

On motion by Phillip Gouaux, seconded by Lindel Toups, the following resolution was introduced and adopted:

RESOLUTION NO. 09-299

RESOLUTION REQUESTING THAT THE ATTACHED DOCUMENTS REGARDING THE COMPANY CANAL BE FORWARDED TO THE LAFOURCHE PARISH DISTRICT ATTORNEY FOR HIS OPINION TO DETERMINE THE DRAINAGE PORTION OF THIS ISSUE SO WORK MAY PROCEED ON AREA PROJECTS.

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; therefore

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on August 25, 2009, that it does hereby request that the attached documents regarding the Company Canal be forwarded to the Lafourche Parish District Attorney for his opinion to determine the drainage portion of this issue so work may proceed on area.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Lafourche Parish District Attorney; and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:	Mr. Jerry Jones	Mr. Lindel Toups
	Mr. Michael Delatte	Mr. Phillip Gouaux
	Mr. Louis Richard	Mr. Rodney Doucet
	Mr. Joseph "Joe" Fertitta	Mr. Daniel Lorraine
	Mr. Matt Matherne	

NAYS: None

ABSENT: None

And the resolution was declared adopted this 25th day of August, 2009.

**JERRY JONES, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

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I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. 09-299, adopted by the Assembled Council in Regular Session on August 25, 2009, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 1ST, DAY OF SEPTEMBER, 2009.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

The following happened on July 14, 1899.

Robert Ruffin Barrow, Jr. is the owner of the Barataria and Lafourche Canal as per a mandamus suit decided in 1895.

In his capacity as the owner he executes a contract with four individual land owners.

He is the owner of a steam driven clam shell dredge boat and agrees to dredge the Company Canal from a point chosen by him to Lockport to provide drainage into perpetuity.

.This grant of drainage rights does not restrict the direction of flow therefore as owner of the canal in its entirety Barrow grants unrestricted drainage rights into the canal.

The contract acknowledges the absence of access to Bayou Lafourche when it specifies the delivery of coal to be accomplished by crossing the levee.

The reference to the Golden Ranch Plantation is the same site called Golden Range Cattle and Sugar in the transfer from Gheens the term Range is used not Ranch.

Barrow enters into the contract individually, not as a Canal Company.

Line 21-30- The said party of the first part agrees and binds himself, heirs and assigns to dredge the Barataria and Lafourche Canal situated in this Parish, on the left bank of the Bayou Lafourche, with his clam shell dredge boat from a point below Mr. John R. Gheens'

Golden Ranch Plantation, said point to be decided on by him, said party of the first part, to the town of Lockport or Longueville, and to grant to said parties of the second part, the right to drain their lands situated in the vicinity of said dredge canal into the same, in perpetuity, and he further binds himself during the operation of his said dredge boat and the dredging of said Barataria and Lafourche Canal not to obstruct or stop any canal or ditches already existing and which allow drainage into said canal of any land belonging to any of the parties of the second part herein. This makes it clear that drainage into the canal regardless of direction of flow is granted.

Barrow individually, not B&L or B&L #2 guarantees drainage into a canal he owns into perpetuity. This instrument is executed as R. R. Barrow.

This foreclosure is another attempt to acquire the title of the company canal, which by the enabling act was a "body politic" requiring the State to be a party to any litigation.

'The Parish has no worry over drainage.

C. Rte. No. 33 p. 27

STATE OF LOUISIANA.

PARISH OF LAFOURCHE.

OA 14420

Be it Known, That on this Fourteenth (14th.) day of the month of July in the year of Our Lord One Thousand eight hundred and ninety-nine, and of the Independence of the United States of America, the one hundred and twenty-third year.

Before me, HENRY N. COULON, a Notary Public, duly commissioned, qualified and sworn in and for the Parish of Lafourche, State aforesaid, therein residing, and in the presence of Messrs. Charles J. Coulon and Thomas A. Badamy, both good and competent witnesses, residing in this Parish,

PERSONALLY CAME AND APPEARED :-

1st.- Mr. Ruffin R. Barrow, a resident of the Parish of Terrebonne, and State of Louisiana, party of the first part, and 2nd.- Messrs. Charles S. Mathews, Cleophas Lagarde, Sylvere S. Bourg and J. Loviney LeBlanc, all residents of the Parish of Lafourche, and State of Louisiana, who declared that they had and by these presents they do enter into the following agreement, covenant and contract, to-wit:-

The said party of the first part agrees and binds himself, his heirs and assigns to dredge the Barataria and Lafourche Canal situated in this Parish, on the left bank of the Bayou Lafourche, with his Clam shell dredge boat from a point below Mr. John R. Cheens' "Golden Ranch Plantation", (said point to be decided on by him, said party of the first part) to the town of Lockport or Longueville, and to grant to said parties of the second part the right to drain their lands situated in the vicinity of said dredged Canal into the same, in perpetuity, and he further binds himself during the operation of his said dredge boat and the dredging of said Barataria and Lafourche Canal not to obstruct or stop any

ditches
rains, canals or openings already existing, and which allows drain-
age into said canal of any lands belonging to any of the parties
of the second part herein. The party of the first part further
binds himself to commence the dredging of said Canal within one
month from the execution hereof and to continue the said dredging
without interruption to its completion, saving and excepting acci-
dents and repairs, unavoidable and beyond his control, and in con-
sideration of the obligation herein assumed and the right of
drainage hereby granted he shall receive the sum of One Thousand
Dollars to be paid to him as herein below stipulated, by the par-
ties of the second part.

Now, the parties of the second part hereto agree to furnish to
said party of the first part, in due time on the banks of the said
canal on the Gayoso Plantation, Six hundred barrels of Coal for
use of a boat to carry said dredge from a point between the said Gayoso
Plantation to a point below the Golden Ranch plantation belonging
to John R. Gheens, and to so place said coal that it can be reached
by the said dredge boat, and to charge said party of the first part
therefor not more than was paid by them for same delivered over
the levee of the Bayou Lafourche, and further to supply wood, for
use of the boat, to the completion of the said dredging as herein stipulated,
provided, said wood may be taken from the banks of said Barataria
and Lafourche Canal and to charge said party of the first part
therefor, not more than the cost of the chopping thereof; and fur-
ther, the said parties of the second part hereby agree to pay to
said party of the first part, for and in consideration of the
dredging to be done by said party and of the drainage advantages
conferred to them herein, the sum of One Thousand Dollars, and which
they hereby pledge themselves, their heirs and assigns to place
in the hands of the undersigned Notary, within five days of the

Mr. Charles S. Mathews Three hundred dollars, Mr. Cleophas Lagarde
 Three hundred dollars, Messrs. Barker and LeBlanc, herein represen-
 ted by Mr. J. Lovincy LeBlanc Two hundred dollars, and Mr. Sylvere S.
 Bourg Two hundred dollars; which said sum aggregating One Thousand
 dollars shall be deposited by said Notary in the Bank of Lafourche
 to the joint credit of the said parties of the second part and sub-
 ject to his draft; and the same, it is agreed, shall be paid by said
 Notary, to the said party of the first part in two instalments, to-
 wit: Five hundred dollars thereof when the dredge boat reaches
 the bridge across said Canal on the Gayoso Plantation, and the re-
 mainder, say, Five hundred dollars when the dredging of said Canal
 shall have been completed as herein stipulated. The said parties
 of the second part further agree to clear the banks of said canal
 from all obstructions, which by their nature, would interfere with
 the dredging of said Canal as contemplated, free from any cost to
 the said party of the first part.

Thus done, passed and signed on the day, month and year first
 above written, at my Office in the town of Thibodaux, in the pres-
 ence of the aforementioned witnesses, who have signed these presents
 together with the appearers and me, said Notary, after due reading
 of the whole hereof.

The words "drains and openings" erased and the word "ditches"
 interlined and approved before signing.

Thomas Dadeaux
Chas. J. Coulon

R. R. Barrow,
C. S. Mathews
Cleophas Lagarde
S. S. Bourg
Barker & LeBlanc
J. R. LeBlanc
Thomas Dadeaux

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Filed July 19 1989
S. J. Miller
Club