

**LAFOURCHE PARISH PLANNING DEPARTMENT**  
**P.O. Box 425 - 4876 Hwy. 1 Mathews, LA 70375**  
**985-537-7608/1-800-794-3160 Fax 985-493-6611**

**APPLICATION FOR FAMILY SUBDIVISION**

1. NAME OF SUBDIVISION OR DIVISION : \_\_\_\_\_

2. Owner(s) Name & Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

3. Agent's Name & Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

4. Engineer/Surveyor Name & Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ Email Address: \_\_\_\_\_

5. Property Location:  
On the \_\_\_\_\_ side of \_\_\_\_\_ approximately \_\_\_\_\_ ft. \_\_\_\_\_ of \_\_\_\_\_  
(N,S,E,W) (Street Hwy.) (Distance) (N,S,E,W) (Street/Landmark)

6. Variance (if applicable) - (see fee schedule for amount) What is Variance for: \_\_\_\_\_  
(submit a letter stating the reason for the variance request with application)

7. Name(s) and address of adjoining property owners (may be placed on plat or separate sheet of paper)

**8. Application Checklist:**

- \_\_\_ 1. Application Fee (see fee schedule) (check or money order made payable to Lafourche Parish Government)
- \_\_\_ 2. Affidavit of Ownership (on all owners) signed and notarized
- \_\_\_ 3. Eight (8) copies of the survey plat with the following information:
  - a) Dimensions of lots being proposed
  - b) Flood Zone Designation
  - c) Average natural ground elevation of parcels (center lot elevation to be placed on all lots flood or non-flood area)
  - d) Any existing or proposed easements or servitudes, structures, watercourse, etc.
  - e) Vicinity Map (approximate true north point, scale, etc.)
  - f) Fire hydrant(s) location and distances shown on survey plat
  - g) Individual drainage arrows and drainage destination
  - h) Minimum 25 foot street right of way on private streets (15' for access and 10' for utilities)
  - i) Minimum yard setbacks on new lots being created (20' front, 10' side, 10' rear)(vacant lots)
  - j) Road and drainage maintenance agreement, signed by all owners and request for inspection (if applicable)
  - k) Signature Block for Planning Commission Chairman:

**Approved for Family Subdivision of the Lafourche Parish Planning Commission**

l) Owner(s) signature Block: \_\_\_\_\_

m) The following letters are required:

___ Letter of "No Objection" from the Board of Health	Date Received _____
___ Letter from the Water District on the availability of service	Date Received _____

Family Subdivision Application continued:

n) The following note to be placed on survey plat:

**1) The person(s), acquiring the property more fully depicted hereon acknowledges that said property is not part of a subdivision that has been approved by the Lafourche Parish Planning Commission and the Lafourche Parish Council as a public subdivision, and accordingly, said property may not be adequately serviced by water lines, gas lines, sewerage lines, and/or other public utilities and/or facilities and/or streets, and the Lafourche Parish governing authorities shall have no obligation or responsibility to construct, repair, and/or maintain said utilities and/or streets unless and until the subdivision in which said property is located is upgraded to the standards of a public subdivision at the owner(s)' expense and the same shall be accepted by the Lafourche Parish Council as a public subdivision in accordance with the Lafourche Parish Subdivision Regulations.**

2) **Public Sale:** There shall be NO sale or transfer of land in a family subdivision outside of the family herein defined, with the exception that it shall be legally permissible for land in a family subdivision to be sold or transferred to the public if one (1) of the following conditions are met:

**(a)** Said subdivision shall be upgraded to the standards of a public subdivision at the owner(s) expense and the same is accepted by the Lafourche Parish Planning Commission and the Lafourche Parish Council as a public subdivision in accordance with these regulations; or

**(b)** At Sheriff 's sale conducted as part of a foreclosure proceeding instituted by a lending institution (I.e., a bank, savings and loan association, mortgage company, loan company, or lending entity or institution) as a result of a delinquent loan or loans with the subject property having been used or pledged as collateral therefore, or

**(c)** As a result of a transfer of land in a family subdivision from the owner thereof to a lending institution (i.e. , a bank, savings and loan association, mortgage company, loan company, or lending entity or institution) in lieu of a foreclosure proceeding or sheriff's sale (*i.e., a dation en paiement*) of land in a family subdivision from the owner thereof to a lending institution.

Explanation of any drainage easements, private street servitudes, or reservations with endorsement of owner as follows:      **OWNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

Date Application Received: \_\_\_\_\_

Date Approved: \_\_\_\_\_

The following will serve as an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present owner as recorded in the Office of the Lafourche Parish Clerk of Court. This affidavit shall indicate the legal owner of the property, the contract owner of the property, and the date the contract sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

**AFFIDAVIT OF OWNERSHIP**

STATE OF LOUISIANA  
PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, Notary Public, personally came and appeared

\_\_\_\_\_, who after being duly sworn did depose and  
(Name of Owner(s))

declare, under oath, that he/she/they acquired ownership (use percentages of ownership of applicant(s))  
of land subdivided by virtue of the following act(s) of sale:

Dated and recorded \_\_\_\_\_, in COB \_\_\_\_\_, page \_\_\_\_\_,  
under entry number \_\_\_\_\_ in the office of the Clerk of Court for the Parish of Lafourche.

I, \_\_\_\_\_, hereby depose and say that after reading of the whole,  
all of the above statements and the statements contained in the papers submitted herewith are true

\_\_\_\_\_  
(Owner's Signatures)

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**ROAD AND DRAINAGE MAINTENANCE AGREEMENT**

**A FAMILY SUBDIVISION**

Approved by the Lafourche Parish Planning Commission on \_\_\_\_\_.

The parties did further declare and acknowledge that there exists a servitude of passage and/or right of ingress and egress as well as drainage over said tract and/or the adjacent and contiguous tracts. The parties did further declare and acknowledge that for and in consideration of the mutual benefits and advantages to be derived thereby, the parties agree that any drainage as well as any and all right of ingress and egress is and shall remain private among the landowner(s) and that they will each permit and assist in the maintenance and costs of the servitude(s) of ingress and egress as well as any and all drainage thereon ***in perpetuity***. Appearers did further acknowledge and declare that they do, by this act, hold the Lafourche Parish Government harmless ( including, but not limited to, attorney’s fees and costs) from any and all liability and responsibility with regard to the right of ingress and egress as well as all drainage. In accordance herewith, the herein named owners agree to maintain any and all drainage and roadway/access and/or any other servitude, drainage and right of ingress and egress by making the necessary repairs and/or improvements, and that each will take the responsibility for same and will obligate themselves to maintain the road/servitude not only for the safety of their homes and property, but also for all who travel same, so that its condition will not prevent emergency vehicles such as ambulance, fire trucks and police vehicles from entering and existing safely. It shall be each of the owner(s) responsibility, jointly, severally and in solido, for upkeep, surfacing, and so forth of said road/servitude, and upkeep for any drainage upon the property, and the Lafourche Parish Government will not be liable for maintenance and/or improvements made to this road or for any drainage upon the property.

The foregoing agreement shall run with the land and shall be deemed to be for the benefit of the land of each of the Lot owner(s) and each and every person who shall at any time own all or any portion of the property referred to herein.

No change of ownership or title shall be construed or interpreted to transfer liability to the Lafourche Parish Government for responsibility or maintenance of any road or drainage servitude.

The parties further authorize and direct the Clerk of Court of Lafourche Parish, Louisiana, to make an inscription on said plat with regard to this Agreement.

**THUS DONE AND SIGNED** in my office in the Parish of Lafourche, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and at the terms hereinafter indicated by each of the parties after a due reading of the whole.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**OWNER(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**