

Planning Department

Petition for
ANNEXATION

250 Bouscaren St, Ste 203
Slidell, LA 70458
985.646.4320
fax 985.646.4356
planningdept@cityofslidell.org
myslidell.com

Petitioned Property

Street Address or Tax Parcel Identification Number as found on the St Tammany Parish Tax Assessor map:

58494 Tyler St, Slidell, LA 70461

Acres Proposed to be Annexed: 0.5

Current Use: Hotel

Current Parish Zoning District: NC-2

Proposed City Zoning District*: C-4

*Must submit separate Petition for Zoning Map Amendment

Proposed City Council District: E

Required Attachments

- ☒ Proof of ownership of petitioned property
- ☒ Map showing the location and measurements, and legal description, of petitioned property
- ☒ Certificate of Registrar of Voters, from the St. Tammany Parish Registrar of Voters, dated within the last six months
- ☒ Certificate of Ownership and Assessed Valuation, from the St. Tammany Parish Assessor's Office, dated within the last six months
- ☒ Fees; please speak with a Planner to confirm

Received By: JP Fee \$3500 Case # A24-09

Related Case(s):

Rec'd 11/14/24 ck# 1035

Required Signatures and Notarization

This petition must be signed in the presence of a notary public by: at least 50% of registered voters, 50% of resident property owners, and 25% in assessed value of resident property owners; or, if no registered voters or resident property owners, by all nonresident property owners. Attach additional sheets if necessary.

I/we hereby petition to have the property described in this petition annexed into the City of Slidell.

I/we acknowledge and agree that the City will place a "notice of public hearing" sign on the property and that it must remain throughout the public hearing process.

SWORN TO AND SUBSCRIBED before me this 14
day of November, 2024

Notary Public

Marie Betts
Louisiana Notary Public # 159677
St. Tammany Parish *Statewide Jurisdiction
Commissioned for life

Name, Home or Mailing Address (Street, City, State, Zip), and Email	Check all that apply in relation to the petitioned property	Signature and Date
<u>Kamlesh Patel</u> <u>1662 Gause Blvd, Slidell, LA 70458</u>	<input type="checkbox"/> Am registered to vote at <input type="checkbox"/> Live (reside) at <input checked="" type="checkbox"/> Own all or a part of	<u>[Signature]</u>
<u>Purnima Patel</u> <u>58494 Tyler St, Slidell, LA 70461</u>	<input type="checkbox"/> Am registered to vote at <input checked="" type="checkbox"/> Live (reside) at <input checked="" type="checkbox"/> Own all or a part of	<u>[Signature]</u>
	<input type="checkbox"/> Am registered to vote at <input type="checkbox"/> Live (reside) at <input type="checkbox"/> Own all or a part of	

PH - 12/16 Council 1/14 Intro Concurrence
1/28 PH

EXHIBIT A

LEGAL DESCRIPTION

**Lot 5, Square 2, Robbert Park Subdivision
58494 Tyler Drive
Slidell LA 70461**

ALL THAT CERTAIN LOT OR PARCEL OF GROUND together with all buildings and improvements thereon situated in St Tammany Parish, State of Louisiana, Robbert Park Subdivision, Square No. 2, and designated as Lot 5.

LOT 5, SQUARE NO. 2, ROBBERT PARK SUBDIVISION is further described as follows:

Lot No. 5 forms the Southwest corner of Square No. 2 and has a frontage of 145 feet along Tyler Drive and a frontage of 150 feet along Manzella Drive, with a depth parallel to Manzella Drive of 150 feet and a width in the rear parallel to Tyler Drive of 145 feet. Square no. 2 is bounded on the North by Gause Road (Blvd), on the East by Yaupon Drive, on the South by Manzella Drive, and on the West by Tyler Drive.

All in accordance with a plat of survey by John H Sollberger, C.E. dated November 20, 1956, a copy of which is on file in the official records of St Tammany Parish, Louisiana.

Included in this transaction are any and all rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining in and to the property herein described.



St. Tammany Parish Assessor's Office

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

Louis Fitzmorris
Assessor

CERTIFICATE OF OWNERSHIP AND ASSESSED VALUATION

I, the undersigned Assessor of the Parish of St. Tammany, State of Louisiana, do hereby certify that according to the assessment rolls maintained by the Assessor's Office, the following are the current owners of the following described property, to-wit:

2023 Tax Roll - Assessment Number 37126

OWNERS: Moksh Hospitality LLC

58494 Tyler Dr.,
Slidell, LA 70461

PROPERTY DESCRIPTION: **2023 TAX ROLL**

Lot 5 Sq 2 Robbert Park Sub

I do further certify that the assessed valuation of the above described tract is as follows:

2023 VALUATION:	Land	-	11,201
	Improvements	-	54,605
TOTAL ASSESSED VALUATION			65,806

In faith whereof, witness my official signature and the impress of my official seal, at

Slidell, Louisiana this the 29th day of October, 2024.

LOUIS FITZMORRIS, Assessor

TROY DUGAS, Chief Deputy Assessor



St. Tammany Parish Assessor's Office

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property is assessed in the name **Moksh Hospitality LLC** as owner for the tax year **2024** and whose address is **58494 Tyler Dr, Slidell, LA 70461** and that the following certification is applicable to the property described as follows which is proposed for annexation into the **City of Slidell**:

PROPERTY DESCRIPTION

2023 Tax Roll Assessment: Assessment Number: 37126

Lot 5 Sq 2 Robbert Park Sub

The total assessed value of all property within the above described area is
\$ 65,806.

II. The total assessed value of the resident property owners within the above described area is **\$ 0** and the total assessed value of the property of non-resident property owners is **\$65,806.**

III. I do further certify that the assessed valuation of the above described tract is as follows:

2023 ASSESSED VALUATION : \$ 65,806

In faith whereof, witness my official signature and the impress of my official seal, at
Covington, Louisiana this the **29th** day of **October**, **2024**.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor



ST. TAMMANY PARISH REGISTRAR OF VOTERS

M. DWAYNE WALL, CERA
REGISTRAR



STATE OF LOUISIANA

PARISH OF ST TAMMANY

CERTIFICATE OF REGISTRAR OF VOTERS

I the undersigned Registrar of Voters for the Parish of St Tammany, State of Louisiana, do hereby certify that the property with a municipal address of 58494 Tyler Dr, Slidell, LA 70461 and further described in the attached survey by John E. Bonneau & Associates, Inc. Survey No. 2012368 dated August 1, 2012 and further identified as ALL THAT CERTAIN LOT OR PARCEL OF GROUND together with all buildings and improvements thereon situated in St. Tammany Parish State of Louisiana, Robbert Park Subdivision, Square No. 2 and designated as Lot 5.

LOT 5, SQUARE NO. 2, ROBBERT PARK SUBDIVISION is further described as follows:

Lot No. 5 forms the Southwest corner of Square No. 2 and has a frontage of 145 feet along Tyler Drive and a frontage of 150 feet along Manzella Drive, with a depth parallel to Manzella Drive of 150 feet and a width in the rear parallel to Tyler Drive of 145 feet. Square No. 2 is bounded on the North by Gause Road, on the East by Yaupon Drive on the South by Manzella Drive and on the West by Tyler Drive.

All in accordance with plat of survey by John H. Sollberger, C.E. dated November 20, 1965, a copy of which is on file in the official records of St. Tammany Parish, Louisiana, and by the records in the Registrar of Voters, office has 3 registered voters within said property by the names of Snehal Patel, Lamount Rose and Dennis Thurman.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana on this 14th day of November, 2024.

Sincerely,

M. Dwayne Wall, CERA
Registrar of Voters
Parish of St. Tammany

CERTIFICATE of AUTHORITY
SAIASRA, L.L.C.

October 17, 2011

The undersigned Members (the "Members") hereby certify that in accordance with the Articles of Organization and Operating Agreement (if any) of SAIASRA, L.L.C. (the "Company"), the Members below are the only members and managers required to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company as such terms are defined in R.S. 12:1301, organized under the laws of Louisiana, and registered with the Secretary State of Louisiana in accordance with law; or any other similar legal entity authorized to do and doing business within the State of Louisiana.

Members hereby authorize, name, constitute and appoint:

MEHUL PATEL, MANAGER and MEMBER and PUNITA PATEL, MEMBER

(referred to as "Authorized Individual" whether one or more) for and in the name and on behalf of the Company to do the following:

1. Acquire by any means whatsoever, including but not limited to, by purchase, lease, acceptance of donation or contribution of capital or otherwise, and to dispose by any means whatsoever, including but not limited to, by sale, lease, donation or otherwise, any real estate in the State of Louisiana, or elsewhere, for such amount and on such terms and conditions and with such clauses and stipulations he deems appropriate, and in connection with any purchase, to execute and deliver to any Lender one or more promissory notes, either unsecured, or secured by a mortgage and other security instruments of any kind in connection with the financing of the acquisition of the Property (each a "Security Document"), each Security Document to contain the applicable Louisiana security clauses that are usual and customary for that Security Document, including, without limitation, a confession of judgment, waiver of appraisal, pact de non alienando, and a provision providing that encumbered property may be disposed of at public auction or private sale with or without judicial proceedings, which instruments shall contain terms and conditions deemed appropriate in the sole discretion of Authorized Individual; and
2. Generally to do and perform any and all acts and to sign any and all sales, donations, mortgages, notes, agreements, obligations, notices of assignment, notices of security interest, pledges, assignments, security agreements, financing statements and other instruments or writings of any kind whatsoever necessary or required by Lender, Seller or Buyer in connection with the contemplated sale and financing of the Property. The Company and all members thereof shall be bound by all instruments, documents, agreements and other writings executed by the Authorized Individual.
3. The Members also agree that it is the intent of this Certificate of Authority that the signature of only one of the above named Authorized Individual is required on any and all documents contemplated hereby and that all transactions by any member or manager of the Company or the Authorized Individual in the Company's name and for its account prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

Any lender shall be entitled to rely on the authority granted herein to the Authorized Individual unless and until written instructions to the contrary signed by the Members are delivered to the Lender.

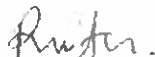
SAIASRA, LLC

BY:



Mehul Patel, Manager & Member

BY:



Punita Patel, Member

**CERTIFICATE of AUTHORITY
MANAGING MEMBER
MOKSH HOSPITALITY, L.L.C.**

October 17, 2011

The undersigned Members (the "Members") hereby certify that in accordance with the Articles of Organization and Operating Agreement (if any) of MOKSH HOSPITALITY, L.L.C. (the "Company"), the Members below are the only members and managers required to transact the Company's business and to grant the authority granted herein. Each of the Members hereby certifies that the Company is a limited liability company as such terms are defined in R.S. 12:1301, organized under the laws of Louisiana, and registered with the Secretary State of Louisiana in accordance with law; or any other similar legal entity authorized to do and doing business within the State of Louisiana.

Members hereby authorize, name, constitute and appoint:

PUNITA PATEL and/or KAMLESH PATEL (either one of them)

(referred to as "Authorized Individual" whether one or more) for and in the name and on behalf of the Company to do the following:

1. Acquire by any means whatsoever, including but not limited to, by purchase, lease, acceptance of donation or contribution of capital or otherwise, and to dispose by any means whatsoever, including but not limited to, by sale, lease, donation or otherwise, any real estate in the State of Louisiana, or elsewhere, for such amount and on such terms and conditions and with such clauses and stipulations he deems appropriate, and in connection with any purchase, to execute and deliver to any Lender one or more promissory notes, either unsecured, or secured by a mortgage and other security instruments of any kind in connection with the financing of the acquisition of the Property (each a "Security Document"), each Security Document to contain the applicable Louisiana security clauses that are usual and customary for that Security Document, including, without limitation, a confession of judgment, waiver of appraisal, pact de non alienando, and a provision providing that encumbered property may be disposed of at public auction or private sale with or without judicial proceedings, which instruments shall contain terms and conditions deemed appropriate in the sole discretion of Authorized Individual; and
2. Generally to do and perform any and all acts and to sign any and all sales, donations, mortgages, notes, agreements, obligations, notices of assignment, notices of security interest, pledges, assignments, security agreements, financing statements and other instruments or writings of any kind whatsoever necessary or required by Lender, Seller or Buyer in connection with the contemplated sale and financing of the Property. The Company and all members thereof shall be bound by all instruments, documents, agreements and other writings executed by the Authorized Individual.
3. The Members also agree that it is the intent of this Certificate of Authority that the signature of only one of the above named Authorized Individual is required on any and all documents contemplated hereby and that all transactions by any member or manager of the Company or the Authorized Individual in the Company's name and for its account prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

Any lender shall be entitled to rely on the authority granted herein to the Authorized Individual unless and until written instructions to the contrary signed by the Members are delivered to the Lender.

MOKSH HOSPITALITY, L.L.C.

BY: 
Punita Patel, Manager & Member

BY: 
Kamlesh Patel, Member

CASH SALE

84588

**BY: SAIASRA, I.L.C, and
Punita Patel, individually, and
Mehul Patel, individually**

STATE OF LOUISIANA

TO: MOKSH HOSPITALITY, I.L.C.

PARISH OF JEFFERSON

BEFORE ME, the undersigned, Notary Public, duly commissioned and qualified, in and for the State and Parish/County aforesaid, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

SAIASRA, LLC, a Louisiana limited liability company, (TIN XX-XXX3954), represented herein by Mehul Patel, Manager and Member, and Punita Patel, Member, the duly authorized representatives pursuant to that certain Certificate of Authority attached hereto and made a part hereof,

Punita Patel, individually, (SSN XXX-XX-2623), who declared that she has been married but twice, first to Vipul Patel, from whom she is divorced, and second to Mehul Patel, from whom she is divorced, and that she is currently single, and

Mehul Patel, individually, (SSN XXX-XX-2309), who declared that he has been married but once and then to Punita Patel, from whom he is divorced, and that he is currently single

The above parties further declare that the mailing address for each is:

**Mailing Address: 58494 Tyler Street
Slidell, LA 70461**

who declared that in consideration of the price and sum of **SIX HUNDRED THIRTY SIXTHOUSAND SIX HUNDRED EIGHT DOLLARS and 16/100 (\$636,608.16)**, cash in hand paid, the receipt whereof is hereby acknowledged, and good acquittance and discharge therefor given, vendor does by these presents, grant, bargain, sell, convey, assign, set over and deliver to

MOKSH HOSPITALITY, I.L.C, a Louisiana limited liability company, (TIN XX-XXX8068), represented herein by Punita Patel, Manager and Member, and Kamlesh Patel, Member, its duly authorized representatives pursuant to that certain Certificate of Authority attached hereto and made a part hereof,

**Mailing Address: 58494 Tyler Street
Slidell LA 70461**

here present, accepting and purchasing for itself, its heirs, successors, and assigns all and singular, the following described property, situated in the Parish of St Tammany, State of Louisiana, to-wit:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND together with all buildings and improvements thereon situated in St. Tammany Parish, State of Louisiana, Robbert Park Subdivision, Square No. 2 and designated as Lot 5.

LOT 5, SQUARE NO. 2, ROBBERT PARK SUBDIVISION is further described as follows:

Lot No. 5 forms the Southwest corner of Square No. 2 and has a frontage of 145 feet along Tyler Drive and a frontage of 150 feet along Manzella Drive, with a depth

parallel to Manzella Drive of 150 feet and a width in the rear parallel to Tyler Drive of 145 feet. Square No. 2 is bounded on the North by Gause Road, on the East by Yaupon Drive on the South by Manzella Drive and on the West by Tyler Drive.

All in accordance with plat of survey by John H. Sollberger, C.E. dated November 20, 1956, a copy of which is on file in the official records of St. Tammany Parish, Louisiana.

Included in this transaction are any and all rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining in and to the property herein described.

Being the same property acquired by SAIASRA, LLC, Punita Patel and Mehul Patel by act, dated June 29, 2009, and recorded as CIN 1731513, St. Tammany Parish, Louisiana.

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the described property and hereby relieve and release me, Notary, from any liability in connection therewith.

Seller makes no warranties, either expressed or implied, as to the condition of the property. Purchaser accepts the property in its "AS IS" condition and Seller's responsibility for the condition of the property is relieved at closing.

Purchaser hereby acknowledges and recognizes that this is a sale of property in its "AS IS" condition, and accordingly, Purchaser hereby relieves and releases Seller and all previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for reduction of the purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. Purchaser acknowledges that Louisiana redhibition law enables the Purchaser to hold the Seller responsible for any unknown defects in the property existing on the act of sale date, and that Purchaser is hereby waiving that right. Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.

We have read, understand and agree to be bound by the above waiver of warranty.

MOKSH HOSPITALITY, L.L.C.


By Punita Patel, Manager and Member


Kamlesh Patel, Member

TO HAVE AND TO HOLD the above-described property together with all improvements and appurtenances thereto belonging unto said vendee, its heirs, successors and assigns, in full ownership of property forever, free from any lien, mortgage, privilege or encumbrance whatsoever, with full and general warranty of title, and with full substitution and subrogation to all rights of warranty and other rights held by said vendor.

Any mortgage, conveyance and tax research certificates which may be required by law or custom are hereby waived by the parties hereto, who covenant to hold me, Notary, harmless from non-production thereof.

All taxes on the above-described property for the three years preceding passage of this act of sale have been paid as per declaration of vendor, and the parties agree that the taxes for the current year have been not been prorated.

THUS DONE, READ AND PASSED at my office in METAIRIE, State of Louisiana, on the 17th
day of **October, 2011**, in the presence of the two undersigned competent witnesses who hereunto sign
their names together with said appearers and me, Notary.

WITNESSES:

Mehul Patel
Signature

D. W. Venable
Print Name

Shawn Ellzey
Signature

Shawn Ellzey
Print Name

SAIASRA, LLC

Mehul Patel
By Mehul Patel, Manager & Member

Punita Patel
By Punita Patel, Member

Punita Patel
By Punita Patel, Individually

Mehul Patel
By Mehul Patel, Individually

MOKSH HOSPITALITY, L.L.C.

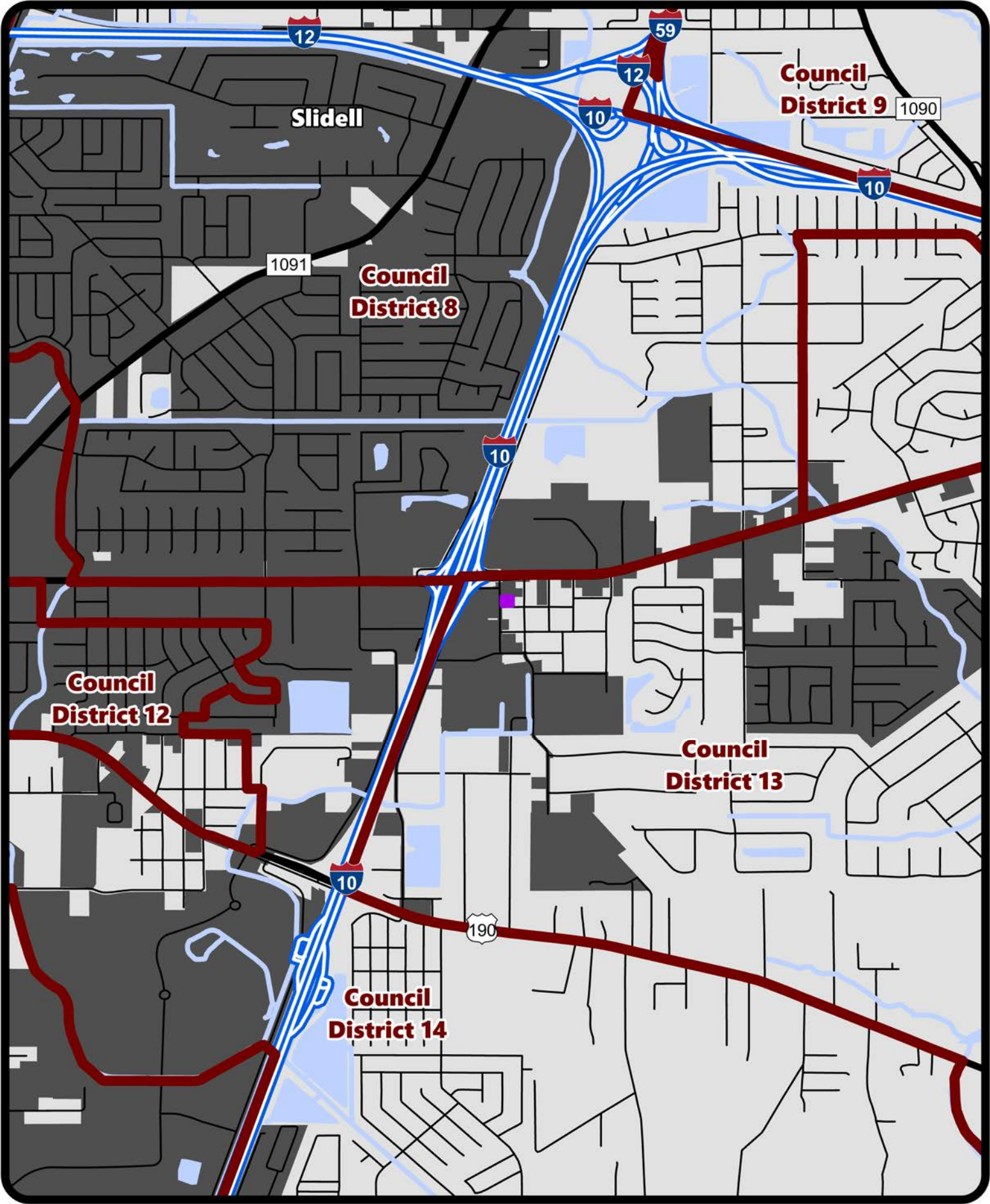
Punita Patel
By Punita Patel, Manager & Member

Kamlesh Patel
By Kamlesh Patel, Member

William C. Wells
NOTARY PUBLIC

My Commission Expires 11/15/11 / BAH NO. 20411
Bar Roll / Notary Public
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Return to:
Delta Title Corporation
Commercial Department
3601 N. I-10 Service Road W.
Metairie LA 70002

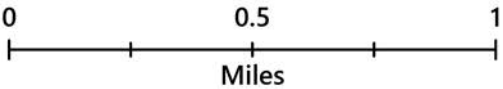


Slidell Annexation (SL2024-06)
Overview Map

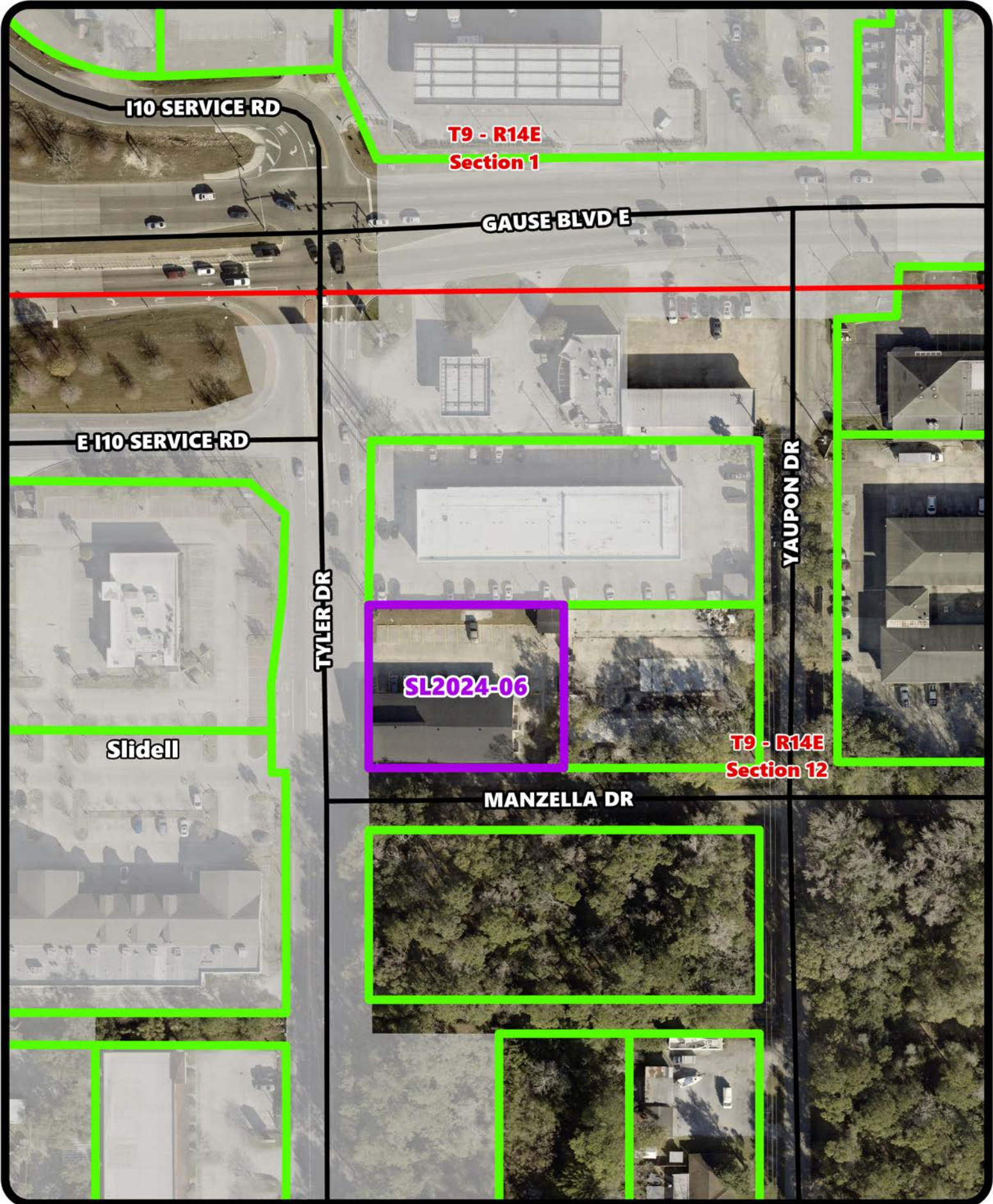
- Roads
- Annexation Request
- City Limit
- Council Districts
- Waterway



St. Tammany Parish Government
P.O. Box 628
Covington, LA. 70434



This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish.
It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such.
Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information.
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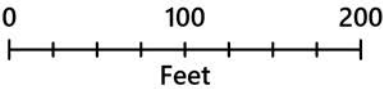
Slidell Annexation (SL2024-06)

Aerial Map

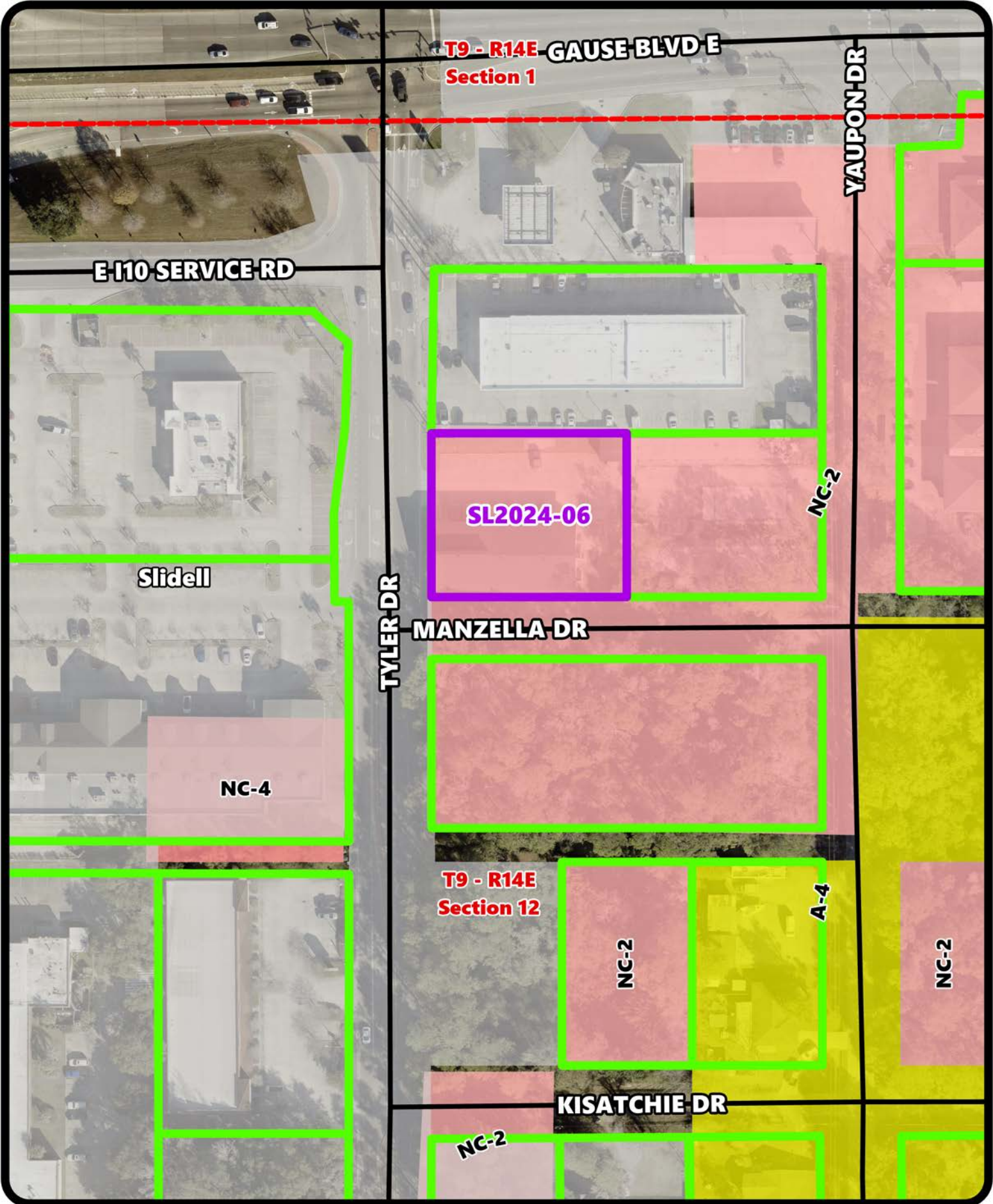
-  Rivers
-  Roads
-  Annexation Request
-  Assessor Parcels
-  City Limit
-  Section Township Range



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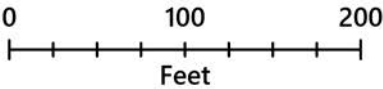
Slidell Annexation (SL2024-06)
Zoning Map

- Rivers
- Roads
- City Limit
- Annexation Request
- Assessor Parcels
- Section Township Range

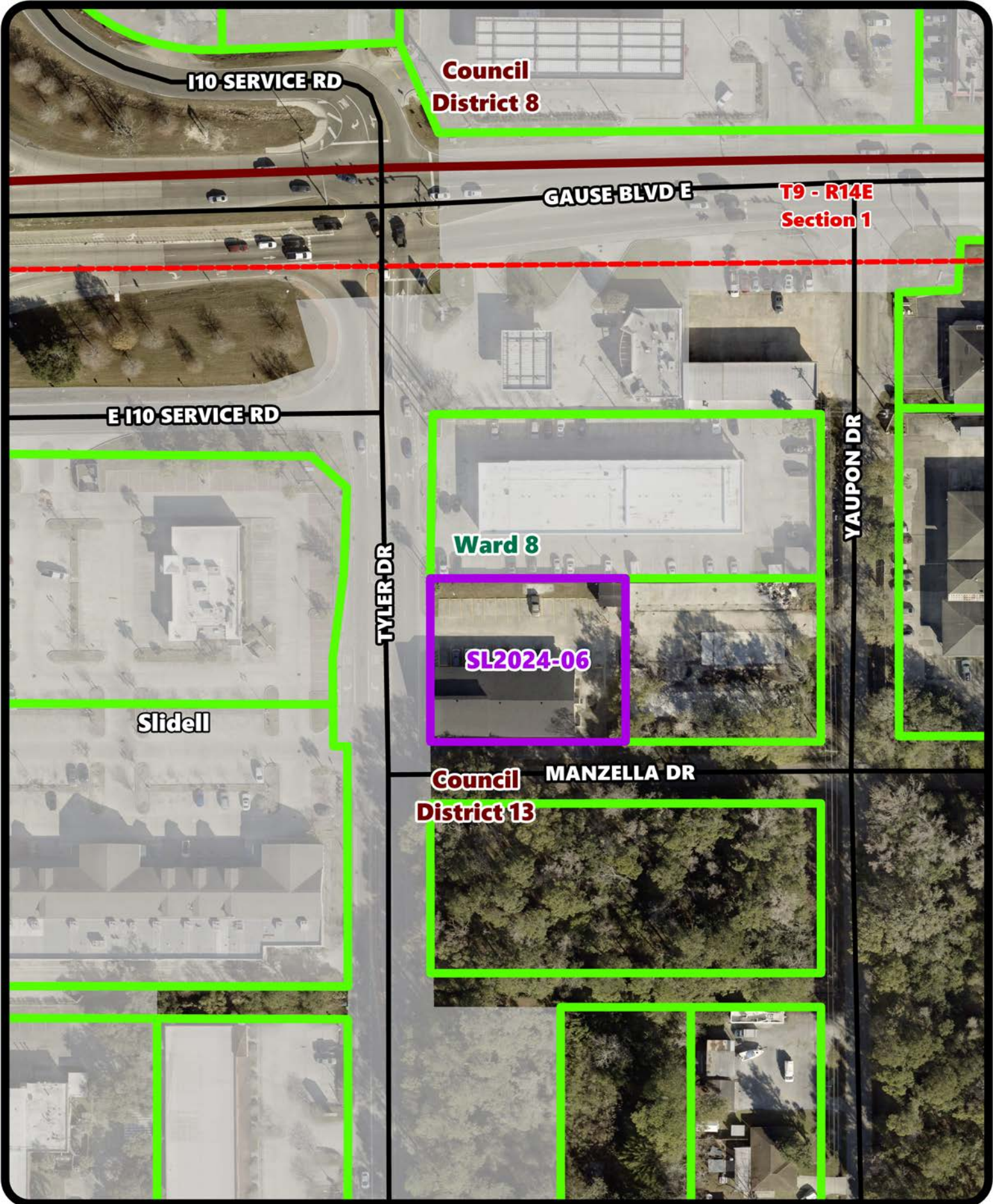
- Zoning Classification**
- A-4 Single Family Residential
 - NC-2 Indoor Retail Service
 - NC-4 Neighborhood Institutional



St. Tammany Parish Government
P.O. Box 628
Covington, LA. 70434



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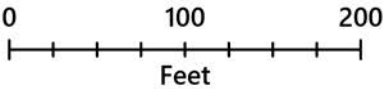


Slidell Annexation (SL2024-06)
Political Map

- Rivers
- Roads
- Annexation Request
- Assessor Parcels
- City Limit
- Council Districts
- Section Township Range
- Wards



St. Tammany Parish Government
P.O. Box 628
Covington, LA. 70434



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Staff Comments for Slidell Annexation (SL2024-06) – 58494 Tyler Street

Tammany Utilities – (ctissue) - There are no utility conflicts that need to be resolved for this annexation.

Public Works – (jlobrano) - Property abuts Manzella Dr (R08M017) a parish-maintained road for 150 feet. the parish will need to consult with our civil division to see how to proceed.

Civil DA Division – (jalphonse) - St. Tammany Parish Government (the "Parish") executed an agreement entitled "Sales Tax Enhancement Plan by and Between the Parish, Sales Tax District No. 3, and the City of Slidell "(hereafter the "Agreement") December 1, 2006 with the City of Slidell (the "City"). The Agreement expires November 30, 2031.

The property that is proposed to be annexed has a current, developed business usage.

City already appears to maintain all of Tyler Street fronting the property, and/or Tyler St. is not mapped as being included Parish maintenance system. The portion of Manzella Dr along sideline of property is in Parish maintenance system, and that half of Manzella Dr along the sideline should now fall under Slidell's maintenance system/obligations (150' from Tyler Drive heading east).

Article 1 of the Agreement addresses annexation. Per Section A, for subsequently-annexed developed property, all net proceeds are retained by the STD#3 unless Parish Council concurs in annexation. Concurrence is not to be arbitrarily refused. Where Parish Council has concurred, STD#3 retains 50% of net proceeds and 50% is remitted to Slidell.

Article 4, Zoning of Annexed Properties, does not appear to apply as the property is developed commercial. Application proposes C4 zoning from Parish's NC-2. However, the Agreement does not address zoning of developed commercial properties. La.R.S. 33:172(A)(1)(e) prohibits less-restrictive uses than Parish zoning unless Council consents via Resolution.

DES – (tbrown) – No DES issues.

Planning & Development – (rliner) - Application proposes C4 zoning from Parish's NC-2, which is an intensification of zoning.

Engineering Comments – (treynolds) The property being annexed is an existing developed property. There is not a provision in the annexation agreement that defines the engineering requirements for already developed properties being annexed into the City of Slidell. As such, any land clearings, site work or development performed on the property shall be permitted and reviewed by the City of Slidell, and shall not cause an adverse impact to adjacent properties, right of way(s), and/or drainage features located within Unincorporated St. Tammany Parish.

Department of Finance – (aperkins) Right now we receive 100% of the Sales Taxes which is about \$405 per month. Once annexed we will only receive 50% of the Sales Taxes.