

From: [Carmine Tomas](#)
To: [Rosenson, Valerie](#)
Cc: [Pia Jr., Charles](#); [de la Cruz, Virgil](#); [Quinones, Matt](#); [Blessing, Ralph](#); [Adams, Terry](#); suehrn1@optonline.net
Subject: Fwd: LU30.025 - UPDATED & CORRECTED Verification of Petition for Appeal of Amendments to the Master Plan for B&S Carting Site (application # 432 and 433) - 701 PACIFIC STREET
Date: Wednesday, January 30, 2019 4:38:17 PM
Attachments: [701 Pacific Street Warranty Deed.pdf](#)

Ms. Rosenson,

I just received the updated memo dated 1/30/19.

My property at 701 Pacific Street is still not noted correctly.

I have attached a copy of the Warranty Deed, which is stamped and recorded with the City of Stamford Town Clerk dated December 31, 2012, showing ownership belonging to Carmelo Tomas, Carmine Tomas, Elisabeth Tomas and Maria Tomas as signed on the appeal.

I would like my property properly noted, for the record, VALID and counted in the appeal.

Please make the appropriate corrections.

Thank you,

Carmine Tomas

-----Original Message-----

From: Carmine Tomas <regcal@aol.com>
To: vrosenson <vrosenson@stamfordCT.gov>
Cc: cpia <cpia@stamfordCT.gov>; vdelaCruz <vdelaCruz@stamfordCT.gov>; mquinones <mquinones@stamfordCT.gov>; rblessing <rblessing@stamfordct.gov>; tadams <tadams@stamfordct.gov>
Sent: Mon, Jan 28, 2019 6:12 pm
Subject: RE: LU30.025 - UPDATED & CORRECTED Verification of Petition for Appeal of Amendments to the Master Plan for B&S Carting Site (application # 432 and 433)

Ms. Rosenson,

I wanted to bring to your attention that 701 Pacific Street is owned by Carmelo Tomas, Carmine Tomas, Elisabeth Tomas and Maria Tomas who properly signed the appeal. You stated that there were no records showing who received the assets of the LLC when the LLC was dissolved with no update in the Town Clerks records showing who received the assets of the LLC.

I have a copy of the Warranty Deed which is stamped and recorded with the City of Stamford Town Clerk dated December 31, 2012 showing ownership belonging to

Carmelo Tomas, Carmine Tomas, Elisabeth Tomas and Maria Tomas as signed on the appeal.

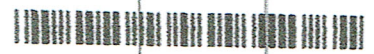
Therefore, for the record, this property should be VALID and counted in the appeal.

Thank you,

Carmine Tomas

#6 blk #87

701 PACIFIC



INSTR # 2012031473
VOL 10624 PG 170
RECORDED 12/31/2012 01:24:44 PM
DONNA M. LOGLISCI
CITY & TOWN CLERK STAMFORD CT
BLOCK

WARRANTY DEED
STATUTORY FORM

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, KNOW YE THAT CARMELO TOMAS ("Grantor") of the City of Stamford, County of Fairfield and State of Connecticut for NO (\$00.00) consideration grants a total of a Forty-Nine (49%) percent undivided interest with WARRANTY COVENANTS in and to all that certain real property more particularly described in Schedule A attached hereto and made a part hereof (the Premises) as follows: A twenty-five (25%) interest to Carmine Tomas ("Grantee"), of 14 Holbrook Drive, Stamford, CT 06906; a twelve (12%) percent interest to Maria Tomas ("Grantee") of 924 N. Sierra Bonita Ave. # 4, W. Hollywood, CA 90046; and a twelve (12%) percent interest to Elisabetta P. Tomas ("Grantee") of 283 View Street, New Haven, CT 06511, it being the intention of this deed for Grantor to retain a 51% interest in said parcel.

Said Premises are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulations governing the said Premises.
2. Real property taxes on the current Grand List and any municipal liens or assessments becoming due and payable on or after the delivery of this Deed.
3. It shall be a condition of this deed that, in the event a Grantee wishes to sell his or her interest, the other Grantees shall have a right of first refusal as hereinafter set forth. With respect to this right, in the event more than one Grantee wishes to exercise his/her right of first refusal then said other Grantees shall acquire the selling Grantees interest in equal shares, or in such other shares as they may agree upon. This right of refusal is as follows: if any of the Grantees herein desire to convey the Premises ("the Conveying Grantee") to any party other than the Grantor or a Grantee (a "Third Party"), the Grantor and/or the non-Conveying Grantee(s) shall have the first right of purchase of the Premises at the same price as that set forth in a fully executed agreement with a bonafide, "arms length" Third Party for the purchase of the Conveying Grantee's interest in the Premises ("the Purchase Agreement"). Said right shall be exercised by written notice to the Conveying Grantee within thirty (30) days of receipt of a copy of the Purchase Agreement by the Grantor, his heirs or assigns, and/or the non-Conveying Grantee(s) and such election shall be valid provided the consideration for such purchase is tendered to the Conveying Grantee within sixty (60) days of the giving of notice of such of exercise of the right of purchase by the Grantor and/or the other non-Conveying Grantee(s), as the case may be. The condition of the deed set forth hereinabove shall not be binding upon the Grantor herein and shall, in any event, terminate upon the death of the last of the Grantor and all of the Grantees herein.
4. Such additional encumbrances, if any, as more particularly set forth in Schedule A attached hereto.
5. Rights of Tenants, if any.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this 29th day of December, 2012.

Carmelo Tomas, Grantor

Signed, sealed and delivered in the presence of or attested by:

Witness:
Harold F. Bernstein

Witness:
Luella Cafolla

STATE OF CONNECTICUT

ss. Stamford

COUNTY OF FAIRFIELD

Personally appeared Carmelo Tomas, signer and sealer of the foregoing instrument, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained in the capacity therein stated, before me, on this 31st day of December 2012.

Harold F. Bernstein
Commissioner of the Superior Court

SCHEDULE A

ALL THAT CERTAIN piece, parcel or tract of land, with the buildings thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut, and bounded northerly, one hundred (100) feet by Woodland Avenue; easterly forty (40) feet by Pacific Street; southerly, one hundred three (103) feet by land of Charles A. Traendly; and westerly forty (40) feet by land of Sophie B. Bawleck.

The foregoing premises being conveyed subject to:

1. Zoning and planning rules and regulations of the City of Stamford, and any other restrictions or regulations of use imposed or to be imposed thereon by governmental authority.
2. Taxes of the City of Stamford on the List of October 1, 2003, which the Buyer will assume and agree to pay as part of the consideration hereof.
3. Remaining sewer construction assessment of the City of Stamford, if any.
4. Any and all encumbrances, easements and/or restrictions of record.
5. Any state of facts an accurate survey of the premises would disclose.