

BAYOU LAFOURCHE AND LAFOURCHE-JUMP WATERWAY

STATE OF LOUISIANA

PARISH OF LAFOURCHE

BE IT KNOWN, that on this 7th day of December, 1962, before me, Jack Wise, a Notary Public, duly commissioned and qualified, in and for the Parish of Lafourche, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

L. PHILIP CAILLOUET, husband of Marie Henry, a resident of lawful age of the Parish of Terrebonne, State of Louisiana, appearing herein individually, and as agent and attorney-in-fact for:

- 1) Clyde C. Caillouet, husband of Carolyn Meyer,
  - 2) Alban C. Caillouet, Jr., a single man,
  - 3) Francis P. Caillouet, a single man,
  - 4) Abel A. Caillouet, husband of Dorothy Bernard,
  - 5) Lawrence J. Caillouet, a single man,
  - 6) Mrs. Florence Caillouet Thibodaux, wife of F. E. Thibodaux,
  - 7) Mrs. Heloise Caillouet Torres, wife of Theophile (Ted) Torres,
  - 8) Mrs. Ellen Caillouet Lasseigne, wife of Richard Lasseigne,
  - 9) Marie Therese Caillouet, a femme sole,
- all residing in the Parish of Lafourche, Louisiana;
- 10) Mrs. Corinne Caillouet Beuhler, wife of Paul Beuhler, residing in the Parish of East Baton Rouge, Louisiana;
  - 11) Adele M. Caillouet, a femme sole, of full age,
  - 12) Marie E. Caillouet, a femme sole of full age,
- both residing in the Parish of Lafourche, Louisiana;
- 13) Rt. Rev. Msgr. Lucien J. Caillouet, P. A., V. G., a single man residing in the Parish of Orleans, Louisiana,
  - 14) Most Rev. L. Abel Caillouet, D. D., a single man residing in the Parish of Orleans, Louisiana,
  - 15) Heloise M. Caillouet, a femme sole of full age, known in religion as Mother Marie Dolores of the Passion, residing in the Parish of Lafayette, Louisiana,
  - 16) Marie Antoinette Caillouet Durel, widow of Francis M. Durel,
  - 17) Lucien A. Caillouet, husband of Elaine McHughes,
- all residing in the Parish of Lafourche, Louisiana;
- 18) Rev. James L. Caillouet, a single man, residing in the Parish of Terrebonne, Louisiana,
  - 19) Dorothy M. Caillouet Klingman, wife of Elie Klingman, residing in the Parish of Terrebonne, Louisiana,

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- 20) Bernard J. Caillouet, husband of Mary Patricia Fleming, residing in the Parish of Orleans, Louisiana;
- 21) Rev. Adrian J. Caillouet, a single man, of full age, residing in the Parish of Jefferson, Louisiana,

and,

- 23) Mary Adela Caillouet, minor
  - 24) Louis Edwin Caillouet, minor
  - 25) Marie Antoinette Caillouet, minor
  - 26) James Louis Caillouet, minor
  - 27) Christine Marie Caillouet, minor
  - 28) Rose Mary Caillouet, minor, and
  - 29) Elizabeth Ann Mary Caillouet, minor,
- all of which minor children are represented herein by MRS. MARY LEGENDRE CAILLOUET, their natural tutrix, pursuant to an order of the 17th Judicial District Court, Lafourche Parish, Louisiana, a certified copy whereof is annexed hereto and made a part hereof,

hereinafter collectively referred to as "Grantor", who declared that:

WHEREAS, an Act of Congress, Public Law No. 86-645, Section 101, 86th Congress, approved July 14, 1960, authorized, inter alia, the project Bayou Lafourche and Lafourche-Jump Waterway, Louisiana, in accordance with the report of the Chief of Engineers, dated February 2, 1959, contained in House Document No. 112, 86th Congress, 1st Session; and

WHEREAS, the said Act provides that local interests shall furnish free of cost to the United States of America all rights-of-way and spoil disposal areas necessary for the construction, maintenance and operation of the Bayou Lafourche and Lafourche-Jump Waterway as a part of certain conditions of local cooperation.

NOW, THEREFORE, Grantor does hereby grant, convey, transfer, assign, set over and deliver, without any warranty, but with full substitution and subrogation in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors unto:

THE UNITED STATES OF AMERICA

or its assigns (hereinafter referred to as "Grantee") the full and complete rights, power, privilege, easement or servitude in, on and to the lands described below, for the location, construction, maintenance and operation of the Bayou Lafourche and Lafourche-Jump Waterway, Louisiana, including the right to enter upon, dig, cut away, and remove any or all of the said lands or earth necessary



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for the construction, maintenance and operation of said Water-way, the right to maintain the Waterway as a part of the navigable waters of the United States, and the right to use said lands as may be required for the deposit of dredged material or earth and for such other purposes as may be necessary for the construction, preservation and maintenance of said Waterway, the lands in, on and to which the rights, easements or servitudes above described are hereby conveyed, being situated in Lafourche Parish, Louisiana, and described as follows:

That portion of Lot 3 of Section 14, Township 23 South, Range 22 East, situated in the Parish of Lafourche, Louisiana, which is described as follows:

All of that area that lies west of a line whose azimuth is  $326^{\circ} 42'$  and located 250 feet northeasterly from the center line of the Project. This right of way is located on the left descending bank of Bayou Lafourche and Pass Fourchon, contains seven acres, more or less and is shown in yellow as tract No. 102E-1, on sheet 3 of the State of Louisiana Department of Public Works map File No. M-1390-1 dated December, 1961 and revised August 22, 1962, which map is attached hereto and made a part hereof.

AND GRANTOR DOES FURTHER, hereby grant, convey, transfer, assign, set over, and deliver, without any warranty whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors unto:

THE UNITED STATES OF AMERICA

or its assigns, the full and complete right, power, privilege, easement or servitude in, on and to the lands described below, to enter upon and deposit dredged material or earth and water carrying same at any time during the improvement, maintenance and operation of the Bayou Lafourche and Lafourche-Jump Waterway, Louisiana, pursuant to the provisions of the hereinabove cited Acts of Congress, the lands, in, on and to which the rights, easements or servitudes above described are hereby conveyed being situated in Lafourche Parish, Louisiana, and described as follows:

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1. That portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 28, Township 22 South, Range 22 East, situated in the Parish of Lafourche, Louisiana, which is described as follows:

Begin at the southwest corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 28, and go in an easterly direction along the south line of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  to a point which is 350 feet easterly from the mean low water line of the left descending bank of Bayou Lafourche. Thence in a northerly direction (350 feet easterly from and parallel to said mean low water line of the left bank) to the west line of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 28. Thence in a southerly direction along said west line of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section 28 to the south west corner and the Point of Beginning, containing 1 acre more or less, and is shown in blue as tract No. 104-E on sheet 2 of 3 sheets of the State of Louisiana Dept. of Public Works map, File No. M1390-1 dated December, 1961, revised February 7, 1962 which is attached hereto and made a part hereof.

2. That portion of Section 34, Township 22 South, Range 22 East, Sections 3, 10 and 15, Township 23 South, Range 22 East, situated in the Parish of Lafourche, Louisiana, which is described as follows:

Begin at a point at which the west line of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 34, Township 22 South, Range 22 East is intersected by a line that is 350 feet easterly from the mean low water line of the left descending bank of Bayou Lafourche and go in a southerly direction (350 feet easterly from and parallel to said mean low water line of the left descending bank) to the east line of Section 15, Township 23 South, Range 22 East. Thence in a southerly direction along said east line of Section 15 to the mean low water line of the left descending bank of Bayou Lafourche. Thence in a northerly direction along said mean low water line of the main body of Bayou Lafourche to the south line of Section 34, Township 22 South, Range 22 East. Thence in an easterly direction along said south line of Section 34 to the southwest corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 34. Thence in a northerly direction along the west line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Point of Beginning, less and except the bed of an unnamed stream which is located in Lot 8, Section 3, Township 23 South, Range 22 East, and any area that may be in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 3. This spoil area contains 109 acres, more or less, and is shown in brown as tract No. 103E on sheets 2 and 3 of three sheets of State of Louisiana Department of Public Works Map File No. M-1390-1 dated December, 1961 and revised August 22, 1962, which is attached hereto and made a part hereof.

3. That portion of Lot 3, Section 14, Township 23 South, Range 22 East, situated in the Parish of Lafourche, Louisiana, which is described as follows:

A strip of land 250 feet wide, more or less, by approximately 1500 feet long, bounded on the North by lands of the Louisiana Land and Exploration Company, South by Pass Fourchon, West by the Required Right of Way for the Leeville to Gulf Project



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and East by lands of the said L. Philip Caillouet. This tract is on the left descending bank of Bayou Lafourche, contains eight acres, more or less and is shown in green as tract No. 102E-2 on sheet 3 of three sheets of State of Louisiana Department of Public Works map File No. M-1390-1 dated December, 1961, and revised August 22, 1962, which is attached hereto and made a part hereof.

After completion of the initial pouring or depositing of dredged material or earth and water carrying same upon the property above described, Grantor reserves the right after construction of the waterway to withdraw from said spoil disposal servitude herein conveyed any portion or portions of the land referred to above upon which improvements have been, or are to be, made or which Grantor proposes to improve, for any purpose or use whatsoever, whether industrial, commercial or residential, or to use for grazing or agricultural purposes in the future within a reasonable time from date of such withdrawal. Such withdrawal shall be effective through the giving of at least 90 days written notice by Grantor to Grantee, or its assigns, the U. S. Army, Corps of Engineers, New Orleans, Louisiana. On such withdrawal, if the remaining disposal area is not adequate for spoil disposal purposes and Grantor is so notified within such 90 day period, Grantor shall grant and convey to Grantee a spoil disposal easement or servitude on such adjoining equivalent area as may be then owned by Grantor, on the same stipulation and agreement as herein conveyed, without additional cost to Grantee. It is further understood and agreed that no dredged material, earth, or water carrying same will be placed on any portion or portions of property or land upon which improvements and/or facilities presently exist, without prior written consent from the owners.

Grantor hereby releases the United States of America, or its assigns, its contractors, agents, employees and representatives from any and all claims for any and all loss, costs, damage or expense resulting to Grantor's hereinabove described land from the construction, maintenance and operation of the public work as hereinabove set forth, provided the provisions and conditions of this instrument are complied with.

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The consideration for this transfer and conveyance is hereby declared to be the benefits and improvements derived from the modification, maintenance and operation of the Bayou Lafourche and Lafourche-Jump Waterway as a part of the navigable waters of the United States, the benefits to accrue from the added convenience from the use of said Waterway and the enhanced value that will result to Grantor's adjacent land as a result of the improvements, maintenance and operation of the Waterway in accordance with the aforesaid Act of Congress.

All such rights and privileges in and to all of the said above described land as may be used and enjoyed without interfering with or abridging the privileges, rights, easements or servitudes hereby granted shall be expressly reserved to the Grantor, it being distinctly understood that the fee ownership of the above described property, including all minerals, is hereby expressly reserved to the Grantor. Without limiting the foregoing, Grantor shall have and hereby reserves the right to dredge canals and slips on or across any portion of the property affected hereby, and to construct docks, wharves, buildings, and other structures, facilities and improvements upon any portion of the said property, provided Grantor shall obtain a Department of the Army Navigation Permit and such other permits as may be required from all duly constituted Governmental authorities, State and Federal; and further subject to the understanding that any such structures or other works permitted to be located within the channel easement area shall be subject to removal or relocation at the owner's cost to protect the channel fairway as constructed or as it may be improved and widened in the future.

This grant is made subject to all prior recorded instruments affecting the land herein described.

TO HAVE AND TO HOLD the rights, powers, privileges, easements or servitudes hereby conveyed unto the United States of America, or its assigns, forever.

THUS DONE AND PASSED IN MY OFFICE in Thibodaux, State of Louisiana, on the day, month and year first above written in the presence of Mabel Legendre and Maximillion J. Acosta, Jr., lawful witnesses.



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WITNESSES:

Mabel Legendre

Maximilian J. Acosta Jr.

L. Philip Caillouet

L. Philip Caillouet, individually, )  
and as agent and attorney-in-fact for:  
Clyde C. Caillouet, Alban C. Caillouet,  
Francis P. Caillouet, Abel A. Caillouet,  
Lawrence J. Caillouet, Mrs. Florence  
Caillouet Thibodaux, Mrs. Heloise  
Caillouet Torres, Mrs. Ellen Caillouet  
Lasseigne, Marie Therese Caillouet,  
Mrs. Corinne Caillouet Beuhler, Adele  
M. Caillouet, Marie E. Caillouet,  
Rt. Rev. Msgr. Lucien J. Caillouet,  
P. A., V. G., Most Rev. L. Abel  
Caillouet, D. D., Heloise M. Caillouet,  
Marie Antoinette Caillouet Durel,  
Lucien A. Caillouet, Rev. James L.  
Caillouet, Dorothy M. Caillouet Klingman,  
Bernard J. Caillouet, Rev. Adrian J.  
Caillouet,

Mabel Legendre

Maximilian J. Acosta Jr.

Mrs. Mary Legendre Caillouet

Mrs. Mary Legendre Caillouet, Natural  
Tutrix for minor children: Mary Adela  
Caillouet, Louis Edwin Caillouet,  
Marie Antoinette Caillouet, James Louis  
Caillouet, Christine Marie Caillouet,  
Rose Mary Caillouet, and Elizabeth Ann  
Mary Caillouet.

John Wise  
NOTARY PUBLIC

My Commission expires: life

SUCCESSION OF	:	17TH JUDICIAL DISTRICT COURT
LOUIS E. CAILLOUET and	:	
TUTORSHIP OF MINORS	:	PARISH OF LAFOURCHE
PROBATE NUMBER 5805	:	STATE OF LOUISIANA

J U D G M E N T

This matter came up on petition of MRS. MARY LEGENDRE CAILLOUET, the duly qualified natural tutrix of the minors, MARY ADELA CAILLOUET, LOUIS EDWIN CAILLOUET, MARIE ANTOINETTE CAILLOUET, JAMES LOUIS CAILLOUET, CHRISTINE MARIE CAILLOUET, ROSE MARY CAILLOUET and ELIZABETH ANN MARY CAILLOUET, recommending that she be granted the authority to execute the servitude agreement with the United States of America, on behalf of her minor children, the under-tutor of the said minors having concurred in writing, and the Court having considered the matter and believing it to be to the best interest of the said minors to grant such a right, and the Court believing that the recommendations of the tutrix should be homologated and made the judgment of this Court:

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

- (1) That the recommendations of the tutrix and of the under-tutor be, and the same is hereby, approved and homologated and made the judgment of this Court.
- (2) That Mrs. Mary Legendre Caillouet, as natural tutrix of the minors, Mary Adela Caillouet, Louis Edwin Caillouet, Rose Mary Caillouet, Marie Antoinette Caillouet, James Louis Caillouet, Christine Marie Caillouet, and Elizabeth Ann Mary Caillouet, be, and she is hereby, authorized and directed to execute for and on behalf of the said minors the servitude agreement with the United States of America, all of which is in the form and substance and upon such terms and provisions as is contained in the copy of the proposed servitude agreement with the United States of America annexed hereto and marked for identification herewith as Exhibit "A".



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(3) That the copy of the proposed servitude agreement with the United States of America, attached to the petition of Mrs. Mary Legendre Caillouet, and marked Exhibit "A", be and the same is hereby, identified with and made part of this judgment.

JUDGMENT READ, RENDERED AND SIGNED at Thibodaux, Parish of Lafourche, Louisiana, on the 5<sup>th</sup> day of the month of December, 1962.

*s/ P. Louis Martin*  
Judge, 17th Judicial District Court  
Parish of Lafourche,  
State of Louisiana

FILED

DEC 5 1962

*[Signature]*  
CLERK OF COURT

A TRUE COPY  
Clerk of Court's Office  
Lafourche, La. Dec 5 1962  
*[Signature]*  
Clerk of Court

FILED FOR RECORD

JAN 10 2 54 PM '68  
*[Signature]*  
CLERK OF COURT  
PARISH OF  
LAFOURCHE, LA.