20.00
\$20.00
\$20.00
\$0.00
22/03/2007 09:52

BETWEEN: Shire of Denmark or Shire of Denmark East Highway, Denmark, Western Australia ("the Shire")

and Bert Bolle of Lot 236 Burke Place, Denmark, Western Australia ("Bolle")

RECITALS

- A. Bolle owns the Barometer free from encumbrances.
- B. The Shire is a local government established under the Local Government Act 1995.
- C. Bolle, being desirous of benefiting the Shire, is desirous of conveying the Barometer to the Shire by way of gift.

OPERATIVE PROVISIONS

1. Definitions

In this Deed of Gift, unless a contrary intention appears:

"**Barometer**" means the barometer and other items described in the Schedule.

2. Gift

In pursuance of the said desire, Bolle hereby conveys and assigns unto the Shire the Barometer to hold the same unto the Shire absolutely.

SCHEDULE

One European oak plank being about 9m long, about 40cm wide and about 1m wide at the base.

One steel top cover for the plank mentioned above.

One glass cistern manufactured by Schott, Germany, 60cm diameter.

One glass cover of 12mm thick, in two parts, for the glass cistern.

One rubber seal for the cistern cover.

One analogue and one digital thermometer for the glass cistern.

One aluminium stand for the glass cistern.

One circular collar with oak finish in two halves to fit around the stand of the glass cistern.

Four glass pipes being 9cm thick, three of them being 3m long, one of them 2.50m long plus one spare pipe of 2.75m long (if available).

One glass cap for the top pipe.

Four aluminium fitting sets with rings for the flanges of the glass pipes.

One steel bracket to hold the pipe system.

Various small steel parts, e.g. bolts, nuts, washers and rings.

One transparent Perspex plate of 3m long, about 40cm wide and 25mm thick.

Two Perspex brackets, 25mm thick.

One 6mm thick white Perspex register plate, same size as the Perspex plate above.

One vacuum pump, manufactured by Busch, Germany.

One Secuvac safety valve, manufactured by Leybold Hereus, Germany.

One water detecting safety device.

Executed as a Deed

Signed for and on behalf of the Shire of Denmark



Chief Executive Officer

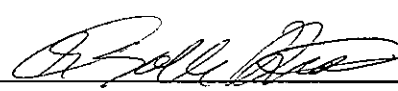
16 FEB 2007




Witness

Signed by Bert Bolle 

In the presence of:

Witness: 

Address: 

Occupation: 
