



DEPARTMENT OF LANDS AND FORESTS.

Permit under the "Water Act, 1939," authorizing the Occupation of Crown Land.

PEMBERTON VALLEY DYKING DISTRICT, of Pemberton, B.C.

the holder of a water licence authorizing the diversion of water from Lillooet River, is hereby authorized to occupy by maintaining and operating thereon the works authorized under Conditional Water Licence No. 17943.

the following Crown land, namely:—

Lot 172 - 1200' in length; Lot 175 - 4030' in length; North of Lot 3304 - 350' in length; East of Lot 758 - 150' in length; Lot 758 - 2900' in length, Lot 185 - 500' in length; Lot 187 - 5200' in length; being a total length of 14,330' and 300' in width, the location of which is shown approximately on the plan attached to the said water licence and marked "R/W".

having an area of 99.0 acres.

And, subject to the payment of royalty and stumpage under the "Forest Act" is authorized to cut and remove from the said lands any timber the removal of which is necessary to permit the construction of the said works.

~~There is payable in respect of this permit an annual rental of _____ which is subject to alteration at any time. Failure to pay the annual rental will render this permit subject to cancellation.~~

This permit is appurtenant to the ^{undertaking} land to which the aforesaid water licence is appurtenant.

The conditions relative to the rights granted under this permit are printed on the back of this form.

Issued the 27th day of August, 19 47

Acting Deputy Minister of Lands and Forests. *C. Hopper*

File 0167108

W.R. Map

Ref. Map 63 (E, F-1)

2948

CONDITIONS RELATIVE TO THE RIGHTS GRANTED
UNDER THIS PERMIT.

1. This permit is issued under section 20 of the "Water Act, 1939," and the rights hereby granted are subject at all times to the provisions of that Act and all Acts passed in amendment or substitution thereof and to all regulations from time to time made under any such Act.

2. There is reserved to the Crown the right to grant to other persons permits to occupy the land affected by this permit without compensation to the permittee or his successors in title.

3. In the event of any dispute arising at any time between the permittee and any owner of land adjacent to the land affected by this permit with respect to the area or boundaries of the land so affected, the licensee shall at his own expense, when so directed by the Deputy Minister of Lands, have the said land surveyed by a duly qualified surveyor, and shall likewise file with the Department of Lands and Forests at Victoria, B.C., a plan showing the result of the survey.

4. This permit and the rights granted hereunder are subject always to compliance by the permittee with the terms of his water licence, and if the rights granted under the said licence should at any time be suspended or terminated the rights granted under this permit are thereupon likewise suspended or terminated.

5. The amount of royalty and stumpage payable by the permittee in respect of the timber cut or destroyed by him shall be the sum or sums fixed by the Forest Service of the Government of British Columbia.

THIS AGREEMENT made in triplicate the 7th day of July A.D. 1947.

BETWEEN:

HIS MAJESTY THE KING in the right of Canada as represented herein by the Right Honourable James G. Gardiner, Minister of Agriculture for Canada, hereinafter called the Dominion

OF THE FIRST PART

- and -

HIS MAJESTY THE KING in the right of the Province of British Columbia as represented herein by the Honourable Edward T. Kenney, Minister of Lands and Forests for British Columbia, hereinafter called the Province

OF THE SECOND PART

- and -

PEMBERTON VALLEY DYKING DISTRICT, hereinafter called the District

OF THE THIRD PART

WHEREAS it is necessary and in the public interest to reclaim an area of fertile agricultural lands in the valley of the Lillooet River in the Province of British Columbia; and

WHEREAS these lands were largely settled by returned soldiers after the First World War; and

WHEREAS these lands are being damaged from seepage, silting, stream erosion and periodic flooding from the waters of the Lillooet River and its tributaries and also great damage is being caused in the lower section of the valley by the formation of a barrier in the river between Lillooet and Tenasse Lakes, which barrier raises the level of Lillooet Lake and thereby causes progressive inundation of some of the best agricultural lands in the valley; and

WHEREAS these conditions have resulted in the almost complete abandonment of a large area of said lands by the original settlers; and

WHEREAS the Prairie Farm Rehabilitation Branch of the Dominion Department of Agriculture has completed surveys of certain areas of the

Lillooet River Valley to determine what remedial works can be undertaken for the reclamation of the agricultural lands in the section of the Lillooet River Valley above indicated; and

WHEREAS the surveys indicated that these lands can be reclaimed; and

WHEREAS the remedial measures that can be undertaken are set out in detail in a report signed by D.J. McGugan, Consulting Engineer for the Federal Department of Agriculture, dated the 10th day of August, 1945, a copy of which report is hereto attached and marked Appendix "A" to this agreement;

NOW, THEREFORE, this agreement witnesseth that in consideration of the premises and the agreements hereinafter contained, each with the other, the parties hereto agree as follows:

1. The Dominion agrees forthwith, with the funds appropriated by Parliament in the current fiscal year and with such funds as may be appropriated for the purpose by Parliament from time to time hereafter, to undertake the construction of such reclamation works, using the report of the said D.J. McGugan, Consulting Engineer, or any amendments thereto approved by the Dominion, as the basis for such works to be constructed in order to effect the reclamation of the said agricultural lands in the section of the Lillooet River Valley above indicated;
2. The Province agrees to furnish free of cost to the Dominion all rights-of-way for canals, dykes, ditches, access roads, and relocation of existing roads, or such other rights-of-way as may be required for the execution of the works, provided such title thereto is now vested in the Province or in the Pacific Great Eastern Railway Company;
3. The District agrees to make available free of cost to the Dominion or Province all rights-of-way for canals, dykes, ditches, access roads and relocation of existing roads, or such other rights-of-way as may be required for the execution of the works but not including any right-of-way over Indian Lands or any right-of-way provided for in Clause 2.;

4. The Province agrees to improve existing bridges so as to enable the Dominion to transport the necessary equipment and machinery to the scene of operations and from place to place during the construction of the work and to improve and condition such provincial roads as may be necessary to transport the necessary equipment and machinery to the scene of operations and from place to place during the construction of the works, as far as the title to said bridges and roads is now vested in the Province;

5. The Province further agrees to obtain the release of any, and all, timber and mining leases of lands required for or in connection with the execution or construction of the works herein referred to and to make available to the Dominion free of all let or hindrance the use of and access to all or any part of the lands so required;

6. The Province further agrees to make its Crown lands lying in the area referred to in the premises to this agreement available for sale to, and settlement by, persons able and willing to occupy and farm the same, giving preference to returned soldiers.

7. The Province further agrees to co-operate with the Dominion and the District and to recommend any necessary legislation, and to make available its administrative machinery, to facilitate the execution of the work herein contemplated and generally to carry out the intent and spirit of this agreement;

8. The District agrees to take over and to assume the control of the said works as soon as said works have been completed; the District further agrees that upon assuming control it will operate the said works efficiently and maintain the whole of the said works in a proper state of repair and in conformity with any statute or any statutory provisions applicable thereto, and agrees to operate and maintain the whole of the said works without expense to or assistance from the Dominion;

9. The District and the Province jointly agree to save, defend and keep harmless and to indemnify the Dominion of, from and against all claims, charges and actions that may be brought against the Dominion by reason of

The Dominion or any of its agents entering on, occupying or using any land over which the District is required to provide a right-of-way under Clause 3.

10. If any question arises as to the interpretation of this agreement or whether the Dominion has performed any of the things by the Dominion agreed to be performed, such question shall be decided by the Minister of Agriculture for the Dominion, whose decision shall be final and binding upon the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

On behalf of HIS MAJESTY THE KING,
in the right of Canada.

.....
Minister of Agriculture

.....
WITNESS as to the signature of
the Minister of Agriculture.

On behalf of HIS MAJESTY THE KING,
in the right of the Province of
British Columbia.

E. J. Harvey
.....
Minister of Lands and Forests

[Handwritten Signature]
.....

WITNESS as to the signature of
the Minister of Lands and Forests.

PEMBERTON VALLEY DYKING DISTRICT.

..... *H. Wyatt-Purden*
Chairman

..... *R. H. E. Vayb.*
Secretary

(SEAL)