



## PEACE RIVER REGIONAL DISTRICT

Office of: Administration

October 4, 1996

Mr. Don Nearhood  
Box 3032,  
Buick Creek, BC  
V0C 2R0

Dear Mr. Nearhood:

The purpose of this letter is to set out the terms of the Agreement between you and the Peace River Regional District ("the Regional District") for the purchase by the Regional District of the Don Nearhood Miniature Museum Collection.

You created and own the Don Nearhood Miniature Museum Collection, a unique collection of historical figures and scenes, which are described in Schedule "A" to this letter (the "Collection"). The Regional District wishes to purchase the Collection from you, and you have agreed to sell the Collection to the Regional District, on the terms and conditions which are set out in this letter.

You hereby agree to give, assign, transfer and set over to the Regional District all your right, title, interest, property, claim and demand whatsoever in and to the Collection, for the purchase price of Twenty Thousand Dollars (\$20,000.00). This transfer of ownership by you, and the payment of the purchase price by the Regional District, will be made on October 15, 1996.

You warrant and agree with the Regional District that you have good title to and that you rightfully and absolutely possess the Collection. You agree that the Regional District will have possession and enjoyment of the Collection for its use and benefit without any interruption, claim or demand to it, after the date of the transfer.

B-1

.../2

PLEASE REPLY TO:

☒ P.O. BOX 810, DAWSON CREEK, B.C. V1G 4H8, TELEPHONE (604) 784-3200 or 1-800-670-7773, FAX: (604) 784-3201  
☐ 9912 - 106 AVENUE, FORT ST. JOHN, B.C. V1J 2N9, TELEPHONE: (604) 785-8084, FAX: (604) 785-1125

You and the Regional District agree that this sale will enure to the benefit of and be binding upon both your and the Regional District's respective successor and assigns.

Please indicate your agreement to the above terms and conditions by signing and dating the enclosed copy of this letter where indicated below, returning it to the Regional District.

Yours truly,

*Moray Stewart*  
for Moray Stewart  
Administrator

**AGREED and CONSENTED** to this \_\_\_\_\_ day of October, 1996.

\_\_\_\_\_  
Don Nearhood

B-1

## MUSEUM ARTIFACTS USE AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 1996.

BETWEEN:

PEACE RIVER REGIONAL DISTRICT  
1981 Alaska Avenue, Box 810  
Dawson Creek BC V1G 4H8

AND:

BC HYDRO AND POWER AUTHORITY, a Crown corporation having an address at  
333 Dunsmuir Street, Vancouver, BC, V6B 5R3

("Hydro")

GIVEN THAT:

- A. The Regional District is the owner of the Don Nearhood Miniature Museum Collection, a unique collection of miniature historical figures and scenes, as described in Schedule "A" to this Agreement ("Collection"); and
- B. The Regional District and Hydro have agreed that Hydro will display a portion of the Collection at the Peace Canyon Dam, on the terms and conditions set out in this Agreement.

THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration (receipt and sufficiency of which is acknowledged by the parties), the parties agree as follows:

### Use of Collection

- 1. The Regional District agrees to lend to Hydro and Hydro agrees to take that portion of the Collection set out in Schedule "A" to this Agreement (which portion will hereinafter be referred to as the "Collection", for the sole purpose of displaying the Collection to the public at the Peace Canyon Dam.

### Term

- 2. Hydro agrees to take and use the Collection only for the purpose of public display for a term of \_\_\_\_ months, subject to earlier termination under this Agreement ("Term").

B-2

### Care and Protection of Collection

- 3 Hydro agrees to treat the Collection with the utmost care and respect, in recognition of its irreplaceable historical and artistic value. Without limiting the foregoing Hydro agrees to:
- (a) take all necessary steps to keep the Collection safe and intact, and in its original condition,
  - (b) take due care in handling the Collection,
  - (c) protect the Collection from theft and damage, and
  - (d) provide an adequate display facility to prevent handling of the Collection by members of the public

### Storage Boxes and Display Cases

4. Hydro agrees to construct and provide storage boxes and display cases sufficient to safely store and display the Collection. Hydro agrees to give these storage boxes and display cases to the Regional District, at no cost, at the end of the Term.

### Insurance

5. The Regional District will obtain and maintain during the Term property insurance for the Collection.

### Termination

6. At any time during the Term, either party may give a notice of termination to the other party, terminating this Agreement as of the date specified in the notice, which date shall be at least thirty (30) days from the date of the notice. Upon any termination under this section, Hydro must return the Collection to the Regional District no later than the date of termination.

### No Assignment

7. Hydro must not lend to any other person or allow any other use of the Collection other than that set out in this Agreement. Hydro may not assign this Agreement in whole or in part without the prior written consent of the Regional District, which consent is within the absolute and unfettered discretion of the Regional District.

Notice

8. Any notice, waiver, request, direction or other communication required or permitted to be given or made by any party under this Agreement, must be in writing to be effective only when delivered in person, or sent by facsimile.

Waiver

9. Waiver by the Regional District of any default of Hydro is not deemed to be a waiver of any subsequent default of Hydro.

Whole Agreement

10. The provisions in this Agreement and the schedule hereto constitute the whole of the Agreement between the parties, and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

AS EVIDENCE OF THE MUTUAL INTENTIONS OF THE PARTIES to be bound by all the terms of this Agreement, each have duly executed this Agreement below.

The Corporate Seal of PEACE RIVER )  
REGIONAL DISTRICT was hereunto )  
affixed in the presence of: )

\_\_\_\_\_)  
Chair )

\_\_\_\_\_)  
Secretary )

Date: \_\_\_\_\_)

The Corporate Seal of BC Hydro )  
AND POWER AUTHORITY was )  
hereunto affixed in the presence of: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

Date: \_\_\_\_\_)

B-2