

Confirmation by USPS - Eighteen (18) responses were received by the Court (1 + 17 = 18).

Confirmation by USPS - Eighteen (18) responses were received by the Court (1 + 17 = 18)

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. _____

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code: 85614 Day of Delivery: 9/25 Postage: \$62.65

Date Accepted: 9/24/12 Scheduled Date of Delivery: 9/25 Return Receipt Fee: \$

Month: 9 Day: 24 Scheduled Time of Delivery: Noon 3 PM Insurance Fee: \$

Time Accepted: 1:51 AM PM Military: 2nd Day 3rd Day Total Postage & Fees: \$62.65

Flat Rate or Weight: _____ Int'l Alpha Country Code: _____ Acceptance Emp. Initials: (AM)

lbs. ozs.

FROM: (PLEASE PRINT) PHONE ()
ANTHONY O'CONNELL
439 S VISTA DEL RIO
GREEN VALLEY, AZ 85614

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

Response sent 9/24/12 with 17 items for \$62.65

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. _____

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

TO: (PLEASE PRINT) PHONE ()
CLERK OF THE CIRCUIT COURT
JOHN T FREY
CIRCUIT COURT OF FAIRFAX
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

Seventeen (17) items
Trustee sent seventeen (17) items to the Court in response to the Complaint. USPS says 6 pounds 1 ounce were delivered on 9/26/12 at 10:44 am. USPS EI 480187651 US

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. _____

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code: 85614 Day of Delivery: 9/24 Postage: \$18.95

Date Accepted: 9/20/12 Scheduled Date of Delivery: 9/24 Return Receipt Fee: \$

Month: 9 Day: 24 Scheduled Time of Delivery: Noon 3 PM Insurance Fee: \$

Time Accepted: 1:50 AM PM Military: 2nd Day 3rd Day Total Postage & Fees: \$18.95

Flat Rate or Weight: _____ Int'l Alpha Country Code: _____ Acceptance Emp. Initials: (AM)

lbs. ozs.

FROM: (PLEASE PRINT) PHONE ()
ANTHONY O'CONNELL, TRUSTEE
439 S. VISTA DEL RIO
GREEN VALLEY, AZ 85614

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

Response sent 9/22/12 with 1 item for \$18.95

EXPRESS MAIL
UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. _____

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

TO: (PLEASE PRINT) PHONE ()
CLERK OF THE CIRCUIT COURT
JOHN T FREY
CIRCUIT COURT OF FAIRFAX CO
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

One (1) item
Trustee sent one (1) item to the Court in response to the Complaint. USPS says 12 ounces were delivered on 9/24/12 at 10:01 am. USPS EI 637303496 US

Confirmation by USPS - Eighteen (18) responses were received by the Court (1 + 17 = 18).

One (1) response sent on 9/22/12

.
Trustee sent one (1) response to the Court by USPS on 9/24/12. USPS delivered it on 9/24/12 at 10:01 am. Signed by Rodney Bass. It weighted 12 ounces and cost \$18.95.
USPS EI637303496US,

Response sent 9/22/12 with 1 item for \$18.95



EI 637303496 US



UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code 85614	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input checked="" type="checkbox"/> 2nd Del. Day	Postage \$ 18.95
Date Accepted 9/22/12	Scheduled Date of Delivery 9/24	Return Receipt Fee \$
Mo. Day Year	Month Day	COD Fee
Time Accepted 1150 AM	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight	Military <input checked="" type="checkbox"/>	Total Postage & Fees \$ 18.95
lbs. ozs.	Int'l Alpha Country Code	Acceptance Bmp. Initials AD

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. **WAIVER OF SIGNATURE (Domestic Mail Only)**
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No.

NO DELIVERY
 Weekend Holiday Mailer Signature

FROM: (PLEASE PRINT) PHONE ()
ANTHONY O'CONNELL, TRUSTEE
439 S. VISTA DEL RIO
GREEN VALLEY, AZ 85614

TO: (PLEASE PRINT) PHONE ()
CLERK OF THE CIRCUIT COURT
JOHN T. FREY
CIRCUIT COURT OF FAIRFAX CO
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811



ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)
[] [] [] [] [] + [] [] [] [] []

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.
[]

Certified-Return receipt requested.
 EI 637303496 US
 Delivered 9/24/12 at 10:01am



[Help](#)



Product Tracking & Reporting

1 item

- Home
- Search
- Reports
- Manual Entry
- Rates/
Commitments
- PTR / EDW
- USPS Corporate
Accounts

September 09, 2014

USPS Tracking Intranet Tracking Number Result

Result for Domestic Tracking Number EI63 7303 496U S

Destination and Origin		
Destination		
ZIP Code	City	State
22030	FAIRFAX	VA
Origin		
ZIP Code	City	State
856149998	GREEN VALLEY	AZ
Tracking Number Classification		
Class/Service		
Class/Service: Priority Mail Express PO-Add		
Class of Mail Code/Description: EX / Priority Mail Express™		
Service Delivery Information		
Service Performance Date: Scheduled Delivery Day and Time: Monday, 09/24/2012 15:00		
Delivery Option Indicator: 1 - Normal Delivery		
Zone: 08		
PO Box: N		
Other Information: Service Calculation Information		
Payment		
1 item	Postage: \$18.95	Weight: 0 lb(s) 12 oz(s)
Rate Indicator: PRIORITY MAIL EXPRESS FLAT RATE POST OFFICE TO ADDRESSEE		
Other Information		
Firm Label ID: 5103.0SHC L617 8087 9267		

Extra Services

Extra Services Details	
Description	Amount
PO to Addressee	

Events								
Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
								View Delivery Signature and Address
DELIVERED	09/24/2012	10:01	FAIRFAX, VA 22030	Firm Book	030SHCL617		09/24/2012 10:59:57	Facility Finance Number: 513006 Firm Name: CIRCUIT CT Recipient Name: R BASS
								Request Delivery Record
SORTING/PROCESSING COMPLETE	09/24/2012	09:21	FAIRFAX, VA 22030	System Generated			09/24/2012 09:02:16	
ARRIVAL AT UNIT	09/24/2012	09:21	FAIRFAX, VA 22030	Firm Book	030SHCL617		09/24/2012 09:28:34	
ARRIVAL AT UNIT	09/24/2012	07:04	FAIRFAX, VA 22030	Scanned	030SHNL670		09/24/2012 08:58:29	

Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
DISPATCHED FROM SORT FACILITY	09/24/2012	05:43	DULLES, VA 20101	System Generated			09/24/2012 06:42:16	
ENROUTE/PROCESSED	09/24/2012	02:14	MERRIFIELD, VA 22081	Scanned	030SGS4931		09/24/2012 02:35:45	
ENROUTE/PROCESSED	09/23/2012	22:22	DULLES, VA 20101	Scanned	EESS-001-000001		09/23/2012 21:37:27	
DISPATCHED FROM SORT FACILITY	09/22/2012	20:20	TUCSON, AZ 85726	System Generated			09/23/2012 13:36:40	
ENROUTE/PROCESSED	09/22/2012	16:49	TUCSON, AZ 85726	Scanned	030SHQ062R		09/23/2012 11:12:25	
ENROUTE/PROCESSED	09/22/2012	15:22	GREEN VALLEY, AZ 85614	Scanned	030SHNXX8P		09/22/2012 17:35:26	
ACCEPT OR PICKUP	09/22/2012	11:50	GREEN VALLEY, AZ 85614	Scanned			09/22/2012 14:32:41	Facility Finance Number: 033807

Enter up to 10 items separated by commas.

Select Search Type: Quick Search



Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9

Certified-Return receipt requested.
EI 637303496 US
Delivered 9/24/12 at 10:01am

Certified-Return receipt requested.
EI 637303496 US
Delivered 9/24/12 at 10:01am

Help



Product Tracking & Reporting

Home

Search

Reports

Manual Entry

Rates/
Commitments

PTR / EDW

USPS Corporate
Accounts

September 09, 2014

USPS Tracking Intranet

Delivery Signature and Address

Tracking Number: EI63 7303 496U S

This Item was delivered on 09/24/2012 at 10:01:00

[< Return to Tracking Number View](#)

Signature	Delivery Section
	Rodney Bass
Address	Rodney Bass
	4110 Chain Bridge Road

Enter up to 10 items separated by commas.

Select Search Type: Quick Search

Submit

Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9

delivered 9/24/12 at 10:01 AM

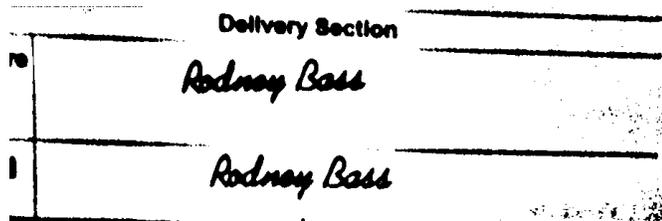


Date: 09/25/2012

ANTHONY OCONNELL

The following is in response to your 09/25/2012 request for delivery information on your Express Mail(R) item number E163 7303 496U S. The delivery record shows that this item was delivered on 09/24/2012 at 10:01 AM in FAIRFAX, VA 22030 to R BASS. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Response to Summons
Served on September 8, 2012, case 2012-13064

Dear Clerk of the Court;

The summons is confusing. I respectfully request that the Court dismiss this summons because it is against the rule of law:

- (1) This summons makes the Trustee appear individually liable. The Trustee for the Virginia Land Trust is not individually liable. Please see in the Trust Agreement: "Trustee Not Individually Liable" at bk8845p1453.
- (2) This summons asks that one party to a contract (Land Trust Agreement) change the contract. Contract law says that a contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. Contract law says that no one that is not a party to a contract can change a contract; not even a court. If this were not true, contracts could not be relied upon and business could not be conducted. Why should a Court be asked to set a new precedence?
- (3) I am guessing that the preparer of this summons may have included Steward Title's commitment of April 24, 2007, as justification to not honor "Trustee Not Individually Liable" at bk8845p1453. This title commitment says that the words "ANTHONY MINER O'CONNELL, INDIVIDUALLY" should be put in a deed. This would create a title defect. Lisa Overton of Stewart title put the "Individual" part in, not me. I asked her to remove the "Individual" part and she did in the revision of April 24, 2007. But then, in the same April 24, 2007, reversion, a version appeared with the "Individual" part put back in. I felt this insistence on the "Individual" part was to make it appear to my family that I was trying to get more of the proceeds than I should in this proposed sale and that in one of the reasons I did not sign a sales contract.
- (4) I believe the reason the accountants want my innocent sister Jean Nader in and me out, is that Jean Nader would not try to expose their accounting, but I would.

Sincerely,

Anthony Miner O'Connell, Trustee

Seventeen (17) responses sent on 9/24/12

.
Trustee sent seventeen (17) responses to the Court by USPS on 9/24/12. USPS delivered them on 9/26/12 at 10:44 am. Signed by Stephanie Walker. It weighed 6 pounds 1 ounce and cost \$62.65. USPS EI 480187651 US.

Response sent 9/24/12 with 17 items for \$62.65



EI 480187651 US



Customer Copy Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

Form with fields for ZIP Code (85614), Day of Delivery (9/25), Postage (\$62.65), Date Accepted (9/24/12), Scheduled Date of Delivery (9/25), Return Receipt Fee, Scheduled Time of Delivery (Noon), COD Fee, Insurance Fee, Total Postage & Fees (\$62.65), Flat Rate, Int'l Alpha Country Code, and Acceptance Emp. Initials.

DELIVERY (POSTAL USE ONLY)

Delivery attempt table with columns for Delivery Attempt, Time, and Employee Signature.

CUSTOMER USE ONLY

Payment by account and waiver of signature section with checkboxes for 'NO DELIVERY' and 'Weekend/Holiday'.

FROM: (PLEASE PRINT) PHONE () ANTHONY O'CONNELL 439 S VISTA DEL RIO GREEN VALLEY, AZ 85614

TO: (PLEASE PRINT) PHONE () CLERK OF THE CIRCUIT COURT JOHN T FREY CIRCUIT COURT OF FAIRFAX COUNTY 4110 CHAIN BRIDGE ROAD FAIRFAX, VIRGINIA 22030

Seventeen (17) items
Trustee sent seventeen (17) items to the Court in response to the Complaint. USPS says 6 pounds 1 ounce were delivered on 9/26/12 at 10:44am. USPS EI 480187651 US

FOR PICKUP OR TRACKING Visit www.usps.com Call 1-800-222-1811 EMS



EI 637303496 US



Customer Copy Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

Form with fields for ZIP Code (85614), Day of Delivery (9/24), Postage (\$18.95), Date Accepted (9/20/12), Scheduled Date of Delivery (9/24), Return Receipt Fee, Scheduled Time of Delivery (3 PM), COD Fee, Insurance Fee, Total Postage & Fees (\$18.95), Flat Rate, Int'l Alpha Country Code, and Acceptance Emp. Initials.

DELIVERY (POSTAL USE ONLY)

Delivery attempt table with columns for Delivery Attempt, Time, and Employee Signature.

CUSTOMER USE ONLY

Payment by account and waiver of signature section with checkboxes for 'NO DELIVERY' and 'Weekend/Holiday'.

FROM: (PLEASE PRINT) PHONE () ANTHONY O'CONNELL, TRUSTEE 439 S. VISTA DEL RIO GREEN VALLEY, AZ 85614

TO: (PLEASE PRINT) PHONE () CLERK OF THE CIRCUIT COURT JOHN T FREY CIRCUIT COURT OF FAIRFAX CO 4110 CHAIN BRIDGE ROAD FAIRFAX, VIRGINIA 22030

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.) and international destination fields.

FOR PICKUP OR TRACKING Visit www.usps.com Call 1-800-222-1811 EMS

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am



Help



Product Tracking & Reporting

17 items

Home

Search

Reports

Manual Entry

Rates/
Commitments

PTR / EDW

USPS Corporate
Accounts

September 08, 2014

USPS Tracking Intranet Tracking Number Result

Result for Domestic Tracking Number EI48 0187 651U S

Destination and Origin

Destination

ZIP Code	City	State
22030	FAIRFAX	VA

Origin

ZIP Code	City	State
856149998	GREEN VALLEY	AZ

Seventeen (17) items
Trustee sent seventeen (17) items to the Court
in response to the Complaint. USPS says 6
pounds 1 ounce were delivered on 9/26/12 at
10:44am. USPS EI 480187651 US

Tracking Number Classification

Class/Service

Class/Service: Priority Mail Express PO-Add
Class of Mail Code/Description: EX / Priority Mail Express™

Service Delivery Information

Service Performance Date: Scheduled Delivery Day and Time: Tuesday, 09/25/2012 12:00
Delivery Option Indicator: 1 - Normal Delivery
Zone: 08
PO Box: N
Other Information: [Service Calculation Information](#)

Payment

17 items

Postage: \$62.85
Weight: 6 lb(s) 1 oz(s)



Rate Indicator: PRIORITY MAIL EXPRESS PO TO ADDRESSEE

Other Information

Firm Label ID: 5103 0SGQ 9623 8096 8128

Extra Services

Extra Services Details

Description	Amount
PO to Addressee	

Events

Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
								View Delivery Signature and Address
DELIVERED	09/25/2012	10:44	FAIRFAX, VA 22030	Firm Book	030SHAL098		09/25/2012 16:33:52	Facility Finance Number: 513096 Firm Name: FAIRFAX CIRCUIT CT Recipient Name: S WALKER
								Request Delivery Record
NO AUTHORIZED RECIPIENT AVAILABLE	09/25/2012	09:28	FAIRFAX, VA 22030	Firm Book	030SHCL617		09/25/2012 08:50:31	
ARRIVAL AT UNIT	09/25/2012	09:05	FAIRFAX, VA 22030	Firm Book	030SGQ9623		09/25/2012 08:08:58	
ARRIVAL AT UNIT	09/25/2012	08:41	FAIRFAX, VA 22030	Scanned	030SHNL870		09/25/2012 08:27:50	
DISPATCHED FROM SORT FACILITY	09/25/2012	07:54	DULLES, VA 20102	System Generated			09/25/2012 12:53:34	



Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
ENROUTE/PROCESSED	09/25/2012	07:06	DULLES, VA 20102	Scanned	EES-002-000004		09/25/2012 06:20:54	
DISPATCHED FROM SORT FACILITY	09/24/2012	21:56	TUCSON, AZ 85726	System Generated			09/25/2012 00:16:27	
ENROUTE/PROCESSED	09/24/2012	16:45	TUCSON, AZ 85726	Scanned	030SHQ03M4		09/24/2012 20:06:15	
ENROUTE/PROCESSED	09/24/2012	15:43	GREEN VALLEY, AZ 85614	Scanned	030SHAH575		09/24/2012 18:02:01	
ACCEPT OR PICKUP	09/24/2012	13:51	GREEN VALLEY, AZ 85614	Scanned			09/24/2012 16:39:01	Facility Finance Number: 033607

Enter up to 10 items separated by commas.

Select Search Type: Quick Search



Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am

[Help](#)



Product Tracking & Reporting

[Home](#)

[Search](#)

[Reports](#)

[Manual Entry](#)

[Rates/
Commitments](#)

[PTR / EDW](#)

[USPS Corporate
Accounts](#)

September 08, 2014

USPS Tracking Intranet

Delivery Signature and Address

Tracking Number: EI48 0187 651U S

This Item was delivered on 09/25/2012 at 10:44:00

[Return to Tracking Number View](#)

Signature	Signature	<i>Stephanie Walker</i>
	Intd ime	<i>Stephanie Walker</i>
Address	Delivery address	<i>4110 Green Blvd</i>

Enter up to 10 items separated by commas.

Select Search Type: Quick Search

Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9



I don't understand why:

(1) USPS said they could not delivery my item because an authorized recipient was not available at the Court on Tuesday at 9:28 am, on September 25, 2012.

(2) USPS would not try the traditional two(?) times but after the first try give the Court control of arranging a redelivery.

Quick Tools

Track & Confirm

Get a Free Ship

Learn about Priority Mail® Flat Rate Shipping

Number entered: EI480187651US

Item's Status We attempted to deliver your item at 9:28 am September 25, 2012 in FAIRFAX, VA 22030 and a notice was because an authorized recipient was not available. You may

change redelivery by visiting <a

or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed after five business days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

Track Another Item

What's your label (or receipt) number?

Enter your label or receipt number

or tracking number

to track your item

or to schedule a redelivery

or to schedule a pickup

or to schedule a return

or to schedule a delivery

or to schedule a pickup

or to schedule a return

or to schedule a delivery

or to schedule a pickup

or to schedule a return

or to schedule a delivery

or to schedule a pickup

or to schedule a return

or to schedule a delivery

<https://www.usps.com/>

delivered on 9/25/12 at 10:44 AM

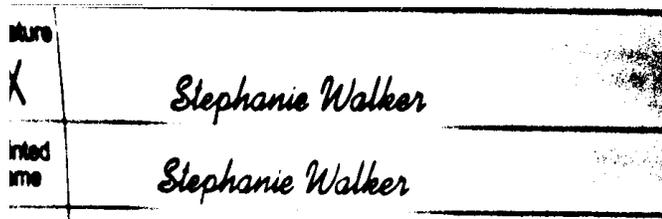


Date: 09/25/2012

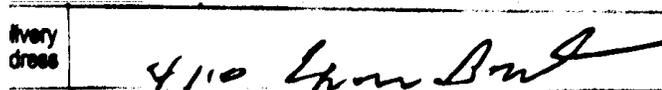
ANTHONY OCONNELL:

The following is in response to your 09/25/2012 request for delivery information on your Express Mail(R) item number E148 0187 651U S. The delivery record shows that this item was delivered on 09/25/2012 at 10:44 AM in FAIRFAX, VA 22030 to S WALKER. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

After I read that USPS could not delivery my response because an authorized recipient was not available at the Court on Tuesday at 9:28 am on September 25, 2012, I believed I went on the USPS web site and commented and probably telephoned USPS in Fairfax and then the UPS web site(?) showed that my items were delivered at 10:44 am. on September 25, 2012,

Why did 17 of my 18 responses disappear?

The B&K law firm that prepared the complaint against me and had our sister sign described my responses to the Complaint in their Motion for Temporary Injunction dated September 28, 2012, as:

"Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the Complaint, which consisted of a one-page letter directed to the Clerk of Court, and the filing of numerous documents and records containing his annotations."

Chief Judge Dennis J. Smith described my response to the Summons in his Order dated January 25, 2013, as:

"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012."

"3. Because there are no material facts in dispute in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule. 3:20 on all counts alleged in Plaintiffs Complaint is appropriate.

Which is true?

My responses to the Complaint are not recognized. Are the eighteen (18) confirmed responses true or are the Motion and Order true?

Motion

September 28, 2012 - (From B&K's Motion dated January 28, 2012)

"Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the complaint, **which consisted of a one-page letter directed to the Clerk of the Court, and the filing of numerous documents and records containing his annotations.**"

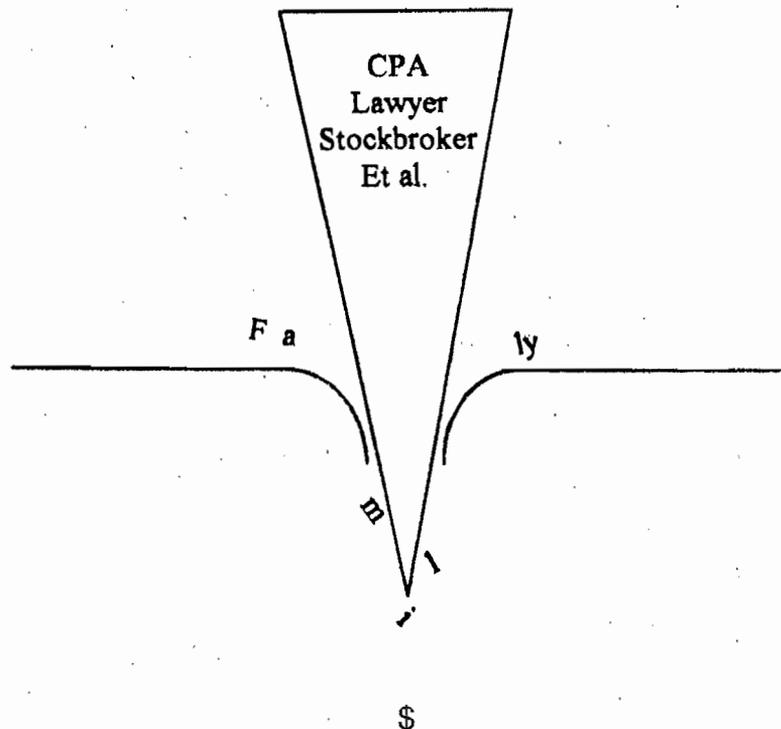
Order

"January 25, 2013 - (From Judge Smith's Order dated January 25, 2013)

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012.**

.....

3. **Because there are no material facts in dispute** in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule. 3:20 on all counts alleged in Plaintiff's Complaint is appropriate."



1

Overview 62p

Response to Summons
Served on September 8, 2012, case 2012-13064

Dear Clerk of the Court;

The summons is confusing. I respectfully request that the Court dismiss this summons because it is against the rule of law:

- (1) This summons makes the Trustee appear individually liable. The Trustee for the Virginia Land Trust is not individually liable. Please see in the Trust Agreement: "Trustee Not Individually Liable" at bk8845p1453.
- (2) This summons asks that one party to a contract (Land Trust Agreement) change the contract. Contract law says that a contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. Contract law says that no one that is not a party to a contract can change a contract; not even a court. If this were not true, contracts could not be relied upon and business could not be conducted. Why should a Court be asked to set a new precedence?
- (3) I am guessing that the preparer of this summons may have included Steward Title's commitment of April 24, 2007, as justification to not honor "Trustee Not Individually Liable" at bk8845p1453. This title commitment says that the words "ANTHONY MINER O'CONNELL, INDIVIDUALLY" should be put in a deed. This would create a title defect. Lisa Overton of Stewart title put the "Individual" part in, not me. I asked her to remove the "Individual" part and she did in the revision of April 24, 2007. But then, in the same April 24, 2007, reversion, a version appeared with the "Individual" part put back in. I felt this insistence on the "Individual" part was to make it appear to my family that I was trying to get more of the proceeds than I should in this proposed sale and that in one of the reasons I did not sign a sales contract.
- (4) I believe the reason the accountants want my innocent sister Jean Nader in and me out, is that Jean Nader would not try to expose their accounting, but I would.

Sincerely,

Anthony Miner O'Connell, Trustee

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY

4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

IN RE: Harold A OConnell

CL-2012-0013064

I don't understand this

TO: Anthony Miner OConnell
439 S Vista Del Rio
Green Valley 85614
Arizona

SUMMONS – CIVIL ACTION

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK

By: Betty B Whieden
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

SERVED: 9-8-12 3:00 PM.
Paul Frey

Trustee Not Individually Liable

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)
)
Plaintiff,)

v.)

ANTHONY MINER O'CONNELL,)
Individually and in his capacity as)
Trustee under a Land Trust Agreement)
Dated October 16, 1992 and as)
Trustee under the Last Will and)
Testament of Harold A. O'Connell)
439 S. Vista Del Rio)
Green Valley, Arizona 85614)

and)

SHEILA ANN O'CONNELL)
663 Granite Street)
Freeport, ME 04032)

Defendants.)

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

Case No. ~~2012-13064~~

FILED
CIVIL INTAKE
2012 AUG 30 PM 3:22
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to §§ 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

Trustee Not Individually Liable

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.

3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-01-0017 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").

5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr. O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

I don't understand this

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginia15acres.com.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Land Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22. The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to § 26-48 of the Code of Virginia (1950, as amended);
- B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;
- C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- D. For all such further relief as this Court deems reasonable and proper.

Count II: Removal of Anthony O'Connell as Trustee of the Trust under the Will of Harold A. O'Connell

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.

27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28. Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust.

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably.

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);
- B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and
- C. For all such further relief as this Court deems reasonable and proper.

Count III: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

- A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;
- B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;
- C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;
- D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:



Elizabeth Chichester Morrogh
VSB No. 25112

Counsel for Plaintiff

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

LAST WILL AND TESTAMENT

22

HAROLD A. O'CONNELL

I, HAROLD A. O'CONNELL, of Fairfax County, Virginia, do hereby publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils by me at any time heretofore made.

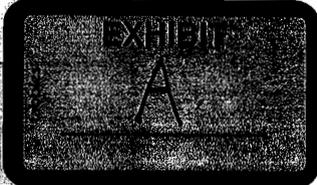
FIRST: I direct my Executor, as soon as practicable after my death, to pay out of the assets of my estate my enforceable debts, in accordance with their terms, the expenses of my last illness and funeral, without regard to any statutory limits on such expenses and the cost of administration of my estate.

SECOND: I give and bequeath all my tangible personal property which is not used exclusively in my business, and all policies of insurance relating to such property, to my wife, JEAN M. O'CONNELL, if she survives me and lives for sixty (60) days after my death, but if she does not so survive me, then I give and bequeath all of the aforesaid property to such of my children, presently, JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL TIERNEY and ANTHONY MINER O'CONNELL, who shall survive me, in equal shares. The judgment of the Executor in making the allocation shall be final and conclusive.

THIRD: Any interest that I may have in any joint bank accounts and joint savings and loan accounts and any stocks and bonds jointly in my name and that of my wife are hereby declared to be the sole property of my wife and my Executor shall make no claim against her on account thereof.

FOURTH: If my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath to her an amount equal to fifty percent (50%) of the value

Me



of my adjusted gross estate as finally determined for federal estate tax purposes, undiminished by estate or other death taxes, either state or federal, less the aggregate value of all interests in property, if any, which pass to my wife under any other provisions of this Will or which have already passed to her or for her benefit otherwise than under this Will, by operation of law, through life insurance policies, or otherwise, but only to the extent that such interests are included in determining my gross taxable estate and are allowable as a marital deduction for federal estate tax purposes. Such amount shall be called the "Marital Share". In making the computations necessary to determine the amount of the Marital Share, the final determinations for federal estate tax purposes shall control. My Executor shall have full power and the sole discretion to satisfy this devise and bequest wholly or partly in cash or in kind, and to select and designate, and to convey and assign to my wife the assets, including real estate and interests therein, owned by me at the time of my death, which will be transferred as the Marital Share; provided, however, that all assets so transferred as the Marital Share to my wife shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided, further, that my Executor, in order to implement this devise and bequest, shall distribute as the Marital Share to my wife, assets having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided, further, that there shall not be conveyed as a part of the Marital Share to my wife any policy of insurance on the life of my wife, or any asset, or the proceeds of any assets, which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in the

manner hereinabove provided. The exercise of the foregoing power and discretion by my Executor shall not be subject to question by or on behalf of any beneficiary.

FIFTH: All the rest, residue and remainder of my property, real and personal, tangible and intangible, wheresoever situate and howsoever held, including any property over which I have a power of appointment under any instrument, (including, in the event that my wife shall not survive me and live for sixty (60) days after my death, that portion of my estate which otherwise would comprise the Marital Share), herein referred to as my Residuary Estate, shall be disposed of as follows:

➤ A. In the event that my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate to my Trustee, hereinafter named, in trust, herein referred to as my Residuary Trust, to be held, administered and disposed of by my Trustee as follows:

1. So long as my wife, JEAN M. O'CONNELL, shall live, my Trustee shall pay to her or expend for her benefit, in convenient installments, all the net income arising from my Residuary Trust from and after the date of my death. In addition to such income payments, so long as my wife shall live, my Trustee is authorized to pay to my wife or expend for her benefit, from time to time, so much of the principal of my Residuary Trust as my Trustee, in the sole discretion of my Trustee shall deem necessary for her support and maintenance; provided, however, that none of the principal of the Residuary Trust shall be so paid or expended for the benefit of my wife so long as income or assets are readily available to her from any other source. In determining whether income or assets are so available to my wife, my Trustee may rely, and shall be fully protected in relying, upon the affidavit of my

He

wife or any other person whom the Trustee believes to be conversant with the circumstances.

2. Upon the death of my wife, my Residuary Trust as then constituted shall be paid over and delivered in equal shares to each child of mine who is living at my wife's death and to the then living lawful issue, collectively, of each child of mine who shall have theretofore died, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

B. In the event that my wife, JEAN M. O'CONNELL, shall not survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate in equal shares to each child of mine who is living at my death and to the then living lawful issue, collectively, of each child of mine who shall predecease me, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

C. If, under Paragraph A of this Article, a beneficiary who has not attained the age of twenty-one years, becomes entitled to receive any share or part of the principal of my Residuary Trust, my Trustee is authorized to retain such share or part in trust with power and authority in my Trustee, in the sole discretion of my Trustee, to accumulate the net income therefrom and add it to the principal thereof or to pay to, or expend for the benefit of, such beneficiary, with or without intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem

necessary for the support, maintenance and education (including higher education) of such beneficiary until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share or part free of any trusts. The foregoing provision shall not be construed to postpone the vesting of any share or part of my estate in such beneficiary, but shall have the effect only of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

D. If, under Paragraph B of this Article, a beneficiary who has not attained the age of twenty-one years at my death shall become entitled to any share of my Residuary Estate, then notwithstanding anything herein to the contrary, I give, devise and bequeath such beneficiary's share to my Trustee, hereinafter named, in trust, to pay to or expend for the benefit of such beneficiary, with or without the intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem necessary for his or her support, maintenance and education (including higher education), adding to the principal of his or her share any income not so paid or expended, until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share free of any trusts. This provision shall not be construed to postpone the vesting of any share of my Residuary Estate in such beneficiary, but shall have only the effect of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

E. To the extent permitted by law, the interest of each beneficiary of any trust herein created shall be held by the Trustee upon the condition that the principal thereof and the income therefrom shall be applied to the support and maintenance of the respective beneficiary, and the interest of each beneficiary shall

not be subject to his or her liabilities, claims of creditors, or to alienation, assignment, or anticipation by such beneficiary.

SIXTH: I direct my Executor to pay out of my Residuary Estate all estate, inheritance, transfer, legacy or succession taxes or death duties, including any interest or penalties thereon, which may be assessed or imposed with respect to my estate, or any part thereof, wheresoever situated, whether or not passing under my Will, including the taxable value of all policies of insurance on my life and of all transfers, powers, rights or interests includable in my estate for the purposes of such taxes and duties. Such payments shall not be prorated or charged against any of the other gifts in this Will or against property not passing under this Will.

SEVENTH: The term "issue", wherever used in this Will, shall be construed to mean lineal descendants in the first, second or any other degree of the ancestor designated, provided, however, that an adopted child and such adopted child's lineal descendants shall be considered as lineal descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of an adopting parent.

EIGHTH: (a) Whenever my Executor shall have a choice of dates in valuing property in my gross estate for estate tax purposes, or a choice between claiming any expense of administration as a deduction for income tax purposes or as a deduction for estate tax purposes, my Executor shall be authorized, but shall not be required, to make such choice as in the judgment of my Executor will result in the payment of the least amount of taxes in the aggregate, without regard to the effect thereof upon the respective interests of the persons interested in my estate, and my Executor shall be authorized, but shall not be required, to make adjustments between any such interests to compensate for the adverse effect thereof of any such choice. In addition, my Executor is hereby authorized to enter into agreements with appropriate governmental authorities and

He

to make such other elections and exercise such other options as may be available on estate, inheritance and income tax returns all in such manner as to my Executor may seem most advisable.

(b) My Executor shall be authorized to join in or consent to income and gift tax returns with my said wife (or a legal representative of her estate) to the extent permitted by law and may pay out of my estate, without requiring any contribution from her or her estate, all income and gift taxes, including interest and penalties thereon, if any, payable for any period in respect of which such returns shall be so filed.

NINTH: In addition to and not in limitation of the rights, powers, privileges and discretions vested in executors by law, including specifically the powers of fiduciaries enumerated in Section 64.1-57 of the Code of Virginia as in force at the date of this Will, which powers are incorporated herein by reference, I give to my Executor in the administration of my estate and to my Trustee in the administration of any trust herein created the following powers, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as my Executor or as my Trustee shall, in the absolute discretion of such Executor or Trustee, deem advisable and proper:

(a) To retain any property, real or personal, included in my estate or in any trust herein created, to change investments, and to invest and reinvest from time to time in such other property, real or personal, within or without the United States, including, without limitation, stocks of any classification and shares of or interests in any mutual fund, without being limited in such retention, investment or reinvestment to property authorized for investment by any applicable local law and without regard to diversification of assets.

(b) To sell, without notice, at public or private sale, for cash or on credit, with or without security, to exchange and to grant options to purchase any property, real or personal, not herein specifically devised or bequeathed which is included in my estate or in any trust herein created or is at any time held hereunder, and in so doing to execute all necessary deeds or other instruments.

(c) To borrow money, to mortgage or pledge as security any property held hereunder and to pay interest thereon at the prevailing rate.

(d) To lease for any period, exchange, partition, alter, demolish, improve or otherwise deal with real property.

(e) To make contracts and agreements, to compromise, settle, release, arbitrate or accept arbitration of any debts or claims in favor of or against my estate or any trust herein created and to extend, modify or waive the terms of leases, bonds, mortgages and other obligations or liens.

(f) To vote, in person or by proxy, any stock or securities held hereunder, and to exercise or delegate discretionary powers in connection therewith.

(g) To consent to and participate in any reorganization, consolidation, merger, dissolution, sale, lease, mortgage, purchase or other action affecting any stock or securities held hereunder, and to make payments in connection therewith.

(h) To deposit property with any protective, reorganization or similar committee, to exercise or delegate discretionary powers in connection therewith and to share in paying the compensation and expenses of such committee.

(i) To employ agents, attorneys, accountants, brokers, counsel, including investment counsel, or others, whether individual or corporate, and to pay their reasonable compensation and expenses. Any Executor or Trustee may serve in any such additional capacity and be so compensated for services rendered in such additional capacity.

(j) To hold any property, real or personal, in the name of a nominee.

(k) To determine in all cases of reasonable doubt the manner in which receipts and expenditures shall be allocated between principal and income.

(l) In dividing or distributing my estate or any trust herein created, to make such division or distribution in money, in kind, or partly in money and partly in kind, or by allotting or assigning undivided interests in property, even if one or more shares be composed in whole or in part of property different in kind from that of any other share.

(m) To make such divisions, distributions or advances, at any time and from time to time during the period of administration of my estate, of all or any part of the net income or principal of my estate as my Executor may, in the absolute discretion of my Executor, deem appropriate.

(n) To continue any business, joint venture, or investment, in which I may be engaged or in which I may have an interest at the time of my death, including the authority to incorporate any such business, joint venture, or investment, which is not incorporated at the time of my death, and to make funds available for the continuation of any such business, joint venture,

or investment, in the form of loans, stock subscriptions or otherwise as my Executor or my Trustee shall deem best.

(o) Generally to do any and all acts and things and to execute any and all such written instruments with respect to any property held hereunder which my Executor or my Trustee would be entitled to do were such property owned absolutely by my Executor or my Trustee.

The provisions of this Article shall continue in effect with respect to any property at any time held hereunder until the administration of my estate or of any trust herein created shall have been completed by the payment or distribution thereof pursuant to the terms of this Will.

TENTH: (a) Every election, determination, or other exercise by my Executor or by my Trustee of any right, power, privilege or discretion granted to my Executor or to my Trustee expressly or by implication in this my Will or by law, whether made upon a question actually raised or implied in the acts or proceedings of my Executor or of my Trustee shall, so far as permitted by law, be conclusive and binding upon all persons affected thereby.

(b) No person dealing with my Executor or with my Trustee shall be required to see to the application of any property paid or delivered to my Executor or to my Trustee, or to inquire into the expediency or propriety of any transaction or the authority of my Executor or of my Trustee to enter into or consummate the same upon such terms as my Executor or my Trustee may deem advisable.

ELEVENTH: (a) Any reference in this Will to my "Executor" or to my "Trustee" shall be deemed to include not only the Executrix or Trustee herein first named, but also any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder; and all rights, powers, privileges and discretions herein granted to my Executor or to my Trustee shall be deemed to be granted not only to the Executrix or to the Trustee herein first named, but also to any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder.

(b) I appoint my said wife, JEAN M. O'CONNELL, to serve as sole Executrix hereof. In the event that my said wife fails to become or ceases to be Executrix hereof for any reason, I appoint ANTHONY M. O'CONNELL as the substitute Executor hereof.

(c) I nominate and appoint as Trustee of any trust herein created ANTHONY M. O'CONNELL.

(d) So far as I may lawfully do so, I direct that no bond or other security shall be required of any Executor or Trustee serving hereunder for the faithful performance of duties in any jurisdiction.

(e) Except for willful default or gross negligence, my Executor and my Trustee shall not be liable for any act, omission, loss, damage or expense arising from the performance of duties under this Will, including the act, omission, loss, damage or expense caused by any agent appointed by my Executor or by my Trustee.

TWELFTH: It is my intention that this Will take full advantage of the maximum marital deduction under federal estate tax laws; therefore, all provisions of this Will shall be construed, and all powers of my Executor shall be construed and exercised, accordingly.

THIRTEENTH: The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

FOURTEENTH: All references to this Will in the Articles hereof shall be deemed to mean this instrument as modified by any and all valid codicils hereto.

IN WITNESS WHEREOF, I, HAROLD A. O'CONNELL, herewith set my hand to this, my last Will, typewritten on twelve (12) sheets of

paper (including the attestation clause, signatures of witnesses, and acknowledgements) this 11th day of April, 1974, in the presence of each and all of the subscribing witnesses, each of whom I have requested in the presence of each of the others, to subscribe his or her name, together with his or her address, as an attesting witness, in my presence, and in the presence of each other.

Harold A. O'Connell (SEAL)
HAROLD A. O'CONNELL

On the 11th day of April, 1974, HAROLD A. O'CONNELL declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and he requested us to act as witnesses to his signature thereon. He thereupon signed said Will in our presence, we being present at the same time; and we now, at his request, in his presence, and in the presence of each other do hereunto subscribe our names as witnesses. And we each of us declare that we believe this testator to be of sound mind and memory.

Ed. [Signature] residing at Empire Va
George [Signature] residing at Vienna Va
Carroll [Signature] residing at Oldham, Va.

Trustee Not Individually Liable

74e

STATE OF VIRGINIA
COUNTY/CITY OF FAIRFAX, to-wit:

Before me, the undersigned authority, on this day personally appeared HAROLD A. O'CONNELL, Ed Pruchal, Gary D. Fawcett, and Carroll A. Fawcett, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, HAROLD A. O'CONNELL, the testator, declared to me and to the witnesses in my presence that said instrument is his Last Will and Testament and that he had willingly signed or directed another to sign the same for him, and executed it in the presence of said witnesses as his free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was executed and acknowledged by the testator as his Last Will and Testament in the presence of the said witnesses who, in his presence and at his request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the testator, at the time of the execution of said Will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Witness Ed Pruchal
~~Testator~~

~~Witness~~ Harold A. O'Connell

Witness Gary D. Fawcett

Witness Carroll A. Fawcett

Me

Trustee Not Individually Liable

Subscribed, sworn and acknowledged before me by HAROLD A. O'CONNELL,
the testator, subscribed and sworn before me by Ed. [unclear],
George [unclear], and Wm. [unclear]
witnesses, this 11th day of April, A.D. 1975.

Leah S. Carroll
Notary Public

My Commission expires: Jan 24, 1976

In the Clerk's Office of the Circuit Court of Fairfax
County, Virginia June 18, 1975 :
Proved, Probated and ordered to be recorded.

Teste: W. FRANKLIN COOLING, CLERK

By: Harold O'Connell
Deputy Clerk

A COPY TESTE:

W. FRANKLIN GOODING, CLERK

By: Harold O'Connell
Deputy Clerk

Trustee Not Individually Liable

He

Prepared by E. A. Prichard of McQuire Woods Battle & Boothe

I don't understand why this deed was not included in the summons.

The 1992 deed supersedes the 1975 will.

DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRING FIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevchell (SEAL)
Pierre Shevchell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

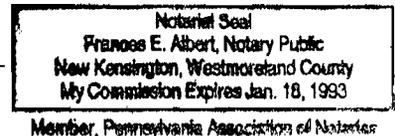
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August, 1992, by Jean Mary O'Connell
Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

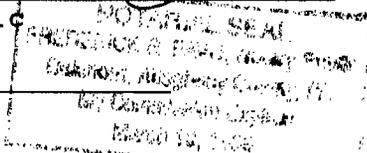


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

14 The foregoing instrument was acknowledged before me this
day of August, 1992, by Howard Nader.

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Sheila Ann O'Connell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Pierre Shevenell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK8307 1451

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

with plat attached

OCT 23 1992

RECORDED FAIRFAX CO VA

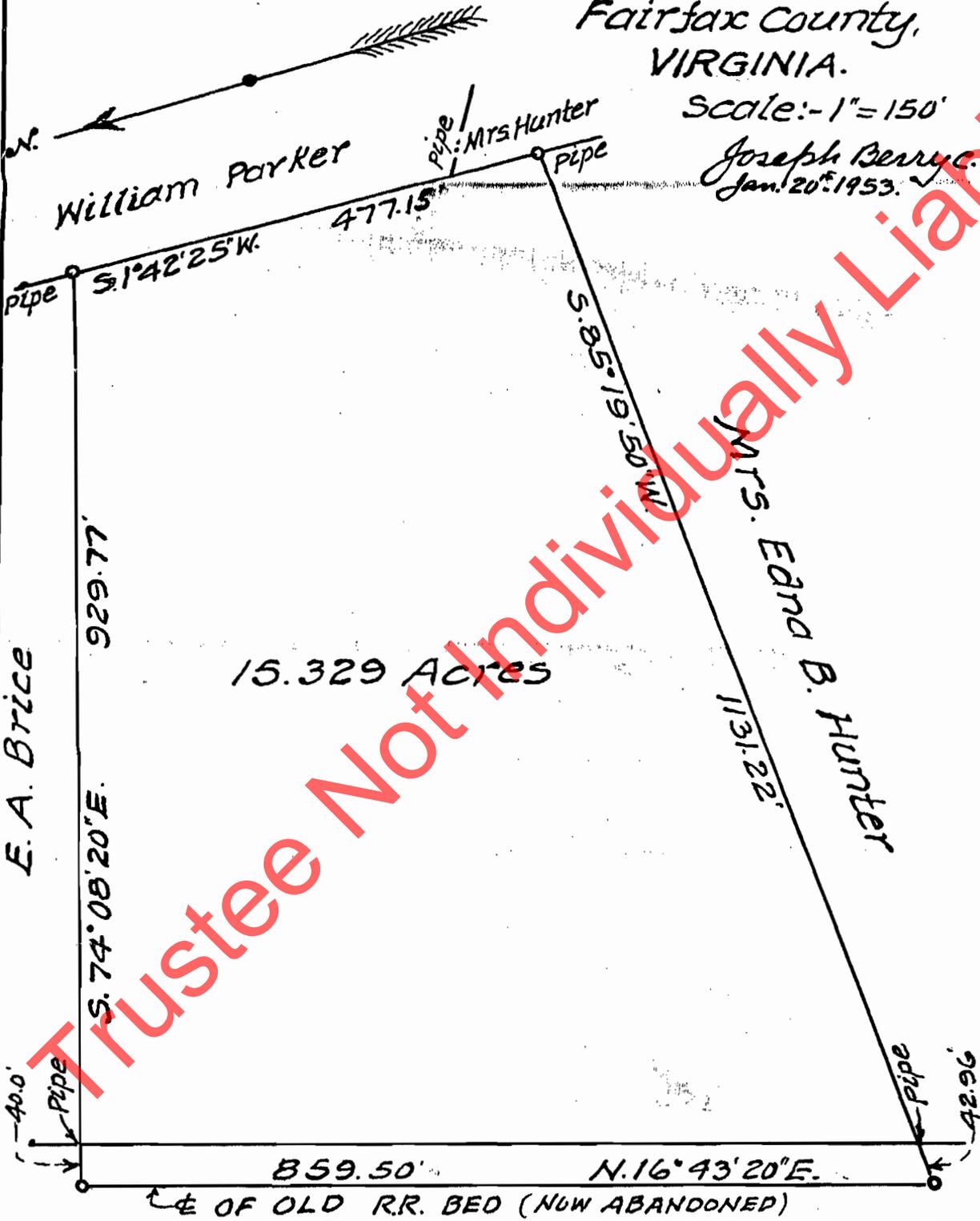
TESTE:

CLERK

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'

Joseph Berry C.S.
Jan. 20th 1953.



"Assignment" means transfer of whole.

I don't understand why this "Assignment and Receipt" was not included in the summons.

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 11th day of ~~February~~ MARCH, 1993.

Jean Mary O'Connell Nader SEAL *Nader*
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony M. O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold A. O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

Trustee Not Individually Liable

"Assignment" means transfer of whole.

I don't understand why this "Assignment and Receipt" was not included in the summons.



ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 15th day of January, 2001

Jean Mary O'Connell SEAL Nader
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold Anthony O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

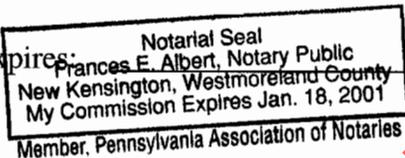
Trustee Not Individually Liable

State of Pennsylvania
County of Westmoreland, to wit:

The foregoing instrument was acknowledged before me this 15th day of January 2001, by Jean Mary O'Connell Nader.

Frances E. Albert
Notary Public

My commission expires:



State of Maine
County of Cumberland, to wit:

The foregoing instrument was acknowledged before me this 24th day of July 2001, by Sheila Ann O'Connell.

Ruth E. Martin
Notary Public

My commission expires:

RUTH E. MARTIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 3, 2005

State of Virginia
City Harrisonburg County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000 by Anthony Miner O'Connell.

Angela H. Maats
Notary Public

My commission expires:

May 31, 2002

City State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under the last will and testament of Harold Anthony O'Connell.

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under DEED IN TRUST UNDER LAND TRUST AGREEMENT recorded in Deed Book 803 at page 1446

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

None of the accusations in the Complaint against me are true. They want Jean Nader in because they can use her to unwitting make money disappear and cover it up. They want me out because I would confront them. Why is it OK to not recognize my responses to the Complaint?

"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT ("Trust Agreement"), dated as of the 16th day of OCTOBER 1992, between ANTHONY MINER/O'CONNELL, TRUSTEE, (collectively, "Trustee" or "Trustees"), and JEAN MARY O'CONNELL, NADER, SHEILA ANN O'CONNELL, ANTHONY MINER/O'CONNELL, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Beneficiary" or "Beneficiaries") provides:

RECITALS

R-1. Beneficiaries, by virtue of that certain Deed in Trust Under Land Trust Agreement recorded in Deed Book 8307 at Page 1446 among the land records of Fairfax County, Virginia, have caused title to the real property described in the attached and incorporated Exhibit A ("Property") to be conveyed to the Trustee.

R-2. Pursuant to that certain Power of Attorney dated 16th day of October, 1992, a copy of which is attached and incorporated herein as Exhibit B, the Beneficiaries designated Anthony Miner O'Connell ("O'Connell") as their true and lawful agent and attorney-in-fact to do, execute and perform all and every act or thing necessary to be done in and about the Property.

R-3. By this Trust Agreement, the Trustee will hold legal title to the Property for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

NOW, THEREFORE, for and in consideration of the premises, the foregoing recitals, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference, as if fully set forth in the text of this Trust Agreement.

2. Legal and Beneficial Title. Beneficiaries have appointed and do hereby constitute and appoint the trustee, or his survivor(s) or successor(s), as trustee for Beneficiaries to hold legal title to the Property for the benefit of beneficiaries, their successors and assigns, pursuant to the terms and conditions of this Trust Agreement. The Trustee hereby declares, acknowledges and agrees that the Trustee holds, and shall continue to hold pursuant to this Trust Agreement, the legal record title to the Property as trustee and nominee for the benefit of the beneficiaries.

3. Beneficiaries' Rights and Obligations.

3.01. The parties hereto acknowledge that this Trust Agreement evidences the ownership (and all of the burdens and benefits thereof) in the Property by the Beneficiaries; provided, however, that the interest of beneficiaries in the Property shall be deemed to be personal property, pursuant to the provisions of Section 55-17.1 Code of Virginia (1950 as amended), and shall pass or may be assigned or otherwise transferred as such. No Beneficiary

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
OF
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK 8815 1419



shall have any legal or equitable right, title or interest, as realty, in or to any real estate which constitutes all of any part of the Property, or the right to compel partition. The Beneficiaries shall have only the right, as personalty, hereinabove set forth. The death of a Beneficiary shall not terminate this trust or in any manner affect the powers of the Trustee. The death or resignation of O'Connell or any successor attorney-in-fact ("Attorney-in-Fact") designated by the Beneficiaries shall not terminate this trust or in any manner affect the powers of the Trustee but shall result in the designation by the Beneficiaries of a successor attorney-in-fact. Notwithstanding the foregoing, the Beneficiaries shall be the real and beneficial owners of the Property for all purposes whatsoever (including, without limitation, risk of loss, federal, state and local income taxes, estate and inheritance taxes, and real property taxes), to the same extent and with the same force and effect as if a deed to the property had been recorded in the name of the beneficiaries. Accordingly, without limiting the generality of the foregoing, from and after the effective date of this Trust Agreement, The Beneficiaries shall have the right, acting by and through their Attorney-in-Fact, to (i) use, occupy, enjoy, and control the Property, to receive the earnings, profits and proceeds from any rental, sale, financing or refinancing, or other disposition of the Property, including any proceeds from casualty or title insurance policies and any condemnation awards or proceeds, and to otherwise have and exercise all of the burdens and benefits of beneficial ownership and control of the Property; (ii) develop the Property or construct, repair, alter, remodel, demolish or replace any improvements on the Property, in such manner or form as the Attorney-in-Fact shall determine in his or her sole discretion; (iii) lease, contract to lease, grant options to lease and renew, extend, amend or otherwise modify leases on the Property, any portion or portions thereof, or any improvements located thereon, from time to time, for any rental and upon any other terms and conditions; and (iv) encumber, convey, or otherwise deal with title to the Property or any portion or portions of the Property and direct the Trustee to encumber, convey or otherwise deal with legal title to the Property, or any portion or portions of the Property, as hereinafter set forth.

3.02. Except for those obligations of Trustee referenced in paragraph 9.02, Beneficiaries, acting by and through their Attorney-in-Fact, hereby covenant and agree to (i) pay all real estate taxes and other assessments for the Property, when and as the same are due; (ii) at all times adequately insure any improvements on the Property against fire and other casualties, and maintain liability insurance in reasonable amounts with a company doing business in the Commonwealth of Virginia that is reasonably acceptable to the Trustee, all of which policies shall name the Trustee as additional insured thereunder; (iii) pay all sums falling due under any and all loans or other liens now or hereafter affecting, encumbering, relating to or arising from any contract relating to the property; (iv) pay all expenses in connection with the ownership and upkeep of, or otherwise concerning, the Property, including, without limitation, all maintenance charges, insurance

premiums, repairs, etc.; (v) pay all costs in connection with any transfer of the property, legal title thereto, or any interest therein, including any transfer and/or recordation taxes or costs in connection with any financing placed on the Property or any transfer of the Property or any interest therein; and (vi) file all income tax returns with respect to the Property and its operation and pay all taxes on the earnings and avails of the Property or growing out of the ownership thereof.

4. DUTIES of TRUSTEE; ACTIONS by Trustee.

4.01. Trustee shall perform the following duties without compensation therefor, except as is otherwise provided in paragraphs 8 and 9 of this Trust Agreement: Trustee has the authority to (i) execute all instruments which shall be necessary to protect and conserve the Property; (ii) sell, contract to sell and grant options to purchase the Property, or any portion or portions thereof and any right, title or interest therein for cash or on credit; (iii) exchange the Property, or any portion or portions thereof, for any other real property upon any terms; (iv) convey the Property, or any portion or portions thereof, by deed or other conveyance to any grantee, with or without consideration; (v) mortgage, pledge or otherwise encumber the Property, or any portion or portions thereof (including the granting of deeds of trust thereon); and (vi) release, convey or assign any other right, title or interest whatsoever, in, to or about the Property, or any portion or portions thereof. Trustee shall have the power to perform any of the above acts without the consent of the Beneficiaries or the Attorney-in-Fact. Upon written direction of all the beneficiaries or Attorney-in-Fact, Trustee shall be required to perform any of the above acts. Trustee shall not be required to inquire into the authenticity, necessity or propriety of any written direction executed and delivered to it by all of the Beneficiaries or their Attorney-in-Fact pursuant to this paragraph.

4.02. The foregoing power and authority of Trustee, as contained in paragraph 4.01 above, shall in no way limit the power of the Beneficiaries to take any and all of the same actions in their own name and stead in lieu of taking action through Trustee, to the extent permitted by the laws of the State of Virginia.

4.03. All actions by the Trustee under this Trust Agreement shall be effective only if joined in, in writing, by all parties comprising Trustee. Should a dispute or disagreement arise between the Beneficiaries in respect of this Trust Agreement or the Property, the Trustee shall be entitled, in his or her sole and absolute discretion, to seek the guidance of a court of law or equity in accordance with applicable law.

4.04. (a) If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from the date hereof, the Trustee shall promptly either convey record title to the Property to the Beneficiaries, at the cost of the Beneficiaries, or promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries, and after deducting the reasonable cost and expenses of such sale, the Trustee shall deliver the proceeds of sale either to the Attorney-in-Fact or to the Beneficiaries in accordance with the respective interests.

(b) If at any time prior to the expiration of twenty (20) years from the date hereof the assets of this trust shall consist solely of cash, the Trustee shall transfer and deliver all of such assets to either the Attorney-in-Fact or the Beneficiaries in accordance with their respective interests. Upon the completion of the action required by this paragraph, the trust and this Trust Agreement shall terminate.

4.05. Anything in this Trust Agreement to the contrary notwithstanding, the Trustee is directed to sell the Property or any portion thereof without the consent of the Beneficiaries if at any time prior to the expiration of twenty (20) years from date hereof, the Trustee shall deem it advisable in order to protect the interests of the Beneficiaries, but no such sale may be made until after reasonable notice thereof is given to all of the Beneficiaries. After deducting the reasonable costs and expenses of such sale, the Trustee shall deliver the proceeds thereof to the Attorney-in-Fact or the Beneficiaries in accordance with the provisions of subparagraph 4.04 above.

5. Trustee Not to Exercise Rights of Ownership or Control Over Property. Trustee does hereby covenant and agree with the beneficiaries that Trustee will not, in Trustee's capacity as trustee and holder of legal record title to the Property, take any actions respecting the Property, except in accordance with the powers granted in paragraph 4.01 above or by the direction of all of the Beneficiaries or the Attorney-in-Fact. It is expressly understood and agreed between the Beneficiaries and Trustee that the manner of holding title to the Property (or any part thereof) is solely for the convenience of the Beneficiaries; accordingly, the spouse, executors, administrators, beneficiaries, distributees, successors or assigns of any party comprising Trustee or any other holder of record title to all or any portion of the Property, shall have no right, title or interest in and to any of the Property by reason of the manner in which title is held, but the entire Property shall be treated as property of the Beneficiaries, subject to the terms of this Trust Agreement. Trustee hereby assigns to the Beneficiaries the proceeds, if any, receivable by Trustee with respect to any insurance policies under which Trustee is insured with respect to Trustee's holding record title to the Property, including, without limitation, proceeds from title insurance policies.

6. Disclaimer of Partnership. This Trust Agreement shall not be deemed to be, or create or evidence, the existence of a business trust, an association in the nature of a corporation, a partnership, a joint venture or any other business entity or enterprise between the Trustee and the Beneficiaries,

7. Third Parties.

7.01. No party dealing with the Trustee in relation to the Property, or any portion or portions thereof, in any manner whatsoever and (without limiting the foregoing), no party to whom the Property, or any portion or portions thereof, or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to (i) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (ii) see that the terms of this

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of (any) sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.
The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

by Trustee and all of the Beneficiaries or the Attorney-in-Fact and may be revoked or terminated by written notice from all of the Beneficiaries or the Attorney-in-Fact to Trustee. Trustee shall, upon the direction of all the Beneficiaries or the Attorney-in-Fact and at the sole cost of the Beneficiaries, execute any and all amendments hereto or modifications hereof, provided that the same preserve the provisions of paragraphs 8 and 9 hereof unless otherwise agreed in writing by all of the Beneficiaries or the Attorney-in-Fact and Trustee. Notwithstanding the foregoing, the Trustee shall have the right to resign as trustee upon thirty (30) days written notice if any of the Beneficiaries shall fail in any material respect to perform any of their obligations under this Trust Agreement running to the benefit of Trustee, without any further liability or obligation of Trustee under this Trust Agreement, such resignation to be effective upon the date specified in such notice unless the Beneficiaries shall substitute a new trustee or trustees prior to such effective date pursuant to the provisions of paragraph 12 of this Trust Agreement. The resigning Trustee shall not be required or obligated to take any action under this Trust Agreement or with respect to the Property from and after the date any such notice of resignation is given, except to convey the property to a successor trustee if so requested. In the event all trustees then serving under this Trust Agreement resign and no substitute trustees are appointed by the Beneficiaries prior to the date such resignation is effective, then the trustee may convey record title to the Property to the Beneficiaries in accordance with their respective interests, at the Beneficiaries' cost, or, at Trustee's option, file a suit for appropriate relief in a court of competent jurisdiction.

11. Governing Law. This Trust Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. Recordation; Copies of Trust Agreement. The Beneficiaries shall have the right, at their expense and without cost to Trustee, to have this Trust Agreement, or a memorandum hereof, recorded among the land records of Fairfax County, Virginia. Copies of this Trust Agreement or any amendment hereto or modification hereof, certified by Trustee or all of the Beneficiaries or their Attorney-in-Fact to be true and correct, shall be satisfactory evidence thereof for all purposes.

13. Substitution of Trustees. All of the Beneficiaries in agreement or the Attorney-in-Fact shall have the absolute right, at any time and for any reason, with or without cause, to remove the Trustee, or any of them, and to appoint a substitute trustee or trustees hereunder, or upon the resignation, death, incapacity, disability or absence of the Trustee, or any of them, to appoint a successor trustee or trustees hereunder, which appointed successor or substitute trustee or trustees shall be conferred with all the rights and charged with all the duties that are conferred or charged upon the Trustee originally named herein, and Trustee covenants to promptly execute, acknowledge and deliver to the Beneficiaries a deed conveying record title to the Property to the successor trustee(s) and any and all documents in connection therewith. Said power of substitution or removal may be exercised

at any time or from time to time, with or without cause, and one or more exercises thereof shall not be deemed to exhaust said power.

14. Successors. The provisions of this Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Land Trust Agreement under seal as of the day and year first above written.

TRUSTEE:

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Percentage Interest
In The Trust

17.96687%

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

17.96687%

Sheila A O'Connell (SEAL)
Sheila Ann O'Connell

17.96687%

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

46.0994%

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament
of Harold A. O'Connell

STATE OF Virginia
COUNTY OF FAYETTE, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August 1992, by Anthony Miner O'Connell, Trustee.

Barbara A Antonucci
Notary Public

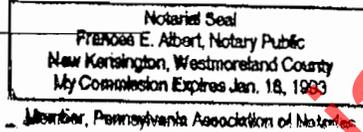
My Commission expires: 7-31-94

STATE OF _____
COUNTY OF _____, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

16th The foregoing instrument was acknowledged before me this day of October 1992, by Sheila Ann O'Connell.

Pearl R. Mahary
Notary Public

My Commission expires: COMMISSION EXPIRES OCTOBER 15, 1997

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Balwaca A Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Balwaca A Antonucci
Notary Public

My Commission expires: 7-31-94

BK 8845 1458

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK 8845 1459

JOSEPH BERRY

VIENNA, VIRGINIA

CIVIL ENGINEER

COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Erice in the middle of the old railroad bed, now abandoned; thence with the line of Erice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 472.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

8K 8845 1460

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.

And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila Ann O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

BK 8845 1461

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

Notarial Seal
Francis E. Albert, Notary Public
New Kensington, Westmoreland County
My Commission Expires Jan. 18, 1993
Member, Pennsylvania Association of Notaries

STATE OF Mexico
COUNTY OF Cuicatlan, to wit:

8th The foregoing instrument was acknowledged before me this
day of September 1992, by Sheila Ann O'Connell.

Francis E. Albert
Notary Public

My Commission expires: September 21, 1999

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell,
Trustee, under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

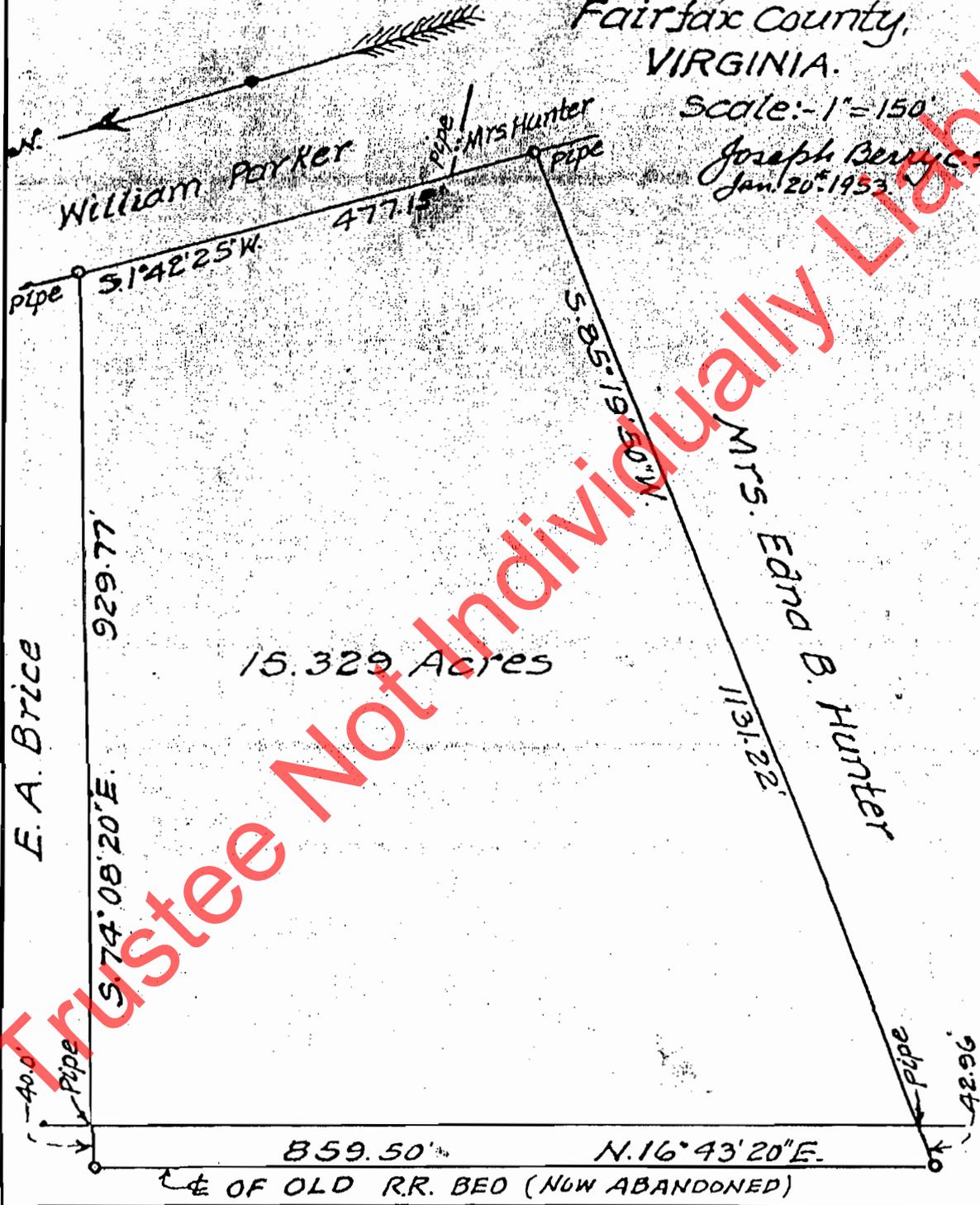
with plat attached NOV 12 93

RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

BK 8845 1462

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'
Joseph Berry
Jan. 20, 1953.



Trustee Not Individually Liable

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

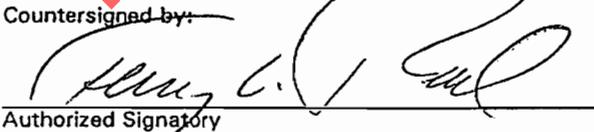
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY


Chairman of the Board

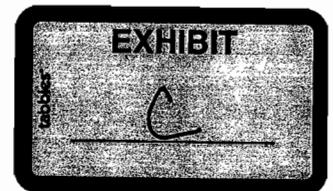



President

Countersigned by:

Authorized Signatory

STEWART TITLE AND ESCROW, INC.
Company

FAIRFAX, VIRGINIA
City, State



CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

STEWART TITLE GUARANTY COMPANY
COMMITMENT SCHEDULE A

DATE ISSUED: April 24, 2007
COMMITMENT NO: 05001493-Revised 4/24/07

1. EFFECTIVE DATE: April 07, 2007

2. POLICIES TO BE ISSUED:

AMOUNT

(a) ALTA OWNER'S POLICY

\$TO BE DETERMINED
COMPANY APPROVAL REQUIRED

Proposed Insured:

LONG BRANCH PARTNERS L.L.C.

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

ANTHONY MINER O'CONNELL, TRUSTEE

4. The land referred to in this commitment is situated in Fairfax County, VA and is described as follows:

All that certain tract or parcel of land containing 15.329 acres, more or less, as described and shown on Plat in Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446, among the land records of Fairfax County, Virginia.

(NOTE: NEW METES AND BOUNDS LEGAL TO BE SUPPLIED BY SURVEYOR BASED ON THE ALTA SURVEY REQUIRED ON SCHEDULE B-I HEREIN)

AND BEING Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446.

(Also see Power of Attorney and Land Trust Agreement recorded in Deed Book 8845 at Pages 1444 and 1449, respectively.)

Issued through the office of:

Stewart Title and Escrow, Inc.
10505 Judicial Drive
Fairfax, Va. 22030

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION II

Commitment No: 05001493-Revised 4/24/07

Schedule B of the Policy or Policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following matters unless they are disposed of to the satisfaction of the Company.

NOTE: Items 1 through 6 will not appear on the final mortgagee title policy provided that the requirements appearing under Schedule B - Section I of this commitment have been complied with.

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes.
2. Rights or claims of parties in possession, and not of record in the public records; liens for labor, service or materials or claims to same which are not of record in said records.
3. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
4. Statutory marital rights, if any, of any spouse of any individual insured.
5. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
6. Taxes, supplements, or special assessments which are not shown as existing liens by the public record as of the date of the commitment to insure.
7. Taxes subsequent to December 31, 2006. Taxes for the first half of the year 2007 are a lien, not yet due and payable. Possible supplemental taxes on improvements.
(TAX PARCEL #090-4-01-0017)
8. Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 2757 at Page 21.
9. Sanitary Sewer Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 4423 at Page 129.
10. Conservation Easement as shown on Fairfax County Tax Map.
11. Long Branch and Flood Plain Limits as shown on Fairfax County Tax Map - exception is hereby taken to possible rights of others in and to the continued use and flow of said watercourse; title to that portion of subject property lying below mean high water mark; and to riparian rights incident to the premises.
12. The exact acreage or volume of land is not insured hereunder.

Schedule B - Section II Continued
Commitment No: 05001493-Revised 4/24/07

NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

Trustee Not Individually Liable

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

and

Stewart Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company and Stewart Title and Escrow, Inc.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



PO Box 71476
Richmond, Virginia 23255-1476
(703) 880-1078 • Fax (804) 440-1171
questions@taxva.com

Taxing Authority Consulting Services, P.C.
Attorneys At Law

SECOND AND FINAL NOTICE OF DELINQUENT TAXES **Fairfax County Department of Tax Administration**

October 26, 2011

Re: TACS# 59140 (0904-01-0017) Total Amount Due: \$16,469.24

Dear Sir or Madam:

We recently forwarded a Notice to you indicating that your real estate taxes are severely delinquent. Our firm has been retained to collect the delinquent taxes on your property. Since the tax records reflect that these taxes remain unpaid despite our correspondence to your attention, this is your final notice and last opportunity to address this delinquency.

Please take notice that unless your account is paid in full within thirty (30) days of this notice, we will take additional action to collect this account, such as the seizure of your wages or other property. If your taxes are more than two years delinquent, or the property is otherwise eligible for sale under applicable law, we will commence proceedings to sell your property, beginning with the publication of your name and this delinquency in a local newspaper. Please be advised that Virginia law requires that you pay any costs associated with filing suit to sell your property for delinquent taxes. You will be responsible for paying for services such as publications, title searches, filing fees, service fees, appraisal fees, court reporter fees, and auctioneer fees.

Payment should be made payable to **Fairfax County** and mailed to the following address: **Taxing Authority Consulting Services, PC, P.O. Box 71476, Richmond, Virginia, 23255-1476**. You may also make payment by credit card or electronic check through our website, www.taxva.com, by clicking "Pay Now" (a convenience fee will apply). Please be sure to include the above-referenced account number on your payment to ensure proper credit.

Please contact our office to discuss payment of your account. If you have paid these taxes or you are now a debtor in a pending bankruptcy, please disregard this notice. If you are in bankruptcy, please furnish to our office, in writing, the number of your bankruptcy case and the identification of the Court in which it is pending so as to enable us to code your account and avoid further correspondence to you.

Sincerely,
Taxing Authority Consulting Services, PC

CCSTACS01FXT2

Detach Lower Portion and Return with Remittance

(Do not send cash - please make check or money order payable to Fairfax County)

PO Box 71476
Richmond VA 23255-1476
ADDRESS SERVICE REQUESTED

tacs Taxing Authority Consulting Services, P.C.
Attorneys At Law
(703) 880-1078 • Fax (804) 440-1171 • questions@taxva.com

October 26, 2011

TAXING AUTHORITY CONSULTING SERVICES PC

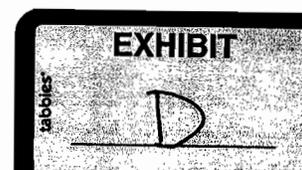
PO Box 71476
Richmond VA 23255-1476

59140-FXT2 651192477



Anthony M Oconnell Tr
439 S Vista Del Rio
Green Valley AZ 85614-2415

TACS #: 59140
Total Amount Due: \$16,469.24
Amount Enclosed: \$ _____



Exceptions 1994

The June 16, 1994, Exceptions to the Commissioner's Report [approval]
for the accounting of the estate of Jean O'Connell, fiduciary #49160

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Estate of Jean Miner O'Connell, Deceased

To the Honorable Judges of Said Court:

I, Anthony Miner O'Connell, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated the 31st day of May, 1994, and filed in the above matter in this Court on the 1st day of June, 1994, and state as my grounds, the following:

I believe the Commissioner of Accounts was in error in approving a commission for Edward J. White. I was in error for not providing the Commissioner my letter of 6/13/94 (enclosure 1) before the Commissioner approved his report. Approval of a commission for Ed White would be an approval of Ed White's destruction of my reputation and my consequent estrangement from my family. (This does not apply to the other cofiduciary, Jean Nader, ref. Va Code 26.5.2). My grounds are as follows:

1. Ed White used his fiduciary position in this estate to destroy my reputation and my relationship with my sister, Jean Nader, with the intent of generating another fee for himself through the forced sale of real estate, in which all the beneficiaries of this estate have an interest (enclosures 1).
2. Ed White got this fiduciary position by destroying my credibility with my mother in 1985-1986. Mr. White intentionally withheld information while I was trying to fund a trust for my mother, and accused me for the consequent delay. After 13 years as designated cofiduciary in my mother's Will, she dropped me and added Ed White (enclosure 2).
3. Mr. White's secrecy and setups show contempt for the fiduciary relationship between executor and heir (enclosure 3).
4. The testator, my mother, did not want her family torn apart.

To the Honorable Judges of the Fairfax County Circuit Court, I beg you to cause a jury to be empaneled to resolve this issue. I believe my fiduciary and accuser, Ed White, should be held to that level of responsibility.

Respectfully submitted this 16th day of June, 1994.

Anthony Miner O'Connell



Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855

FILED
JUN 16 AM 9:14
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

Exceptions 2000

The August 23, 2000, exceptions to Commissioner Jesse Wilson changing the trust's 11th account from "This is not a final account" to read "This is a final account", and therefore closing the trust account, fiduciary #21840, against the trustee's intent.

$$1,475.97 - 816.00 = 659.97$$

I don't understand why the accountants who created it, reported it, made the family appear responsible for it, and approved it, don't recognise the accounting entanglement trail $1,475.97 - 816/00 = 659.97$, or any accounting trail for these numbers, when asked about it.



Fiduciary # 21840

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Trust u/w of H. A. O'Connell

FILED
00 AUG 23 AM 10:52
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

To the Honorable Judges of Said Court:

- The Honorable F. Bruce Bach, Chief Judge
- The Honorable Michael P. McWeeney
- The Honorable Marcus D. Williams
- The Honorable Stanley Paul Klein
- The Honorable Robert W. Wooldridge, Jr.
- The Honorable Arthur B. Vieregg, Jr.
- The Honorable Dennis J. Smith
- The Honorable Jane Marum Roush
- The Honorable M. Langhorne Keith
- The Honorable David T. Stitt
- The Honorable Leslie Alden
- The Honorable Kathleen H. MacKay
- The Honorable Jonathan C. Thacher
- The Honorable Henry E. Hudson
- The Honorable R. Terrence Ney

I, Anthony Miner O'Connell, Trustee u/w of H. A. O'Connell, fiduciary # 21840, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated August 8, 2000, to the Judges of Said Court, and state as my grounds, the following.

1. First, I am not accusing Commissioner of Accounts Jesse B. Wilson, III, or any one else connected with the Court, of any wrongdoing. I simply do not understand why Commissioner of Accounts Jesse B. Wilson, III, would want to approve and close Accounts before the accountings are fully exposed and the discrepancies addressed. It is against the principals of accounting.
2. Second, the source of the discrepancies are:

Jo Ann Barnes, CPA
Bruner, Kane & McCarthy, Ltd.
700 North Fairfax
Alexandria, VA 22313

Edward White, Attorney
P.O. Box 207
Kinsale, VA 22488

I sent 18 responses to the Court.

I sent 1 response on September 22, 2012. I sent 17 responses on September 24, 2012.

This is the cover sheet for the 17 responses I sent on September 24, 2012, and the USPS evidence for them. USPS delivered them on 9/26/12 at 10:44am; It was signed by Stephanie Walker. It weighed 6 pounds 1 ounce and cost \$62.65. USPS EI 480187651 US.

Why does Elizabeth Chichester Morrogh at the law firm of B&K not recognize my eighteen (18) responses to the Court? I listed all 18 responses in my email to her on September 26, 1992, at 3:49am.

"5. As of the date of the filing of this Motion, Defendant Sheila O'Connell has been served with the Complaint and the time period for her to file an answer is pending. Upon information and belief, **Defendant Anthony M. O'Connell has filed a response to the Complaint, which consisted of a one-page letter directed to the Clerk of Court, and the filing of numerous documents and records containing his annotations.**"

(From Elizabeth Chichester Morrogh's Motion for Temporary Injunction dated September 28, 2012.)

Why does Judge Smith not recognize my eighteen (18) responses to the Court? I listed all 18 responses in my letter to him on January 11, 2013.

"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .

(From Chief Judge Dennis J. Smith Order dated January 25, 2013)

Response sent 9/24/12 with 17 items for \$62.65



EI 480187651 US



Customer Copy Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code 85614	Day of Delivery Next <input checked="" type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 62.65
Date Accepted 9/24/12	Scheduled Date of Delivery Month: 9 Day: 25	Return Receipt Fee \$
Time Accepted 1:51 PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight	Military <input type="checkbox"/>	Insurance Fee \$
lbs. ozs.	Int'l Alpha Country Code	Total Postage & Fees \$ 62.65
	Acceptance Emp. Initials (AM)	

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. **WAIVER OF SIGNATURE (Domestic Mail Only)**
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

FROM: (PLEASE PRINT) PHONE ()
ANTHONY O'CONNELL
439 S VISTA DEL RIO
GREEN VALLEY, AZ 85614

TO: (PLEASE PRINT) PHONE ()
CLERK OF THE CIRCUIT COURT
JOHN T FREY
CIRCUIT COURT OF FAIRFAX
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)
+
FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

Seventeen (17) items
Trustee sent seventeen (17) items to the Court in response to the Complaint. USPS says 6 pounds 1 ounce were delivered on 9/26/12 at 10:44am. USPS EI 480187651 US



EI 637303496

Customer Copy Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

ZIP Code 85614	Day of Delivery Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 18.95
Date Accepted 9/20/12	Scheduled Date of Delivery Month: 9 Day: 24	Return Receipt Fee \$
Time Accepted 11:50 AM	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight	Military <input type="checkbox"/>	Insurance Fee \$
lbs. ozs.	Int'l Alpha Country Code	Total Postage & Fees \$ 18.95
	Acceptance Emp. Initials W3	

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. **WAIVER OF SIGNATURE (Domestic Mail Only)**
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

NO DELIVERY
 Weekend Holiday Mailer Signature _____

FROM: (PLEASE PRINT) PHONE ()
ANTHONY O'CONNELL TRUSTEE
439 S. VISTA DEL RIO
GREEN VALLEY, AZ 85614

TO: (PLEASE PRINT) PHONE ()
CLERK OF THE CIRCUIT COURT
JOHN T FREY
CIRCUIT COURT OF FAIRFAX CO
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)
+
FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am



Help



Product Tracking & Reporting

17 items

Home

Search

Reports

Manual Entry

Rates/
Commitments

PTR / EDW

USPS Corporate
Accounts

September 08, 2014

USPS Tracking Intranet Tracking Number Result

Result for Domestic Tracking Number EI48 0187 651U S

Destination and Origin

Destination

ZIP Code	City	State
22030	FAIRFAX	VA

Origin

ZIP Code	City	State
856149998	GREEN VALLEY	AZ

Seventeen (17) items
Trustee sent seventeen (17) items to the Court
in response to the Complaint. USPS says 6
pounds 1 ounce were delivered on 9/26/12 at
10:44am. USPS EI 480187651 US

Tracking Number Classification

Class/Service

Class/Service: Priority Mail Express PO-Add
Class of Mail Code/Description: EX / Priority Mail Express™

Service Delivery Information

Service Performance Date: Scheduled Delivery Day and Time: Tuesday, 09/25/2012 12:00
Delivery Option Indicator: 1 - Normal Delivery
Zone: 08
PO Box: N
Other Information: [Service Calculation Information](#)

Payment

17 items

Postage: \$62.85
Weight: 6 lb(s) 1 oz(s)



Rate Indicator: PRIORITY MAIL EXPRESS PO TO ADDRESSEE

Other Information

Firm Label ID: 5103 0SGQ 9623 8096 8128

Extra Services

Extra Services Details

Description	Amount
PO to Addressee	

Events

Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
								View Delivery Signature and Address
DELIVERED	09/25/2012	10:44	FAIRFAX, VA 22030	Firm Book	030SHAL098		09/25/2012 16:33:52	Facility Finance Number: 513096 Firm Name: FAIRFAX CIRCUIT CT Recipient Name: S WALKER
								Request Delivery Record
NO AUTHORIZED RECIPIENT AVAILABLE	09/25/2012	09:28	FAIRFAX, VA 22030	Firm Book	030SHCL617		09/25/2012 08:50:31	
ARRIVAL AT UNIT	09/25/2012	09:05	FAIRFAX, VA 22030	Firm Book	030SGQ9623		09/25/2012 08:08:58	
ARRIVAL AT UNIT	09/25/2012	08:41	FAIRFAX, VA 22030	Scanned	030SHNL870		09/25/2012 08:27:50	
DISPATCHED FROM SORT FACILITY	09/25/2012	07:54	DUILLES, VA 20102	System Generated			09/25/2012 12:53:34	



Event	Event Date	Event Time	Location	Input Method	Scanner ID	Carrier Route	Posting Date / Time (Central Time)	Other Information
ENROUTE/PROCESSED	09/25/2012	07:06	DULLES, VA 20102	Scanned	EES-002-000004		09/25/2012 06:20:54	
DISPATCHED FROM SORT FACILITY	09/24/2012	21:56	TUCSON, AZ 85726	System Generated			09/25/2012 00:16:27	
ENROUTE/PROCESSED	09/24/2012	16:45	TUCSON, AZ 85726	Scanned	030SHQ03M4		09/24/2012 20:06:15	
ENROUTE/PROCESSED	09/24/2012	15:43	GREEN VALLEY, AZ 85614	Scanned	030SHAH575		09/24/2012 18:02:01	
ACCEPT OR PICKUP	09/24/2012	13:51	GREEN VALLEY, AZ 85614	Scanned			09/24/2012 16:39:01	Facility Finance Number: 033607

Enter up to 10 items separated by commas.

Select Search Type: Quick Search



Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am

Certified-Return receipt requested.
EI 480187651 US
Delivered 9/25/12 at 10:44am

[Help](#)



Product Tracking & Reporting

[Home](#)

[Search](#)

[Reports](#)

[Manual Entry](#)

[Rates/
Commitments](#)

[PTR / EDW](#)

[USPS Corporate
Accounts](#)

September 08, 2014

USPS Tracking Intranet

Delivery Signature and Address

Tracking Number: EI48 0187 651U S

This Item was delivered on 09/25/2012 at 10:44:00

[Return to Tracking Number View](#)

Signature	Signature	<i>Stephanie Walker</i>
	Printed Name	Stephanie Walker
Address	Delivery Address	4110 Green Blvd

Enter up to 10 items separated by commas.

Select Search Type: Quick Search

Product Tracking & Reporting, All Rights Reserved
Version: 1.9.1.9



Quick Tools

Track & Confirm

I don't understand why USPS could not delivery my item because an authorized recipient was not available at the Court on Tuesday at 9:28 am, on September 25, 2012.

Get a Free Ship

Learn about Priority Mail® Flat Rate Shipping

Number entered: EI480187651US

Item's Status We attempted to deliver your item at 9:28 am September 25, 2012 in FAIRFAX, VA 22030 and a notice was because an authorized recipient was not available. You may change redelivery by visiting www.usps.com/redelivery

or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed after five business days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

Track Another Item

What's your label (or receipt) number?

Enter your label or receipt number

or ZIP code

to track your item

or to schedule a pickup

or to schedule a delivery

or to schedule a return

or to schedule a delivery

or to schedule a return

or to schedule a delivery

or to schedule a return

or to schedule a delivery

or to schedule a return

or to schedule a delivery

or to schedule a return

or to schedule a delivery

or to schedule a return



delivered on 9/25/12 at 10:44 AM

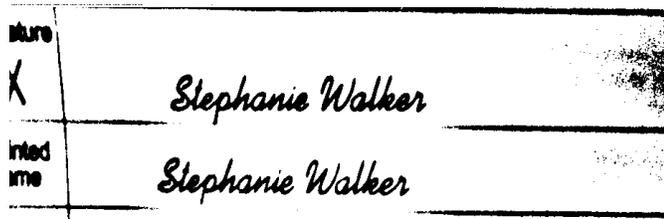


Date: 09/25/2012

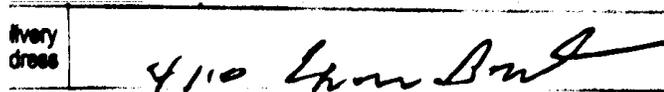
ANTHONY OCONNELL:

The following is in response to your 09/25/2012 request for delivery information on your Express Mail(R) item number E148 0187 651U S. The delivery record shows that this item was delivered on 09/25/2012 at 10:44 AM in FAIRFAX, VA 22030 to S WALKER. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

After I read that USPS could not delivery my response because an authorized recipient was not available at the Court on Tuesday at 9:28 am on September 25, 2012, I believed I went on the USPS web site and commented and probably telephoned USPS in Fairfax and then the UPS web site(?) showed that my items were delivered at 10:44 am. on September 25, 2012,

2

\$545,820-23p

Expose Bk467p191

\$545,820

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

Inventory

12-10-91
 FILED 4-13-92
 PAID \$161.00
 TAPED JBCW
 POSTED

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX, ON THE _____ DAY OF APRIL, 1992

INVENTORY OF THE ESTATE OF

JEAN M. O'CONNELL

Fiduciary No. 49160

I. Property under the authority, supervision and control of the fiduciary

DESCRIPTION OF PROPERTY	VALUE
ck Wash Gas Light Co. 8/1/91	105.00
ck Signet 8/5/91	39.60
ck A. G. Edwards 8/15/91	2346.63
ck Kemper Mun Bond Fund 4/30/91	162.86
ck Kemper Mun Bond Fund 5/31/91	162.86
ck Kemper Mun Bond Fund 7/31/91	162.86
ck Kemper Mun Bond Fund 8/30/91	162.86
ck Nuveen Fund 3/1/91	63.00
ck Nuveen Fund 5/1/91	63.00
ck Nuveen Fund 6/3/91	63.00
ck Nuveen Fund 8/1/91	66.50
ck Nuveen Fund 9/3/91	66.50
ck American Funds 9/9/91	424.76
Sovran Bank #4536-2785, MMA	3310.46
First Virginia Bank #4076-1509, MMA	22812.52
Fairfax Co. Industrial Development Bond	109587.00
Franklin Va. Fund 4556.001 sh	50507.84
Investment Co. of America 3861.447 sh	65663.91
Kemper Municipal Bond Fund 2961.152 sh	30396.23
Nuveen Premium Income Municipal Bond Fund 700 sh	6450.50
Washington Gas Light Co. 200 sh common	6375.00
Signet Banking Corp 198 sh common	4331.25
Travelers Check	20.00
1988 Plymouth Van	8000.00

BK0457 0820

Ck Am Funds 5/10/91	326.60
Lynch Properties Limited Partnership deed of trust note	
Face amt \$625,940.86, dtd 4/21/88, secured by	
6541 Franconia Rd., Springfield, Va.	518,903.26
TOTAL	830,574.00

BK0457 0821

II. Other property of the estate of which the fidiciary has knowledge. (If none, so state)

DESCRIPTION OF PROPERTY	VALUE
Hallmark Bank MMA, #1107849600, POD to Jean M. Nader	40,796.81
53.9006% interest in 15 acres in Fairfax Co. on	
Cinderbed Rd. (value based on County assessment which	
is in dispute	323,403.60
Perpetual American Bank, MMA, #	
POD to Jean M. Nader	
TOTAL	

BK0457 0822

CERTIFICATE OF FIDUCIARY

I, Edward J. White, solemnly swear (or affirm) that to the best of my knowledge and belief the foregoing INVENTORY embraces all of the property, both real and personal, of the estate of JEAN M. O'CONNELL under my authority, supervision and control as Co-Executor aggregating \$830,574.00; and also all other property of said estate of which I have knowledge.

[Handwritten signature of Edward J. White]

Edward J. White, Co-Executor
118 South Royal Street
Alexandria, Virginia 22314

Subscribed and sworn to before me this 10th day of April, 1992.

[Handwritten signature of Notary Public]
Notary Public

My commission expires:

2/6/93

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND, to wit:

I, Jean Mary O'Connell-Nader, solemnly swear (or affirm) that to the best of my knowledge and belief the foregoing INVENTORY embraces all of the property, both real and personal, of the estate of JEAN M. O'CONNELL under my authority, supervision and control as Co-Executor aggregating \$830,574.00; and also all other property of said estate of which I have knowledge.

[Handwritten signature of Jean Mary O'Connell-Nader]

Jean Mary O'Connell-Nader, Co-Executor
350 Fourth Ave.
New Kensington, Pa. 15068

Subscribed and sworn to before me this 9th day of April, 1992.

[Handwritten signature of Francis E. Albert]

Notary Public

My commission expires:

January 18, 1993

Notarial Seal
Francis E. Albert, Notary Public
New Kensington, Westmoreland County
My Commission Expires Jan. 18, 1993

COMMISSIONER'S CERTIFICATE

Inspected, found to be in proper form, and approved this 19th day of August, 1992.

[Handwritten signature of Commissioner of Accounts]
COMMISSIONER OF ACCOUNTS

BK0457 0823

First Account

77100
 13-10-92
 10-26-91
 #12921
 11-2-92
 + 60. debts to demands here

VIRGINIA: IN THE CIRCUIT COURT OF FAIRFAX COUNTY

IN RE: ESTATE OF JEAN M. O'CONNELL

FIDUCIARY NO. 49160

Date of Qualification: December 10, 1991

FIRST ACCOUNTING OF

EDWARD J. WHITE AND JEAN M. NADER

CO-EXECUTORS

September 15, 1991 - September 15, 1992

RECEIPTS

Inventory Items

ck Wash Gas Light Co. 8/1/91	105.00 ✓
ck Signet 8/5/91	39.60 ✓
ck A. G. Edwards 8/15/91	2,346.63 ✓
ck Kemper Mun Bond Fund 4/30/91	162.86 ✓
ck Kemper Mun Bond Fund 5/31/91	162.86 ✓
ck Kemper Mun Bond Fund 7/31/91	162.86 ✓
ck Kemper Mun Bond Fund 8/30/91	162.86 ✓
Ck Nuveen Fund 3/1/91	63.00 ✓
Ck Nuveen Fund 5/1/91	63.00 ✓
ck Nuveen Fund 6/3/91	63.00 ✓
ck Nuveen Fund 8/1/91	66.50 ✓
ck Nuveen Fund 9/3/91	66.50 ✓
ck American Funds 9/9/91	424.76 ✓
Sovran Bank #4536-2785	3,310.46 ✓
First Virginia Bank #4076-1509	22,812.52 ✓
Fx Co. Ind Dev Bond	109,587.00 ✓
Franklin Va. Fund 4556.001 sh	51,396.34 ✓ AMD ✓
Investment Co. of America 3861.447 sh	65,663.91 ✓
Kemper Mun Bond Fund 2961.152 sh	30,396.23 ✓
Nuveen Premium Inc Mun Fund 700 sh	11,200.00 ✓ AMD ✓
Washington Gas Light Co. 200 sh	6,375.00 ✓
Signet Banking Corp 198 sh	4,331.25 ✓
Lynch Properties note	518,903.26 ✓
Travelers Check	20.00 ✓
1988 Plymouth Van	8,000.00 ✓
Am Funds ck 5/10/91	326.60 ✓
USAA Subscriber sav acct	25.10 ✓ AMD ✓
Sub Total Inventory Items	836,237.10 ✓

BK0467 0191

SEP 25 1992

Receipts During Period

First Virginia Bank int	399.58
ck Nuveen 11/1/91	66.50
ck WGL 11/1/91	105.00
ck Kemper 10/31/91	162.86
ck Nuveen 10/1/91	66.50
ck Kemper 9/30/91	162.86
Va. 1990 refund	1,605.58
Nuveen 12/31/91	66.50
Kemper 12/31/91	384.95
Kemper 11/29/91	162.86
Signet 11/27/91	39.60
Nuveen 12/2/91	66.50
Blue Cross 10/10/91	88.78
Int B&H earned 2/11	111.22
Nuveen 2/3/92	66.50
WGL div 2/1/92	105.00
Sovran int DOD-3/2/92	71.52
ck Signet 2/26/92	39.60
ck A. G. Edwards (Fx bond) 2/18/92	3,520.00
ck Kemper 2/28/92	171.75
ck Nuveen 3/2/92	66.50
Int B&H 3/10	246.12
ck Kemper 1/31/92	171.75
Int B&H 4/10	210.76
Int Lynch Prop Note DOD-4/21/92	26,917.17
Int fm Harold 'Connell Trust	816.00
Debt fm Harold O'Connell Trust	659.97
Nuveen 4/1/92	66.50
USAA refund	34.37
Int B&H 5/11	1,144.70
A. G. Edwards 5/27-Signet \$107 div	
WGL div 39.60	146.60
Int earned B&H	1,037.93
Nuveen 6/1/92	66.50
Int earned B&H	666.39
Nuveen 7/1/92	66.50
Int earned B&H	451.50
Nuveen 8/3/92	66.50
Nuveen 9/1/92	67.90
Nuveen 9/1/92	24.50
Int earned B&H	406.86
Inc Invest Co. of America DOD-9/15/92	5,403.87
A. G. Edwards acct Fx bond int	3,520.00
A. G. Edwards acct Signet div	39.60
A. G. Edwards acct WGL div	107.00
Kemper Mun Bond Fund DOD-9/15/92	1,468.42
Franklin Va. Fund DOD-9/15/92	5,590.85
Sub Total Receipts during period	56,928.42 ✓
TOTAL RECEIPTS	893,165.52 ✓

DKU467 0192

DISBURSEMENTS

Item	Ckno	
1 Colonial Emerg Phys (med bill)	1	10.40 ✓
VOID	2	
2 Fairfax Circ Ct. letters	3	14.00 ✓
3 Jean M. Nader probate tax reimb	4	1,269.00 ✓
4 NationsBank Car loan payoff	5	1,364.97 ✓
5 Checks		15.89 ✓
6 Jean Nader int on Hallmark acct while dep in estate acct	7	270.82 ¹ ✓
7 Commissioner of accounts Inventory	8	61.00 ✓
8 IRS 1991 1040 return	9	15,332.00 ✓
9 Va. Dept Tax 1991 return	10	2,856.00 ✓
10 Jean M. Nader, disb	11	75,000.00 ✓
11 Jean M. Nader, bills pd SHE IS OWED 30 ^{cents}	12	8,559.00 ✓
12 Sheila Ann O'Connell-Shevenell, disb	13	75,000.00 ✓
13 Sheila Ann O'Connell-Shevenell, cem bill	14	475.00 ✓
14 Anthony M. O'Connell, disb	15	75,000.00 ✓
15 Anthony M. O'Connell int/disb 4/22-5/20	16	230.14 ² ✓
16 A. G. Edwards legal charge (debit fm div)		40.00 ✓
17 IRS estimated Estate Tax	17	119,000.00 ³ ✓
18 Virginia estimated Estate Tax	18	31,000.00 ³ ✓
19 IRS 1991 income tax	19	28,334.00 ✓
20 Va Dept Tax 1991 amended return	21	5,712.00 ✓
21 National Fire Ins Co of Hartford Nuveen bond	22	169.26 ⁴ ✓
22 U. S. Trust processing fee	23	20.00 ⁴ ✓
23 Harold O'Connell Trust, appraisal	24	2,000.00 ⁵ ✓
24 Jean M. Nader, disbursement	101	33,000.00 ✓
25 Anthony M. O'Connell, disbursement	102	33,000.00 ✓
26 Sheila Ann O'Connell-Shevenell, dis	103	33,000.00 ✓
27 IRS est share of int due 91 amd tax	104	241.81 ⁶ ✓
28 1988 Plymouth Van to Anthony O'Connell		8,000.00 ✓
TOTAL DISBURSED		548,975.29 ✓

Vouchers in support of these disbursements are submitted herewith.

NOTES:

1. Decedent had a POD account in Hallmark Bank with Jean Nader. The bank erroneously paid the amount to the estate. This figure is the interest earned on that sum while in the estate account.

2. This represents interest earned in the estate account on the amount of the disbursement while the disbursal was delayed. This is to equalize the disbursements among the legatees.

3. Estimated tax was paid with an extension request.

4. Expenses incurred due to lost Nuveen certificate of ownership.

BK0467 0193

←
UNCLAS
ETC.

5. Decedent owned a partial interest in 15 acres of land in Accotink. The Harold O'Connell Trust owned the other share. The estate agreed to pay for the appraisal which hopefully will reduce the value of the tract by 50%. The beneficiaries of the Trust are the same persons as the devisees under the will and in the same shares.

6. When the 1991 income tax was prepared by Edward J. White, Co-Executor, a large capital gain was omitted necessitating the filing of an amended return. \$526.55 was assessed in interest by the IRS. The figure is the amount of interest earned by the estate while the amount due the IRS was in the estate bank account. The balance of the interest assessment was paid by Edward J. White.

7. Jean M. Nader and Sheila O'Connell-Shevenell agreed that the vehicle should be disbursed to Anthony M. O'Connell in addition to his 1/3 share of the remainder of the estate.

RECONCILIATION

SUM RECEIPTS	893,165.52 ✓
SUM DISBURSED	548,975.29 ✓
RECEIPTS LESS DISBURSEMENTS	344,190.23 ✓

ON HAND

Burke and Herbert Bank & Trust Co.	49,110.76
Investment Co. of America (A. G. Edwards)	71,067.78
Franklin Virginia Fund (A. G. Edwards)	56,987.19
Kemper Municipal Bond Fund (A. G. Edwards)	31,864.65
Fx Co. Ind Dev Bond (A. G. Edwards) Inv value	109,587.00
A. G. Edwards MMA and cash	3,666.60
Nuveen Premium Inc Mun Fund (A. G. Edwards)(invval)	11,200.00
Washington Gas Light Co. 200 sh (Inv value)	6,375.00
Signet Banking Corp 198 sh (Inv value)	4,331.25

TOTAL ON HAND TO BE DISTRIBUTED	344,190.23 ✓
DIFFERENCE	0.00

DATE: October 16, 1992

Edward J. White
Co-Executor

Jean M. Nader
Co-Executor

BK0467 0194

IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS
CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

At the request of Edward J. White,
Co-Executor and Attorney and Agent _____ of the estate
of Jean M. O'Connell, deceased, I gave
the notice required by Section 64.1-171 of the Code of Virginia,
1950, as amended, setting the 30th day of December, 1992,
at 10:30 A.M. at my office in Fairfax, Virginia, as the time
and place for receiving proof of debts and demands against the
estate of Jean M. O'Connell.

At the said time and place, no one appeared to offer to
prove any debts or demands against said estate.

I hereby certify that I have stated the foregoing account
of Jean M. O'Connell, deceased, after
having given the notice required by law, and have approved the
same. Vouchers for the disbursements were submitted to me.

GIVEN under my hand this 20th day of March,
1993.



Jesse B. Wilson, III
Commissioner of Accounts
Fairfax County, Virginia

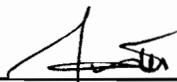
BK0467 0195

BK 0467 0196

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, JESSE B. WILSON, III, Commissioner of Accounts for Fairfax County, Virginia, do hereby certify that I have this day stated the foregoing account, after having given the notice required by law, and have approved the same. Vouchers for said disbursements were submitted therewith.

GIVEN under my hand this 7th day of March, 1993.



JESSE B. WILSON, III
Commissioner of Accounts
Fairfax County, Virginia

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA:

I, JOHN T. FREY, Clerk of the Circuit Court of Fairfax County, Virginia, do hereby certify that the foregoing Account or Report has been filed in my office for more than fifteen days, and that no exceptions have been filed thereto, and the same is now recorded pursuant to the provisions of §§ 26-33 and 26-35 of the Code of Virginia, as amended.

GIVEN under my hand this 7th day of April, 1993.

TESTE: JOHN T. FREY, CLERK

BY: 
Deputy Clerk



JESSE B. WILSON, III.
COMMISSIONER OF ACCOUNTS

COMMISSIONER OF ACCOUNTS OFFICE
CIRCUIT COURT OF FAIRFAX COUNTY

FAIR OAKS PLAZA, SUITE 500
11350 RANDOM HILLS ROAD FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 385-0268



ROBERT J. McCANDLISH, JR.
DEPUTY COMMISSIONER OF ACCOUNTS

March 22, 1993

Jean Mary O'Connell-Nader
350 4th Avenue
New Kensington, PA 15068

RE: Jean M. O'Connell Estate
FIDUCIARY NO: 069160

Please be advised that the 1st Accounting, filed with this office on 10/26/92, and posted for 11/2/92, was approved on March 20, 1993, and was, or is being, sent to the Clerk of the Circuit Court of Fairfax County, for filing therein, on March 22, 1993.

Jesse B. Wilson, III
Commissioner of Accounts

Robert J. McCandlish, Jr.
Deputy Commissioner of Accounts

Supporting vouchers
previously returned _____

Supporting vouchers
returned herewith _____

Your next Accounting is due in this office by _____.

Second Account

The Lynch Note disappeared from the estate's second Court account.

FID.# 49160
QUAL 12-10-91
FILED 4-14-94
PAID 163.001
TAPED [initials]
POSTED 5-8-94

VIRGINIA: IN THE CIRCUIT COURT OF FAIRFAX COUNTY

IN RE: ESTATE OF JEAN M. O'CONNELL

FIDUCIARY NO. 49160

Date of Qualification: December 10, 1991

SECOND AND FINAL ACCOUNTING OF
EDWARD J. WHITE AND JEAN M. NADER
CO-EXECUTORS

September 16, 1992 - January 19, 1994

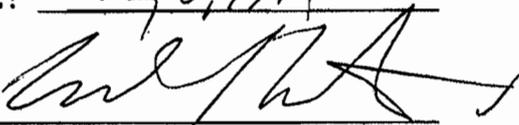
CARRIED OVER FROM FIRST ACCOUNTING		
Burke and Herbert Bank & Trust Co.	49,110.76	
Investment Co. of America	71,067.78	
Franklin Virginia Fund	56,987.19	
Kemper Municipal Bond Fund	31,864.65	
Fx Co. Ind Dev Bond (A. G. Edwards) Inv value	109,587.00	
A. G. Edwards MMA and cash	3,666.60	
Nuveen Premium Inc Mun Fund (A. G. Edwards)	11,200.00	
Washington Gas Light Co. 200 sh (Inv value)	6,375.00	
Signet Banking Corp 198 sh (Inv value)	4,331.25	
TOTAL ON HAND AT BEGINNING OF PERIOD	344,190.23	✓
RECEIPTS DURING PERIOD		
Nuveen ck dated 5/1/92	66.50	
Int earned Burke and Herbert Bank	661.30	
Virginia Estate tax refund	1,596.01	

Virginia Estate tax refund, interest	14.04	
U S Estate tax refund	14,050.52	
U S Estate tax refund interest	358.01	
Fx Co bond appreciation	13,995.76	
Franklin Fund dividends	4,263.28	
Inv Co of Am dividends	3,828.55	
Kemper Fund dividends	3,817.18	
Nuveen Fund dividends	1,179.85	
Washington Gas dividends	541.00	
Signet dividends	118.80	
Interest A.G. Edwards MMF	639.97	
Fairfax Co bond interest	7,040.00	
Washington Gas Light gain on sale	1,407.58	
Signet gain on sale	5,544.95	
Franklin Fund appreciation	608.44	
Inv Co of Am appreciation	5,656.06	
Kemper Fund appreciation	392.24	
Nuveen Fund appreciation	349.37	
TOTAL RECEIPTS DURING ACCOUNTING PERIOD	66,129.41	
DISBURSEMENTS		
Item	Ckno	
Commisisoner of Accounts First Accounting	105	1,129.46 ✓
IRS FIDUCIARY TAX	106	46,581.00 ✓
VA DEPT TAX FIDUCIARY TAX	107	9,400.00 ✓
Commisisoner of Accounts D&D fees	108	60.00 ✓
Keller-Bruner tax prep 1041	109	1,000.00 ✓

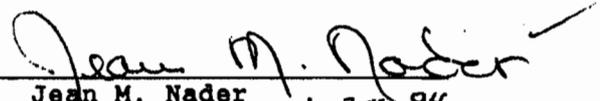
Fairfax Co. pers prop tax on car	110	132.78 ✓
IRS Estate Tax Amendment	111	3,629.09 ✓
Va. Dept Tax, amended estate tax	112	608.55 ✓
Va. Dept Tax, amended tax interest	113	57.97 ✓
Clerk Fairfax filing fee Show Cause	114	10.00 ✓
IRS, amended est tax interest	115	284.39 ✓
Journal Newspapers Show Cause Ad	116	68.00 ✓
Anthony O'Connell - Franklin Fund		20,619.64 ✓
Jean Nader - Franklin Fund		20,619.64 ✓
Sheila O. Shevenell - Franklin Fund		20,619.63 ✓
Anthony O'Connell - Kemper Fund		11,358.69 ✓
Jean Nader - Kemper Fund		11,358.69 ✓
Sheila O. Shevenell - Kemper Fund		11,358.69 ✓
Anthony O'Connell - ICA Fund		26,850.79 ✓
Jean Nader - ICA Fund		26,850.80 ✓
Sheila O. Shevenell - ICA Fund		26,850.80 ✓
Anthony O'Connell - Fairfax bond		39,362.05 ✓
Jean Nader - Fairfax bond		39,362.05 ✓
Sheila O. Shevenell - Fairfax bond		39,362.05 ✓
Keller, Bruner & Co. 2d & 3d Fid Tax prep	117	2,250.00 ✓
Commissioner of Accounts - Second & Final Acct	118	163.00
Edward J. White - Co-Executor commission	119	23,580.89 ✓
Jean M. Nader - Co-Executor commission	120	23,580.90 ✓
Anthony M. O'Connell - final disbursement	121	1,031.65 ✓
Sheila O'Connell Shevenell - final disbursement	122	1,031.66 ✓
Jean M. Nader - final disbursement	123	1,031.65 ✓
Edward J. White Long dist calls, 442 copies @10c, postage on large items	124	115.13 ✓
TOTAL DISBURSED		410,319.64 ✓

RECONCILIATION		
BEGINNING BALANCE	344,190.23	
SUM RECEIPTS	66,129.41	
SUM DISBURSED	410,319.64	
RECEIPTS LESS DISBURSEMENTS	0.00	
BAL ON HAND TO BE DISTRIBUTED	0.00	

DATE: February 8, 1994



Edward J. White
Co-Executor


1-25-94

Jean M. Nader
Co-Executor



Jesse B. Wilson, III
Commissioner of Accounts

Commissioner of Accounts Office
Circuit Court of Fairfax County

Fair Oaks Plaza
Suite 460
11350 Random Hills Road
Fairfax, Virginia 22030
Telephone (703) 385-0268



Jean Mary O'Connell-Nader
350 4th Avenue
New Kensington, PA 15068

RE: Jean M. O'Connell Estate
FIDUCIARY NO: 049160

Please be advised that the Final Accounting, filed with this
office on 4/14/94, and posted for 5/2/94, was approved on
5-31-94, and was, or is being, sent to the Clerk of
the Circuit Court of Fairfax County, for filing therein,
on 6-1-94.

Jesse B. Wilson, III
Commissioner of Accounts

Original supporting vouchers
previously returned

Original supporting vouchers
returned herewith

Exceptions

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Estate of Jean Miner O'Connell, Deceased

To the Honorable Judges of Said Court:

I, Anthony Miner O'Connell, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated the 31st day of May, 1994, and filed in the above matter in this Court on the 1st day of June, 1994, and state as my grounds, the following:

I believe the Commissioner of Accounts was in error in approving a commission for Edward J. White. I was in error for not providing the Commissioner my letter of 6/13/94 (enclosure 1) before the Commissioner approved his report. Approval of a commission for Ed White would be an approval of Ed White's destruction of my reputation and my consequent estrangement from my family. (This does not apply to the other cofiduciary, Jean Nader, ref. Va Code 26.5.2). My grounds are as follows:

1. Ed White used his fiduciary position in this estate to destroy my reputation and my relationship with my sister, Jean Nader, with the intent of generating another fee for himself through the forced sale of real estate, in which all the beneficiaries of this estate have an interest (enclosures 1).
2. Ed White got this fiduciary position by destroying my credibility with my mother in 1985-1986. Mr. White intentionally withheld information while I was trying to fund a trust for my mother, and accused me for the consequent delay. After 13 years as designated cofiduciary in my mother's Will, she dropped me and added Ed White (enclosure 2).
3. Mr. White's secrecy and setups show contempt for the fiduciary relationship between executor and heir (enclosure 3).
4. The testator, my mother, did not want her family torn apart.

To the Honorable Judges of the Fairfax County Circuit Court, I beg you to cause a jury to be empaneled to resolve this issue. I believe my fiduciary and accuser, Ed White, should be held to that level of responsibility.

Respectfully submitted this 16th day of June, 1994.

Anthony Miner O'Connell



Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855

FILED
JUN 16 AM 9:16
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

SIR2613

D - DECEASED
F - INFANT
I - INCOMPETENT
O - OTHER

CIRCUIT COURT
FAIRFAX COUNTY, VIRGINIA
INDEX TO WILLS & FIDUCIARIES
FROM 01/01/94 THROUGH 11/30/94

REPORT DATE 12/01/94
PAGE 196

INDEXED NAME	INSTRUMENT	DATE	RECORDED BOOK PAGE	FILE NBR	YEAR FRST ENTR	TRN
OBO-D, FRANCIS X	PRAECIPE/NOTICE FOR SALE OF PROPERTY	04/20/94	000	F049465	940430-0007	
OBO-D, FRANCIS X	PETITION FOR SALE OF PROPERTY	04/20/94	000	F049465	940430-0008	
OBO-D, FRANCIS X	PRAECIPE/NOTICE	05/17/94	000	F049465	940518-0105	
OBO-D, FRANCIS X	PRAECIPE/NOTICE/AMENDED PET	07/15/94	000	F049465	940716-0172	
OBO-D, FRANCIS X	AGAL HOSFORD, BOWEN	07/15/94	000	F049465	940716-0175	
OBO-D, FRANCIS X	ORDER OHH	07/22/94	000	F049465	940723-012A	
OBO-D, FRANCIS X	ANSWER OF SAL	07/22/94	000	F049465	940726-0010	
OBRLEN, DORA M	WILL	03/10/94	488	F049991	940311-0044	
OBRLEN, DORA M	LIST OF HEIRS	03/10/94	488	F049991	940311-0045	
OBRLEN, DOROTHY J	ACCOUNTING	03/21/94	489	F050620	940322-0320	
OBRLEN, ELIZABETH A	ACCOUNTING	01/26/94	485	F049905	940128-0070	
OBRLEN, JENNIFER A	ACCOUNTING	08/11/94	497	F035895	940016-0233	
OBRLEN, JENNIFER A	ACCOUNTING	08/11/94	497	F035895	940016-0235	
OBRLEN, JENNIFER A	ACCOUNTING	08/11/94	497	F035895	940016-0237	
OBRLEN, NICOLE	ACCOUNTING	10/11/94	500	F045631	941012-0075	
OBRLEN, ROSEMARY S	WILL	01/12/94	445	F052993	940115-0077	
OBRLEN, MILDRED	AMENDED INVENTORY	01/12/94	445	F052967	940113-0197	
OBRLEN, MILDRED	ACCOUNTING	01/12/94	485	F045967	940113-0202	
OBRLEN, ROBERT L	INVENTORY	06/17/94	494	F046159	940622-0027	
OBRLEN, ROBERT L	ACCOUNTING	06/17/94	494	F046159	940622-0028	
OBRLEN, ROBERT L	ACCOUNTING	06/17/94	494	F046159	940622-0029	
OCHELTYRE, PHILIP E	ACCOUNTING	02/28/94	487	F048201	940301-0049	
OCUNNELL, ALICE J	WILL	01/27/94	1610	F053058	940201-0042	
OCUNNELL, CHRISTOPHER S	ACCOUNTING	01/26/94	485	L082528	940128-0079	
OCUNNELL, FRANCIS P	ACCOUNTING	03/29/94	490	F046051	940330-0345	
OCUNNELL, FRANCIS P	ACCOUNTING	03/29/94	490	F046051	940330-0347	
OCUNNELL, FRANCIS P	ACCOUNTING	03/29/94	490	F046051	940330-0349	
OCUNNELL, FRANCIS P	ACCOUNTING	03/29/94	490	F046051	940330-0346	
OCUNNELL, FRANK P	ACCOUNTING	03/29/94	490	F046051	940330-0348	
OCUNNELL, FRANK P	ACCOUNTING	03/29/94	499	F021840	940329-0150	
OCUNNELL, FRANK P	ACCOUNTING	06/01/94	493	F021840	940602-0175	
OCUNNELL, FRANK P	EXCEPTION TO COMM REPORT	06/16/94	000	F049180	940617-0213	
OCUNNELL, FRANK P	ACCOUNTING	06/16/94	485	L099564	940128-0202	
OCUNNELL, JANA L	ACCOUNTING	08/17/94	498	F050906	940619-0034	
ODONNELL, CELIVA G	INVENTORY	08/17/94	489	F051754	940324-0020	
ODONNELL, CHARLES P	ACCOUNTING	03/23/94	1020	F051754	940729-0056	
ODONNELL, HELEN A	WILL	07/26/94	496	F054002	940729-0058	
ODONNELL, HELEN A	INVENTORY	07/26/94	1891	F054002	940729-0058	
ODONNELL, HELEN A	INVENTORY	03/23/94	489	F052452	940128-0024	
ODONNELL, CATHERINE M	ACCOUNTING	03/23/94	1007	F052452	940128-0024	
ODONNELL, CATHERINE M	ACCOUNTING	01/12/94	484	F049077	940113-0160	

↑

3

bk467p191-8p

Expose Bk467p191

Bk467p191

(Estate's First Court account at Book 467 pages 191 through 196)

The answers are in exposing the accountant's accounting trails and finding out where the money went, in this first account for our mother's estate. This is the evidence.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

BK0467 0191

77100
13-10-92
10-26-92
#12921
11-2-92
+ 60. debts to demands here

VIRGINIA: IN THE CIRCUIT COURT OF FAIRFAX COUNTY

IN RE: ESTATE OF JEAN M. O'CONNELL

FIDUCIARY NO. 49160

Date of Qualification: December 10, 1991

FIRST ACCOUNTING OF

EDWARD J. WHITE AND JEAN M. NADER

CO-EXECUTORS

September 15, 1991 - September 15, 1992

RECEIPTS

Inventory Items

ck Wash Gas Light Co. 8/1/91	105.00	✓
ck Signet 8/5/91	39.60	✓
ck A. G. Edwards 8/15/91	2,346.63	✓
ck Kemper Mun Bond Fund 4/30/91	162.86	✓
ck Kemper Mun Bond Fund 5/31/91	162.86	✓
ck Kemper Mun Bond Fund 7/31/91	162.86	✓
ck Kemper Mun Bond Fund 8/30/91	162.86	✓
Ck Nuveen Fund 3/1/91	63.00	✓
Ck Nuveen Fund 5/1/91	63.00	✓
ck Nuveen Fund 6/3/91	63.00	✓
ck Nuveen Fund 8/1/91	66.50	✓
ck Nuveen Fund 9/3/91	66.50	✓
ck American Funds 9/9/91	424.76	✓
Sovran Bank #4536-2785	3,310.46	✓
First Virginia Bank #4076-1509	22,812.52	✓
Fx Co. Ind Dev Bond	109,587.00	✓
Franklin Va. Fund 4556.001 sh	51,396.34	✓ AMD ✓
Investment Co. of America 3861.447 sh	65,663.91	✓
Kemper Mun Bond Fund 2961.152 sh	30,396.23	✓
Nuveen Premium Inc Mun Fund 700 sh	11,200.00	✓ AMD ✓
Washington Gas Light Co. 200 sh	6,375.00	✓
Signet Banking Corp 198 sh	4,331.25	✓
Lynch Properties note	518,903.26	✓
Travelers Check	20.00	✓
1988 Plymouth Van	8,000.00	✓
Am Funds ck 5/10/91	326.60	✓
USAA Subscriber sav acct	25.10	✓ AMD ✓
Sub Total Inventory Items	836,237.10	✓

10/25/92

Receipts During Period

First Virginia Bank int	399.58
ck Nuveen 11/1/91	66.50
ck WGL 11/1/91	105.00
ck Kemper 10/31/91	162.86
ck Nuveen 10/1/91	66.50
ck Kemper 9/30/91	162.86
Va. 1990 refund	1,605.58
Nuveen 12/31/91	66.50
Kemper 12/31/91	384.95
Kemper 11/29/91	162.86
Signet 11/27/91	39.60
Nuveen 12/2/91	66.50
Blue Cross 10/10/91	88.78
Int B&H earned 2/11	111.22
Nuveen 2/3/92	66.50
WGL div 2/1/92	105.00
Sovran int DOD-3/2/92	71.52
ck Signet 2/26/92	39.60
ck A. G. Edwards (Fx bond) 2/18/92	3,520.00
ck Kemper 2/28/92	171.75
ck Nuveen 3/2/92	66.50
Int B&H 3/10	246.12
ck Kemper 1/31/92	171.75
Int B&H 4/10	210.76
Int Lynch Prop Note DOD-4/21/92	26,917.17
Int fm Harold 'Connell Trust	816.00
Debt fm Harold O'Connell Trust	659.97
Nuveen 4/1/92	66.50
USAA refund	34.37
Int B&H 5/11	1,144.70
A. G. Edwards 5/27-Signet \$107 div	
WGL div 39.60	146.60
Int earned B&H	1,037.93
Nuveen 6/1/92	66.50
Int earned B&H	666.39
Nuveen 7/1/92	66.50
Int earned B&H	451.50
Nuveen 8/3/92	66.50
Nuveen 9/1/92	67.90
Nuveen 9/1/92	24.50
Int earned B&H	406.86
Inc Invest Co. of America DOD-9/15/92	5,403.87
A. G. Edwards acct Fx bond int	3,520.00
A. G. Edwards acct Signet div	39.60
A. G. Edwards acct WGL div	107.00
Kemper Mun Bond Fund DOD-9/15/92	1,468.42
Franklin Va. Fund DOD-9/15/92	5,590.85
Sub Total Receipts during period	56,928.42 ✓
TOTAL RECEIPTS	893,165.52 ✓

1,475.97 - 816.00 = 659.97



DKU467 0192

DISBURSEMENTS

Item	Ckno	
1 Colonial Emerg Phys (med bill)	1	10.40 ✓
VOID	2	
2 Fairfax Circ Ct. letters	3	14.00 ✓
3 Jean M. Nader probate tax reimb	4	1,269.00 ✓
4 NationsBank Car loan payoff	5	1,364.97 ✓
5 Checks		15.89 ✓
6 Jean Nader int on Hallmark acct while dep in estate acct	7	270.82 ¹ ✓
7 Commissioner of accounts Inventory	8	61.00 ✓
8 IRS 1991 1040 return	9	15,332.00 ✓
9 Va. Dept Tax 1991 return	10	2,856.00 ✓
10 Jean M. Nader, disb	11	75,000.00 ✓
11 Jean M. Nader, bills pd SHE IS OWED 30 ^{cents}	12	8,559.00 ✓
12 Sheila Ann O'Connell-Shevenell, disb	13	75,000.00 ✓
13 Sheila Ann O'Connell-Shevenell, cem bill	14	475.00 ✓
14 Anthony M. O'Connell, disb	15	75,000.00 ✓
15 Anthony M. O'Connell int/disb 4/22-5/20	16	230.14 ² ✓
16 A. G. Edwards legal charge (debit fm div)		40.00 ✓
17 IRS estimated Estate Tax	17	119,000.00 ³ ✓
18 Virginia estimated Estate Tax	18	31,000.00 ⁴ ✓
19 IRS 1991 income tax	19	28,334.00 ✓
20 Va Dept Tax 1991 amended return	21	5,712.00 ✓
21 National Fire Ins Co of Hartford Nuveen bond	22	169.26 ⁴ ✓
22 U. S. Trust processing fee	23	20.00 ⁴ ✓
23 Harold O'Connell Trust, appraisal	24	2,000.00 ⁵ ✓
24 Jean M. Nader, disbursement	101	33,000.00 ✓
25 Anthony M. O'Connell, disbursement	102	33,000.00 ✓
26 Sheila Ann O'Connell-Shevenell, dis	103	33,000.00 ✓
27 IRS est share of int due 91 amd tax	104	241.81 ⁶ ✓
28 1988 Plymouth Van to Anthony O'Connell		8,000.00 ✓
TOTAL DISBURSED		548,975.29 ✓

BK0467 0193
 Unclear
 Etc.

Vouchers in support of these disbursements are submitted herewith.

NOTES:

1. Decedent had a POD account in Hallmark Bank with Jean Nader. The bank erroneously paid the amount to the estate. This figure is the interest earned on that sum while in the estate account.
2. This represents interest earned in the estate account on the amount of the disbursement while the disbursal was delayed. This is to equalize the disbursements among the legatees.
3. Estimated tax was paid with an extension request.
4. Expenses incurred due to lost Nuveen certificate of ownership.

BK0467 0194

5. Decedent owned a partial interest in 15 acres of land in Accotink. The Harold O'Connell Trust owned the other share. The estate agreed to pay for the appraisal which hopefully will reduce the value of the tract by 50%. The beneficiaries of the Trust are the same persons as the devisees under the will and in the same shares.

6. When the 1991 income tax was prepared by Edward J. White, Co-Executor, a large capital gain was omitted necessitating the filing of an amended return. \$526.55 was assessed in interest by the IRS. The figure is the amount of interest earned by the estate while the amount due the IRS was in the estate bank account. The balance of the interest assessment was paid by Edward J. White.

7. Jean M. Nader and Sheila O'Connell-Shevenell agreed that the vehicle should be disbursed to Anthony M. O'Connell in addition to his 1/3 share of the remainder of the estate.

RECONCILIATION

SUM RECEIPTS	893,165.52 ✓
SUM DISBURSED	548,975.29 ✓
RECEIPTS LESS DISBURSEMENTS	344,190.23 ✓

ON HAND

Burke and Herbert Bank & Trust Co.	49,110.76
Investment Co. of America (A. G. Edwards)	71,067.78
Franklin Virginia Fund (A. G. Edwards)	56,987.19
Kemper Municipal Bond Fund (A. G. Edwards)	31,864.65
Fx Co. Ind Dev Bond (A. G. Edwards) Inv value	109,587.00
A. G. Edwards MMA and cash	3,666.60
Nuveen Premium Inc Mun Fund (A. G. Edwards)(invval)	11,200.00
Washington Gas Light Co. 200 sh (Inv value)	6,375.00
Signet Banking Corp 198 sh (Inv value)	4,331.25

TOTAL ON HAND TO BE DISTRIBUTED	344,190.23 ✓
DIFFERENCE	0.00

DATE: October 16, 1992

Edward J. White
Co-Executor

Jean M. Nader
Co-Executor

IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS
CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

At the request of Edward J. White,
Co-Executor and Attorney and Agent _____ of the estate
of Jean M. O'Connell, deceased, I gave
the notice required by Section 64.1-171 of the Code of Virginia,
1950, as amended, setting the 30th day of December, 1992,
at 10:30 A.M. at my office in Fairfax, Virginia, as the time
and place for receiving proof of debts and demands against the
estate of Jean M. O'Connell.

At the said time and place, no one appeared to offer to
prove any debts or demands against said estate.

I hereby certify that I have stated the foregoing account
of Jean M. O'Connell, deceased, after
having given the notice required by law, and have approved the
same. Vouchers for the disbursements were submitted to me.

GIVEN under my hand this 20th day of March,
1993.



Jesse B. Wilson, III
Commissioner of Accounts
Fairfax County, Virginia

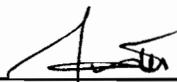
BK0467 0195

BK 0467 0196

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, JESSE B. WILSON, III, Commissioner of Accounts for Fairfax County, Virginia, do hereby certify that I have this day stated the foregoing account, after having given the notice required by law, and have approved the same. Vouchers for said disbursements were submitted therewith.

GIVEN under my hand this 7th day of March, 1993.



JESSE B. WILSON, III
Commissioner of Accounts
Fairfax County, Virginia

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA:

I, JOHN T. FREY, Clerk of the Circuit Court of Fairfax County, Virginia, do hereby certify that the foregoing Account or Report has been filed in my office for more than fifteen days, and that no exceptions have been filed thereto, and the same is now recorded pursuant to the provisions of §§ 26-33 and 26-35 of the Code of Virginia, as amended.

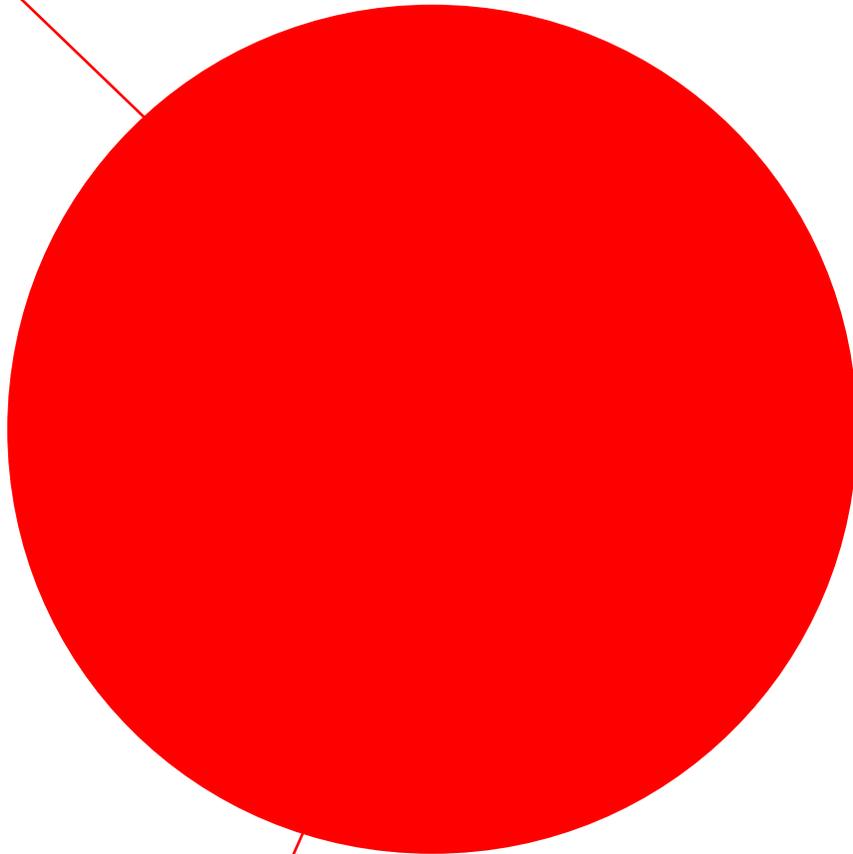
GIVEN under my hand this 7th day of April, 1993.

TESTE: JOHN T. FREY, CLERK

BY: 
Deputy Clerk

This dot represents the impenetrability of Bk467p191. After nineteen years I have been able to expose only two accounting trails with certainty; both are accounting entanglements and both are not recognized by the accountants. Bk467p191 is a huge, impenetrable ball of confusion and conflict.

$$1,475.97 - 816.00 = 659.97$$



Note 5, appraisal fee is zero, not 2,000.00

Can we connect three dots: the dot (1) for Bk467p191 being closed for nineteen years, the dot (2) for killing the messenger who has been trying to expose it for nineteen years, and the dot (3) for the judgements made without looking at the evidence for nineteen years?

4

Blueprint-4p

Expose Bk467p191

Blueprint

I hired the CPA Joanne Barnes, she created accounting entanglements, and Edward Whites makes it appear that I created them.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

$$1,475.97 - 816.00 = 659.97$$

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

May 19, 1992

Mr. Anthony M. O'Connell
c/o Edgar A. Prichard, Esq.
8280 Greensboro Dr.
#900
McLean, Va. 22102

Re: Estate of Jean M. O'Connell

Dear Mr. O'Connell,

In your letter of May 6 to Jean you asked that I communicate with you with regard to the Harold O'Connell Trust.

I am trying to prepare the estate tax, and as usual in these cases, there are problems trying to understand the flow of debts and income.

I do have a few questions which are put forward simply so that the figures on the Trust's tax returns and accounting will agree with the estate's.

1. The K-1 filed by the Trust for 1991 showed income to your mother of \$41,446.00. The Seventh Accounting appears to show a disbursement to her of \$40,000.00 plus first half realty taxes paid by the trust for her and thus a disbursal to her of \$1794.89. If these two disbursals are added the sum is \$41,794.89. This leaves \$348.89 which I cannot figure out. It could well be a disbursal of principal and not taxable.

2. The K-1 filed by the Trust showed a payment of \$816.00 in interest to the estate. You sent a check in the amount of \$1475.97 to the estate. What was the remaining \$659.97? Do I have this confused with the tax debt/credit situation which ran from the Third Accounting?

3. On the Seventh Accounting "Income per 7th Account" is shown as \$5181.71, but I cannot figure that one out either.

I am of the opinion that the estate owes the trust for the second half real estate taxes from September 15, 1991 through December 31, 1991 in the amount of \$1052.35. This is shown on your accounting a disbursed to the heirs. Should this be paid back to the heirs or to the Trust?

I believe that the income received from the savings accounts

Page 2
Ltr to Mr. Anthony M. O'Connell
May 19, 1992

from September 15 to the date the various banks made their next payment to the Trust (9/30 and 9/21) should be split on a per diem basis, since the Trust terminated on her death. This will be a small amount of course.

Are there any other debts which your Mother owed the Trust?

I realize that Jo Ann Barnes prepared this and if you authorize it I can ask her to help me out.

Please understand that I have no problem with the Accounting, I m just trying to match things up. In the long run, since the beneficiaries are the same, the matter is academic.

Please send the bill for the appraisal whenever you receive it. Jean is filing the Fairfax form for re-assessment in her capacity as a co-owner in order to give us a better basis to get this assessment changed and to meet the county's deadline. It will state that the appraisal you have ordered will follow. I think this will be to all of your benefit in the long run.

Sincerely,



Edward J. White

EJW/e
Copy to: Jean M. Nader

5

canweconnect-
thedots2p

Expose Bk467p191

[Can we expose bk467p191?](#) [Where did the money go?](#)

Book467page191

home intro mail mail.pdf ref shutouts dads sale88 bk467p191 car blueprint 4d2p \$125,188 \$545,820
\$70,051 impunity accotink sunshine

Home



The purpose of this web site is to try to get the attention of a just power with a background in accounting, who would do whatever it takes to expose the accounting trails of the CPA Joanne Barnes and the attorney Edward White (hereafter referred to as "the accountants") at [Book 467 page 191](#) (pdf) in the public record, and find out where the [money](#) (pdf) went.

Does anyone know anyone in the Washington, DC area, such as a journalist with a background in accounting, who would do this? They would get a story. If a journalist published the patterns that he or she would find in exposing bk467p191, the public, and especially the accountant's other clients, could compare those patterns with what they might have experienced, and the more people who recognize the patterns and come forward, the better the chances of recognition.

I don't understand why exposure has been impossible within the established structure; if it had been possible, this web site, unusual because of the unusual circumstances, would not be necessary. I don't understand why the [1994](#) (pdf) and [2000](#) (pdf) "Exceptions to the Commissioner's Report" disappeared from the records. What is it that makes the accountants not have to be accountable?

The minimum requirements needed to understand the accountants patterns and this web site are (1) a basic understanding of accounting principals; such as recognizing that judgments have to be based 100% on exposing the accounting trails and 0% on power or anything else, (2) recognizing the significance of the known accounting entanglement trail [1,475.97 - 816.00 = 659.97](#) (pdf), (3) recognizing how the [545,820.00](#) (pdf) disappeared, and (4) lots of time. I do not believe the accountant's patterns will be believed, much less that they could gotten away with, unless the reader learns to recognize and connect the dots themselves. The learning curves and the acceptance curves are long, difficult, and frustrating to infuriating. If Bk467p191 can't be exposed in this twentieth year of trying, I believe it's fair to say that it can't be done, and the documents in this web site would have to be used to show the accountant's patterns.

The sale of our remaining family property, <http://www.alexandriavirginia15acres.com>, has been on hold for nineteen years because the accountants have taken covert control of it through their accounting entanglements and other tools. History suggests that they will use these controls to overtly takeover the property when the family and the property are vulnerable; such as after a sales contract is signed and before settlement. I don't understand why the [1992 deed](#) (pdf) for this property, prepared by the law firm of MWB&B, is not recognized, or why there are conflicting documents of the last transfer of ownership in the [records](#) (pdf), or why whatever that was [fixed](#) (pdf) in the records in 1985-1986 is still unknown. History suggests that these conflicts in the records, known and unknown, will be used to create conflict in the family and our family cannot withstand another onslaught by the accountants using a trusting, fear driven, innocent family member to carry out their covert instructions.

This is an unfinished work, time is running out. Our family is innocent and needs protection and the only remedy is in making Bk467p191 transparent. Opaque is fatal.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Anthony O'Connell, Trustee

Reference:

<http://www.alexandriavirginia15acres.com> (Trust's Accotink for sale)

<http://www.farm139.com> (Individual's farm for sale)

<http://www.catbird-seat.com> (Illegal lien; entangle Accotink and farm)

<http://www.canweconnectthedots.com> (Our family is innocent, can we find out where the money went in our Mother's estate?) (This website)

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

6

codeofconduct

-18p

Expose Bk467p191

Code of Conduct

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

February 10, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Re: In the Matter of Edward James White
VSB Docket No. 93-042-0976

Dear Mr. O'Connell:

I don't understand why the attorney was not required to take an accountable position in writing on anything. What is it that makes the accountants not have to be accountable?

This letter is in reference to your complaint against the above-referenced attorney received in our office on December 7, 1992. In addition, I acknowledge receipt of your supplemental correspondence dated January 26, 1993, received in my office on January 29. I have concluded my preliminary investigation of your original complaint and wish to advise you that your complaint presents no basis for further investigation by this office for the reasons I shall set out below.

The Respondent did not file a written answer to your complaint. However, Mr. White is represented by counsel in this matter, David R. Rosenfeld, Esquire, and I met with Mr. Rosenfeld and his associate in Alexandria to go over all of the factual matters related to this complaint.

Your complaint alleges that the Respondent served as co-executor of your father's estate along with your mother and that the Respondent allegedly withheld certain information concerning a trust which was set up under your father's will in which you were named as a trustee.

According to your complaint, you retained the Respondent in 1987 to handle a real estate closing and you allege that the Respondent appointed himself co-trustee on the note securing that transaction. Then, the day prior to closing, Respondent allegedly informed you that he was not representing your interests in this real estate transaction. You have also claimed that the Respondent has handled your mother's estate incompetently.

With respect to your first complaint, it appears that your mother, rather than you, retained the Respondent for legal assistance in her capacity as executrix

Mr. Anthony M. O'Connell
Page 2
February 10, 1993

of your father's will. Apparently, your mother removed you from her will as a co-executor and nominated the Respondent in your place. However, none of these matters fall within the scope of the Code of Professional Responsibility particularly in view of the fact that you and the Respondent did not share an attorney-client relationship.

Your father's will poured over into a trust in which you were nominated trustee. By your own complaint, you admit that you hired another attorney to look into the funding of the trust, i.e., what distributions the estate would make to the trust. It is my understanding that you came to Virginia to qualify as a trustee. Again, in respect to that matter, there is no attorney-client relationship between you and the Respondent, Mr. White.

In the absence of an attorney-client relationship between you and Mr. White, Mr. White was under no ethical obligation to follow any of your directions or instructions nor was he obligated to communicate directly with you. His ethical duties regarding competence, promptness and communication were owed to your mother.

It is my understanding, based upon a reading of your complaint, that the Respondent and your attorney reached an agreement regarding the funding of the trust and the Respondent agreed to cooperate by providing your attorney with a draft of the final accounting of your father's estate.

Your complaint initially provoked a thought on my part as to why the father's estate remained open so long. However, as indicated in your complaint, Mr. White was not retained by your mother until 1985. Thus, while your complaint states that you were not aware of the fact that your father had appointed you as a co-trustee until 1985, and that your father passed away in 1975, the Respondent appears to have notified you of that fact after he had become involved in 1985.

You have also complained that your mother executed a codicil to her will removing you as a co-trustee and naming Mr. White in your stead. I find nothing improper about that particular matter as it was certainly your mother's prerogative to amend or modify her will and it was Mr. White's responsibility to follow her instructions in that regard.

Your second complaint involves an allegation that Mr. White undertook to represent your interests in a real estate closing in 1987. By letter dated December 28, 1987, you purportedly asked the Respondent to represent your interests in a transfer of property to the Lynch Properties Limited Partnership. You complain that the Respondent failed to notify you of the closing date which you fortuitously discovered from the purchasers just before the closing. In addition, you point out that the Respondent and another party were named as trustees on the Deed of Trust securing the purchase loan without your knowledge or consent. When you confronted Respondent about this, he advised that he did not represent your interests in this real estate

Anthony M. O'Connell
Page 2
February 10, 1993

transaction.

My investigation reveals that the Respondent did not serve as settlement attorney for this transaction. In fact, the closing was handled by Coldwell Banker, and the legal instruments for the transaction were prepared under the supervision of McGuire, Woods, Battle & Boothe. I have seen the real estate closing file which was delivered to Mr. Wright by the McGuire, Woods firm, and I am firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter of law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing. Finally, there is no ethical issue raised simply because Mr. White is named as a co-trustee in the Deed of Trust securing the purchase by the Lynch Properties Limited Partnership.

The third complaint involved an allegation that Mr. White allegedly withheld a \$75,000 distribution until you agreed to obtain your own legal counsel. With respect to this allegation, Mr. White, in his capacity as an administrator or executor of an estate is under no obligation by law to make a interim distribution to you. Whether an interim distribution is made is entirely discretionary and the law requires a distribution to be made only upon the filing of a final accounting. With regard to your allegations of incompetence and delay on the part of Mr. White in handling your mother's estate, I have determined that Mr. White has filed in a timely manner the inventory and first accounting for this estate. No delinquency notices or show cause summonses have been issued. The only possible area of neglect appears to be the late filing of Mrs. O'Connell's income tax return, however, I am advised that Mr. White paid one-half of the accrued interest to the IRS, and that no penalties were assessed. In addition, Mr. White timely requested an extension for filing the decedent's last income tax return and therefore no penalties were involved. As justification for the delay, Mr. White points out that he experienced some delay in obtaining the K-1 from you and your own complaint appears to concede that there was a problem with getting the K-1 to Mr. White.

Based on the foregoing, I see no basis in fact or in law to conclude that Mr. White has engaged in any misconduct in violation of the Code of Professional Responsibility. Therefore, please be advised that no further action will be taken on your complaint. By copy of this letter to Respondent's counsel, Mr. Rosenfeld, I am advising him of my determination.

Very truly yours,


for James M. McCauley
Assistant Bar Counsel

JMM/ge
cc: David R. Rosenfeld, Esquire

Certified P 751 862 438
Sic Semper Tyrannis

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
September 20, 1993

Virginia State Bar
Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone (804) 775-0500

Re: My Complaint of December 3, 1992,
Against Edward J. White
VSB Docket #93-042-0976

To Whom It May Concern:

My fourteen page complaint with forty-four enclosures was dismissed as having "no basis in fact" without allowing me the opportunity to respond. In defense of myself and future families of Virginia, I would like to offer one illustration why I feel this is unjust.

Concerning the \$1.41 million purchase agreement I made and later hired Mr. White to handle, your investigator was:

"firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing."

Mr. White's enclosed bills for services for this sale, with his initials, state:

3/18/88	Draft note & trust
4/6	PC
4/11	PC
4/14	PC atty negotiation & redraft LDPC St. Louis
4/15	Redrafting
4/16	Redrafting, Pc, Exp mail
4/18	PC
4/19	Redrafting
4/20	OV A. O'CONNELL
4/20	PC's redrafts
4/21	Settlement

Far more damaging to me than the usurped sale has been Mr. White's more than seven years of defamatory and divisive statements, preying on the uncertainties of my family. He continues this with letters referencing your "no basis in fact" approval.

This is very important to me. Please allow me a hearing within the safety of the system as I risk being sued if I ask for help elsewhere.

Sincerely,

A handwritten signature in cursive script that reads "Anthony M. O'Connell". The signature is written in dark ink and is positioned above the typed name.

Anthony M. O'Connell

Enclosures:

- (1) Mr. White's bills for services rendered for my sale
- (2) List of my unreturned telephone calls to Mr. White. I suggest that Mr. White thought I though he was representing me at closing.



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

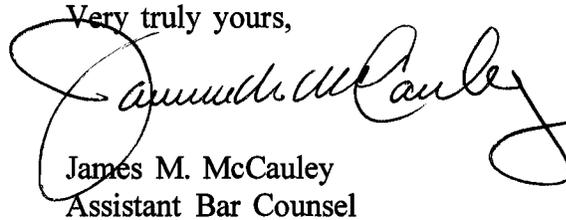
Mr. Anthony M. O'Connell
Page 2
November 1, 1993

I don't understand why a code of conduct would allow a fiduciary attorney to break up a family and destroy reputations. What is it that makes the accountants not have to be accountable? The public should know. The structure of a civil action would set family member(s) against family member(s).

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,



James M. McCauley
Assistant Bar Counsel

JMM/dls

SPS

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

IN RE: Harold A OConnell

CL-2012-0013064

TO: Anthony Miner OConnell
439 S Vista Del Rio
Green Valley 85614
Arizona

SUMMONS – CIVIL ACTION

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK

By: *Betty B Whieden*
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

*SERVED: 9-8-12 3:00 PM.
Paul Frye*

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)
)
Plaintiff,)

v.)

Case No. 2012 - 13064

ANTHONY MINER O'CONNELL,)
Individually and in his capacity as)
Trustee under a Land Trust Agreement)
Dated October 16, 1992 and as)
Trustee under the Last Will and)
Testament of Harold A. O'Connell)
439 S. Vista Del Rio)
Green Valley, Arizona 85614)

and)

SHEILA ANN O'CONNELL)
663 Granite Street)
Freeport, ME 04032)

Defendants.)

FILED
CIVIL INTAKE
2012 AUG 30 PM 3:22
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to §§ 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.

2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.

3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-01-0017 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").

5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr. O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginia15acres.com.

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Land Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22. The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to § 26-48 of the Code of Virginia (1950, as amended);
- B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;
- C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- D. For all such further relief as this Court deems reasonable and proper.

**Count II: Removal of Anthony O'Connell as
Trustee of the Trust under the Will of Harold A. O'Connell**

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.

27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the

Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28. Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust.

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably.

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);
- B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and
- C. For all such further relief as this Court deems reasonable and proper.

Count III: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;
- B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;
- C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;
- D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:


Elizabeth Chichester Morrogh
VSB No. 25112
Counsel for Plaintiff

7

commitments-
individually 8p

Expose Bk467p191

Commitments “Individually”

The family is powerless to stop the accountants from framing the family into powerlessness when the accountants don't have to be accountable.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

I believe this document has been altered. The straight lines are mine but there would have been a text box or sticky note or something at the start of the slanted line saying something about the text within the lines, such as I "Why is "Individually" here?", or something to that effect.

Trustee Not Individually Liable

SCHEDULE B - SECTION I

Commitment No: 05001493

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s) if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493 Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

Deed from ANTHONY MINER O'CONNELL, TRUSTEE, to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493-**Revised 4/24/07**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

From: Anthony O'Connell <aoconnell@cox.net>
Subject: **Re: Accotink 2008 revised**
Date: April 11, 2008 7:37:19 AM MST
To: Amy Johnson <natron36@hotmail.com>

Dear Amy,

I love you too, and thank you. Your email is direct and pertinent. I can't tell you how important that is. I will quote your comment or question and respond to it.

(1) *"...and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception."*

I feel that the written word is the clearest way to try to describe something complicated, and it leaves a reference of who said what. It minimizes confusion. If you think there is a better way than my responding by email, please tell what it is.

Would you please explain what you mean by *".. I just wouldn't get it from your perception"*? I am aware that my credibility has been destroyed. Is that what you mean?

(2) *"..... I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's.....if it were to be sold then the profits would be of all three of you.."*

This hits the nail on the head. I think others may have been led to think the same as you. Would you please tell me why you thought I was trying to get all the proceeds? Did someone tell you this?

The Seller for Accotink will be the **Trustee** for Accotink. I will sell Accotink as **Trustee** and the proceeds go to the three **Individuals**: Jean Mary O'Connell Nader, Sheila Ann O'Connell, and Anthony Miner O'Connell. The Trustee receives a value added amount. Please read the Trust documents of 1997. There will be clear accounting showing where all the money went. It is necessary to differentiate between me as **Trustee** and me as an **Individual**.

If you see a sales contract for Accotink that says the Seller includes "Anthony Miner O'Connell, Individual", that is wrong. I will not sign any sales contract for Accotink that says this. Would you believe me when I tell you that I have been framed to appear that I do want this? That is why you have to see for yourself by reading attachment example 2. Please read it and study it and think about it until you understand the dynamics. I find it extremely stressful to do this but unless you do it, you will never understand what is going on and you will never believe me.

History suggests that my sisters will be led to believe that I am trying to cheat them when I sell Accotink. One way is by this **Trustee** and **Individual** business in example 2. History suggests that it will be coming up again and again and again. And there is nothing I can do to stop it except to ask you to read and understand example 2.

I will have to put a clause in the sales contract that will allow the Seller to get out of the contract without penalty or other damage if the dynamics such as the above start to interfere.

(3) *"... It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that."*

This also hits the nail on the head (as my Mother would say). To determine (1) who is the source of the problems, and (2) who has the power to stop the problems, please try to read my email and attachments of April 6, 2008. It is not me.

To show why all the conflict, confusion and stress was put upon us during the handling of my Mother's estate, it is necessary to find out where all the money went. But we don't have the power to do it.

I love you Amy, Uncle Tony

Live Love Laugh but don't let them steal the money you've been entrusted to protect

On Apr 9, 2008, at 10:35 AM, Amy Johnson wrote:

Uncle Tony,

I hope your surgery goes well, Please let me know when you are home recuperating. I have read your emails about Accotink and have saved and opened them. I have browsed through attachments of email correspondence and forms.

I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's....if it were to be sold then the profits would be of all three of you.....I know it is not that simple,, ,,and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception.....Some things in life don't have to be so complicated, and I don't know why this is,,,,,,

I just felt this time, that I had to reply,,,,I know I don't know the details,,, which seem to be numerous to you but life is short and some things aren't worth the stress, when there is so much to be thankful for and to enjoy. It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that. I don't want you to respond with any forms or "sections" that I should read to understand your thoughts, because its not about that for me.

I hope you are doing well,,,,and wish this issue could come to a close for you and your sisters.

I love you,

Amy



LIVE LOVE LAUGH

CC: pierreshevenel@yahoo.com; natron36@hotmail.com
From: aoconnell@cox.net
Subject: Accotink 2008 revised
Date: Sun, 6 Apr 2008 18:09:39 -0700
To: jeansfinedining@hotmail.com; Sheilao@suscom-maine.net

Dear Jean and Sheila,

Because you do not believe what I have been telling you about Accotink, such as Jean being used by people in powerful positions of trust to make money disappear, I do not believe you will believe me now. The only thing I can do is to ask you to go through the attached correspondence and judge for yourself. áThis correspondence is between me and Bill Lynch and his Title Company. áAs you read it, please ask yourself: áá

(1) Is a title search on Accotink actually being done or just pretending to be done?

(2) Are responses so skilled in deception that on first look they appear to answer questions, but further study shows that they avoid the question?

(3) Am I being made to appear as the bad guy for asking questions they don't want to answer?

(4) Should you trust this Title Company and/or this Buyer?

(5) If you followed their advice, what do you think would be the consequences?

Dad's Will has been made part of the legal description for Accotink when it shouldn't be. I am powerless to get an explanation or have it removed. This and history suggest that the same thing that happened in my sale of our home place in 1988 is set up to happen in my sale of Accotink.

If you don't already have the following nine attachments please let me know:

assessment2008.pdf	36 KB
example1.pdf	372 KB
example2.pdf	152 KB
example3.pdf	56 KB
mailLynch.pdf	896 KB
mailSomerville.pdf	144 KB
mailStewart.pdf	284 KB
mailTrustee.pdf	100 KB
mailTrusteeAttachments.pdf	5,800 KB

Love, Tony

Going green? [See the top 12 foods to eat organic.](#)

Trustee Not Individually Liable

8

compute-tax-
test35p

Expose Bk467p191

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

Compute Tax Test

The \$27,738.00 amount is way too high. Would the accountants show how they arrived at this figure? Can the accountants be held to this degree of accountability?

I believe attempts at computation would show whether the accountant's intent is to (1) use real estate taxes as a frame, wedge, takeover, cover, and entanglement tool (who ever controls the entanglement controls the people and assets that are entangled), or, (2) only an attempt to collect taxes.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of any sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.

The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

Anthony O'Connell, Trustee
439 South Vista del Rio
Green Valley, Arizona 85614
November 6, 2010

Jean Nader
350 Fourth Avenue
New Kensington, PA 15068

Sheila O'Connell
663 Granite Street
Freeport, ME 04032

Reference: 2010 real estate taxes for Accotink

Dear Jean and Sheila,

The total real estate taxes for Accotink for 2010 are \$12,298.72. Please send me a check for your share of 1/3 of that amount or \$4,099.57 payable to Anthony O'Connell, Trustee. Please do not make your check payable in any other way than to Anthony O'Connell, Trustee.

Jean, you also owe me for 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009.

Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009.

Love,



Anthony O'Connell, Trustee"

I paid the real estste taxes until I ran out of money

ANTHONY MINER O'CONNELL,
Individually and in his capacity as
Trustee under a Land Trust Agreement
Dated October 16, 1992 and as
Trustee under the Last Will and
Testament of Harold A. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

and

SHEILA ANN O'CONNELL
663 Granite Street
Freeport, ME 04032

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to § 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.
2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.
3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-0 1-00 17 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").
5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr,

O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginial5acres.com.

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Lhd Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22: The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to 26-48 of the Code of Virginia (1950, as amended);

B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;

C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and

D. For all such further relief as this Court deems reasonable and proper.

Count 11: Removal of Anthony O'Connell as Trustee of the Trust under the Will of Harold A. O'Connell

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.

27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28, Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust.

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably.

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);

B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and

C. For all such further relief as this Court deems reasonable and proper.

Count 111: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust

Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;

B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;

C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;

D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and

E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:
Elizabeth Chichester Morrogh
VSB No. 251112
Counsel for Plaintiff

Transcription of email 2012.08.21 7:24 am
Anthony O'Connell to Kevin Greenlief and others

Dear Fairfax County, Highland County, the Commonwealth of Virginia,
Federal Agencies, and others,

I don't understand why the Director of the Department of Tax Administration for Fairfax County, Virginia, won't identify the property he put his lien against. Identification, and the recognition of it by the power structure, is essential. I don't understand why the lien trail stops at the First and Citizens Bank in Highland County, Virginia. A visitor to the Highland County Court House in Monterey, Virginia, using page 15 from the attachment "trail15p.pdf", should be able to see, within five minutes, whether the lien is, or is not, against my property.

The lack of identification and recognition by the power structure entangles two properties that I am trying to sell; <http://www.farm139.com> and <http://www.canweconnectthedots.com>. Whoever controls the entanglement(s) controls the people and assets that are entangled. I don't have any control over the entanglement(s) and I don't have the power to compel the accountants to take a position on anything much less expose their accounting. Would you please ask the Director of DTA ("Kevin Greenlief, Director of DTA" <kevin.greenlief@fairfaxcounty.gov>) two questions:

- (1) What property is the lien against?
- (2) What are the accounting trails leading to the \$27,718.72 amount?

Please see <http://www.catbird-seat.com> , it is the easiest introduction to the accountant's patterns. What is it that makes the accountants not have to be accountable?

Sincerely, Anthony O'Connell, Trustee

Transcription of email 2012.08.21 1:08 pm;
Kevin Greenlief to Anthony O'Connell.

Dear Mr. O'Connell,

Although you continue to send the same email, your questions have already been answered. I will endeavor to do so once again, however this is the last mail communication on this matter. Your Fairfax County Tax delinquency has been placed with our collection attorney, Taxing Authority Taxing Services (TACS). Please contact John Rife at 703-80-1078 to discuss this further or to obtain a payoff amount so you can pay the delinquency.

(1) What property is the lien against? The lien you keep referring to was not a property lien. It was a "bank lien". It was the attempt by TACS to seize cash they thought you had in a bank account with First and Citizens Bank. The bank lien was attempted by our agent in accordance with Virginia law, in the hope that funds from this account would pay the delinquent taxes you owe on your vacant real estate parcel in Fairfax County. The bank lien was unsuccessful. At no time did we place any lien of any sort on any land in Highland County. As you well know the property in question is 15 acres in Fairfax County located in Lee District also described as Accotink Station. The tax map number for this parcel of land in Fairfax County is 090-4-01-0017.

(2) What are the accounting trails leading to the \$27,718.72 amount? I do not know what you mean by this question, but perhaps you are asking what period of time the delinquent real estate taxes cover. This parcel of land is currently delinquent for tax years 2010, 2011, 2012 1st installment. As you can see from our computer screen print below, you have not paid your real estate taxes for any of these years. In addition to the amounts shown below, you have also now incurred additional collection costs as allowed by law. Again you will need to contact Mr. Rife at 703-880-1078 to get a current balance due and to arrange for payment. I encourage you to do this in order to avoid additional costs and prevent further legal action from being taken.

Sincerely,
Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia

Expose Bk467p191

Payable

Tony 1999.08.02
part 2 of 2

This check is acceptable
by Fairfax County. All you
need to do is send
a second check of
yours with the difference.

I want my check
made out to Fairfax
County because it
simplified my tax
deduction records —

I know you know
this and I am
surprised that you
asked me to change
my check —

Jean

This personal check was not
cashed. The trustee returned it
to Jean Nader

8-2-99

JEAN M. NADER
350 4TH AVE.
NW KENSINGTON, PA 15068-6614

8-26
430 51
6648449

4634

Date 7-18-99

Pay to the order of County of Fairfax \$ 1230.00

Twelve hundred thirty dollars Security Features Included Check or Back

 **Mellon**
Mellon Bank, N.A. 0904-01-0017
Pittsburgh, PA

Memo Real estate tax - Account Jean Nader

⑆043000261⑆ 6648449 4634

2000.08.01
part 2 of 3

8-1-00

Tony

This is legal.

I want the ^{Entanglement} tax deduction
of my tax share

Jean

0904 01 0017

JEAN M. NADER
350 - 4TH AVE.
NW KENSINGTON, PA 15088-8614

8-26/430
8848449

5003

Date 8-1-00

Pay to the order of County of Fairfax - Taxation REMI \$ 1231.00

Twelve hundred thirty one - 00/100 Dollars

^{Entanglement}

Memo: Acct real est. tax Jean Nader

⑆043000261⑆ 664⑆8449⑆ 5003

2000.08.01
part 3 of 3

~~0904 of 0017~~ 9-26/430 5003
JEAN M. NADER JEAN, PLEASE MAKE THE CHECK OUT AS I HAVE ASKED
350 - 4TH AVE NW KENSINGTON, PA 15068-6614
Pay to the order of County of Fayette - Treasurer Rem. \$ 1231.00
Two thousand three hundred and one - 00/100 Dollars
JEAN, I AS JO ANN BARNES EDWARD WIFE OR JESSIE B. WILSON ADVISED YOU TO DO THIS PLEASE ASK THEM TO PUT THEIR ADVICE TO YOU IN WRITING AND TO SEND ME A COPY
Memo credit real est. tax Jean Nader
⑈043000261⑈ 664⑈6649⑈ 5003

ENDORSE HERE

JEAN,
PLEASE DO NOT SEND THIS CHECK
TO FAY CO. FAX

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

RECEIVED 2003

Security Features:
• The type in signature line appears as raised lines when photocopied
• Shaded line when photocopied
• Shaded spots may appear with chemical alteration
• Absence of "Original Document" verbiage on back of check

© Federal Reserve Bank of the District of Columbia
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

This personal check was not cashed. The trustee returned it, after Jean Nader's letter of 2001.02.01, with the message written on it as shown above.

Jean Nader

2001.02.01
part 2 of 4

Feb 18, '01

Tony,

I am getting my tax papers in order. I do not have check #5003, 8-1-01. ^{\$1231.00} made out to Fairfax Ct - for Accotink real estate tax. If you did not send

it with your bill, return the check to me.

If you are waiting for another tax document to the



①

2001.02.01

part 3 of 4

Counter. Let me know -
with an explanation
Thank you

Jean

2001.02.01
part 4 of 4

0904 01 0017
JEAN M. NADER 350 - 4TH AVE NW KENSINGTON, PA 15068-6614
JEAN, PLEASE MAKE THE CHECK OUT AS I HAVE ASKED
8-26/430 6648449 5003
Date 8-1-00
Pay to the order of County of Fayette - Taxation REM \$ 1231.00
Twelve hundred thirty one - 00/100 Dollars
JEAN, I AS JOANNE BARNES EDWARD WILSON ADVISED YOU TO DO THIS PLEASE ASK THEM TO PUT THEIR ADVICE TO AND TO SEND ME A COPY
MEMO Accept real est. tax Jean Nader
⑈ 104300026⑈ 6648449 5003

ENDORSE HERE

DO NOT WRITE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

JEAN,
PLEASE DO NOT SEND THIS CHECK
TO FAIR FAN COMPANY.

Willy M. O'Connell

Security Features:
Microprint
Overhead Security
Security Screen

Other features listed below, as well as those not listed:
• Type in signature line appears as raised line when photocopied
• Stains or smudges may appear with chemical alteration
• Absence of "Original Document" watermark on back of check

© Federal Reserve Bank of New York
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

This personal check was not cashed. The trustee returned it to Jean Nader with the message written on it as shown above.

2001.08.06

part 1 of 1

Aug 6 2001

DEAR Tony

I hope your California trip was a pleasant and happy one.

On a business note I would like
1- a copy of this year's real estate tax bill.

2- a copy of the accounting which you say I am making difficult by addressing my checks to Fairfax County.

Thank you
Jean

2003.08.16
part 3 of 3

If you change
your mind let
me know -

Is this Sedona
address your new
home address?

Jan

Tony Aug. 16:03

I received your
real estate notice. I
would like to see
my share but as

I said before I
want to make my
check payable
to the society
for my tax
write off -

Aug 8, 2005

Dear Tony,

2005.08.08

part 2 of 2

I received your replu concerning Accotink.
Thank you.

You are right, it has been 14 years
and I think that we should have
sold or developed Accotink by this time.

I believe that the estate
accounting is in order and you do not.
It seems that neither one of us will be
changing our mind. Therefore I have
decided ins the next several months
to seek leaal counseling in the matter
of selling Accotink. I am also abing to
ask that all leaal costs be deducted
from the sale of the land. I am sorry
that this conflict has not been settled.
I know of ~~no~~ no other way to finally
settle this, than the court system -

In regard to paying my share of real-
estate tax, I have said every year since
1999 that I would pay my share with
my check made payable to Fairfax County.
You have refused to accept them - I was
surprised to note the new property assessment
yet Sheila and I were not included in the
conversation or info in this matter. We
are 2 of the 3 owners of this property -
Sincerely Sean Nader

2008.07.08
part 1 of 3

Tonu

Tues.
7-8th

Amu brought me your
cover letter from your E-mail -

I do know that I can
send you check to you - I
prefer to make it out
to Fairfax County - I never
said I couldn't write it
off - I want to
write it off - payable

2008.07.08

part 2 of 3

Fairfax Cty - I will
not be sending you a
tax. real-estate check -
I hope you can work
with Bill Lynch and
sell account -

Jean

Expose Bk467p191

Payable Transcribed

Payable

I can't stop the accountants from using innocent Jean Nader to create accounting entanglements. I can't overcome their advice. I can't get innocent Jean Nader to make her reimbursement check for her share of the real estate taxes payable to "Anthony O'Connell, Trustee." Despite doing everything I could think of to prevent accounting entanglements from being created using the real estate taxes for Accotink, they have been entangled beyond hope of ever being untangled.

Innocent Jean Nader to Anthony O'Connell

1992.07.27 (Jean Nader to Anthony O'Connell)1992.07.27 (Estimated) (Jean Nader to Anthony O'Connell)

- "1. What is the status of the Fairfax County re-assessment matter?
2. Are you handling it?
3. You mentioned that you have brought to the Board's attention the fact that the appraisal did not factor in the marine clay issue. Can the appraiser amend his report to reflect a lower value so that it can be used on the estate tax return.?
- 5. Since the trust was supposed to terminate on Mother's death, the \$2000.00 for the appraisal should be paid to the beneficiaries, not to the trust. The checks from Sheila and me can then be paid back to you.**
6. Please send a copy of the appraiser's bill and his notation that it has been paid so that the estate may claim the payment for the appraisal as a deduction.

[Handwritten below]

Dear Tony -

I hope all is well with you -

Hi and I are going to visit Jen and Mike in N.C. this week -

I'm looking forward to a good time.

Will you answer the enclosed questions? Either to Ed White or me -

Love Jean"

1994.02.02 (Post marked) (Jean Nader to Anthony O'Connell, handwritten on pages with copies of three checks:

- (1) Commission for Jean Nader
- (2) Commission for Edward White
- (3) Office supplies for Edward White)

" \$23,580.90 - comm.

- \$ 9,196.55 - my taxes on it as my income

\$ 14,384.35 - money to [divide] 3 ways.

Please send me a note showing approval for the comm.. check. I want that note in case the comm.. of accounts has any question -

Thank you Jean"

1998.04.10+, estimated (Jean Nader to Anthony O'Connell, hand written on page with copy of a State check for \$782.24)

"Hi

I hope all is well with you -

Enclosed is your share of Fed, Retiree Settlement payment - My accountant suggested I keep 20% as I pay on the entire check as my income"

(See the arithmetic creating the accounting entanglement in the pdf reference)

Enclosure: Copy of check from Jean Nader to Anthony O'Connell for \$206.60, returned by Anthony O'Connell to Jean Nader because cashing it would mean Anthony O'Connell agreed to the accounting entanglement that created the \$206.60 amount.

1998.11.08 (Jean Nader to Anthony O'Connell)

"I do not plan to hire a PA [Pennsylvania] accountant or to file charges in the Fairfax County Circuit Court, Jean Nader Nov 8, 1998"

1098.11.15 (Jean Nader to Anthony O'Connell, hand written on page with copy of a State check for \$875.41)

"My accountant suggested I keep 20% because I pay the income tax on 875.41 & have done so."

20% of 875 = 175,00

875.00 - 175.00 = 700.00

700.00 /3 = 233.34

Enclosure: Copy of check from Jean Nader to Anthony O'Connell for \$233.34, not cashed by Anthony O'Connell because cashing it would mean Anthony O'Connell agreed to the accounting entanglement that created the \$233.34 amount.

1999.04.20 (Jean Nader to Anthony O'Connell)

"Tony,

Since I pay the income tax on the total amount, \$891.36 [Federal Retirement payment] my accountant said to keep 1/3 (297.12) for that purpose.891.35 total -297.12 tax [is] 594.24 [divided by]3 = \$198.08 to each of us-

I hope all is well - Jean

(This creates an accounting entanglement.)

1999.05.30 (Jean Nader to Anthony O'Connell)

"Tony

Why do you want my accountant's name?

JEAN"

1999.06.09 (Jean Nader to Anthony O'Connell)

"June 9, '99

Tony

My accountant has only been so for 2 yrs. He handles my business accounts. I do not feel he will can help you with Accotink - so I am not giving you his name -

JEAN

As I said in '94 or '95, you should be the one to go to Fairfax County Circuit Court - I feel the estate is correctly filed.

1999.08.02 (Jean Nader to Anthony O'Connell) "Tony **This check is acceptable by Fairfax County**. All you need to do is send a second check of yours with the difference. I want my check made out to Fairfax County because it simplifies my tax deduction records - I know you know this and I am surprised that you asked me to change my check - Jean 8-2-99"

2000.08.01 (Jean Nader to Anthony O'Connell)

"Tony **This is legal. I want the tax deductions of my tax share** - Jean"

2001.02.18 (Jean Nader to Anthony O'Connell)

"Feb 18, '01

Tony, **I am getting my tax papers in order. I do not have check #5003, 8-1-01, \$1231.00 made out to Fairfax Cty - for Accotink real estate tax - If you did not send it with your bill, return the check to me. If you are waiting for another tax payment to the County, Let me know - with an explanation**

Thank you Jean"

2001.08.06 (Jean Nader to Anthony O'Connell)

"Aug 6 2001

Dear Tony

I hope your California trip was a pleasant and happy one.

On a business note I would like

1. A copy of this year's real estate tax bill.
2. **A copy of the accounting which you say I am making difficult by addressing my checks to Fairfax County.**

Thank you Jean"

2003.8.16 (Jean Nader to Anthony O'Connell)

"Aug. 16-03

Tony I received your real estate notice I would like to pay my share but as I said before I want to make my check payable to the county for my tax write off - If you change your mind let me know - Is the Sedona address your new home address? Jean"

2005.08.08 (Jean Nader to Anthony O'Connell)

"Aug 8, 2005

Dear Tony, I received your reply concerning Accotink. Thank you. You are right, it has been 14 years and I think that we should have sold or developed Accotink by this time. I believe that the estate accounting is in order and you do not. It seems that neither one of us will be changing our mind. Therefore I have decided in the next several months to seek legal counseling in the matter of selling Accotink. I am also going to ask that all legal costs be deducted from the sale of the land. I am sorry that this conflict has not been settled. I know of no other way to finally settle this, than the court system -

In regard to paying my share of real -estate tax, I have said every year since 1999 that I would pay my share with my check made payable to Fairfax County. You have refused to accept them - I was surprised to note the new property assessment. Yet Sheila and I were not included in the conservation or info in this matter. We are 2 of the 3 owners of this property - Sincerely Jean Nader"

2008.07.08 (Jean Nader to Anthony O'Connell)

"Tues. 7 - 8th

Tony Amy brought me your cover letter from your E-mail - **I do know that I can send my check to you - I prefer to make it out to Fairfax County - I never said I couldn't write it off - I want to write it off - payable Fairfax Cty - I will not be sending you a tax real estate check** - I hope you can work with Bill Lynch and sell Accotink. Jean"

Anthony O'Connell to innocent Jean Nader

1998.11.03 (Anthony O'Connell to Jean Nader)

"Please separate yourself and our inheritance from the fraud operation so we can sell Accotink and get our money. If the fraud operation can continue to use you to carry out their agenda they can sabotage any sale and gain at our expense. They can kill us with secrecy, surprises and stress in the process. Please read Sabotage Settlement concerning the first piece of property I sold (Please see the book *First thing is to have the final accounting* ...p ages 213-244). I believe the CPA is the core of the operation and the worst thing you could do is to continue to rely on her advice. Please hire a local accountant in Pennsylvania to go over the estate accounting. Tell them the advice the lawyer, the CPA, and the stockbroker told you and see what they say. You have to understand the accounting inside and out and apply common sense. Does secrecy from the beneficiaries make sense to you?

Please file charges in the Fairfax County Circuit Court for the money the fraud operation stole from mother's estate (Basically the difference between the \$175,000 version and the \$1 19,000 version of the estate tax return.

Please see the book, pages 357-36s.) and subpoena the financial records from the CPA, the lawyer, and the stockbroker. Only you can correct this in your position as co-executor. I tried everything I know and couldn't. If I file the charges the operation will say it's against you too and they will use you to cover for them and structure it so that you and I will be fighting each other. Do not let them intimidate you. You have to confront them. Please make this your major project until it is cleaned up and all the accounting entanglements and set ups created to give the operation control of Accotink are removed. Please face this head on. Perhaps a million dollars is at stake in Accotink.

Please read the book. I am not the source of the conflicts. I am not the bad guy.

Love, Anthony M. O'Connell , Trustee u/w of H. A. O'Connell "

1999.05.14 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"Jean, would you please tell me the identity of your accountant who is advising you as you say in your enclosed note (*My accountant suggested I keep 20% because I pay the income tax on 875.41. I have done so.*)?

Love, Anthony M. O'Connell , Trustee u/w of H. A. O'Connell

1999.06.05 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"Jean, thank you for your May 30, 1999 letter asking me why I wanted to know your accountant's name (Copy enclosed).

I asked you that because I need your help to sell Accotink.

If you read the book I sent you entitled *First Thing is to have the final accounting* ..., I believe you will understand that the CPA, Jo Anne Barnes; the lawyer, Ed White; and the stock broker, Allison May; are part of a fraud operation, that the CPA is probably the core of it, and that the worst thing any of us could do is to continue to rely on and carry out their advice.

Jean, please understand that I am not criticizing you and that what has happened in the past is not your fault. You were following the advice of professionals who hold themselves out as trustworthy. I am saying that their advice should not be relied upon.

The CPA and lawyer have put accounting and other controlling entanglements on Accotink.

Because of the accounting secrecy there are probable more than I know about.

History suggests that these entanglements will be "discovered" when I try to sell Accotink, that they will be used to try to sabotage any sale I try to make, that they will be made to appear as if they were my fault, and that they will use that to take over control of Accotink. This fifteen acres near the Springfield Transportation Center is significant. Please try to understand what they did in my sale of the first parcel. A prudent person would not try to sell Accotink without first freeing it

from the control of the fraud operation.

Jean, you are hooked and unless you face this none of us can get our money from Accotink. Please make yourself aware. Please separate yourself from them and do not cover for them. If I understand FBI agent Healy correctly, you told him that you could justify the two versions of the estate tax return. If that is true, please contact the FBI and correct that. The two versions of the estate tax return means that you were led to believe that the \$175,000 taken out of the estate was sent to the IRS when only \$19,000 was sent to the IRS. It means they doctored the IRS documents, it means that they stole money from the estate, and it means that they wanted you to cover for them by getting you to sign the documents. The CPA, the lawyer and the stockbroker are in control of the accounting. Please put the responsibility for the accounting on those that did it.

If you would like to determine the source of the conflicts try to get the CPA or lawyer or stockbroker to identify exactly what it is that they have lead you to believe that I have done wrong (Except to try to expose them). They will not come up with anything that would survive exposure to the light of day. This type of problem resolution was applicable on the playground and it is applicable now. I am not the source of the conflicts. I am not the bad guy. The cruelest and the most severe loss to me has been the destruction of my relationship with you, Jean, and you, Sheila. .

1. Please do not continue to rely upon the CPA's advice. Please hire a local CPA firm in Pennsylvania (one who does not advocate secrecy from the beneficiaries) and tell them the advice the CPA, the lawyer, and the stockbroker told you and see what they say. If you continue to think that the CPA is your friend and is helping you, I believe we are doomed.
2. Please understand that mother and you were set up. Please do not carry out the operation's policy of secrecy as being loyal to mother. They are using you. Secrecy protects them. They can't operate without secrecy.
3. Please file charges in the Fairfax County Circuit Court for the money the fraud operation stole from mother's estate and subpoena the financial records from the CPA, the lawyer, and the stockbroker. If I file the charges the operation will say that it's against you too and they will structure it so that you will fight me to cover for them.
4. Please separate yourself and our assets from the fraud operation so we can successfully sell Accotink. Love, Anthony M. O'Connell , Trustee u/w of H. A. O'Connell "

1999.07.02 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 1999 real estate tax for Accotink is \$ 3,690.00. Would you please send me a check for \$3,690.0013 = \$ 1,230.00? Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997 and 1998, plus interest. Sincerely, Anthony O'Connell "

1999.07.26 (Anthony O'Connell to Jean Nader)

"I am sorry but I have to return the check you sent me for the real estate tax. Please do not make the check out to the County of Fairfax. **Please make the check out to Anthony O'Connell , Trustee.**

Love, Anthony O'Connell, Trustee"

1999.08.05 (Anthony O'Connell to Jean Nader)

"To reimburse me for the real estate taxes requires that you make your check out to me.

I am guessing that whoever advised you to make out your check dated July 18,1999, payable to the County of Fairfax, with the tax map number 0904-01-0017 written on it, will also advise you to send it to the County of Fairfax. If you did that it would create another accounting entanglement on Accotink.

There are already accounting entanglements on Accotink. I have to figure out how I can remove them before I sell Accotink. It is essential to keep the accounting straight and Accotink unencumbered.

Please do not send your check dated July 18,1999 to the County of Fairfax. Please send me a corrected check made out to Anthony O'Connell or Anthony O'Connell, Trustee.

Love, Anthony M. O'Connell , Trustee for Accotink"

1999.08.07 (Anthony O'Connell to Jean Nader)

"I received your letter dated August 2, 1999 and the check made out to Fairfax County.

Please do not unwittingly follow secret advice designed to create a conflict between you and I over the real estate taxes for Accotink.

Cashing this check from you to Fairfax County would create another accounting entanglement on Accotink. It is essential to keep the accounting straight and Accotink unencumbered. Real estate taxes have been a traditional target for entanglement. Your letter gives me the choice of my entangling the real estate taxes for Accotink or being in conflict with you.

I am guessing that whoever advised you to make out your check dated July 18, 1999, payable to the County of Fairfax, with the tax map number 0904-01-0017 written on it, will also advise you to send it to the County of Fairfax. I am guessing that they will make it appear that you had to send it to the County because I was unreasonable in not accepting it.

Please go the person who advised you. Ask them to put their advice to you in writing, sign their name to it, and send me a copy. You would have to be assertive because they will probably intimidate you. If they refuse to do this, if they refuse to be accountable for their advice, do not accept their advice and drop that accountant. Some people would call this common sense. Jean, you are being used and it damages all of us; you, Sheila and me. You have absolutely, positively got to stop the secrecy and get an honest, accountable accountant before it is prudent to try to sell Accotink.

Again, I am returning this check to you. Please do not send it to me again. Please do not send it to the County of Fairfax. I repeat, please do not send it to the County of Fairfax. **Please tear it up and send me a corrected check made out to Anthony O'Connell, Trustee.** Please make yourself aware of some accounting concepts such as do not commingle funds.

Love, Anthony M. O'Connell , Trustee for Accotink"

2000.07.05 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 2000 real estate tax for Accotink is \$3,693.00. Would you please send me a check for \$3,693.00/3 = \$ 1,231.00? **Please make the check out to Anthony O'Connell, Trustee.** Jean, you also owe me for 1999.

Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997, 1998, and 1999. Sincerely, Anthony M. O'Connell , Trustee"

2001.03.06 (Anthony O'Connell to Jean O'Connell)

"Thank you for your letter of February 18, 2001.I understand that you want your check #5003 dated 8-10-00 returned and that you want an explanation of why your check was not cashed.

I am returning your check # 5003 dated 8-1-00 because you made it out to the County of Fairfax, and not Anthony M. O'Connell, Trustee, as I had asked. **Again, I ask you to please send me a replacement check made out to Anthony M. O'Connell, Trustee,** because:

(1) Fairfax County sends me a bill for the real estate taxes for Accotink. They send me the bill because I am the Trustee for Accotink. I am responsible for the accounting for Accotink.

(2) I then pay the real estate taxes on Accotink to Fairfax County

(3) I ask you and Sheila to reimburse me for your part because that is what we agreed to do in the Virginia Land Trust Agreement.

The purpose of accounting is to clearly show where money goes. Clear accounting helps prevent money from disappearing. Clear accounting helps prevent future conflicts such as who owes what at the settlement of the sale of Accotink. Since accounting is numbers and not words, I'll use the actual numbers for year 2000:

(1) Fairfax County sent me, Anthony O'Connell, Trustee, a bill for \$3,693 for the real estate taxes on Accotink.

(2) I, Anthony O'Connell, Trustee, pay Fairfax County \$3,693.

(3) I ask you and Sheila to reimburse me as Anthony M. O'Connell, Trustee, for your portion.

Since there are three of us, that \$3,693 is divided by 3, or \$1,231 each.

Unless you learn accounting, I do not expect you to understand the damaging consequences of carrying out the secret advisors advice. But I beg you, until you learn accounting, to please take my advice here. It is extremely important:

(1) **DO NOT** write any more checks payable to Fairfax County about anything to do with Accotink.

(2) **DO NOT SEND ANY CHECKS TO FAIRFAX COUNTY** about anything to do with Accotink.

(3) In summary, the secret advisors are advising you to make your check payable to the County of Fairfax. **I am advising you to make your check payable to Anthony M. O'Connell, Trustee.**

Do you think you could ever untangle the accounting for the real estate taxes on Accotink if you did what the secret advisors are advising you to do? Why do you think the secret advisors do not want to be accountable for the advice that they give you?

(4) Please tell me if you have already sent checks to Fairfax County and for what purpose.

(5) Please tell me what you intend to do now.

Love, Anthony M. O'Connell , Trustee"

2001.07.12 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 2001 real estate tax for Accotink is \$3,693.00. Please send me a check for your share of 1/3 of that amount, or \$1,231.00, payable to Anthony O'Connell, Trustee.

Please, please, do not make your check payable in any way other than to

Anthony O'Connell, Trustee, and please do not send it anywhere except to me. Please do not accept the advice of people who advise you to make your check payable in some way other than this. Jean, you also owe me for 1999 and 2000. Sheila, you also owe me for 1992, 1993, 1994,1995,1996,1997, 1998, 1999, and 2000. Love, Anthony O'Connell , Trustee"

2002.07.07 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 2002 red estate tax for Accotink is \$3,996.30. Please send me a check for your share of 1/3 of that amount, or \$1,332.10, payable to **Anthony O'Connell, Trustee**.

Please, please, do not make your check payable in any way other than to

Anthony O'Connell, Trustee, and please do not send it anywhere except to me. Please do not accept the advice of people who advise you to make your check payable in some way other than this. Jean, you also owe me for 1999, 2000, and 2001. Sheila, you also owe me for 1992, 1993,1994,1995,1996, 1997, 1998, 1999, 2000, and 2001.

Love, Anthony O'Connell, Trustee"

2003.07.30 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 2003 real estate tax for Accotink is \$5,555.39. Please send me a check for your share of 1/3 of that amount, or \$1,851.79, **payable to Anthony O'Connell, Trustee. Please, please, do not make your check payable in any way other than to Anthony O'Connell, Trustee**, and please do not send it anywhere except to me. Please do not accept the advice of people who advise you to inake your check payable in some way other than this.

Jean, you also owe me for 1999, 2000, 2001, and 2002.

Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, and 2002.

The enclosed copy of the notice of assessment change shows that the assessed value of Accotink increased from \$300,000.00 to \$478,500.00 effective as of January 1, 2003.

Love, Anthony . O'Connell , Trustee" Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL,

Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, " Thank you.

2006.04.04 (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"Fairfax County's assessed value of Accotink as of January 1, 2006, is \$980,000.00.

Conditions continue to exist that make it imprudent for me to enter into a sale contract for Accotink. I believe the probability of my sale of Accotink being taken over by people who control the audit trails and make money disappear, and using Jean as an unwitting front to do it, is approximately 100%.

The take over tools are in place. Unless these conditions can be changed none of us is going to get the proceeds of Accotink. After my death my Trusteeship of Accotink will be transferred to someone who is aware of these conditions.

I have tried to get help from within and without the system but it has not worked.

I have had my credibility attacked until my credibility with you has been destroyed. If you look at the correspondence, it will show that the attacks come when I try to expose the audit trails. Audit trails remain secret and we are a destabilized family.

We have to communicate. I have to know who is telling who to do what. Secrecy is an impossible obstacle to overcome. Would you please give me your response to the following?

- a) How do you feel that you have not received your money from Accotink?
- b) Why do you think I have not entered into a sales contact for Accotink since 1992?
- c) Please describe your understanding of my last sale as best you can. If you don't understand what happened in my past sale, how can you understand what is set up to happen in my future sale? If it can't be found where the money went in the takeover of my past sale, what chance is there in a takeover of my future sale of Accotink?

I believe it is fair to say that after thirteen years you are not going to believe me. Please try to expose the audit trails in mother's estate and find out for yourselves. The evidence is in exposing the audit trails, all the audit trails, and nothing but the audit trails. *The only solution is in trying to expose the audit trails in mother's estate.*

Audit trails have a beginning and an end. They consist of numbers and not words, numbers that logically follow one after the other, from the beginning to the end. If there are gaps or confusion, something is wrong. Every number in accounting has an audit trail.

Every number in the accounting in the court records has an audit trail.

The audit trails in the public court records are not meant to be secret. That is why they are made public. Copies of relevant public court records are enclosed. These are the accounts of the Estate, (inventory in Book 0457 page 0820, first account in Will Book 0467 page 0191, and the second

account); and the 1991 account of the Trust, (Book 480 page1765), prepared by the CPA Firm. I have no control over the CPA Firm who prepared the 1991 Trust Accounts even though I am the Trustee. I have no control over the people who control the audit trails. A cover for money disappearing is confusing audit trails. People assume that it is their fault when they don't understand audit trails, rather than that the audit trails have been intentionally confused. It is human nature. Confusion is a cover. Confusion stops people from pursuing audit trails. Confusion is a red flag. It is virtual impossible to clear away the confusion. Start with the audit trails because only then can you see through the confusion. Do not accept confusion as an answer.

A cover for money disappearing is creating family conflict. It makes people think the problem is a family issue rather than money disappearing. The appearance of family conflict diverts people from exposing audit trails. Years of conflicts have been put upon us by the people who control the audit trails.

A cover for money disappearing is fear. An example is the lawyer's letter of April 22, 1992, in the Trust's 12th Court Account. It plans dirty tricks accounting to destabilize a family, take over their assets, and make money disappear. Your trust is the only tool they need. Jean would have to do a complete reversal from following the policy of secrecy she has been told to carry out in order to expose the audit trails in mother's estate. This may be an impossible obstacle for Jean to overcome because the last thing the people who control the audit trails will allow to happen is to have their audit trails exposed here. If Jean does not overcome this obstacle of fear induced secrecy none of us is going to get our money from Accotink.

The simplest example that I can find that shows how things work, is audit trail $1,475.97 - 816.00 = 659.97$. Use it as a straight arrow to cut through confusion. If you understand this audit trail you will understand a great deal. One is that the people who created this audit trail won't recognize it, or any audit trail, with 659.97 in it. Please try to figure out why. Then think carefully about whose advice you should rely upon. From the 1991 Trust Account prepared by the CPA Firm, Book 0480 page 1768, approved by Commissioner of Accounts Jesse B. Wilson, III, on October 4, 1993:

Payable to the Estate of Jean M. O'Connell ... \$1,475.97

From the First Estate Account, Will Book 0467 page 0192, approved by Commissioner of Accounts Jesse B. Wilson, III, on March 20, 1993:

Int fm Harold 'Connell Trust 816.00

Debt fm Harold O'Connell Trust 659.97

It is probable that neither of you will have the time or whatever to make yourself aware of the level of deception that has been put upon us. You can hire outside professionals but you still have to learn enough to know when you are being misled.

What does it mean when the lawyer for the Estate, the CPA Firm, and the Commissioner of Accounts don't recognize the audit trail $1,475.97 - 816.00 = 659.97$, or any audit trail with 659.97 in it? Or any audit trails for the accounting conflicts the lawyer asks me about in his letter of May 19, 1992? Do you think it is a good idea, Jean and Sheila, to continue to go to them for advice? We have had thirteen years of secrecy. Secrecy works for the people who control the audit trails and make money disappear. Secrecy does not work for the family.

I will continue to try to find a buyer for Accotink who could be made aware of the existing conditions and not fall for them, but the probability of finding a buyer like this, is as remote now, as it has been in the past. Sheila, you owe me your share of real estate taxes for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, and 2005. Jean, you owe me your share of real estate taxes for 1999, 2000, 2001, 2002, 2003, 2004, and 2005. **Please make your check payable to "Anthony O'Connell, Trustee"**. If you decide you want to reimburse me I will calculate the amounts. If you do reimburse me it would stop the accumulation of the 10% interest on your unpaid balance.

You do not believe what I have been telling you all these years. Please try to *expose the audit trails in mother's estate and find out for yourself* so I can sell Accotink. Expose the audit trails.

Then judge. It is the only solution. Love, Anthony O'Connell, Trustee
Enclosures (14)" DID I REALLY INCLUDE 14 ENCLOSURES HERE? OR JUST THE
THREE?

(Editing note: Please see the reference in pdf to see the 14 enclosures that are not included here)

2007.06.12 (letter) (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"It was nice to talk with you Sunday. After 14 years, I believe the situation we and Accotink have been put in has little chance of getting better and more of a chance of getting worse, especially if one of us dies before the sale of it. I cannot allow what happened in my 1988 sale to happen again (I know you do not believe I made this sale). The justifications to create conflict and confusion are in place. I do not have the power to remove them. This and other handicaps such as my destroyed credibility with you leaves me no reasonable way to prevent outside interference from being used again, except to sell Accotink with the Seller as Anthony Miner O'Connell, Trustee, with only the Trustee's signature, and not the signatures of the three of us as individuals, be required on the sales documents. The Trust documents provide for the Seller of Accotink to be the Trustee of Accotink and no other. If you would like me to send you copies again, please ask and I will. A down side of this is that most buyers would prefer to have anyone who has any interest in a property to also sign the sales documents, such as the three of us as individuals. But in the situation we have been put in, this will not work.

I also feel it necessary to prevent outside interference by putting a clause in the sales contract that says something such as "The Trustee reserves the right to declare the contract null and void if at any time, in the Trustee's opinion, interference such as that that happened in the last sale, etc., etc., starts to happen". This also is not appealing to a buyer, but in the situation we have been put in, it is common sense.

In short, our choice is that only the Trustee's signature is required on the sales documents or there will be no sale. I believe you will be advised off the record that I am trying to cheat you. I can not stop that. There will be no secrecy about where the money went and you will get your legal share.

I do hope you ask the title company questions such as those I pointed out in several of the enclosures. Please have them speak for themselves and not avoid accountability by having someone else speak for them.

I just finished my web design class and plan to improve my website www.fairfax15.com to help market Accotink.

The assessed value of Accotink for 2007 is \$1,029,000. I haven't received the real estate tax bill for 2007 yet but they told me on the phone that it was \$9,168.39. Please send me a check for your 113 share of \$9,168.39, or \$3,052.70, **made payable to Anthony Miner O'Connell, Trustee**. Please do not make it out any other way than to Anthony Miner O'Connell, Trustee.

Sheila, you owe-me your share of the real estate taxes for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, and 2006.

Jean, you owe me your share of the real estate taxes for 1999,2000,2001,2002, 2003, 2004, 2005, and 2006.

Please reimburse me for paying your share of the real estate tax. It would save you the 10% interest per year that accrues on your unpaid balance (Please see the attached copy of page 1454 in Book 8845 from our Trust Agreement).

Sincerely,

Anthony Miner O'Connell, Trustee

Enclosures:

1. Interest page
2. Money Disappears
3. Requirement
4. Title Commitment

5. Letter of May 1, 2007
6. Email of June 12, 2007"

2008.07.02 6:54pm (Anthony O'Connell to Jean Nader and Sheila O'Connell)

"The total 2008 real estate tax for Accotink is \$1 1,374.35. A copy of the tax bill is enclosed. Please send me a check for your share of 1/3 of that amount, or \$3,791.45, **payable to Anthony O'Connell, Trustee.**

Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, and 2007.

Jean, you also owe me for 1999, 2000, 2001, 2002, 2003 and 2004, 2005, 2006, and 2007. I encourage you to reimburse me because I need the money and it will save you the 10% interest on the unpaid balance. Jean, who told you that you could not deduct your reimbursement to me from your taxes if you make your check payable to **Anthony O'Connell, Trustee**? Of course you can. Can you get to the bottom of this for yourself? Can you wash this out for yourself?

Love, Anthony O'Connell , Trustee

9

Exceptions 1994
disappeared

Expose Bk467p191

Exceptions 1994

The June 16, 1994, Exceptions to the Commissioner's Report [approval]
for the accounting of the estate of Jean O'Connell, fiduciary #49160

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Estate of Jean Miner O'Connell, Deceased

To the Honorable Judges of Said Court:

I, Anthony Miner O'Connell, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated the 31st day of May, 1994, and filed in the above matter in this Court on the 1st day of June, 1994, and state as my grounds, the following:

I believe the Commissioner of Accounts was in error in approving a commission for Edward J. White. I was in error for not providing the Commissioner my letter of 6/13/94 (enclosure 1) before the Commissioner approved his report. Approval of a commission for Ed White would be an approval of Ed White's destruction of my reputation and my consequent estrangement from my family. (This does not apply to the other cofiduciary, Jean Nader, ref. Va Code 26.5.2). My grounds are as follows:

1. Ed White used his fiduciary position in this estate to destroy my reputation and my relationship with my sister, Jean Nader, with the intent of generating another fee for himself through the forced sale of real estate, in which all the beneficiaries of this estate have an interest (enclosures 1).
2. Ed White got this fiduciary position by destroying my credibility with my mother in 1985-1986. Mr. White intentionally withheld information while I was trying to fund a trust for my mother, and accused me for the consequent delay. After 13 years as designated cofiduciary in my mother's Will, she dropped me and added Ed White (enclosure 2).
3. Mr. White's secrecy and setups show contempt for the fiduciary relationship between executor and heir (enclosure 3).
4. The testator, my mother, did not want her family torn apart.

To the Honorable Judges of the Fairfax County Circuit Court, I beg you to cause a jury to be empaneled to resolve this issue. I believe my fiduciary and accuser, Ed White, should be held to that level of responsibility.

Respectfully submitted this 16th day of June, 1994.

Anthony Miner O'Connell



Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855

FILED
JUN 16 AM 9:14
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

SIR2610

CIRCUIT COURT
FAIRFAX COUNTY, VIRGINIA

REPORT DATE 12/01/94

PAGE 198

INDEX TO WILLS & FIDUCIARIES
FROM 01/01/94 THROUGH 11/30/94

D - DECEASED
F - INFANT
I - INCOMPETENT
O - OTHER

INDEXED NAME

INSTRUMENT

DATE

RECORDED
BOOK PAGE

FILE NBR

YEAR
FIRST
ENTR

TRN

INDEXED NAME	INSTRUMENT	DATE	RECORDED BOOK PAGE	FILE NBR	YEAR FIRST ENTR	TRN
OBOLO	PRAECIPE/NOTICE FOR SALE OF PROPERTY	04/20/94	000	F049465		940430-0007
OBOLO	PETITION FOR SALE OF PROPERTY	04/20/94	000	F049465		940430-0008
OBOLO	PRAECIPE/NOTICE	05/17/94	000	F049465		940518-0105
OBOLO	PRAECIPE/NOTICE/AMENDED PET	07/15/94	000	F049465		940716-0172
OBOLO	AGAL HDSFORD, BOWEN	07/15/94	000	F049465		940716-0175
OBOLO	ORDER QHH	07/22/94	000	F049465		940723-0128
OBOLO	ANSWER OF SAL	07/22/94	000	F049465		940726-0010
OBRLEN	WILL OF HEIRS	03/10/94	488	F049991		940311-0044
OBRLEN	ACCOUNTING	03/10/94	488	F049991		940311-0045
OBRLEN	ACCOUNTING	03/21/94	679	F050620		940322-0120
OBRLEN	ACCOUNTING	01/26/94	485	F049905		940126-0078
OBRLEN	ACCOUNTING	08/11/94	497	F035895		940816-0233
OBRLEN	ACCOUNTING	08/11/94	497	F035895		940816-0235
OBRLEN	ACCOUNTING	08/11/94	497	F035895		940816-0237
OBRLEN	ACCOUNTING	10/11/94	500	F045631		941012-0075
OBRLEN	WILL	01/12/94	445	F052993		940115-0077
OBRLEN	AMENDED INVENTORY	01/12/94	485	F045967		940113-0197
OBRLEN	ACCOUNTING	01/12/94	485	F045967		940113-0202
OBRLEN	INVENTORY	05/17/94	494	F046159		940622-0027
OBRLEN	ACCOUNTING	05/17/94	494	F046159		940622-0028
OBRLEN	ACCOUNTING	05/17/94	494	F046159		940622-0029
OBRLEN	ACCOUNTING	02/28/94	487	F048201		940301-0049
OCHETREE	WILL	01/27/94	485	F053058		940201-0042
OCUNNELL	ACCOUNTING	01/26/94	485	L082528		940128-0079
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0345
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0347
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0349
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0344
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0346
OCUNNELL	ACCOUNTING	03/29/94	490	F046051		940330-0348
OCUNNELL	ACCOUNTING	03/28/94	489	F021840		940129-0158
OCUNNELL	ACCOUNTING	03/28/94	489	F021840		940602-0175
OCUNNELL	ACCOUNTING	06/01/94	493	F021840		940617-0213
OCUNNELL	EXCEPTION TO COMM REPORT	06/16/94	000	F049160		940128-0202
OCUNNELL	ACCOUNTING	01/27/94	485	L099564		94019-0034
OCUNNELL	ACCOUNTING	08/17/94	498	F050906		940324-0028
OCUNNELL	INVENTORY	03/23/94	489	F051754		940729-0056
OCUNNELL	WILL	07/26/94	496	F054002		940729-0056
OCUNNELL	INVENTORY	07/26/94	496	F054002		940729-0056
OCUNNELL	LIST OF HEIRS	07/26/94	489	F054002		940729-0056
OCUNNELL	INVENTORY	07/23/94	489	F052452		940324-0024
OCUNNELL	ACCOUNTING	01/12/94	484	F049077		940113-0160



10

Exceptions 1994
disappeared

Expose Bk467p191

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O’Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O’Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

Exceptions 2000

The August 23, 2000, exceptions to Commissioner Jesse Wilson changing the trust’s 11th account from “This is not a final account’ to read “This is a final account”, and therefore closing the trust account, fiduciary #21840, against the trustee’s intent.

$$1,475.97 - 816.00 = 659.97$$

I don't understand why the accountants who created it, reported it, made the family appear responsible for it, and approved it, don't recognise the accounting entanglement trail $1,475.97 - 816/00 = 659.97$, or any accounting trail for these numbers, when asked about it.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O’Connell,
Trustee



Fiduciary # 21840

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Trust u/w of H. A. O'Connell

FILED
00 AUG 23 AM 10:52
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

To the Honorable Judges of Said Court:

- The Honorable F. Bruce Bach, Chief Judge
- The Honorable Michael P. McWeeney
- The Honorable Marcus D. Williams
- The Honorable Stanley Paul Klein
- The Honorable Robert W. Wooldridge, Jr.
- The Honorable Arthur B. Vieregg, Jr.
- The Honorable Dennis J. Smith
- The Honorable Jane Marum Roush
- The Honorable M. Langhorne Keith
- The Honorable David T. Stitt
- The Honorable Leslie Alden
- The Honorable Kathleen H. MacKay
- The Honorable Jonathan C. Thacher
- The Honorable Henry E. Hudson
- The Honorable R. Terrence Ney

I, Anthony Miner O'Connell, Trustee u/w of H. A. O'Connell, fiduciary # 21840, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated August 8, 2000, to the Judges of Said Court, and state as my grounds, the following.

1. First, I am not accusing Commissioner of Accounts Jesse B. Wilson, III, or any one else connected with the Court, of any wrongdoing. I simply do not understand why Commissioner of Accounts Jesse B. Wilson, III, would want to approve and close Accounts before the accountings are fully exposed and the discrepancies addressed. It is against the principals of accounting.
2. Second, the source of the discrepancies are:

Jo Ann Barnes, CPA
Bruner, Kane & McCarthy, Ltd.
700 North Fairfax
Alexandria, VA 22313

Edward White, Attorney
P.O. Box 207
Kinsale, VA 22488

This CPA and lawyer are two principals in the source of the discrepancies that I pointed out in my letter to the Judges of July 24, 2000. The focus should be on the source.

To understand how the CPA and lawyer work would require that the Court fully expose their accountings and compel the CPA and lawyer to address the discrepancies. The CPA-lawyer accountings are the evidence for the discrepancies. I ask that this evidence not be covered up.

3. Third, this report protects the source of the discrepancies, the CPA and the lawyer, rather than the public.
4. Fourth, this report covers up, I assume unwittingly, accountings that have never been exposed and their discrepancies addressed.
5. Fifth, this report, by closing the Account for the Trust u/w of H. A. O'Connell, renders Anthony M. O'Connell, Trustee for the u/w of H. A. O'Connell, helpless.
6. Sixth, this report, by closing the Account for the Trust u/w of H. A. O'Connell, and as explained in the Trust's Twelfth Court Account, renders Anthony M. O'Connell, Trustee for the real estate recorded in B8845 p1444 and B8307 p1446, helpless in the sale of this real estate.
7. Reference "Estate of Harold A. O'Connell, Trust, Fiduciary No. 21840":

This may mislead. The Estate of Harold A. O'Connell, fiduciary # 21840, and the Trust u/w of Harold A. O'Connell, fiduciary # 21840, are two separate Court Accounts. Even though they have been assigned the same fiduciary # 21840. My mother, Jean M. O'Connell, who died in 1991, was the fiduciary for the Estate of Harold A. O'Connell. I am the fiduciary for the Trust u/w of Harold A. O'Connell. It is important to not confuse the two Accounts. In 1997 the FBI was apparently led to believe that the Estate of Harold A. O'Connell was the issue when the Trust u/w of Harold O'Connell was the issue. I say this because the FBI sent me copies of accountings from the Estate of Harold A. O'Connell and not copies of accountings from the Trust u/w of H. A. O'Connell. The issue here is not the Estate of Harold A. O'Connell, but the Trust u/w of Harold A. O'Connell.

The office of Chief Judge F. Bruce Bach may have been led to believe that the issue is the Estate of Harold A. O'Connell because their enclosed letter of August 9, 2000 references the "Estate of Harold A. O'Connell". Again, the issue here is not the Estate of Harold A. O'Connell, but the Trust u/w of Harold A. O'Connell. They are two separate Court Accounts. It is important to not confuse the two.

8. Items 1, 2 & 4:

- (a) The zero balance in the Trust's Tenth and Eleventh Court Account is not the issue. As explained in the Trust's Twelfth Court Account, the issue is the entanglement of their accounting of the Trust u/w of H. A. O'Connell with their accounting of the Estate of Jean M. O'Connell, and the consequences of these entanglements.

It is difficult to recognize these entanglements and I was not confident enough in the Trust's Tenth and Eleven Court Account to report them. But I knew they were there and that is why I stated that these were not final accounts. As I stated in the Trust Twelfth Court Account to the Commissioner of Accounts: *If you don't have the power to compel the the CPA (firm) and the lawyer to expose and remove the entanglements they created, please understand how I can't.*

- (b) I clearly stated on all the pages of this Eleventh Court Account that "This is not a Final Account".
- (c) Changing the Trust's Eleventh Court Account dated April 24, 1995, to a final Account, after would eliminate the Trust's Twelfth Court Account. The Twelfth Court Account is central to this report.

9. I item 4:

- (a) To close an account before the discrepancies are resolved violates the principals of accounting.
- (b) To close a Court Account against the intent of the person responsible for the Court Account violates the publics trust.
- (c) To close the Account of the Trust u/w of H. A. O'Connell would render me, the Trustee for this Account, helpless.

10. Exceptions to the reports items 5, 7 & 8:

- (a) The Twelfth Court Account, as shown on the Commissioner's invoice dated August 18, 1999, was accepted by the Commissioner on August 8, 1999, and accepted by cashing check # 667 for the filing fee for the Twelfth Account, and accepted by cashing check # 667 for a delinquency fee for the Twelfth Account.
- (b) The \$659.97 entanglement should not be confusing. The CPA(firm) prepares the Trust's Seventh Court Account in a manner that requires the Trustee to pay the Estate of Jean M. O'Connell \$ 1,475.97. The lawyer discovers that this is \$659.97 too much. But the lawyer will not pay it back to the Trust.

The lawyer reported this \$659.97 to the IRS in the Estate Tax Return in 1992, in the first amendment to the Estate Tax Return in 1993, and in the second amendment to the Estate Tax Return in 1995. When something is reported to the IRS it should be treated as real.

- (c) The Twelfth Court Account is central to this report. It addresses a discrepancy in the CPA-lawyer accounting. It explains and documents a CPA-lawyer pattern of gaining control of assets, such as real estate, by entangling it in their accounting. They control the entangled asset to the degree that they control the accounting entanglements they put on it.

In 1992 the CPA(firm) prepared the Trust's Seventh Court Account in a manner that required me to pay the Estate of Jean M. O'Connell \$ 1,475.97. The lawyer discovers that this is \$659.97 too much. But the lawyer won't pay it back to the Trust. It disappears into ambiguity and confusion. The pattern is that it will be used by the CPA-lawyer later.

There is nothing that I can do to make them pay this \$659.97 back to the Trust. They are in control of this entanglement. They are in control of any asset that they entangle with it. No one makes them accountable for it. This report does not make them accountable for it. They are untouchable. It is that simple.

The rules of accounting require me to carry over the known discrepancies from the Trust's Seventh Account to subsequent Trust Accounts until I can resolve them. One obstacle to exposing the entanglements is that accountings for the Estate of Jean M. O'Connell remain secret. One obstacle to removing them is that I do not have the power to compel the CPA or lawyer to recognize the discrepancies.

I believe the entirety of the Twelfth Court Account should be included for review. I quote the introduction here:

*Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell
216 Governor's Lane Apt 12
Harrisonburg, Virginia 22801
August 9, 1999*

*Commissioner of Accounts Jesse B. Wilson III
Deputy Commissioner of Accounts Peter A. Arntson
Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030*

Assistant Commissioner of Accounts Henry C. Mackall

*Mackall Mackall Walker & Gibb
4031 Chain Bridge Road
Fairfax, Virginia 22030*

*Reference:
Trust u/w H. A. O'Connell
Fiduciary Number 21840
Twelfth Account covering the
period
1/1/96-12/31/96*

A check for \$ 63.00 is enclosed to file this Twelfth Account. This is not a Final

The accounting for the Trust u/w of H. A. O'Connell was entangled with the accounting of the Estate of Jean M. O'Connell, fiduciary # 49160, by the CPA (firm) I hired and by the lawyer who is co-executor for the Estate:

*Ms. Jo Anne Barnes, CPA (firm)
Bruner, Kane & McCarthy, Limited
700 North Fairfax
Alexandria, Virginia 22313*

*Mr. Edward White, Attorney and Co-Executor
P. O. Box 207
Kinsale, Virginia 22488 (Last known address)*

Those who control the entanglements control the people and assets that are entangled. I have experienced the CPA-lawyer entanglements before and know it would be foolhardy to try to sell Accotink (my family's remaining real estate, B8845 p1444 and B8307 p1446) until all the entanglements are removed and the accountings are clear.

To keep this Twelfth Account simple and clear I will only address one of the known entanglements. In short, the CPA (firm) did the Trust's Seventh Court Account in a manner that required me to pay the Estate \$ 1,475.97. The lawyer discovers that this is \$659.97 too much. I can't get the CPA (firm) or the lawyer to address this \$659.97 debt much less pay it back. This one is easy to see because it is clearly stated in the beginning of the Estate accounting as a Debt from the Harold O'Connell Trust 659.97. If you review the attached pages 1 through 17 that are part of this Twelfth Account you may notice that:

- The lawyer unilaterally hires the CPA into the Estate (page 1).*
- The lawyer will seek my sister's approval to sue me if I don't file the Trust's Seventh Court Account early (page 1). The combined advice of the CPA(firm) and the lawyer force me to file it approximately eighteen months earlier than the*

Commissioner's scheduled date of October 20, 1993, because I cannot convince my sister, Jean Nader, that their combined advice is wrong (pages 5, 6 and 7). This places the filing of the Trust Account before the filing of the Estate Tax Return that is due on June 15, 1992. This makes it easier to entangle the Trust accounting with the Estate Tax Return accounting and make it appear to my family that the estate was damaged by my management of the Trust.

- *The lawyer's letter of April 22, 1992 lists a Debt from the Harold O'Connell Trust 659.97 (page 3) even though I do not sign or submit the Trust's Seventh Court Account that created the \$659.97 debt until May 11, 1992 (page 8). The lawyer's letter of May 19, 1992 makes it appear that he doesn't know what this \$659.97 is about and that it is my fault (pages 9 and 10).*
- *This \$659.97 debt is reported to the IRS (page 16). But when I ask the lawyer and CPA (firm) about this \$659.97 debt they avoid it (page 15), don't know what I'm talking about (text box on page 16), or don't respond (page 17).*

Do any of you have the power to compel the CPA (firm) and the lawyer to:

1. *Explain why they created this \$ 659.97 debt.*
2. *Explain why I am made to appear responsible for it.*
3. *Show exactly where this \$ 659.97 debt is now.*
4. *Pay the \$ 659.97 back from the estate to the trust.*
5. *Do it without inflicting anymore cost and conflict on any member of my family.*

I want to keep this simple but you have to understand that the CPA (firm) and the lawyer avoid accountability by using a trusting family member, with no accounting background, such as my sister, Jean Nader, co-executor, to cover for them. Please note the advice that the lawyer expects Jean Nader to rely upon in his letter of April 22, 1992. Jean Nader is innocent and is being used. She does not understand that she is being used. She is not responsible for what the CPA (firm) and the lawyer did. She did not do the accounting. I did not do the accounting. The CPA (firm) and lawyer did the accounting. They will use Jean Nader again and again and again. She has been led to believe that keeping estate accountings a secret is being loyal to our mother (which makes me appear disloyal). You have to go around Jean Nader to compel the CPA (firm) and the lawyer to be accountable. Please; positively, absolutely, completely, and without exception, do not allow the CPA (firm) and the lawyer to inflict anymore cost and conflict on any member of my family. If you don't have the power to compel the the CPA (firm) and the lawyer to expose and remove the entanglements they created, please understand how I can't.

I would appreciate any effort you might make. Thank you.

Sincerely,

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

Copy to:
Ms. Jo Anne Barnes, CPA
Mr. Ed White, Attorney and Co-Executor
Ms. Jean Nader, Beneficiary and Co-Executor
Ms. Sheila O'Connell, Beneficiary

This Twelfth Account shows that:

- (a) The significance of the \$659.97 entanglement is in not the amount of the \$659.97, but in it's use, that of a controlling entanglement on real estate: *I have experienced the CPA-lawyer entanglements before and know it would be foolhardy to try to sell Accotink (my family's remaining real estate, B8845 p1444 and B8307 p1446) until all the entanglements are removed and the accountings are clear.* I would not be going through this effort if the significance of the \$659.97 was \$659.97. The value of these entanglements to the people who created them is reflected in their refusal to address and remove them.
- (b) I tried to get the CPA and lawyer to address this \$659.97 entanglement for about eight years. They would not address it. The zero balance in my Tenth and Eleventh Court Account is due to this refusal of the CPA and lawyer to address it. I know there are more entanglements but I can't figure them out because of the secrecy surrounding the Estate of Jean M. O'Connell. The real estate tax entanglement between the Estate and the Trust y/w of H. A. O'Connell is impossible to unravel.

11. Item 6.

This may imply that the Estate of Jean M. O'Connell is closed: "The Estate of Jean M. O'Connell, deceased, Fiduciary No. 49160, was closed in the Commissioner of Accounts office after approval of a Final Account on May 31, 1994".

The enclosed copy of a page from the Court's "INDEX TO WILLS & FIDUCIARIES: shows that an *Exception to the Commissioner's Report* for the Estate of Jean M. O'Connell, fiduciary # 49160, has been on file since June 16, 1994:

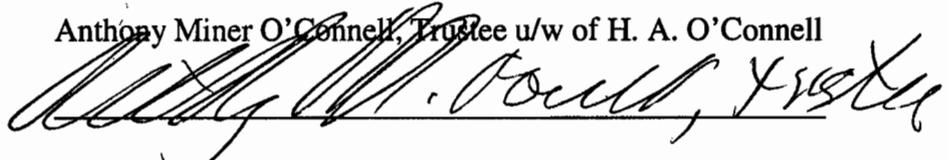
... OCONNELL, JEAN M EXCEPTION TO COMM REPORT 06/16/94 .. F049160

If this is recognized it means that the Estate of Jean M. O'Connell is not closed.

To the Honorable Judges of the Fairfax County Circuit Court, I beg you to cause a jury to be empaneled to resolve these issues. I ask for a full and complete disclosure of the accountings for the estate of Jean M. O'Connell (which the law says I am entitled to) so I can try to untangle that accounting from the accounting of the Trust u/w of H. A. O'Connell and sell our remaining real estate. I beg the Judges of the Said Court to allow me to do that. The future of the real estate recorded in B8845 p1444 and B8037 p1446 depends on it.

Respectfully submitted this 23rd day of August 2000.

Anthony Miner O'Connell, Trustee u/w of H. A. O'Connell



Anthony M. O'Connell, Trustee u/w of H. A. O'Connell
216 Governors Lane Apt 12
Harrisonburg, Virginia 22801
(540) 433-3895

Enclosures, copies of:

- PLEASE SEE IV D*
- (1) Page from the Court's "INDEX TO WILLS & FIDUCIARIES: showing that an Exception to the Commissioner's Report for the Estate of Jean M. O'Connell, fiduciary # 49160, has been on file since June 16, 1994
 - (2) Trust's Twelfth Court Account dated August 9, 1999
 - (3) Checks accepted for Twelfth Court Account
 - (4) Commissioner Wilson's letter of August 8, 2000, Re: Estate of Jean M. O'Connell
 - (5) Commissioner Wilson's letter of August 8, 2000, Re: Trust u/w of H. A. O'Connell, and enclosed Commissioner's Report dated August 8, 2000
 - (6) Letter of August 9, 2000, from the office of Chief Judge A. Bruce Bach

The **EXCEPTION TO COMM REPORT** filed on June 16, 1994 for the Estate of Jean M. O'Connell, fiduciary # 49160, means that the Estate of Jean M. O'Connell is not closed. It means that the Estate of Jean M. O'Connell is open.

SIR261D

CIRCUIT COURT
FAIRFAX COUNTY, VIRGINIA

D - DECEASED
F - INFANT
I - INCOMPETENT
O - OTHER

INDEX TO WILLS & FIDUCIARIES
FROM 01/01/94 THROUGH 11/30/94

REPORT DATE 12/01/94

PAGE 190

INDEXED NAME

INSTRUMENT

DATE

RECORDED
BOOK PAGE

FILE NBR

YEAR
FRST
ENTR

TRN

INDEXED NAME	INSTRUMENT	DATE	RECORDED BOOK PAGE	FILE NBR	YEAR FRST ENTR	TRN
FRANCIS X	PRAECIPE/NOTICE FOR SALE OF PROPERTY	04/20/94	000 000	F049465		940430-0007
FRANCIS X	PETITION FOR SALE OF PROPERTY	04/20/94	000 000	F049465		940430-0008
FRANCIS X	PRAECIPE/NOTICE FOR SALE OF PROPERTY	05/17/94	000 000	F049465		940518-0105
FRANCIS X	PRAECIPE/NOTICE/AMENDED PET	07/15/94	000 000	F049465		940716-0172
FRANCIS X	AGAL HDSFRD, BOWEN	07/15/94	000 000	F049465		940716-0175
FRANCIS X	ORDER QHH	07/22/94	000 000	F049465		940723-0126
FRANCIS X	ANSWER OF GAL	07/22/94	000 000	F049465		940726-0010
FRANCIS X	LIST OF HEIRS	03/10/94	488 065	F049991		940311-0044
FRANCIS X	ACCOUNTING	01/21/94	488 679	F050620		940311-0045
FRANCIS X	ACCOUNTING	01/26/94	485 861	F049905		940322-0070
FRANCIS X	ACCOUNTING	08/11/94	497 1329	F035895		940816-0233
FRANCIS X	ACCOUNTING	08/11/94	497 1331	F035895		940816-0235
FRANCIS X	ACCOUNTING	08/11/94	497 1333	F035895		940816-0237
FRANCIS X	ACCOUNTING	10/11/94	500 1488	F045631		941012-0075
FRANCIS X	WILL	01/12/94	445 124	F052993		940115-0077
FRANCIS X	AMENDED INVENTORY	01/12/94	445 024	F045967		940113-0197
FRANCIS X	ACCOUNTING	01/12/94	485 026	F045967		940113-0202
FRANCIS X	INVENTORY	06/17/94	494 463	F046159		940622-0027
FRANCIS X	ACCOUNTING	06/17/94	494 466	F046159		940622-0028
FRANCIS X	ACCOUNTING	06/17/94	494 474	F046159		940622-0029
FRANCIS X	ACCOUNTING	02/28/94	487 1203	F048201		940301-0049
FRANCIS X	WILL	01/27/94	485 1610	F053050		940201-0042
FRANCIS X	ACCOUNTING	01/26/94	485 063	L082528		940128-0079
FRANCIS X	ACCOUNTING	03/29/94	490 473	F046051		940330-0345
FRANCIS X	ACCOUNTING	03/29/94	490 475	F046051		940330-0347
FRANCIS X	ACCOUNTING	03/29/94	490 477	F046051		940330-0349
FRANCIS X	ACCOUNTING	03/29/94	490 473	F046051		940330-0346
FRANCIS X	ACCOUNTING	03/29/94	490 477	F046051		940330-0348
FRANCIS X	ACCOUNTING	03/28/94	489 1546	F021840		940123-0158
FRANCIS X	ACCOUNTING	06/01/94	493 1966	F021840		940602-0175
FRANCIS X	EXCEPTION TO COMM REPORT	06/16/94	000 000	F049160		940617-0213
FRANCIS X	ACCOUNTING	01/27/94	485 1192	L099564		940128-0202
FRANCIS X	ACCOUNTING	08/17/94	490 343	F050906		940619-0034
FRANCIS X	INVENTORY	03/13/94	489 1020	F051754		940324-0024
FRANCIS X	WILL OF HEIRS	07/26/94	496 1886	F054002		940729-0056
FRANCIS X	LIST OF HEIRS	07/26/94	496 1891	F054002		940729-0058
FRANCIS X	INVENTORY	03/23/94	489 1007	F052452		940324-0024
FRANCIS X	ACCOUNTING	01/12/94	484 1932	F049077		940113-0160

Enclosure 1

↑

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell
216 Governor's Lane Apt 12
Harrisonburg, Virginia 22801
August 9, 1999

Commissioner of Accounts Jesse B. Wilson III
Deputy Commissioner of Accounts Peter A. Arntson
Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030

Assistant Commissioner of Accounts Henry C. Mackall
Mackall Mackall Walker & Gibb
4031 Chain Bridge Road
Fairfax, Virginia 22030

Reference:
Trust u/w H. A. O'Connell
Fiduciary Number 21840
Twelfth Account covering the period
1/1/96-12/31/96

A check for \$ 63.00 is enclosed to file this Twelfth Account. This is not a Final Account.

The accounting for the Trust u/w of H. A. O'Connell was entangled with the accounting of the Estate of Jean M. O'Connell, fiduciary # 49160, by the CPA (firm) I hired and by the lawyer who is co-executor for the Estate:

Ms. Jo Anne Barnes, CPA (firm)
Bruner, Kane & McCarthy, Limited
700 North Fairfax
Alexandria, Virginia 22313

Mr. Edward White, Attorney and Co-Executor
P. O. Box 207
Kinsale, Virginia 22488 (Last known address)

Those who control the entanglements control the people and assets that are entangled. I have experienced the CPA-lawyer entanglements before and know it would be foolhardy to try to sell Accotink (my family's remaining real estate, B8845 p1444 and B8307 p1446) until all the entanglements are removed and the accountings are clear.

Enclosure 2

To keep this Twelfth Account simple and clear I will only address one of the known entanglements. In short, the CPA (firm) did the Trust's Seventh Court Account in a manner that required me to pay the Estate \$ 1,475.97. The lawyer discovers that this is \$659.97 too much. I can't get the CPA (firm) or the lawyer to address this \$659.97 debt much less pay it back. This one is easy to see because it is clearly stated in the beginning of the Estate accounting as a *Debt from the Harold O'Connell Trust 659.97*. If you review the attached pages 1 through 17 that are part of this Twelfth Account you may notice that:

- The lawyer unilaterally hires the CPA into the Estate (page 1).
- The lawyer will seek my sister's approval to sue me if I don't file the Trust's Seventh Court Account early (page 1). The combined advice of the CPA(firm) and the lawyer force me to file it approximately eighteen months earlier than the Commissioner's scheduled date of October 20, 1993, because I cannot convince my sister, Jean Nader, that their combined advice is wrong (pages 5, 6 and 7). This places the filing of the Trust Account before the filing of the Estate Tax Return that is due on June 15, 1992. This makes it easier to entangle the Trust accounting with the Estate Tax Return accounting and make it appear to my family that the estate was damaged by my management of the Trust.
- The lawyer's letter of April 22, 1992 lists a *Debt from the Harold O'Connell Trust 659.97* (page 3) even though I do not sign or submit the Trust's Seventh Court Account that created the \$659.97 debt until May 11, 1992 (page 8). The lawyer's letter of May 19, 1992 makes it appear that he doesn't know what this \$659.97 is about and that it is my fault (pages 9 and 10).
- This \$659.97 debt is reported to the IRS (page 16). But when I ask the lawyer and CPA (firm) about this \$659.97 debt they avoid it (page 15), don't know what I'm talking about (text box on page 16), or don't respond (page 17).

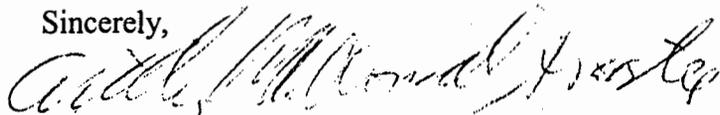
Do any of you have the power to compel the CPA (firm) and the lawyer to:

1. Explain why they created this \$ 659.97 debt.
2. Explain why I am made to appear responsible for it.
3. Show exactly where this \$ 659.97 debt is now.
4. Pay the \$ 659.97 back from the estate to the trust.
5. Do it without inflicting anymore cost and conflict on any member of my family.

I want to keep this simple but you have to understand that the CPA (firm) and the lawyer avoid accountability by using a trusting family member, with no accounting background, such as my sister, Jean Nader, co-executor, to cover for them. Please note the advice that the lawyer expects Jean Nader to rely upon in his letter of April 22, 1992. Jean Nader is innocent and is being used. She does not understand that she is being used. She is not responsible for what the CPA (firm) and the lawyer did. She did not do the accounting. I did not do the accounting. The CPA (firm) and lawyer did the accounting. They will use Jean Nader again and again and again. She has been led to believe that keeping estate accountings a secret is being loyal to our mother (which makes me appear disloyal). You have to go around Jean Nader to compel the CPA (firm) and the lawyer to be accountable. Please; positively, absolutely, completely, and without exception, do not allow the CPA (firm) and the lawyer to inflict anymore cost and conflict on any member of my family. If you don't have the power to compel the the CPA (firm) and the lawyer to expose and remove the entanglements they created, please understand how I can't.

I would appreciate any effort you might make. Thank you.

Sincerely,



Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

Copy to:

Ms. Jo Anne Barnes, CPA

Mr. Ed White, Attorney and Co-Executor

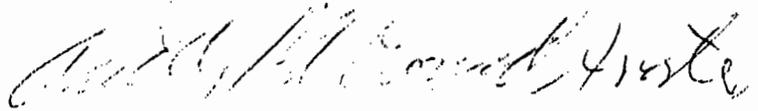
Ms. Jean Nader, Beneficiary and Co-Executor

Ms. Sheila O'Connell, Beneficiary

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Twelfth Account
Covering the period from 1/1/96 to 12/31/96

(This is not a Final Account)

Description	Assets Received (or on hand)
Balance brought forward from the Eleventh Account: (Based on the known information and understanding at that time)	\$ 000.00
Due from the Estate of Jean M. O'Connell:	\$ 659.97
<i>Are there any other debts which your mother owed the Trust?</i> (From the lawyer's letter of May 19, 1999. For me to find that out requires that I have access to all the estate accountings.)	?
Known balance due from the Estate of Jean M. O'Connell at this time:	\$ 659.97



Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314
—
TELEPHONE 836-5444

This letter is a rare look at
the secret advice given to
a trusting family member

April 22, 1992

Mrs. Jean M. Nader
350 Fourth Ave.
New Kensington, Pa. 15068

Re: Disbursement

Dear Jean,

Enclosed is an agreement which should satisfy Tony as to the car. It cannot be any clearer.

Also enclosed is a preliminary analysis of the estate tax, which should be close to being accurate. I do need to check with Jo Ann Barnes as to a technical question as to whether or not any of your father's trust comes into this. I do not think it does, but there have been many changes in the law since that trust was established. I will have to ask her to bill us for that advice and any other technical tax matters I am not comfortable with. I can do most of the rest of the tax work and save the estate some money.

The executors' commission shown on the analysis is not figured on the value of the realty; however it does not include the 5% commission on the receipts of the estate in addition to the inventory.

In order to file that return and the subsequent Fiduciary Income tax return we will need an accounting from Tony from the date of his last accounting to the date of death. If he does not want to prepare it, I will not agree to any preliminary disbursement to him at all, and will seek your approval to file suit against him to compel the accounting, plus damages to the estate for his delay. Since that trust terminated on your mother's death, his final accounting is due now and not in October.

There will be no further explanations or written entreaties to him as far as I am concerned. He has the duty and he will perform it under a court order if necessary. Of course he will furnish that receipt.

The preliminary analysis contains three alternatives on Accotink at the bottom for your consideration.

In the event that we do seek a reduction in the assessment Tony will be given written notice that his prompt cooperation is necessary and that if he fails to cooperate that he is aware of the

adverse consequences to the estate and is responsible for them.

As far as further steps are concerned, we have a lot to do. No gift tax returns were filed for 1989 and 1991 which will have to be done. The results of those gifts are factored in under "Unified Credit used for gifts 9,784".

The paper trail in the court and IRS is as follows:

- File Estate tax by June 15, 1992
- File First Accounting (16 months after qualification but can be sooner)
- Ask for posting of Debts and Demands against the estate.
- File Fiduciary Income tax returns for period 9/15/91-9/15/92, due January 1, 1993.
- File Motion for a Show Cause why distribution should not be made. Submit Show Cause Order.
- Request Executor's exoneration letter from IRS and Virginia.
- Obtain closing letter from IRS and Virginia as to estate tax returns.
- File 1993 Fiduciary tax returns (Sept. 1992-distribution)
- File for Order allowing distribution.
- Distribute estate.
- File Final Accounting.

Normally distribution is withheld until the Order of Distribution is entered. As I indicated the creditors have one year to press claims against the estate. No prudent executor will distribute before that period, the entry of the Order of Distribution and the receipt of the tax closing letters.

Sincerely



Edward J. White

EJW/e
Encl.

JH. NOTES. STOCKS & BONDS

ck Wash Gas Light Co. 8/1/91	105.00
ck Signet 8/5/91	39.60
ck A. G. Edwards 8/15/91	2,346.63
ck Kemper Mun Bond Fund 4/30/91	162.86
ck Kemper Mun Bond Fund 5/31/91	162.86
ck Kemper Mun Bond Fund 7/31/91	162.86
ck Kemper Mun Bond Fund 8/30/91	162.86
Ck Nuveen Fund 3/1/91	63.00
Ck Nuveen Fund 5/1/91	63.00
ck Nuveen Fund 6/3/91	63.00
ck Nuveen Fund 8/1/91	66.50
ck Nuveen Fund 9/3/91	66.50
ck American Funds 9/9/91	424.76
Sovran Bank #4536-2785	3,310.46
First Virginia Bank #4076-1509	22,812.52
Fx Co. Ind Dev Bond	109,587.00
Franklin Va. Fund 4556.001 sh	50,507.84
Investment Co. of America 3861.447 sh	65,663.91
Kemper Mun Bond Fund 2961.152 sh	30,396.23
Nuveen Premium Inc Mun Fund 700 sh	6,450.50
Washington Gas Light Co. 200 sh	6,375.00
Signet Banking Corp 198 sh	4,331.25
Lynch Properties note	518,903.26
Travelers Check	20.00
1988 Plymouth Van	8,000.00
Am Funds 5/10/91	326.60
JSAA Subscriber savings acct	25.10
SUB TOTAL	830,599.10

OTHER ASSETS

1990 Virginia Tax refund	1,605.58
Debt from Harold O'Connell Trust	659.97
Blue Cross refund	88.78
SUB TOTAL	2,354.33

JOINT ASSETS

Ballmark Bank #1107849600	40,796.81
---------------------------	-----------

REAL ESTATE

.5 acres Fairfax Co. Va. 53.9006% interest	323,403.60
--	------------

TOTAL ASSETS	1,197,153.84
--------------	--------------

DEBTS

Colonial Emerg Phys (med bill)	10.40
Fairfax Circ Ct. letters	14.00
Sean M. Nader probate tax reimb	1,269.00
Sovran Bank Car loan payoff	1,364.97
Checks	15.89
Commissioner of accounts Inventory	61.00
IRS 1991 1040 return	15,332.00
Va. Dept Tax 1991 return	2,856.00
Sean M. Nader, bills pd	8,559.00
Sheila Ann O'Connell-Shevenell, cem bill	475.00
Co-Executors' Commission	41,529.96
Commissioner of Accounts fee for Accounting	1,048.25

TOTAL DEBTS AND EXPENSES	72,535.46
--------------------------	-----------

M. O'CONNELL ESTATE TAX ANALYSIS

TAX COMPUTATION

GROSS ESTATE		1,197,153.84		
DEBTS & EXPENSES		72,535.46		

TAXABLE ESTATE		1,124,618.38	ACC 75% 1,043,767.48	ACC 60% 995,256
PROVISORY TAX 41% bracket		396,893.53	363,744.67	343,950
Unified Credit before gift comp	192,800			
Unified Credit used for gifts	9,784			
UNIFIED CREDIT		183,016.00	183,016.00	183,016
CREDIT FOR VIRGINIA TAX		40,375.58	35,201.12	32,934
NET FEDERAL TAX		173,501.96	145,527.55	127,999
VIRGINIA TAX		40,375.58	35,201.12	32,934
		-----	-----	-----
TOTAL ESTATE TAXES		213,877.53	180,728.67	160,934

This letter of April 22, 1992 shows that the lawyer knew that there was a \$659.97 debt created by the Trust's Seventh Court Account (see arrow) before I signed or submitted the Trust's Seventh Court Account on May 11, 1992. On May 19, 1992, the lawyer makes it appear to Jean Nader that I am responsible for the \$659.97 debt the CPA (firm) created.

The Trust has no responsibility to the Estate except, like any other income-producing source for Jean O'Connell, to report her income to the Estate. To recognize how outrageous this letter is please imagine that I am a bank where my mother has a saving account.

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
May 6, 1992

Mrs. Jean Nader
350 4th Avenue
New Kensington. Penn 15068

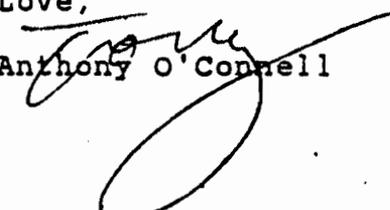
Dear Jean,

I will send you and Mr. White a copy of the court accounting from the trust for the period 1/1/91 thru 12/31/91 by the end of this month. If that is not soon enough please let me know and I will do what I can. It is all but complete but I want to go over it again and possible make some adjustments. The estate may owe the trust something. That would be to the beneficiaries benefit because that would avoid the estate tax so the eventual distribution to the beneficiaries would be greater. As you can see from the attached enclosure, the Commissioner of Accounts has advised me that this account is not due until 10-20-93.

If there is any other information Mr. White needs from the trust, he should write to me, the trustee, telling me what it is. If he is not willing to do this, I can not be responsible. Mr. White position as co-executor allows him no authority over the trust. He should not charge us extra to find that out.

Please tell me if there is anything else you need besides the 1991 court accounting from the trust, or of any other way I can be of help to you. For a second opinion on anything, I would suggest you call Mr. Ed Prichard of McGuire, Woods, Battle & Boothe at {703} 712-5000. I will take care of any fees you incur.

Love,


Anthony O'Connell

Enclosure (1)

Copy
Mr. White

My advice to my sister that the Trust's Seventh Court Account is not due until October 20, 1993, even with the documentation from the Commissioner of Accounts Office, is no match against the combined advice of the CPA (firm) and the Lawyer.



JESSE B. WILSON, III.
COMMISSIONER OF ACCOUNTS

COMMISSIONER OF ACCOUNTS OFFICE
CIRCUIT COURT OF FAIRFAX COUNTY

FAIR OAKS PLAZA, SUITE 500
11350 RANDOM HILLS ROAD FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 385-0268



ROBERT J. McCANDLISH, JR.
DEPUTY COMMISSIONER OF ACCOUNTS

4-22-92

Anthony M. O'Connell
6541 Franconia Road
Springfield, VA 22150

My advice to my sister that the Trust's Seventh Court Account is not due until October 20, 1993, even with the documentation from the Commissioner of Accounts Office, is no match against the combined advice of the CPA (firm) and the Lawyer.

RE: Harold O'Connell Trust
FIDUCIARY NO: 021840

Please be advised that the 6th Accounting, filed with this office on 6/28/91, and posted for 7/1/91, was approved on 4-18-92, and was, or is being, sent to the Clerk of the Circuit Court of Fairfax County, for filing therein, on 4-22-92

Jesse B. Wilson, III
Commissioner of Accounts

Robert J. McCandlish, Jr.
Deputy Commissioner of Accounts

Supporting vouchers
previously returned _____

Supporting vouchers
returned herewith

Your next Accounting is due in this office by 10-20-93.

BRUNER, KANE & McCARTHY, LTD.

INSTRUCTIONS FOR FILING COURT ACCOUNTING

1. All enclosed copies should be signed and dated.
2. File on or before April 30, 1992 or [] as soon as possible.
We recommend you mail the accounting, vouchers and payment by **CERTIFIED MAIL - RETURN RECEIPT REQUESTED** and keep your receipts.
3. Remit \$ 50 with accounting, payable to:
Commissioner of Accounts
4. File two copies with:

<input type="checkbox"/> Henry A. Thomas, Esq. Commissioner of Accounts 520 King Street - Suite 306 Alexandria, Virginia 22314	<input type="checkbox"/> Gordon P. Peyton, Esq. Asst. Commissioner of Accounts 1216 King Street Alexandria, Virginia 22314
<input checked="" type="checkbox"/> Jesse B. Wilson, III, Esq. Commissioner of Accounts Fair Oaks Plaza - Suite 500 11350 Random Hills Road Fairfax, Virginia 22030	<input type="checkbox"/> _____ _____ _____ _____
- [] USE ATTACHED ENVELOPE
- [] You should submit vouchers or cancelled checks as evidence of disbursements.
5. Each executor or beneficiary should be given a copy.

The CPA (firm)'s advice to file the Trust's Seventh Court Account on or before April 30, 1992, rather than on or before the scheduled date of October 20, 1993, is similar to the lawyer's advice of April 22, 1992: **In order to file that return and the subsequent Fiduciary Income tax return we will need an accounting from Tony from the date of his last accounting to the date of death. If he does not want to prepare it, I will not agree to any preliminary disbursement to him at all, and will seek your approval to file suit against him to compel the accounting, plus damages to the estate for his delay. Since that trust terminated on your mother's death, his final accounting is due now and not in October [October 20, 1993].**
 From the lawyer's letter of April 22, 1992

My advice to my sister that the Trust's Seventh Court Account is not due until October 20, 1993, even with the documentation from the Commissioner of Accounts Office, is no match against the combined advice of the CPA (firm) and the Lawyer.

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

ESTATE OF TRUST U/W OF H.A. O'CONNELL

ACCOUNT OF Anthony O'Connell, Trustee

FIDUCIARY # 21840

Number of this account Seventh Account

Covering period from 1/1/91 to 12/31/91

DESCRIPTION	ASSETS RECEIVED (or On Hand)	DISBURSEMENTS
ASSETS HELD ON DECEMBER 31, 1991 FOR FUTURE ACCOUNTING		
Lynch Note		\$ 428,277.21
46.0994% interest in 15 acres		34,574.55
Cash - Continental checking		43,302.55
Computer		2,100.00
Payable to the Estate of Jean M. O'Connell		
Deficit per 3 rd Account	\$ (5,906.72)	
Deficit per 4 th Account	(687.03)	
Income per 5 th Account	5,796.98	
Deficit per 6 th Account (restated)	(2,908.97)	
	\$ (3,705.74)	
Income per 7 th Account	5,181.71	
	\$ 1,475.97	
TOTAL ASSETS HELD FOR FUTURE ACCOUNTING		\$ 508,254.31
TOTALS	\$ 675,522.42	\$ 675,522.42

Vouchers in support of disbursements are submitted herewith.

5/11/92
Date

Anthony O'Connell, Trustee
Anthony O'Connell, Trustee

This makes me appear responsible for what the CPA (firm) and lawyer did. The CPA (firm) does not have to sign as Preparer. You could not tell from looking at this that, (1) I was forced to submit it approximately 18 months before it was due, that (2) an entanglement was created, and that (3) I don't have the power to clean it up.

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-8444

May 19, 1992

Mr. Anthony M. O'Connell
c/o Edgar A. Prichard, Esq.
8280 Greensboro Dr.
#900
McLean, Va. 22102

Re: Estate of Jean M. O'Connell

Dear Mr. O'Connell,

In your letter of May 6 to Jean you asked that I communicate with you with regard to the Harold O'Connell Trust.

I am trying to prepare the estate tax, and as usual in these cases, there are problems trying to understand the flow of debts and income.

I do have a few questions which are put forward simply so that the figures on the Trust's tax returns and accounting will agree with the estate's.

1. The K-1 filed by the Trust for 1991 showed income to your mother of \$41,446.00. The Seventh Accounting appears to show a disbursement to her of \$40,000.00 plus first half realty taxes paid by the trust for her and thus a disbursement to her of \$1794.89. If these two disbursements are added the sum is \$41,794.89. This leaves \$348.89 which I cannot figure out. It could well be a disbursement of principal and not taxable.

2. The K-1 filed by the Trust showed a payment of \$816.00 in interest to the estate. You sent a check in the amount of \$1475.97 to the estate. What was the remaining \$659.97? Do I have this confused with the tax debt/credit situation which ran from the Third Accounting?

3. On the Seventh Accounting "Income per 7th Account" is shown as \$5181.71, but I cannot figure that one out either.

I am of the opinion that the estate owes the trust for the second half real estate taxes from September 15, 1991 through December 31, 1991 in the amount of \$1052.35. This is shown on your accounting as disbursed to the heirs. Should this be paid back to the heirs or to the Trust?

I believe that the income received from the savings accounts

from September 15 to the date the various banks made their next payment to the Trust (9/30 and 9/21) should be split on a per diem basis, since the Trust terminated on her death. This will be a small amount of course.

Are there any other debts which your Mother owed the Trust?

I realize that Jo Ann Barnes prepared this and if you authorize it I can ask her to help me out.

Please understand that I have no problem with the Accounting, I m just trying to match things up. In the long run, since the beneficiaries are the same, the matter is academic.

Please send the bill for the appraisal whenever you receive it. Jean is filing the Fairfax form for re-assessment in her capacity as a co-owner in order to give us a better basis to get this assessment changed and to meet the county's deadline. It will state that the appraisal you have ordered will follow. I think this will be to all of your benefit in the long run.

Sincerely,



Edward J. White

EJW/e

Copy to: Jean M. Nader



This makes it appear to my sister that I am responsible for what the CPA(firm) did.

“ Due to a personal vendetta with me, Mr. O’Connell, obviously without the sanction of his counsel, has decided to voice any conceivable complaint about the administration of his mother’s estate by his sister and myself. All of his efforts have been rebuffed.....The Show Cause and Order of Distribution procedure is a proforma matter for the benefits of creditors and Mr. O’Connell is not entitled to notice unless he is a creditor...”

From the lawyer’s letter of November 12, 1993 to Judge Bach.

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
May 29, 1992

Mr. Ed White, Attorney
118 South Royal Street
Alexandria, Virginia 22314

Reference: Your letter of May 19, 1992

Dear Mr. White:

Thank you for your letter concerning the Seventh Trust accounting. In the future would you please send letters concerning me or the trust directly to me? It will save the beneficiaries attorney expense. I would appreciate you sending a copy to Mr. Prichard.

I talked with Mr. Forrest Balderson today. Mr. Balderson prepared the account and states that the numbers are correct. He reminded me that court accounting and taxable accounting are different animals and often do not match. I believe this applies to your questions in paragraphs 1 and 2. Please feel free to call Mr. Balderson at (703) 549-7800.

I will try to address your paragraph 3. Rather than wait until the end of each year and calculate the exact net income of the trust to be distributed to my mother, I estimated the net income in April so I could make the distribution to her immediately after the trust received the annual April payment. The consequent year end adjustments were:

Third Account	\$ -5,906.72	{Mother owed to trust}
Fourth Account	- 687.03	{Mother owed to trust}
Fifth Account	+5,796.98	{Trust owed to mother}
Sixth Account	<u>-2,908.97</u>	{Mother owed to trust}
Net carryover	\$ -3,705.74	{Mother owed to trust}
Seventh Account, 1991	\$ +5,181.71	{Trust owed to mother}

The net carryover of \$ -3,705.74 up to the seventh account combined with the \$ +5,181.71 of the seventh account netted \$1,475.97 the trust owed my mother. This is the \$ 1,475.97 check I mailed to you.

Mr. Balderson tells me he called you concerning the real estate taxes before he did the account and discussed it with you. Is it necessary to change it now?

My trust accounting is on a cash basis. I think a per diem split of the September interest would be accrual accounting. I don't think I can mix the two methods. If the Commissioner of Accounts says it's appropriate, it's fine with me.

At this point in time, I believe Mr. Balderson and I are of one mind that the estate does not owe the trust and the trust does not owe the estate.



I have a few questions concerning my mother's 1991 tax return.

1. My copy shows she should be penalized by IRS and Virginia because adequate estimated tax payments were not made after her death. I believe my sister is convinced I am responsible for this. If it is my fault, I will pay for it out of my pocket. I feel the other beneficiaries should not be charged for the negligence of another. Would you please lay out the specifics on what happened? Please be very specific.

2. My copy also does not show the principal of \$125,188.17 paid to my mother by the Lynch Note in April of 1991. It does show the interest. With a gross profit percentage of .79 on the installment sale, about \$ 98,898.65 of the \$125,188.17 should have been reported on line 13 of the 1040 as a capital gain. It appears that this omission is up and above the penalties and interest already acknowledged. Why was it not reported? Will you amend the return?

3. On Schedule B under dividend income, what is the significance of "***BAL ON 1040 OF JEAN NADER,SSN 225 50 9052"?

I look forward to your response.

Yours truly,



Anthony O'Connell

Enclosures:

Your letter of May 19, 1992

IRS Form 1040, Schedule B and Waiver of Penalty Request for Jean O'Connell, 1991. The other IRS forms attached to this return were not included in this enclosure.

Copies to:

Mr. Ed Prichard
Mr. Forrest Balderson
Ms. Jean Nader
Ms. Sheila O'Connell

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
January 21, 1993

Ms. Joanne Barnes
Bruner, Kane & McCarthy, LTD
Post Office Box 1250
Alexandria, Virginia 22313

Dear Ms. Barnes:

The Commissioner of Accounts Office tells me they can not approve the Seventh Account your office prepared (enclosure 1). I understand the court account requires a separation of income and capital. Would you be willing to have these corrections made?

Would you be kind enough to answer a question of mine on total distributions?

The 1991 "TOTAL DISTRIBUTIONS" amount in the Seventh Account, page 3, is \$148,589.78, and the "Total distributions" amount on Form 1041, Schedule B, line 13, is \$146,795. I understand the Court Account amount of \$148,589.78 but not the Form 1041 amount of \$146,795. Because the "Total distributions" on Form 1041 includes "Other amounts paid, credited, or otherwise required to be distributed"* from line 12, I'm thinking the total distributions on Form 1041 should be \$150,065.75. I'm probably wrong, so please tell me why.

\$ 40,000.00	income distribution to primary beneficiary
105,000.00	distributions to secondary beneficiaries
1,794.89	real estate taxes-1st half, primary beneficiary
(\$146,794.89)	
1,794.89	real estate taxes-2nd half, secondary beneficiaries
(\$148,589.78)	
*1,475.97	balance of income owed my Mother before her
	death in 1991 but not paid until 1992.
<u>\$150,065.75</u>	



*Would you tell me how I should treat this \$1,475.97 with respect to a K-1 and in what year? I thank you in advance.

Sincerely,

Anthony O'Connell
Anthony O'Connell

Enclosure: Commissioner of Accounts letter of January 12, 1993

KELLER BRUNER & COMPANY, P.C.

Certified Public Accountants • Management Consultants

February 12, 1993

Mr. Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Re: Trust u/w of H. A. O'Connell

Dear Mr. O'Connell:

Joanne Barnes has asked me to respond to your letter of January 21, 1993 concerning the differences in the "Total distributions" from the court accounting and the fiduciary return. I will also try to answer the other questions in your letter.

The amount on Page 2, Line 12 of Form 1041 in the amount of \$146,795 is the figure on a workpaper which I previously gave to you (copy attached). Listed below, again in another format, is how that \$146,795 was arrived at:

Mrs. Jean M. O'Connell	
Check #230	\$ 40,000.00
Check #251 (R E taxes)	
(\$3,330 x 53.9006%)	1,794.89
Sheila O'Connell	
Check #268	20,000.00
Check #276	15,000.00
Jean Nader	
Check #267	20,000.00
Check #277	15,000.00
Anthony O'Connell	
Check #269	20,000.00
Check #278	<u>15,000.00</u>
Total amount of checks	<u>\$ 146,794.89</u>

700 N. Fairfax Street • Suite 400 • P.O. Box 1250 • Alexandria, Virginia • 22313
(703) 549-7800 FAX (703) 836-5591

Member American Institute of CPAs and the American Group of CPA Firms
Affiliate Offices in Major Cities Throughout the USA
Internationally - Dunwoody, Robson, McGladrey and Pullen, with Affiliate Offices Worldwide

Mr. Anthony O'Connell
February 12, 1993

Page 2

The \$146,794.89 or \$146,795 was the total amount of cash distributed to the beneficiaries or heirs of this trust during the calendar year 1991.

The \$1,794.89 of real estate taxes which you as Trustee paid on behalf of the three heirs (Shelia O'Connell, Jean Nader and Anthony O'Connell) was an obligation owed directly by the three heirs as your mother's interest in this real estate passed directly to each of you at her death. When you received the K-1's for 1991, attached was a schedule for each of you to report 1/3rd of these real estate taxes on your individual income tax returns.

The final point in your letter is in regards how to treat the \$1,475.97 of cash which was paid to your mother's estate in 1992. This is just a cash transfer to cure a cash deficiency as of the date of death and **NOTHING** else. On page 4 of the Seventh Account, your mother owed the Trust at the end of the Sixth Account \$3,705.74 but you had underdistributed \$5,181.71 of cash through her date of death. The \$1,475.97 just completes what was due her. The transfer to her estate has no tax effect for either 1991 or 1992.

I hope that the foregoing has answered your various questions. I am also returning to you, the letter which you sent with your letter of January 21, 1993. I have made a copy of it for our files.

Very truly yours,

KELLER BRUNER & COMPANY, P.C.


Forest N. Balderson

FNB/hoc
Enclosures

The CPA firm does not mention the \$816.00 or the \$659.97 in this letter. I could not find the \$816.00 or the \$659.97 in the three spreadsheets I obtained. I believe the CPA firm intentionally had me pay from the trust to the estate, more than necessary, so as to create an accounting entanglement of a debt ($\$1,475.69 - \$816.00 = \$659.97$ overpayment or debt)

Date of: JEAN M. O'CONNELL

SCHEDULE F—Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see the Instructions for Schedule E.)
 (If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

	Yes	No
1 Did the decedent at the time of death own any articles of artistic or collectible value in excess of \$3,000 or any collections whose artistic or collectible value combined at date of death exceeded \$10,000? If "Yes," full details must be submitted on this schedule		X
2 Has the decedent's estate, spouse, or any other person, received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," full details must be submitted on this schedule		X
3 Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held in joint names of decedent and another, state name and relationship of joint depositor.	X	

If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.

Item number	Description <small>For securities give CUSIP number if available</small>	Alternate valuation date	Alternate value	Value at date of death
1	1988 Plymouth Van			8,000.00
	INCOME WITH RESPECT TO DECEDENT			
2	Interest owed on Lynch Properties Note described in Schedule C			18,150.57
3	Virginia 1990 tax refund			1,605.58
4	Blue Cross payment due			88.78
4	Interest due Harold O'Connell Trust			816.00
5	Debt due from Harold O'Connell Trust			659.97
	(TOTAL IRD 21,320.90)			
6	TWO CEMETARY LOTS FAIRFAX MEMORIAL PARK FAIRFAX VIRGINIA <u>AMENDED_ITEM</u>			2,000.00

Your question regarding the wording of Schedule F of the estate tax return which was filed in September 1992, implying something or another, makes no sense at all.
 From the lawyer's letter of July 20, 1995

Note: The lawyer told the IRS in Schedule F of (1) the Estate Tax Return of September 1992, in (2) the First Amended Estate Tax Return of June 1993, and in (3) the Second Amended Estate Tax Return of April 1995, that there was a:
Debt due from Harold O'Connell Trust 659.97

Total from continuation schedule(s) (or additional sheet(s)) attached to this schedule	XXXXXX
TOTAL (Also enter on Part 5, Recapitulation, page 3 at item 6)	31,320.90

Anthony O'Connell
216 Governors Lane
Suite 12
Harrisburg, Virginia 22801
March 4, 1996

Ms. Jo Anne Barnes, CPA
Bruner, Kane & McCarthy, Limited
700 North Fairfax
Alexandria, Virginia 22313
(703) 549-7800

Ref: Estate of Jean O'Connell
Trust u/w of Harold O'Connell

Dear Ms. Barnes:

Would you be kind enough to explain item 4 and 5 of Schedule F,
of my mother's estate tax return?

4	Interest due Harold O'Connell Trust	816.00
5	Debt due from Harold O'Connell Trust	659.97

I thank you in advance.

The CPA (firm) did not
respond to this letter.

Sincerely,

Anthony O'Connell

Enclosure: Schedule F of the estate tax return of Jean O'Connell

Anthony M. O'Connell
Trustee u/w of H. A. O'Connell
216 Governor's Lane Apt 12
Harrisonburg, Virginia 22801
September 10, 1999

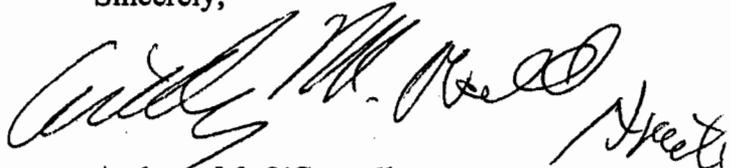
Commissioner of Accounts
Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030

Reference:
Trust u/w H. A. O'Connell
Fiduciary Number 21840
Twelfth Account covering the period
1/1/96-12/31/96
Your invoice no. 99001003 dated
August 18, 1999

Dear Commissioner of Accounts:

Per your invoice 99001003 a check for \$25.00 is enclosed for a delinquency fee and a check for \$113.00 is enclosed for the balance due for the filing and recording fee.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony M. O'Connell". The signature is written in a cursive style and is positioned above the printed name.

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

Enclosure 3



Jesse B. Wilson, III
Commissioner of Accounts

Commissioner of Accounts Office
Circuit Court of Fairfax County
Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030
Telephone (703) 385-0268



Peter A. Arntson
Deputy Commissioner of Accounts

August 18, 1999

Anthony M. O'Connell
216 Governor's Lane
Apt 12
Harrisonburg, VA 22801

Re: Harold O'Connell Trust
Fiduciary No. : 021840

INVOICE NO. 99001003

FOR FILING AND RECORDING:

08/12/99	12th Interim Accounting Fee	\$113.00
----------	-----------------------------	----------

FOR DELINQUENCY ACTION:

(Late fees are charged against the fiduciary and not the estate.)

08/12/99	Delinquency Fee - 12th Interim Acctg	25.00
----------	--------------------------------------	-------

BALANCE DUE - DELINQUENT	\$25.00
--------------------------	---------

BALANCE DUE - FILING FEE	\$113.00
--------------------------	----------

Please make BOTH checks payable to "Commissioner of Accounts" and remit to the above address. Payment for delinquent fees must be paid from a personal account, not an estate account. If you have any questions regarding this invoice, please contact our office.

Fees are based on the Virginia Uniform Fee Schedule effective 8/1/96.

INVOICE 99001003

ANTHONY M. O'CONNELL 3-96
216 GOVERNORS LANE, SUITE 12
HARRISONBURG, VA 22801

68-72874
2514
534056370

666

DATE 8/10/99

PAY TO THE ORDER OF Commissioner of Accounts \$ 25.00
Twenty five dollars & no cents

BLACK DIAMOND SAVINGS BANK
440 S. MAIN STREET
HARRISONBURG, VIRGINIA 22801

MEMO Delinquency Fee 12th Act Anthony M. O'Connell

1: 25 47 28 7 21: 53 4056370 0666

Trust you of H. O'Connell

ANTHONY M. O'CONNELL 3-96
216 GOVERNORS LANE, SUITE 12
HARRISONBURG, VA 22801

68-72874
2514
534056370

667

DATE 7/10/99

PAY TO THE ORDER OF Commissioner of Accounts \$ 113.00
one hundred and thirteen dollars & no cents

BLACK DIAMOND SAVINGS BANK
440 S. MAIN STREET
HARRISONBURG, VIRGINIA 22801

MEMO Filing & recording fees 12th Act Anthony M. O'Connell

1: 25 47 28 7 21: 53 4056370 0667



Jesse B. Wilson, III
Commissioner of Accounts

Commissioner of Accounts Office
Circuit Court of Fairfax County

Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030
Telephone (703) 385-0268



Peter A. Arntson
Deputy Commissioner of Accounts

August 8, 2000

Mr. Anthony M. O'Connell
216 Governors Lane
Apt. #12
Harrisonburg, Virginia 22801

**RE: Estate of Jean M. O'Connell
Fiduciary No. 49160**

Dear Mr. O'Connell:

This will acknowledge receipt of a copy of your letter of July 24, 2000 to Judges of the Nineteenth Judicial Circuit Court of Virginia.

While I do not presume to speak for the Court or any of the Judges, I think that it is safe to say:

(1) the Court is not organized or constituted for the purpose of conducting the sort of investigation required to establish the facts that you allege in your letter. The Court can only decide cases based on evidence produced by others;

(2) the officials who are responsible for conducting investigations of alleged crimes in Virginia are the Commonwealth Attorneys (the prosecutors) in each jurisdiction and the police departments and their detectives. If the available facts are sufficient to convince the Commonwealth's Attorney that it can be proved that a crime has been committed, and that a prosecution is not barred by the statute of limitations, his/her job is to bring the matter before the Court.

I hope this will be helpful.

Very truly yours,

Jesse B. Wilson, III
Commissioner of Accounts

JBW:jcs

cc: Honorable F. Bruce Bach, Chief Judge

Enclosure 4

For the reasons given in the Trustee's letter of July 24, 2000, this path will not expose the accountings for the Estate of Jean M. O'Connell or remove the accounting entanglements between the Trust u/w of H. A. O'Connell and the Estate of Jean M. O'Connell.



Jesse B. Wilson, III
Commissioner of Accounts

Commissioner of Accounts Office
Circuit Court of Fairfax County

Fair Oaks Plaza
Suite 500
11350 Random Hills Road
Fairfax, Virginia 22030
Telephone (703) 385-0268



Peter A. Arntson
Deputy Commissioner of Accounts

August 8, 2000

Mr. Anthony M. O'Connell
216 Governors Lane
Apt. #12
Harrisonburg, Virginia 22801

**RE: Harold A. O'Connell Trust;
Fiduciary No. 21840**

Dear Mr. O'Connell:

Enclosed please find a copy of my report approving your 11th account as trustee in the above matter as your Final Account. As you will see from the report, it appears to me from the information you have provided that the \$659.97 debt you report is not a trust asset. Even if the debt existed as you suggest, it's collectability would be so problematic and uncertain, and the effort so costly, as to render it worthless and make reasonable a decision for it to be abandoned as an asset. It certainly should not be the basis for keeping this trust estate open and requiring the filing of annual accounts indefinitely.

In the event that the trustee is successful in recovering \$659.97 or any other funds which are proper trust assets to be accounted for, such may be reported to the Commissioner of Accounts by an Amended Inventory and, thereafter, accounted for by proper accounts.

If you disagree with this action by me, you may file exceptions with the Court within fifteen (15) days of the filing of my report and take the matter up directly with the Court.

Very truly yours,

Jesse B. Wilson, III
Commissioner of Accounts

JBW:jcs

Accounting entanglements

The accounting trail $1,475.97 - 816.00 = 659.97$ is the simplest example of an accounting entanglement. An accounting entanglement is used as a wedge and takeover tool and as cover. Whoever controls the accounting entanglements controls the people and assets that are entangled. Small amounts are used to make them appear insignificant. They are ubiquitous; all seven notes at Bk467p193-p194 describe what are actually accounting entanglements; all but note six are made to appear as if the family created them.

Enclosure 5

For the reasons given in the Trustee's letter of July 24, 2000, this path will not expose the accountings for the Estate of Jean M. O'Connell or remove the accounting entanglements between the Trust u/w of H. A. O'Connell and the Estate of Jean M. O'Connell.

IN THE OFFICE OF THE COMMISSIONER OF ACCOUNTS
CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

**IN RE: Estate of Harold A. O'Connell,
Trust
Fiduciary No. 21840**

**COMMISSIONER'S REPORT
APPROVING FINAL ACCOUNT**

The issue here is not the Estate of Harold A. O'Connell but the Trust u/w of Harold A. O'Connell. They are two separate Court Accounts. It is important to not confuse the two.

To the Honorable Judges of Said Court:

1. By a Tenth Account duly filed herein and approved by the undersigned on August 25, 1995, the trustee herein, Anthony M. O'Connell, properly accounted for all of the remaining assets reported as being assets of the trust created by the will of Harold O'Connell and reported a zero balance on hand. A copy of said account is filed herewith as Exhibit 1.

2. By an Eleventh Account, Anthony M. O'Connell, trustee, again reported zero assets on hand and no receipts or disbursements. A copy of said account is filed herewith as Exhibit 2.

3. Both the Tenth and Eleventh accounts carried the notation "This is not a final account".

4. In the ordinary case, an account which shows the distribution of all remaining assets is filed as a Final Account, and its approval terminates the fiduciary's responsibility to the Court and permits the Commissioner of Accounts to close the file.

5. The said trustee has also filed a Twelfth Account in which he reports as an asset \$659.97 "due from the Estate of Jean M. O'Connell". A copy of that "account" is enclosed herewith as Exhibit 3.

6. The Estate of Jean M. O'Connell, deceased, Fiduciary No. 49160, was closed in the Commissioner of Accounts office after approval of a Final Account on May 31, 1994.

7. The said \$659.97 was the subject of correspondence between the said trustee and Edward J. White, attorney and co-executor of the estate of Jean M. O'Connell, copies of which are attached hereto as Exhibits 4 and 5. In his letter, Exhibit 5, the trustee explains that the \$659.97 is part of a net income payment of \$1,475.97 which the trust owed the estate of Jean M. O'Connell. In that same letter, the trustee states that "At this point in time, I believe Mr. Balderson and I are of one mind that the estate does not owe the trust and the trust does not owe the estate". Mr. Balderson was a CPA for the estate. Both of these letters were provided to the Commissioner of Accounts by the trustee in support of his "Twelfth Account".

8. The trustee also provided the Commissioner with a copy of a page from a "Jean M. O'Connell estate tax analysis" which shows \$659.97 under "Assets" of that estate as "Debt from Harold O'Connell Trust". A copy of that page is attached as Exhibits 6.

From a review of this information the Commissioner finds that there is no evidence to support an assertion by the trustee that the \$659.97 is an asset of the trust. To the contrary, it appears that either it is not a debt at all, or, from the estate's point of view, it was money owed by the trust to the estate, i.e. an asset of the estate of Jean M. O'Connell. That estate has been closed for more that six years.

Accordingly, the foregoing Eleventh Account of Anthony M. O'Connell, Trustee has been marked a "Final Account" by the undersigned and is hereby approved as a Final Account in the trust under the will of Harold A. O'Connell and is filed herewith.

In the event that the trustee is successful in recovering \$659.97 or any other funds which are proper trust assets to be accounted for, such may be reported to the Commissioner of Accounts by an Amended Inventory and, thereafter, accounted for by proper accounts.

GIVEN under my hand this 8th day of August, 2000.

Respectfully submitted,



Jesse B. Wilson, III
Commissioner of Accounts
Fairfax County, Virginia

JBW:jcs

Enc.: Exhibits, 1 - 6

cc: Anthony M. O'Connell, Trustee

FID.# 21840
 QUAL 6-27-96
 FILED 4-19-95
 PAID \$53.00
 TAPED 1/5/95
 POSTED \$1.95

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
 Trust u/w of H. A. O'Connell
 Fiduciary # 21840
 Anthony O'Connell, Trustee
 Tenth Account
 Covering the period from 1/1/94 to 12/31/94
 (This is not a final account)

Description	Assets Received (or on hand)
<hr/>	
Balance brought forward from Ninth Account:	
Checking Account, Crestar Bank	\$ 14,394.80 ✓
Total assets on hand 1/1/94	\$ 14,394.80

Receipts:

Interest, checking account, Crestar Bank

1/14/94	\$ 25.51	
2/14/94	26.94	
3/14/94	24.38	
4/14/94	29.23	
5/13/94	28.68	
6/14/94	32.24	
7/14/94	26.25	
		193.23 ✓

Reimbursement from trustee for trustee fee, as described in Ninth account	2,225.94
Total receipts	\$ 2,419.17 ✓

Vouchers in support of said disbursements are submitted herewith.

Anthony O'Connell, Trustee
Anthony O'Connell, Trustee

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Tenth Account
Covering the period from 1/1/93 to 12/31/94
(This is not a final account)

Description	Disbursements
-------------	---------------

Disbursements:

Filing fee, Ninth Account, ck# 109	\$ 53.00 ✓
Filing fee, Tenth Account, ck# 118	53.00 ✓
(Written on 7/12/94 to my personal checking account, in order to close out the trusts checking account. The enclosed check is, therefore, from my personal checking account).	

Reimburse trustee for out of pocket expenses (See supporting note 1)	
ck# 108 of 3/17/94 for \$ 144.22 ✓	
ck# 110 of 7/10/94 for \$ 179.40 ✓	

323.62 ✓

Attorney's	
ck# 106 of 3/12/94	\$390.00 ✓
ck# 107 of 3/18/94	180.00 ✓

570.00 ✓

Total Disbursements	\$ 999.62 ✓
---------------------	-------------

Vouchers in support of said disbursements are submitted herewith.

Anthony O'Connell, Trustee
page 2 *Anthony O'Connell, Trustee*

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Tenth Account
Covering the period from 1/1/94 to 12/31/94
(This is not a final account)

Description
Disbursements

Assets Received

(or on hand)

Distributions:

Jean Nader, ck# 119 of 7/12/94	\$ 5,271.45 ✓
Sheila O'Connell, ck# 120 of 7/10/94	5,271.45 ✓
Anthony O'Connell, ck# 121 of 7/10/94	5,271.45 ✓
Total Distributions	<u>\$ 15,814.35</u>

Vouchers in support of said disbursements are submitted herewith.

Anthony O'Connell, Trustee

page 3

Anthony O'Connell, Trustee

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Tenth Account
Covering the period from 1/1/93 to 12/31/94
(This is not a final account)

Summary

Beginning assets on hand 1/1/94	\$	14,394.80	
Total receipts		2,419.17	
Total assets			\$ 16,813.97 ✓
Less total disbursements	\$	999.62	
Less total distributions		15,814.35	
Total disbursements			\$ 16,813.97 ✓
Total assets on hand 12/31/94	\$	None	

Vouchers in support of said disbursements are submitted herewith.

Anthony O'Connell, Trustee

page 4

Anthony O'Connell,
Trustee

FID.# 21840
QUAL. 6/20/84
FILED 11-19-90
PAID \$53.00
TAPED
POSTED 5/6/96

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Eleventh Account
Covering the period from 1/1/95 to 12/31/95 ✓
(This is not a Final Account)

Description	Assets Received (or on hand)
Balance brought forward from Tenth Account:	\$ 00.00 ✓

Anthony O'Connell, Trustee

Anthony O'Connell, Trustee

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

Trust u/w of H. A. O'Connell

Fiduciary # 21840

Anthony O'Connell, Trustee

Twelfth Account

Covering the period from 1/1/96 to 12/31/96

(This is not a Final Account)

FID.# 21840
QUAL 6-20-99
FILED 8-12-99
PAID \$1130.00 + 25.00 ✓
TAPED 10
POSTED 9-7-99

Description	Assets Received (or on hand)
Balance brought forward from the Eleventh Account: (Based on the known information and understanding at that time)	\$ 000.00 ✓
Due from the Estate of Jean M. O'Connell:	\$ 659.97
<i>Are there any other debts which your mother owed the Trust?</i> (From the lawyer's letter of May 19, 1999. For me to find that out requires that I have access to all the estate accountings.)	?
Known balance due from the Estate of Jean M. O'Connell at this time:	<hr/> \$ 659.97 ✓

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

EDWARD J. WHITE
ATTORNEY AT LAW
116 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314
TELEPHONE 836-5444

May 19, 1992

Mr. Anthony M. O'Connell
c/o Edgar A. Prichard, Esq.
8280 Greensboro Dr.
#900
McLean, Va. 22102

Re: Estate of Jean M. O'Connell

Dear Mr. O'Connell,

In your letter of May 6 to Jean you asked that I communicate with you with regard to the Harold O'Connell Trust.

I am trying to prepare the estate tax, and as usual in these cases, there are problems trying to understand the flow of debts and income.

I do have a few questions which are put forward simply so that the figures on the Trust's tax returns and accounting will agree with the estate's.

1. The K-1 filed by the Trust for 1991 showed income to your mother of \$41,446.00. The Seventh Accounting appears to show a disbursement to her of \$40,000.00 plus first half realty taxes paid by the trust for her and thus a disbursement to her of \$1794.89. If these two disbursements are added the sum is \$41,794.89. This leaves \$348.89 which I cannot figure out. It could well be a disbursement of principal and not taxable.

2. The K-1 filed by the Trust showed a payment of \$816.00 in interest to the estate. You sent a check in the amount of \$1475.97 to the estate. What was the remaining \$659.97? Do I have this confused with the tax debt/credit situation which ran from the Third Accounting?

3. On the Seventh Accounting "Income per 7th Account" is shown as \$5181.71, but I cannot figure that one out either.

I am of the opinion that the estate owes the trust for the second half real estate taxes from September 15, 1991 through December 31, 1991 in the amount of \$1052.35. This is shown on your accounting as disbursed to the heirs. Should this be paid back to the heirs or to the Trust?

I believe that the income received from the savings accounts

EXHIBIT 4

Page 9

from September 15 to the date the various banks made their next payment to the Trust (9/30 and 9/21) should be split on a per diem basis, since the Trust terminated on her death. This will be a small amount of course.

Are there any other debts which your Mother owed the Trust?

I realize that Jo Ann Barnes prepared this and if you authorize it I can ask her to help me out.

Please understand that I have no problem with the Accounting, I m just trying to match things up. In the long run, since the beneficiaries are the same, the matter is academic.

Please send the bill for the appraisal whenever you receive it. Jean is filing the Fairfax form for re-assessment in her capacity as a co-owner in order to give us a better basis to get this assessment changed and to meet the county's deadline. It will state that the appraisal you have ordered will follow. I think this will be to all of your benefit in the long run.

Sincerely,



Edward J. White

EJW/e

Copy to: Jean M. Nader



This makes it appear to my sister that I am responsible for what the CPA(firm) did.

“ Due to a personal vendetta with me, Mr. O’Connell, obviously without the sanction of his counsel, has decided to voice any conceivable complaint about the administration of his mother’s estate by his sister and myself. All of his efforts have been rebuffed.....The Show Cause and Order of Distribution procedure is a proforma matter for the benefits of creditors and Mr. O’Connell is not entitled to notice unless he is a creditor...”

From the lawyer’s letter of November 12, 1993 to Judge Bach.

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
May 29, 1992

Mr. Ed White, Attorney
118 South Royal Street
Alexandria, Virginia 22314

Reference: Your letter of May 19, 1992

Dear Mr. White:

Thank you for your letter concerning the Seventh Trust accounting. In the future would you please send letters concerning me or the trust directly to me? It will save the beneficiaries attorney expense. I would appreciate you sending a copy to Mr. Prichard.

I talked with Mr. Forrest Balderson today. Mr. Balderson prepared the account and states that the numbers are correct. He reminded me that court accounting and taxable accounting are different animals and often do not match. I believe this applies to your questions in paragraphs 1 and 2. Please feel free to call Mr. Balderson at (703) 549-7800.

I will try to address your paragraph 3. Rather than wait until the end of each year and calculate the exact net income of the trust to be distributed to my mother, I estimated the net income in April so I could make the distribution to her immediately after the trust received the annual April payment. The consequent year end adjustments were:

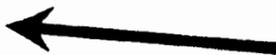
Third Account	\$ -5,906.72	{Mother owed to trust}
Fourth Account	- 687.03	{Mother owed to trust}
Fifth Account	+5,796.98	{Trust owed to mother}
Sixth Account	<u>-2,908.97</u>	{Mother owed to trust}
Net carryover	\$ -3,705.74	{Mother owed to trust}
Seventh Account, 1991	\$ +5,181.71	{Trust owed to mother}

The net carryover of \$ -3,705.74 up to the seventh account combined with the \$ +5,181.71 of the seventh account netted \$1,475.97 the trust owed my mother. This is the \$ 1,475.97 check I mailed to you.

Mr. Balderson tells me he called you concerning the real estate taxes before he did the account and discussed it with you. Is it necessary to change it now?

My trust accounting is on a cash basis. I think a per diem split of the September interest would be accrual accounting. I don't think I can mix the two methods. If the Commissioner of Accounts says it's appropriate, it's fine with me.

At this point in time, I believe Mr. Balderson and I are of one mind that the estate does not owe the trust and the trust does not owe the estate.



I have a few questions concerning my mother's 1991 tax return.

1. My copy shows she should be penalized by IRS and Virginia because adequate estimated tax payments were not made after her death. I believe my sister is convinced I am responsible for this. If it is my fault, I will pay for it out of my pocket. I feel the other beneficiaries should not be charged for the negligence of another. Would you please lay out the specifics on what happened? Please be very specific.

2. My copy also does not show the principal of \$125,188.17 paid to my mother by the Lynch Note in April of 1991. It does show the interest. With a gross profit percentage of .79 on the installment sale, about \$ 98,898.65 of the \$125,188.17 should have been reported on line 13 of the 1040 as a capital gain. It appears that this omission is up and above the penalties and interest already acknowledged. Why was it not reported? Will you amend the return?

3. On Schedule B under dividend income, what is the significance of "***BAL ON 1040 OF JEAN NADER, SSN 225 50 9052"?

I look forward to your response.

Yours truly,



Anthony O'Connell

Enclosures:

Your letter of May 19, 1992

IRS Form 1040, Schedule B and Waiver of Penalty Request for Jean O'Connell, 1991. The other IRS forms attached to this return were not included in this enclosure.

Copies to:

Mr. Ed Prichard
Mr. Forrest Balderson
Ms. Jean Nader
Ms. Sheila O'Connell

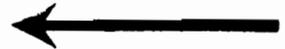
O'CONNELL ESTATE TAX ANALYSIS

JH. NOTES. STOCKS & BONDS

ck Wash Gas Light Co. 8/1/91	105.00
ck Signet 8/5/91	39.60
ck A. G. Edwards 8/15/91	2,346.63
ck Kemper Mun Bond Fund 4/30/91	162.86
ck Kemper Mun Bond Fund 5/31/91	162.86
ck Kemper Mun Bond Fund 7/31/91	162.86
ck Kemper Mun Bond Fund 8/30/91	162.86
Ck Nuveen Fund 3/1/91	63.00
Ck Nuveen Fund 5/1/91	63.00
ck Nuveen Fund 6/3/91	63.00
ck Nuveen Fund 8/1/91	66.50
ck Nuveen Fund 9/3/91	66.50
ck American Funds 9/9/91	424.76
Sovran Bank #4536-2785	3,310.46
First Virginia Bank #4076-1509	22,812.52
Fx Co. Ind Dev Bond	109,587.00
Franklin Va. Fund 4556.001 sh	50,507.84
Investment Co. of America 3861.447 sh	65,663.91
Kemper Mun Bond Fund 2961.152 sh	30,396.23
Nuveen Premium Inc Mun Fund 700 sh	6,450.50
Washington Gas Light Co. 200 sh	6,375.00
Signet Banking Corp 198 sh	4,331.25
Lynch Properties note	518,903.26
Travelers Check	20.00
1988 Plymouth Van	8,000.00
Am Funds 5/10/91	326.60
USAA Subscriber savings acct	25.10
SUB TOTAL	830,599.10

OTHER ASSETS

1990 Virginia Tax refund	1,605.58
Debt from Harold O'Connell Trust	659.97
Blue Cross refund	88.78
SUB TOTAL	2,354.33



JOINT ASSETS

Hallmark Bank #1107849600	40,796.81
---------------------------	-----------

REAL ESTATE

15 acres Fairfax Co. Va. 53.9006% interest	323,403.60
--	------------

TOTAL ASSETS

1,197,153.84

DEBTS

Colonial Emerg Phys (med bill)	10.40
Fairfax Circ Ct. letters	14.00
Jean M. Nader probate tax reimb	1,269.00
Sovran Bank Car loan payoff	1,364.97
Checks	15.39
Commissioner of accounts Inventory	61.00
IRS 1991 1040 return	15,332.00
Va. Dept Tax 1991 return	2,856.00
Jean M. Nader, bills pd	8,559.00
Sheila Ann O'Connell-Shevenell, cem bill	475.00
Co-Executors' Commission	41,529.96
Commissioner of Accounts fee for Accounting	1,048.25

EXHIBIT 6

FID.# 21840
QUAL 6/20/86
FILED 4-29-90
PAID \$53.00 ✓
TAPED 1/3
POSTED 5/6/96

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA
Trust u/w of H. A. O'Connell
Fiduciary # 21840
Anthony O'Connell, Trustee
Eleventh Account + Final
Covering the period from 1/1/95 to 12/31/95 ✓
(This is ~~not~~ a Final Account)

Description	Assets Received (or on hand)
Balance brought forward from Tenth Account:	\$ 00.00 ✓

Anthony O'Connell, Trustee
Anthony O'Connell, Trustee

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, JESSE B. WILSON, III, Commissioner of Accounts for Fairfax County, Virginia, do hereby certify that I have this date stated the foregoing account, after having given the notice required by law, and have approved the same. Vouchers for said disbursements were submitted therewith.

GIVEN under my hand this 8th day of August, 2000.



Jesse B. Wilson, III
Commissioner of Accounts
Fairfax County, Virginia

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY,
VIRGINIA:

I, JOHN T. FREY, Clerk of the Circuit Court of Fairfax County, Virginia, do hereby certify that the foregoing Account or Report has been filed in my office for more than fifteen days, and that no exceptions have been filed thereto, and the same is now recorded pursuant to the provisions of §§ 26-33 and 26-35 of the Code of Virginia, as amended.

GIVEN under my hand this _____ day of _____, 20__.

TESTE: JOHN T. FREY, CLERK

BY: _____
Deputy Clerk

11

Overview 72p

Expose Bk467p191

Overview

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Mr. Anthony M. O'Connell

Page 2

November 1, 1993

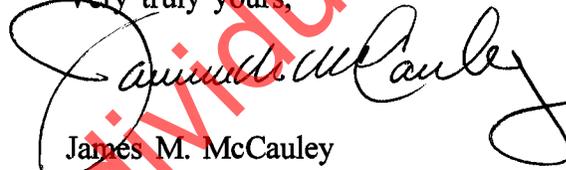
I don't understand why a code of conduct would allow a fiduciary attorney to break up a family and destroy reputations. What is it that makes the accountants not have to be accountable? The public should know. The structure of a civil action would set family member(s) against family member(s).

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

There is no defense against the accountants breaking up families and ruining lives for the accountants gain.

Very truly yours,



James M. McCauley
Assistant Bar Counsel

JMM/dls

Trustee Not Individually Liable

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY

4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

IN RE: Harold A OConnell

CL-2012-0013064

I don't understand this

TO: Anthony Miner OConnell
439 S Vista Del Rio
Green Valley 85614
Arizona

SUMMONS – CIVIL ACTION

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK

By: Betty B Whieden
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

SERVED: 9-8-12 3:00 PM.
Paul Frey

Trustee Not Individually Liable

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)
)
Plaintiff,)

v.)

ANTHONY MINER O'CONNELL,)
Individually and in his capacity as)
Trustee under a Land Trust Agreement)
Dated October 16, 1992 and as)
Trustee under the Last Will and)
Testament of Harold A. O'Connell)
439 S. Vista Del Rio)
Green Valley, Arizona 85614)

and)

SHEILA ANN O'CONNELL)
663 Granite Street)
Freeport, ME 04032)

Defendants.)

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

Case No. 2012-13064

2012 AUG 30 PM 3:22
FILED
CIVIL INTAKE
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to §§ 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.

This is not the rule of law.
Please recognize the rule of
law: "Trustee Not Individually
Liable" at Bk8845p1453

Trustee Not Individually Liable

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.

3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-01-0017 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").

5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr. O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

I don't understand this

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginia15acres.com.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Land Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22. The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to § 26-48 of the Code of Virginia (1950, as amended);
- B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;
- C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- D. For all such further relief as this Court deems reasonable and proper.

Count II: Removal of Anthony O'Connell as Trustee of the Trust under the Will of Harold A. O'Connell

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.

27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

This is ambiguous and confusing. This is not the rule of law. Please recognize the rule of law: "Trustee Not Individually Liable" at Bk8845p1453

Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28. Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust.

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably.

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

- A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);
- B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and
- C. For all such further relief as this Court deems reasonable and proper.

Count III: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

- A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;
- B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;
- C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;
- D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and
- E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:



Elizabeth Chichester Morrogh
VSB No. 25112

Counsel for Plaintiff

Contract law: A contract cannot be changed unless all parties to the contract agree to the change, and then it is a new contract. No one that is not a party to a contract can change a contract; not even a court. If this were not true contracts could not be relied upon and business could not be conducted.

LAST WILL AND TESTAMENT

22

HAROLD A. O'CONNELL

I, HAROLD A. O'CONNELL, of Fairfax County, Virginia, do hereby publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils by me at any time heretofore made.

FIRST: I direct my Executor, as soon as practicable after my death, to pay out of the assets of my estate my enforceable debts, in accordance with their terms, the expenses of my last illness and funeral, without regard to any statutory limits on such expenses and the cost of administration of my estate.

SECOND: I give and bequeath all my tangible personal property which is not used exclusively in my business, and all policies of insurance relating to such property, to my wife, JEAN M. O'CONNELL, if she survives me and lives for sixty (60) days after my death, but if she does not so survive me, then I give and bequeath all of the aforesaid property to such of my children, presently, JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL TIERNEY and ANTHONY MINER O'CONNELL, who shall survive me, in equal shares. The judgment of the Executor in making the allocation shall be final and conclusive.

THIRD: Any interest that I may have in any joint bank accounts and joint savings and loan accounts and any stocks and bonds jointly in my name and that of my wife are hereby declared to be the sole property of my wife and my Executor shall make no claim against her on account thereof.

FOURTH: If my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath to her an amount equal to fifty percent (50%) of the value

Me

EXHIBIT

A

of my adjusted gross estate as finally determined for federal estate tax purposes, undiminished by estate or other death taxes, either state or federal, less the aggregate value of all interests in property, if any, which pass to my wife under any other provisions of this Will or which have already passed to her or for her benefit otherwise than under this Will, by operation of law, through life insurance policies, or otherwise, but only to the extent that such interests are included in determining my gross taxable estate and are allowable as a marital deduction for federal estate tax purposes. Such amount shall be called the "Marital Share". In making the computations necessary to determine the amount of the Marital Share, the final determinations for federal estate tax purposes shall control. My Executor shall have full power and the sole discretion to satisfy this devise and bequest wholly or partly in cash or in kind, and to select and designate, and to convey and assign to my wife the assets, including real estate and interests therein, owned by me at the time of my death, which will be transferred as the Marital Share; provided, however, that all assets so transferred as the Marital Share to my wife shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided, further, that my Executor, in order to implement this devise and bequest, shall distribute as the Marital Share to my wife, assets having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided, further, that there shall not be conveyed as a part of the Marital Share to my wife any policy of insurance on the life of my wife, or any asset, or the proceeds of any assets, which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in the

manner hereinabove provided. The exercise of the foregoing power and discretion by my Executor shall not be subject to question by or on behalf of any beneficiary.

FIFTH: All the rest, residue and remainder of my property, real and personal, tangible and intangible, wheresoever situate and howsoever held, including any property over which I have a power of appointment under any instrument, (including, in the event that my wife shall not survive me and live for sixty (60) days after my death, that portion of my estate which otherwise would comprise the Marital Share), herein referred to as my Residuary Estate, shall be disposed of as follows:

> A. In the event that my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate to my Trustee, hereinafter named, in trust, herein referred to as my Residuary Trust, to be held, administered and disposed of by my Trustee as follows:

1. So long as my wife, JEAN M. O'CONNELL, shall live, my Trustee shall pay to her or expend for her benefit, in convenient installments, all the net income arising from my Residuary Trust from and after the date of my death. In addition to such income payments, so long as my wife shall live, my Trustee is authorized to pay to my wife or expend for her benefit, from time to time, so much of the principal of my Residuary Trust as my Trustee, in the sole discretion of my Trustee shall deem necessary for her support and maintenance; provided, however, that none of the principal of the Residuary Trust shall be so paid or expended for the benefit of my wife so long as income or assets are readily available to her from any other source. In determining whether income or assets are so available to my wife, my Trustee may rely, and shall be fully protected in relying, upon the affidavit of my

He

wife or any other person whom the Trustee believes to be conversant with the circumstances.

2. Upon the death of my wife, my Residuary Trust as then constituted shall be paid over and delivered in equal shares to each child of mine who is living at my wife's death and to the then living lawful issue, collectively, of each child of mine who shall have theretofore died, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

B. In the event that my wife, JEAN M. O'CONNELL, shall not survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate in equal shares to each child of mine who is living at my death and to the then living lawful issue, collectively, of each child of mine who shall predecease me, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

C. If, under Paragraph A of this Article, a beneficiary who has not attained the age of twenty-one years, becomes entitled to receive any share or part of the principal of my Residuary Trust, my Trustee is authorized to retain such share or part in trust with power and authority in my Trustee, in the sole discretion of my Trustee, to accumulate the net income therefrom and add it to the principal thereof or to pay to, or expend for the benefit of, such beneficiary, with or without intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem

necessary for the support, maintenance and education (including higher education) of such beneficiary until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share or part free of any trusts. The foregoing provision shall not be construed to postpone the vesting of any share or part of my estate in such beneficiary, but shall have the effect only of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

D. If, under Paragraph B of this Article, a beneficiary who has not attained the age of twenty-one years at my death shall become entitled to any share of my Residuary Estate, then notwithstanding anything herein to the contrary, I give, devise and bequeath such beneficiary's share to my Trustee, hereinafter named, in trust, to pay to or expend for the benefit of such beneficiary, with or without the intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem necessary for his or her support, maintenance and education (including higher education), adding to the principal of his or her share any income not so paid or expended, until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share free of any trusts. This provision shall not be construed to postpone the vesting of any share of my Residuary Estate in such beneficiary, but shall have only the effect of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

E. To the extent permitted by law, the interest of each beneficiary of any trust herein created shall be held by the Trustee upon the condition that the principal thereof and the income therefrom shall be applied to the support and maintenance of the respective beneficiary, and the interest of each beneficiary shall

not be subject to his or her liabilities, claims of creditors, or to alienation, assignment, or anticipation by such beneficiary.

SIXTH: I direct my Executor to pay out of my Residuary Estate all estate, inheritance, transfer, legacy or succession taxes or death duties, including any interest or penalties thereon, which may be assessed or imposed with respect to my estate, or any part thereof, wheresoever situated, whether or not passing under my Will, including the taxable value of all policies of insurance on my life and of all transfers, powers, rights or interests includable in my estate for the purposes of such taxes and duties. Such payments shall not be prorated or charged against any of the other gifts in this Will or against property not passing under this Will.

SEVENTH: The term "issue", wherever used in this Will, shall be construed to mean lineal descendants in the first, second or any other degree of the ancestor designated, provided, however, that an adopted child and such adopted child's lineal descendants shall be considered as lineal descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of an adopting parent.

EIGHTH: (a) Whenever my Executor shall have a choice of dates in valuing property in my gross estate for estate tax purposes, or a choice between claiming any expense of administration as a deduction for income tax purposes or as a deduction for estate tax purposes, my Executor shall be authorized, but shall not be required, to make such choice as in the judgment of my Executor will result in the payment of the least amount of taxes in the aggregate, without regard to the effect thereof upon the respective interests of the persons interested in my estate, and my Executor shall be authorized, but shall not be required, to make adjustments between any such interests to compensate for the adverse effect thereof of any such choice. In addition, my Executor is hereby authorized to enter into agreements with appropriate governmental authorities and

He

to make such other elections and exercise such other options as may be available on estate, inheritance and income tax returns all in such manner as to my Executor may seem most advisable.

(b) My Executor shall be authorized to join in or consent to income and gift tax returns with my said wife (or a legal representative of her estate) to the extent permitted by law and may pay out of my estate, without requiring any contribution from her or her estate, all income and gift taxes, including interest and penalties thereon, if any, payable for any period in respect of which such returns shall be so filed.

NINTH: In addition to and not in limitation of the rights, powers, privileges and discretions vested in executors by law, including specifically the powers of fiduciaries enumerated in Section 64.1-57 of the Code of Virginia as in force at the date of this Will, which powers are incorporated herein by reference, I give to my Executor in the administration of my estate and to my Trustee in the administration of any trust herein created the following powers, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as my Executor or as my Trustee shall, in the absolute discretion of such Executor or Trustee, deem advisable and proper:

(a) To retain any property, real or personal, included in my estate or in any trust herein created, to change investments, and to invest and reinvest from time to time in such other property, real or personal, within or without the United States, including, without limitation, stocks of any classification and shares of or interests in any mutual fund, without being limited in such retention, investment or reinvestment to property authorized for investment by any applicable local law and without regard to diversification of assets.

(b) To sell, without notice, at public or private sale, for cash or on credit, with or without security, to exchange and to grant options to purchase any property, real or personal, not herein specifically devised or bequeathed which is included in my estate or in any trust herein created or is at any time held hereunder, and in so doing to execute all necessary deeds or other instruments.

(c) To borrow money, to mortgage or pledge as security any property held hereunder and to pay interest thereon at the prevailing rate.

(d) To lease for any period, exchange, partition, alter, demolish, improve or otherwise deal with real property.

(e) To make contracts and agreements, to compromise, settle, release, arbitrate or accept arbitration of any debts or claims in favor of or against my estate or any trust herein created and to extend, modify or waive the terms of leases, bonds, mortgages and other obligations or liens.

(f) To vote, in person or by proxy, any stock or securities held hereunder, and to exercise or delegate discretionary powers in connection therewith.

(g) To consent to and participate in any reorganization, consolidation, merger, dissolution, sale, lease, mortgage, purchase or other action affecting any stock or securities held hereunder, and to make payments in connection therewith.

(h) To deposit property with any protective, reorganization or similar committee, to exercise or delegate discretionary powers in connection therewith and to share in paying the compensation and expenses of such committee.

(i) To employ agents, attorneys, accountants, brokers, counsel, including investment counsel, or others, whether individual or corporate, and to pay their reasonable compensation and expenses. Any Executor or Trustee may serve in any such additional capacity and be so compensated for services rendered in such additional capacity.

(j) To hold any property, real or personal, in the name of a nominee.

(k) To determine in all cases of reasonable doubt the manner in which receipts and expenditures shall be allocated between principal and income.

(l) In dividing or distributing my estate or any trust herein created, to make such division or distribution in money, in kind, or partly in money and partly in kind, or by allotting or assigning undivided interests in property, even if one or more shares be composed in whole or in part of property different in kind from that of any other share.

(m) To make such divisions, distributions or advances, at any time and from time to time during the period of administration of my estate, of all or any part of the net income or principal of my estate as my Executor may, in the absolute discretion of my Executor, deem appropriate.

(n) To continue any business, joint venture, or investment, in which I may be engaged or in which I may have an interest at the time of my death, including the authority to incorporate any such business, joint venture, or investment, which is not incorporated at the time of my death, and to make funds available for the continuation of any such business, joint venture,

or investment, in the form of loans, stock subscriptions or otherwise as my Executor or my Trustee shall deem best.

(o) Generally to do any and all acts and things and to execute any and all such written instruments with respect to any property held hereunder which my Executor or my Trustee would be entitled to do were such property owned absolutely by my Executor or my Trustee.

The provisions of this Article shall continue in effect with respect to any property at any time held hereunder until the administration of my estate or of any trust herein created shall have been completed by the payment or distribution thereof pursuant to the terms of this Will.

TENTH: (a) Every election, determination, or other exercise by my Executor or by my Trustee of any right, power, privilege or discretion granted to my Executor or to my Trustee expressly or by implication in this my Will or by law, whether made upon a question actually raised or implied in the acts or proceedings of my Executor or of my Trustee shall, so far as permitted by law, be conclusive and binding upon all persons affected thereby.

(b) No person dealing with my Executor or with my Trustee shall be required to see to the application of any property paid or delivered to my Executor or to my Trustee, or to inquire into the expediency or propriety of any transaction or the authority of my Executor or of my Trustee to enter into or consummate the same upon such terms as my Executor or my Trustee may deem advisable.

ELEVENTH: (a) Any reference in this Will to my "Executor" or to my "Trustee" shall be deemed to include not only the Executrix or Trustee herein first named, but also any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder; and all rights, powers, privileges and discretions herein granted to my Executor or to my Trustee shall be deemed to be granted not only to the Executrix or to the Trustee herein first named, but also to any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder.

(b) I appoint my said wife, JEAN M. O'CONNELL, to serve as sole Executrix hereof. In the event that my said wife fails to become or ceases to be Executrix hereof for any reason, I appoint ANTHONY M. O'CONNELL as the substitute Executor hereof.

(c) I nominate and appoint as Trustee of any trust herein created ANTHONY M. O'CONNELL.

(d) So far as I may lawfully do so, I direct that no bond or other security shall be required of any Executor or Trustee serving hereunder for the faithful performance of duties in any jurisdiction.

(e) Except for willful default or gross negligence, my Executor and my Trustee shall not be liable for any act, omission, loss, damage or expense arising from the performance of duties under this Will, including the act, omission, loss, damage or expense caused by any agent appointed by my Executor or by my Trustee.

TWELFTH: It is my intention that this Will take full advantage of the maximum marital deduction under federal estate tax laws; therefore, all provisions of this Will shall be construed, and all powers of my Executor shall be construed and exercised, accordingly.

THIRTEENTH: The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

FOURTEENTH: All references to this Will in the Articles hereof shall be deemed to mean this instrument as modified by any and all valid codicils hereto.

IN WITNESS WHEREOF, I, HAROLD A. O'CONNELL, herewith set my hand to this, my last Will, typewritten on twelve (12) sheets of

paper (including the attestation clause, signatures of witnesses, and acknowledgements) this 11th day of April, 1974, in the presence of each and all of the subscribing witnesses, each of whom I have requested in the presence of each of the others, to subscribe his or her name, together with his or her address, as an attesting witness, in my presence, and in the presence of each other.

Harold A. O'Connell (SEAL)
HAROLD A. O'CONNELL

On the 11th day of April, 1974, HAROLD A. O'CONNELL declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and he requested us to act as witnesses to his signature thereon. He thereupon signed said Will in our presence, we being present at the same time; and we now, at his request, in his presence, and in the presence of each other do hereunto subscribe our names as witnesses. And we each of us declare that we believe this testator to be of sound mind and memory.

Ed. [Signature] residing at Empire Va
George [Signature] residing at Vienna Va
Carroll [Signature] residing at Oldham, Va.

Trustee Not Individually Liable

74e

STATE OF VIRGINIA
COUNTY/CITY OF FAIRFAX, to-wit:

Before me, the undersigned authority, on this day personally appeared HAROLD A. O'CONNELL, Ed Prudhoe, Gary Prudhoe, and Carroll, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, HAROLD A. O'CONNELL, the testator, declared to me and to the witnesses in my presence that said instrument is his Last Will and Testament and that he had willingly signed or directed another to sign the same for him, and executed it in the presence of said witnesses as his free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was executed and acknowledged by the testator as his Last Will and Testament in the presence of the said witnesses who, in his presence and at his request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the testator, at the time of the execution of said Will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Witness Ed Prudhoe
~~Testator~~

~~Witness~~ Harold A. O'Connell

Witness Gary Prudhoe

Witness Carroll

Me

Trustee Not Individually Liable

Subscribed, sworn and acknowledged before me by HAROLD A. O'CONNELL,
the testator, subscribed and sworn before me by Ed. [Signature],
George [Signature], and Wm. [Signature]
witnesses, this 11th day of April, A.D. 1975.

Leah S. Carroll
Notary Public

My Commission expires: Jan 24, 1976

In the Clerk's Office of the Circuit Court of Fairfax
County, Virginia June 18, 1975 :
Proved, Probated and ordered to be recorded.

Teste: W. FRANKLIN COOLING, CLERK

By: Harold O'Connell
Deputy Clerk

A COPY TESTE:

W. FRANKLIN GOODING, CLERK

By: Harold O'Connell
Deputy Clerk

Trustee Not Individually Liable

He

Prepared by E. A. Prichard of McQuire Woods Battle & Boothe

I don't understand why this deed was not included in the summons.

The 1992 deed supersedes the 1975 will.

DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevchell (SEAL)
Pierre Shevchell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

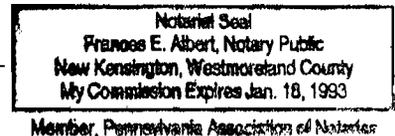
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

The foregoing instrument was acknowledged before me this
13th day of August, 1992, by Jean Mary O'Connell
Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

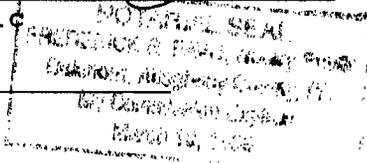


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

The foregoing instrument was acknowledged before me this
14 day of August, 1992, by Howard Nader.

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Sheila Ann O'Connell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Pierre Shevenell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK8307 1451

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

with plat attached

OCT 23 1992

RECORDED FAIRFAX CO VA

TESTE:

CLERK

"Assignment" means transfer of whole.

I don't understand why this "Assignment and Receipt" was not included in the summons.

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 11th day of ~~February~~ MARCH, 1993.

Jean Mary O'Connell Nader SEAL *Jean Mary O'Connell Nader*

Sheila Ann O'Connell SEAL *Sheila Ann O'Connell*

Anthony Miner O'Connell SEAL *Anthony Miner O'Connell*

Anthony Miner O'Connell, Trustee SEAL *Anthony Miner O'Connell, Trustee*
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold A. O'Connell

Anthony Miner O'Connell, Trustee SEAL *Anthony Miner O'Connell, Trustee*
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

Trustee Not Individually Liable

"Assignment" means transfer of whole.

I don't understand why this "Assignment and Receipt" was not included in the summons.

→ **ASSIGNMENT AND RECEIPT**

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 15th day of January, 2001

Jean Mary O'Connell Nader SEAL *Nader*
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold Anthony O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

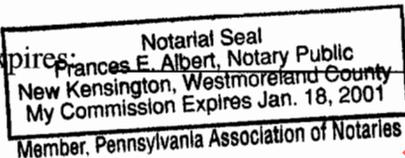
Trustee Not Individually Liable

State of Pennsylvania
County of Westmoreland, to wit:

The foregoing instrument was acknowledged before me this 15th day of January 2001, by Jean Mary O'Connell Nader.

Frances E. Albert
Notary Public

My commission expires:



State of Maine
County of Cumberland, to wit:

The foregoing instrument was acknowledged before me this 24th day of July 2001, by Sheila Ann O'Connell.

Ruth E. Martin
Notary Public

My commission expires:

RUTH E. MARTIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 3, 2005

State of Virginia
City Harrisonburg County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000 by Anthony Miner O'Connell.

Angela H. Maats
Notary Public

My commission expires:

May 31, 2002

City State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under the last will and testament of Harold Anthony O'Connell.

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under DEED IN TRUST UNDER LAND TRUST AGREEMENT recorded in Deed Book 803 at page 1446

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

Trustee Not Individually Liable

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT ("Trust Agreement"), dated as of the 16th day of OCTOBER 1992, between ANTHONY MINER/O'CONNELL, TRUSTEE, (collectively, "Trustee" or "Trustees"), and JEAN MARY O'CONNELL, NADER, SHEILA ANN O'CONNELL, ANTHONY MINER/O'CONNELL, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Beneficiary" or "Beneficiaries") provides:

RECITALS

R-1. Beneficiaries, by virtue of that certain Deed in Trust Under Land Trust Agreement recorded in Deed Book 8307 at Page 1446 among the land records of Fairfax County, Virginia, have caused title to the real property described in the attached and incorporated Exhibit A ("Property") to be conveyed to the Trustee.

R-2. Pursuant to that certain Power of Attorney dated 16th day of October, 1992, a copy of which is attached and incorporated herein as Exhibit B, the Beneficiaries designated Anthony Miner O'Connell ("O'Connell") as their true and lawful agent and attorney-in-fact to do, execute and perform all and every act or thing necessary to be done in and about the Property.

R-3. By this Trust Agreement, the Trustee will hold legal title to the Property for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

NOW, THEREFORE, for and in consideration of the premises, the foregoing recitals, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference, as if fully set forth in the text of this Trust Agreement.

2. Legal and Beneficial Title. Beneficiaries have appointed and do hereby constitute and appoint the trustee, or his survivor(s) or successor(s), as trustee for Beneficiaries to hold legal title to the Property for the benefit of beneficiaries, their successors and assigns, pursuant to the terms and conditions of this Trust Agreement. The Trustee hereby declares, acknowledges and agrees that the Trustee holds, and shall continue to hold pursuant to this Trust Agreement, the legal record title to the Property as trustee and nominee for the benefit of the beneficiaries.

3. Beneficiaries' Rights and Obligations.

3.01. The parties hereto acknowledge that this Trust Agreement evidences the ownership (and all of the burdens and benefits thereof) in the Property by the Beneficiaries; provided, however, that the interest of beneficiaries in the Property shall be deemed to be personal property, pursuant to the provisions of Section 55-17.1 Code of Virginia (1950 as amended), and shall pass or may be assigned or otherwise transferred as such. No Beneficiary

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
OF
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK 8815 1419



shall have any legal or equitable right, title or interest, as realty, in or to any real estate which constitutes all of any part of the Property, or the right to compel partition. The Beneficiaries shall have only the right, as personalty, hereinabove set forth. The death of a Beneficiary shall not terminate this trust or in any manner affect the powers of the Trustee. The death or resignation of O'Connell or any successor attorney-in-fact ("Attorney-in-Fact") designated by the Beneficiaries shall not terminate this trust or in any manner affect the powers of the Trustee but shall result in the designation by the Beneficiaries of a successor attorney-in-fact. Notwithstanding the foregoing, the Beneficiaries shall be the real and beneficial owners of the Property for all purposes whatsoever (including, without limitation, risk of loss, federal, state and local income taxes, estate and inheritance taxes, and real property taxes), to the same extent and with the same force and effect as if a deed to the property had been recorded in the name of the beneficiaries. Accordingly, without limiting the generality of the foregoing, from and after the effective date of this Trust Agreement, The Beneficiaries shall have the right, acting by and through their Attorney-in-Fact, to (i) use, occupy, enjoy, and control the Property, to receive the earnings, profits and proceeds from any rental, sale, financing or refinancing, or other disposition of the Property, including any proceeds from casualty or title insurance policies and any condemnation awards or proceeds, and to otherwise have and exercise all of the burdens and benefits of beneficial ownership and control of the Property; (ii) develop the Property or construct, repair, alter, remodel, demolish or replace any improvements on the Property, in such manner or form as the Attorney-in-Fact shall determine in his or her sole discretion; (iii) lease, contract to lease, grant options to lease and renew, extend, amend or otherwise modify leases on the Property, any portion or portions thereof, or any improvements located thereon, from time to time, for any rental and upon any other terms and conditions; and (iv) encumber, convey, or otherwise deal with title to the Property or any portion or portions of the Property and direct the Trustee to encumber, convey or otherwise deal with legal title to the Property, or any portion or portions of the Property, as hereinafter set forth.

3.02. Except for those obligations of Trustee referenced in paragraph 9.02, Beneficiaries, acting by and through their Attorney-in-Fact, hereby covenant and agree to (i) pay all real estate taxes and other assessments for the Property, when and as the same are due; (ii) at all times adequately insure any improvements on the Property against fire and other casualties, and maintain liability insurance in reasonable amounts with a company doing business in the Commonwealth of Virginia that is reasonably acceptable to the Trustee, all of which policies shall name the Trustee as additional insured thereunder; (iii) pay all sums falling due under any and all loans or other liens now or hereafter affecting, encumbering, relating to or arising from any contract relating to the property; (iv) pay all expenses in connection with the ownership and upkeep of, or otherwise concerning, the Property, including, without limitation, all maintenance charges, insurance

premiums, repairs, etc.; (v) pay all costs in connection with any transfer of the property, legal title thereto, or any interest therein, including any transfer and/or recordation taxes or costs in connection with any financing placed on the Property or any transfer of the Property or any interest therein; and (vi) file all income tax returns with respect to the Property and its operation and pay all taxes on the earnings and avails of the Property or growing out of the ownership thereof.

4. DUTIES of TRUSTEE; ACTIONS by Trustee.

4.01. Trustee shall perform the following duties without compensation therefor, except as is otherwise provided in paragraphs 8 and 9 of this Trust Agreement: Trustee has the authority to (i) execute all instruments which shall be necessary to protect and conserve the Property; (ii) sell, contract to sell and grant options to purchase the Property, or any portion or portions thereof and any right, title or interest therein for cash or on credit; (iii) exchange the Property, or any portion or portions thereof, for any other real property upon any terms; (iv) convey the Property, or any portion or portions thereof, by deed or other conveyance to any grantee, with or without consideration; (v) mortgage, pledge or otherwise encumber the Property, or any portion or portions thereof (including the granting of deeds of trust thereon); and (vi) release, convey or assign any other right, title or interest whatsoever, in, to or about the Property, or any portion or portions thereof. Trustee shall have the power to perform any of the above acts without the consent of the Beneficiaries or the Attorney-in-Fact. Upon written direction of all the beneficiaries or Attorney-in-Fact, Trustee shall be required to perform any of the above acts. Trustee shall not be required to inquire into the authenticity, necessity or propriety of any written direction executed and delivered to it by all of the Beneficiaries or their Attorney-in-Fact pursuant to this paragraph.

4.02. The foregoing power and authority of Trustee, as contained in paragraph 4.01 above, shall in no way limit the power of the Beneficiaries to take any and all of the same actions in their own name and stead in lieu of taking action through Trustee, to the extent permitted by the laws of the State of Virginia.

4.03. All actions by the Trustee under this Trust Agreement shall be effective only if joined in, in writing, by all parties comprising Trustee. Should a dispute or disagreement arise between the Beneficiaries in respect of this Trust Agreement or the Property, the Trustee shall be entitled, in his or her sole and absolute discretion, to seek the guidance of a court of law or equity in accordance with applicable law.

4.04. (a) If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from the date hereof, the Trustee shall promptly either convey record title to the Property to the Beneficiaries, at the cost of the Beneficiaries, or promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries, and after deducting the reasonable cost and expenses of such sale, the Trustee shall deliver the proceeds of sale either to the Attorney-in-Fact or to the Beneficiaries in accordance with the respective interests.

(b) If at any time prior to the expiration of twenty (20) years from the date hereof the assets of this trust shall consist solely of cash, the Trustee shall transfer and deliver all of such assets to either the Attorney-in-Fact or the Beneficiaries in accordance with their respective interests. Upon the completion of the action required by this paragraph, the trust and this Trust Agreement shall terminate.

4.05. Anything in this Trust Agreement to the contrary notwithstanding, the Trustee is directed to sell the Property or any portion thereof without the consent of the Beneficiaries if at any time prior to the expiration of twenty (20) years from date hereof, the Trustee shall deem it advisable in order to protect the interests of the Beneficiaries, but no such sale may be made until after reasonable notice thereof is given to all of the Beneficiaries. After deducting the reasonable costs and expenses of such sale, the Trustee shall deliver the proceeds thereof to the Attorney-in-Fact or the Beneficiaries in accordance with the provisions of subparagraph 4.04 above.

5. Trustee Not to Exercise Rights of Ownership or Control Over Property. Trustee does hereby covenant and agree with the beneficiaries that Trustee will not, in Trustee's capacity as trustee and holder of legal record title to the Property, take any actions respecting the Property, except in accordance with the powers granted in paragraph 4.01 above or by the direction of all of the Beneficiaries or the Attorney-in-Fact. It is expressly understood and agreed between the Beneficiaries and Trustee that the manner of holding title to the Property (or any part thereof) is solely for the convenience of the Beneficiaries; accordingly, the spouse, executors, administrators, beneficiaries, distributees, successors or assigns of any party comprising Trustee or any other holder of record title to all or any portion of the Property, shall have no right, title or interest in and to any of the Property by reason of the manner in which title is held, but the entire Property shall be treated as property of the Beneficiaries, subject to the terms of this Trust Agreement. Trustee hereby assigns to the Beneficiaries the proceeds, if any, receivable by Trustee with respect to any insurance policies under which Trustee is insured with respect to Trustee's holding record title to the Property, including, without limitation, proceeds from title insurance policies.

6. Disclaimer of Partnership. This Trust Agreement shall not be deemed to be, or create or evidence, the existence of a business trust, an association in the nature of a corporation, a partnership, a joint venture or any other business entity or enterprise between the Trustee and the Beneficiaries,

7. Third Parties.

7.01. No party dealing with the Trustee in relation to the Property, or any portion or portions thereof, in any manner whatsoever and (without limiting the foregoing), no party to whom the Property, or any portion or portions thereof, or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to (i) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (ii) see that the terms of this

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of (any) sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.
The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

by Trustee and all of the Beneficiaries or the Attorney-in-Fact and may be revoked or terminated by written notice from all of the Beneficiaries or the Attorney-in-Fact to Trustee. Trustee shall, upon the direction of all the Beneficiaries or the Attorney-in-Fact and at the sole cost of the Beneficiaries, execute any and all amendments hereto or modifications hereof, provided that the same preserve the provisions of paragraphs 8 and 9 hereof unless otherwise agreed in writing by all of the Beneficiaries or the Attorney-in-Fact and Trustee. Notwithstanding the foregoing, the Trustee shall have the right to resign as trustee upon thirty (30) days written notice if any of the Beneficiaries shall fail in any material respect to perform any of their obligations under this Trust Agreement running to the benefit of Trustee, without any further liability or obligation of Trustee under this Trust Agreement, such resignation to be effective upon the date specified in such notice unless the Beneficiaries shall substitute a new trustee or trustees prior to such effective date pursuant to the provisions of paragraph 12 of this Trust Agreement. The resigning Trustee shall not be required or obligated to take any action under this Trust Agreement or with respect to the Property from and after the date any such notice of resignation is given, except to convey the property to a successor trustee if so requested. In the event all trustees then serving under this Trust Agreement resign and no substitute trustees are appointed by the Beneficiaries prior to the date such resignation is effective, then the trustee may convey record title to the Property to the Beneficiaries in accordance with their respective interests, at the Beneficiaries' cost, or, at Trustee's option, file a suit for appropriate relief in a court of competent jurisdiction.

11. Governing Law. This Trust Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. Recordation; Copies of Trust Agreement. The Beneficiaries shall have the right, at their expense and without cost to Trustee, to have this Trust Agreement, or a memorandum hereof, recorded among the land records of Fairfax County, Virginia. Copies of this Trust Agreement or any amendment hereto or modification hereof, certified by Trustee or all of the Beneficiaries or their Attorney-in-Fact to be true and correct, shall be satisfactory evidence thereof for all purposes.

13. Substitution of Trustees. All of the Beneficiaries in agreement or the Attorney-in-Fact shall have the absolute right, at any time and for any reason, with or without cause, to remove the Trustee, or any of them, and to appoint a substitute trustee or trustees hereunder, or upon the resignation, death, incapacity, disability or absence of the Trustee, or any of them, to appoint a successor trustee or trustees hereunder, which appointed successor or substitute trustee or trustees shall be conferred with all the rights and charged with all the duties that are conferred or charged upon the Trustee originally named herein, and Trustee covenants to promptly execute, acknowledge and deliver to the Beneficiaries a deed conveying record title to the Property to the successor trustee(s) and any and all documents in connection therewith. Said power of substitution or removal may be exercised

at any time or from time to time, with or without cause, and one or more exercises thereof shall not be deemed to exhaust said power.

14. Successors. The provisions of this Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Land Trust Agreement under seal as of the day and year first above written.

TRUSTEE:

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Percentage Interest
In The Trust

17.96687%

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

17.96687%

Sheila A O'Connell (SEAL)
Sheila Ann O'Connell

17.96687%

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

46.0994%

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament
of Harold A. O'Connell

STATE OF Virginia
COUNTY OF FALLEN, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August 1992, by Anthony Miner O'Connell, Trustee.

Barbara A Antonucci
Notary Public

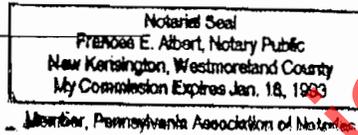
My Commission expires: 7-31-94

STATE OF _____
COUNTY OF _____, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

16th The foregoing instrument was acknowledged before me this day of October 1992, by Sheila Ann O'Connell.

Pearl R. Mahary
Notary Public

My Commission expires: COMMISSION EXPIRES OCTOBER 15, 1997

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Balwica A Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Balwica A Antonucci
Notary Public

My Commission expires: 7-31-94

BK 8845 1458

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK 8845 1459

JOSEPH BERRY

VIENNA, VIRGINIA

CIVIL ENGINEER

COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Erice in the middle of the old railroad bed, now abandoned; thence with the line of Erice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 472.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

8K 8845 1460

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.

And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila Ann O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

BK 8845 1461

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

Notarial Seal
Francis E. Albert, Notary Public
New Kensington, Westmoreland County
My Commission Expires Jan. 18, 1993
Member, Pennsylvania Association of Notaries

STATE OF Mexico
COUNTY OF Cuicatlan, to wit:

8th The foregoing instrument was acknowledged before me this
day of September 1992, by Sheila Ann O'Connell.

Francis E. Albert
Notary Public

My Commission expires: September 21, 1999

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell,
Trustee, under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

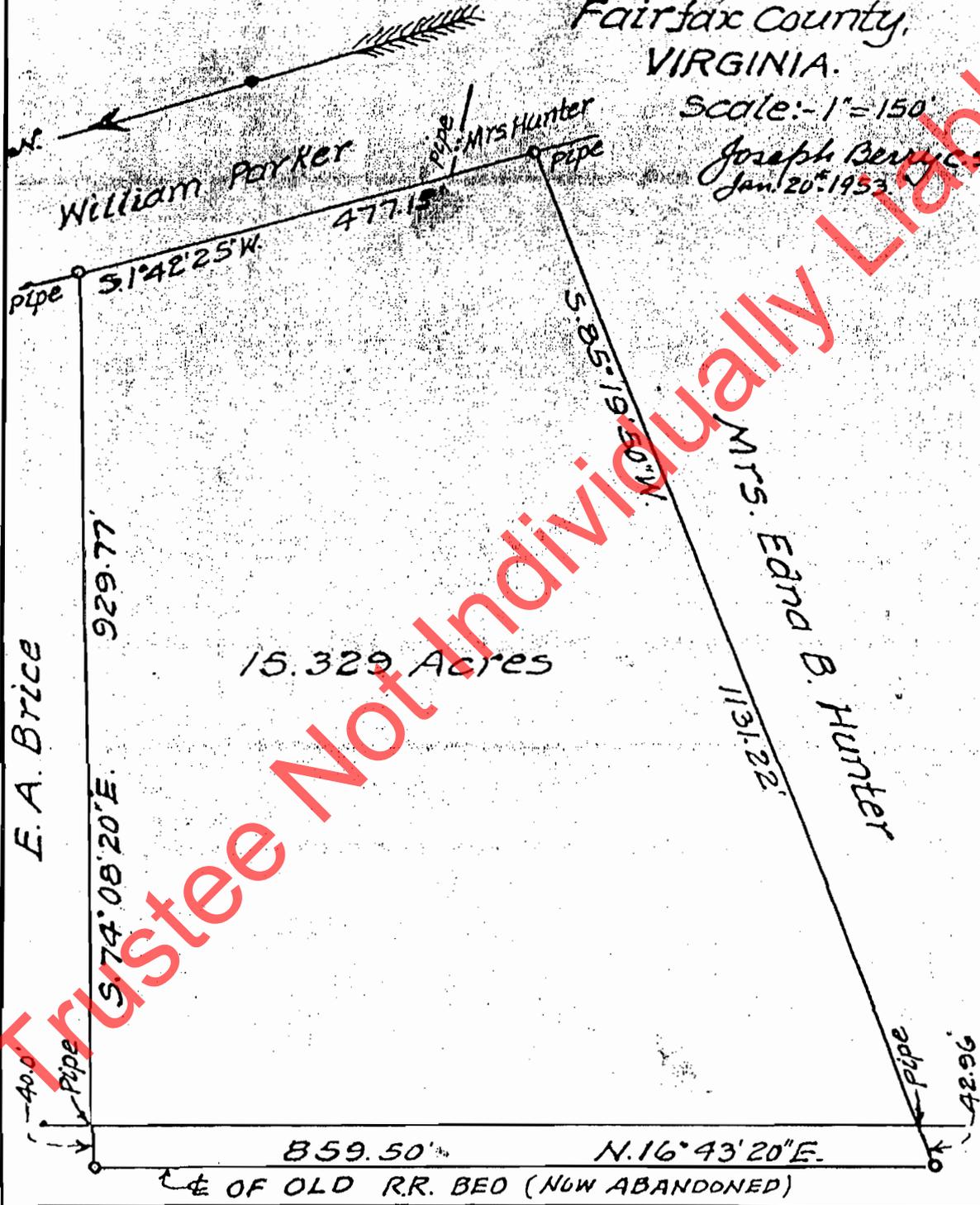
with plat attached
NOV 12 93

RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

BK 8845 1462

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'
Joseph Berry
Jan. 20, 1953.



Commitments “Individually”

The family is powerless to stop the accountants from framing the family into powerlessness when the accountants don't have to be accountable.

Trustee Not Individually Liable

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

I believe this document has been altered. The straight lines are mine but there would have been a text box or sticky note or something at the start of the slanted line saying something about the text within the lines, such as I "Why is "Individually" here?", or something to that effect.

Trustee Not Individually Liable

SCHEDULE B - SECTION I

Commitment No: 05001493

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s) if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493 Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

Deed from ANTHONY MINER O'CONNELL, TRUSTEE, to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493-**Revised 4/24/07**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

From: Anthony O'Connell <aoconnell@cox.net>
Subject: **Re: Accotink 2008 revised**
Date: April 11, 2008 7:37:19 AM MST
To: Amy Johnson <natron36@hotmail.com>

Dear Amy,

I love you too, and thank you. Your email is direct and pertinent. I can't tell you how important that is. I will quote your comment or question and respond to it.

(1) *"...and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception."*

I feel that the written word is the clearest way to try to describe something complicated, and it leaves a reference of who said what. It minimizes confusion. If you think there is a better way than my responding by email, please tell what it is.

Would you please explain what you mean by *".. I just wouldn't get it from your perception"*? I am aware that my credibility has been destroyed. Is that what you mean?

(2) *"..... I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's.....if it were to be sold then the profits would be of all three of you.."*

This hits the nail on the head. I think others may have been led to think the same as you. Would you please tell me why you thought I was trying to get all the proceeds? Did someone tell you this?

The Seller for Accotink will be the **Trustee** for Accotink. I will sell Accotink as **Trustee** and the proceeds go to the three **Individuals**: Jean Mary O'Connell Nader, Sheila Ann O'Connell, and Anthony Miner O'Connell. The Trustee receives a value added amount. Please read the Trust documents of 1992. There will be clear accounting showing where all the money went. It is necessary to differentiate between me as **Trustee** and me as an **Individual**.

If you see a sales contract for Accotink that says the Seller includes "Anthony Miner O'Connell, Individual", that is wrong. I will not sign any sales contract for Accotink that says this. Would you believe me when I tell you that I have been framed to appear that I do want this? That is why you have to see for yourself by reading attachment example 2. Please read it and study it and think about it until you understand the dynamics. I find it extremely stressful to do this but unless you do it, you will never understand what is going on and you will never believe me.

History suggests that my sisters will be led to believe that I am trying to cheat them when I sell Accotink. One way is by this **Trustee** and **Individual** business in example 2. History suggests that it will be coming up again and again and again. And there is nothing I can do to stop it except to ask you to read and understand example 2.

I will have to put a clause in the sales contract that will allow the Seller to get out of the contract without penalty or other damage if the dynamics such as the above start to interfere.

(3) *"... It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that."*

This also hits the nail on the head (as my Mother would say). To determine (1) who is the source of the problems, and (2) who has the power to stop the problems, please try to read my email and attachments of April 6, 2008. It is not me.

To show why all the conflict, confusion and stress was put upon us during the handling of my Mother's estate, it is necessary to find out where all the money went. But we don't have the power to do it.

I love you Amy, Uncle Tony

Live Love Laugh but don't let them steal the money you've been entrusted to protect

On Apr 9, 2008, at 10:35 AM, Amy Johnson wrote:

Uncle Tony,

I hope your surgery goes well, Please let me know when you are home recuperating. I have read your emails about Accotink and have saved and opened them. I have browsed through attachments of email correspondence and forms.

I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's....if it were to be sold then the profits would be of all three of you.....I know it is not that simple,, ,,and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception.....Some things in life don't have to be so complicated, and I don't know why this is,,,,,,

I just felt this time, that I had to reply,,,,I know I don't know the details,,, which seem to be numerous to you but life is short and some things aren't worth the stress, when there is so much to be thankful for and to enjoy. It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that. I don't want you to respond with any forms or "sections" that I should read to understand your thoughts, because its not about that for me.

I hope you are doing well,,,,and wish this issue could come to a close for you and your sisters.

I love you,

Amy



LIVE LOVE LAUGH

CC: pierreshevenell@yahoo.com; natron36@hotmail.com
From: aoconnell@cox.net
Subject: Accotink 2008 revised
Date: Sun, 6 Apr 2008 18:09:39 -0700
To: jeansfinedining@hotmail.com; Sheilao@suscom-maine.net

Dear Jean and Sheila,

Because you do not believe what I have been telling you about Accotink, such as Jean being used by people in powerful positions of trust to make money disappear, I do not believe you will believe me now. The only thing I can do is to ask you to go through the attached correspondence and judge for yourself. This correspondence is between me and Bill Lynch and his Title Company. As you read it, please ask yourself: áá

(1) Is a title search on Accotink actually being done or just pretending to be done?

(2) Are responses so skilled in deception that on first look they appear to answer questions, but further study shows that they avoid the question?

(3) Am I being made to appear as the bad guy for asking questions they don't want to answer?

(4) Should you trust this Title Company and/or this Buyer?

(5) If you followed their advice, what do you think would be the consequences?

Dad's Will has been made part of the legal description for Accotink when it shouldn't be. I am powerless to get an explanation or have it removed. This and history suggest that the same thing that happened in my sale of our home place in 1988 is set up to happen in my sale of Accotink.

If you don't already have the following nine attachments please let me know:

assessment2008.pdf	36 KB
example1.pdf	372 KB
example2.pdf	152 KB
example3.pdf	56 KB
mailLynch.pdf	896 KB
mailSomerville.pdf	144 KB
mailStewart.pdf	284 KB
mailTrustee.pdf	100 KB
mailTrusteeAttachments.pdf	5,800 KB

Love, Tony

Going green? [See the top 12 foods to eat organic.](#)

Trustee Not Individually Liable

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

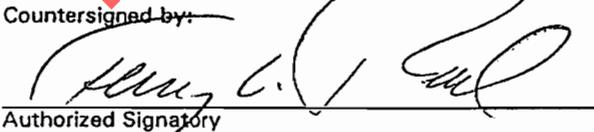
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY


Chairman of the Board




President

Countersigned by:

Authorized Signatory

STEWART TITLE AND ESCROW, INC.
Company

FAIRFAX, VIRGINIA
City, State



CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

STEWART TITLE GUARANTY COMPANY
COMMITMENT SCHEDULE A

DATE ISSUED: April 24, 2007
COMMITMENT NO: 05001493-Revised 4/24/07

1. EFFECTIVE DATE: April 07, 2007

2. POLICIES TO BE ISSUED:

AMOUNT

(a) ALTA OWNER'S POLICY

\$TO BE DETERMINED
COMPANY APPROVAL REQUIRED

Proposed Insured:

LONG BRANCH PARTNERS L.L.C.

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

ANTHONY MINER O'CONNELL, TRUSTEE

4. The land referred to in this commitment is situated in Fairfax County, VA and is described as follows:

All that certain tract or parcel of land containing 15.329 acres, more or less, as described and shown on Plat in Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446, among the land records of Fairfax County, Virginia.

(NOTE: NEW METES AND BOUNDS LEGAL TO BE SUPPLIED BY SURVEYOR BASED ON THE ALTA SURVEY REQUIRED ON SCHEDULE B-I HEREIN)

AND BEING Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at Page 1446.

(Also see Power of Attorney and Land Trust Agreement recorded in Deed Book 8845 at Pages 1444 and 1449, respectively.)

Issued through the office of:

Stewart Title and Escrow, Inc.
10505 Judicial Drive
Fairfax, Va. 22030

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION II

Commitment No: 05001493-Revised 4/24/07

Schedule B of the Policy or Policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following matters unless they are disposed of to the satisfaction of the Company.

NOTE: Items 1 through 6 will not appear on the final mortgagee title policy provided that the requirements appearing under Schedule B - Section I of this commitment have been complied with.

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes.
2. Rights or claims of parties in possession, and not of record in the public records; liens for labor, service or materials or claims to same which are not of record in said records.
3. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
4. Statutory marital rights, if any, of any spouse of any individual insured.
5. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
6. Taxes, supplements, or special assessments which are not shown as existing liens by the public record as of the date of the commitment to insure.
7. Taxes subsequent to December 31, 2006. Taxes for the first half of the year 2007 are a lien, not yet due and payable. Possible supplemental taxes on improvements.
(TAX PARCEL #090-4-01-0017)
8. Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 2757 at Page 21.
9. Sanitary Sewer Easement Agreement to Fairfax County Board of Supervisors recorded in Deed Book 4423 at Page 129.
10. Conservation Easement as shown on Fairfax County Tax Map.
11. Long Branch and Flood Plain Limits as shown on Fairfax County Tax Map - exception is hereby taken to possible rights of others in and to the continued use and flow of said watercourse; title to that portion of subject property lying below mean high water mark; and to riparian rights incident to the premises.
12. The exact acreage or volume of land is not insured hereunder.

Schedule B - Section II Continued
Commitment No: 05001493-Revised 4/24/07

NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

Trustee Not Individually Liable

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

and

Stewart Title and Escrow, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company and Stewart Title and Escrow, Inc.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, or from our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- * Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



PO Box 71476
Richmond, Virginia 23255-1476
(703) 880-1078 • Fax (804) 440-1171
questions@taxva.com

Taxing Authority Consulting Services, P.C.
Attorneys At Law

SECOND AND FINAL NOTICE OF DELINQUENT TAXES **Fairfax County Department of Tax Administration**

October 26, 2011

Re: TACS# 59140 (0904-01-0017) Total Amount Due: \$16,469.24

Dear Sir or Madam:

We recently forwarded a Notice to you indicating that your real estate taxes are severely delinquent. Our firm has been retained to collect the delinquent taxes on your property. Since the tax records reflect that these taxes remain unpaid despite our correspondence to your attention, this is your final notice and last opportunity to address this delinquency.

Please take notice that unless your account is paid in full within thirty (30) days of this notice, we will take additional action to collect this account, such as the seizure of your wages or other property. If your taxes are more than two years delinquent, or the property is otherwise eligible for sale under applicable law, we will commence proceedings to sell your property, beginning with the publication of your name and this delinquency in a local newspaper. Please be advised that Virginia law requires that you pay any costs associated with filing suit to sell your property for delinquent taxes. You will be responsible for paying for services such as publications, title searches, filing fees, service fees, appraisal fees, court reporter fees, and auctioneer fees.

Payment should be made payable to **Fairfax County** and mailed to the following address: **Taxing Authority Consulting Services, PC, P.O. Box 71476, Richmond, Virginia, 23255-1476**. You may also make payment by credit card or electronic check through our website, www.taxva.com, by clicking "Pay Now" (a convenience fee will apply). Please be sure to include the above-referenced account number on your payment to ensure proper credit.

Please contact our office to discuss payment of your account. If you have paid these taxes or you are now a debtor in a pending bankruptcy, please disregard this notice. If you are in bankruptcy, please furnish to our office, in writing, the number of your bankruptcy case and the identification of the Court in which it is pending so as to enable us to code your account and avoid further correspondence to you.

Sincerely,
Taxing Authority Consulting Services, PC

CCSTACS01FXT2

Detach Lower Portion and Return with Remittance

(Do not send cash - please make check or money order payable to Fairfax County)

PO Box 71476
Richmond VA 23255-1476
ADDRESS SERVICE REQUESTED

tacs Taxing Authority Consulting Services, P.C.
Attorneys At Law
(703) 880-1078 • Fax (804) 440-1171 • questions@taxva.com

October 26, 2011

TAXING AUTHORITY CONSULTING SERVICES PC

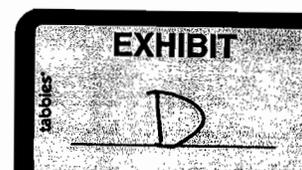
PO Box 71476
Richmond VA 23255-1476

59140-FXT2 651192477



Anthony M Oconnell Tr
439 S Vista Del Rio
Green Valley AZ 85614-2415

TACS #: 59140
Total Amount Due: \$16,469.24
Amount Enclosed: \$ _____



Exceptions 1994

The June 16, 1994, Exceptions to the Commissioner's Report [approval]
for the accounting of the estate of Jean O'Connell, fiduciary #49160

Trustee Not Individually Liable

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Estate of Jean Miner O'Connell, Deceased

To the Honorable Judges of Said Court:

I, Anthony Miner O'Connell, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated the 31st day of May, 1994, and filed in the above matter in this court on the 1st day of June, 1994, and state as my grounds, the following:

I believe the Commissioner of Accounts was in error in approving a commission for Edward J. White. I was in error for not providing the Commissioner my letter of 6/13/94 (enclosure 1) before the Commissioner approved his report. Approval of a commission for Ed White would be an approval of Ed White's destruction of my reputation and my consequent estrangement from my family. (This does not apply to the other cofiduciary, Jean Nader, ref. Va Code 26.5.2). My grounds are as follows:

1. Ed White used his fiduciary position in this estate to destroy my reputation and my relationship with my sister, Jean Nader, with the intent of generating another fee for himself through the forced sale of real estate, in which all the beneficiaries of this estate have an interest (enclosures 1).
2. Ed White got this fiduciary position by destroying my credibility with my mother in 1985-1986. Mr. White intentionally withheld information while I was trying to fund a trust for my mother, and accused me for the consequent delay. After 13 years as designated cofiduciary in my mother's Will, she dropped me and added Ed White (enclosure 2).
3. Mr. White's secrecy and setups show contempt for the fiduciary relationship between executor and heir (enclosure 3).
4. The testator, my mother, did not want her family torn apart.

To the Honorable Judges of the Fairfax County Circuit Court, I beg you to cause a jury to be empaneled to resolve this issue. I believe my fiduciary and accuser, Ed White, should be held to that level of responsibility.

Respectfully submitted this 16th day of June, 1994.

Anthony Miner O'Connell



Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855

FILED
JUN 16 AM 9:14
CLERK OF CIRCUIT COURT
FAIRFAX, VA

CIRCUIT COURT
FAIRFAX COUNTY, VIRGINIA

INDEX TO WILLS & FIDUCIARIES
FROM 01/01/94 THROUGH 11/30/94

SIR2610

D - DECEASED
F - INFANT
I - INCOMPETENT
O - OTHER

INDEXED NAME

INSTRUMENT

DATE

RECORDED
BOOK PAGE

FILE NBR

YEAR
FRST ENTR

TRN

INDEXED NAME	INSTRUMENT	DATE	RECORDED BOOK PAGE	FILE NBR	YEAR FRST ENTR	TRN
OBRID, FRANCIS X	PRAECIPE/NOTICE FOR 05/20/94	04/20/94	000 000	F049465	940430-0007	
OBRID, FRANCIS X	PETITION FOR SALE OF PROPERTY	04/20/94	000 000	F049465	940430-0008	
OBRID, FRANCIS X	PRAECIPE/NOTICE	05/17/94	000 000	F049465	940518-0105	
OBRID, FRANCIS X	PRAECIPE/NOTICE/AMENDED PET	07/15/94	000 000	F049465	940716-0172	
OBRID, FRANCIS X	AGAL HUSBAND, WOMEN	07/15/94	000 000	F049465	940716-0175	
OBRID, FRANCIS X	ORDER QHH	07/22/94	000 000	F049465	940723-0128	
OBRID, FRANCIS X	ANSWER OF SAL	07/22/94	000 000	F049465	940726-0010	
OBRID, DORA M	WILL OF HEIRS	03/10/94	488 065	F049991	940311-0044	
OBRID, DORA M	ACCOUNTING	03/10/94	488 076	F049991	940311-0045	
OBRID, DORA M	ACCOUNTING	03/21/94	489 679	F050620	940322-0120	
OBRID, DORA M	ACCOUNTING	01/26/94	485 861	F049905	940126-0078	
OBRID, DORA M	ACCOUNTING	08/11/94	497 1329	F035895	940816-0233	
OBRID, ELIZABETH A	ACCOUNTING	08/11/94	497 1331	F035895	940816-0235	
OBRID, JENNIFER A	ACCOUNTING	08/11/94	497 1333	F035895	940816-0237	
OBRID, JENNIFER A	ACCOUNTING	10/11/94	500 1488	F045631	941012-0075	
OBRID, NICOLE	WILL	01/12/94	445 124	F052993	940115-0077	
OBRID, ROSEMARY S	AMENDED INVENTORY	01/12/94	485 024	F045967	940113-0197	
OBRID, MILDRED	ACCOUNTING	01/12/94	485 026	F045967	940113-0202	
OBRID, ROBERT L	INVENTORY	05/17/94	494 463	F046159	940622-0027	
OBRID, ROBERT L	ACCOUNTING	05/17/94	494 466	F046159	940622-0028	
OBRID, ROBERT L	ACCOUNTING	05/17/94	494 474	F046159	940622-0029	
OBRID, ROBERT L	ACCOUNTING	02/28/94	487 1203	F048201	940301-0049	
OBRID, PHILIP E	WILL	01/27/94	485 1610	F053058	940201-0042	
OBRID, ALICE J	ACCOUNTING	01/26/94	485 1610	L082528	940128-0079	
OBRID, CHRISTOPHER S	ACCOUNTING	03/29/94	490 863	L082528	940128-0079	
OBRID, FRANCIS P	ACCOUNTING	03/29/94	490 475	F046051	940330-0345	
OBRID, FRANCIS P	ACCOUNTING	03/29/94	490 475	F046051	940330-0347	
OBRID, FRANCIS P	ACCOUNTING	03/29/94	490 477	F046051	940330-0349	
OBRID, FRANK P	ACCOUNTING	03/29/94	490 473	F046051	940330-0344	
OBRID, FRANK P	ACCOUNTING	03/29/94	490 475	F046051	940330-0346	
OBRID, FRANK P	ACCOUNTING	03/29/94	490 477	F046051	940330-0348	
OBRID, FRANK P	ACCOUNTING	03/29/94	489 1546	F021840	940129-0158	
OBRID, FRANK P	ACCOUNTING	03/28/94	489 1546	F021840	940602-0175	
OBRID, H A	ACCOUNTING	06/01/94	493 986	F021840	940617-0213	
OBRID, JEAN M	EXCEPTION TO COMM REPORT	06/16/94	000 000	F049160	940617-0213	
OBRID, JIANA L	ACCOUNTING	01/27/94	485 1192	L099564	940128-0202	
OBRID, JIANA L	ACCOUNTING	08/17/94	489 343	F050906	940A19-0034	
OBRID, CHARLES P	INVENTORY	03/23/94	489 1020	F051754	940324-0028	
OBRID, CHARLES P	WILL	07/26/94	496 1886	F054002	940729-0056	
OBRID, HELEN A	INVENTORY	07/26/94	496 1891	F054002	940729-0058	
OBRID, HELEN A	INVENTORY	07/26/94	489 1891	F054002	940729-0058	
OBRID, KATHERINE W	ACCOUNTING	03/23/94	489 1007	F052452	940324-0024	
OBRID, KATHERINE W	ACCOUNTING	01/12/94	484 1932	F049077	940113-0160	

Trustee Not Individually Available



Exceptions 2000

The August 23, 2000, exceptions to Commissioner Jesse Wilson changing the trust's 11th account from "This is not a final account" to read "This is a final account", and therefore closing the trust account, fiduciary #21840, against the trustee's intent.

$$1,475.97 - 816.00 = 659.97$$

I don't understand why the accountants who created it, reported it, made the family appear responsible for it, and approved it, don't recognise the accounting entanglement trail $1,475.97 - 816.00 = 659.97$, or any accounting trail for these numbers, when asked about it.



Fiduciary # 21840

Exceptions to Commissioner's Report

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX
IN RE: Trust u/w of H. A. O'Connell

FILED
00 AUG 23 AM 10:52
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

To the Honorable Judges of Said Court:

- The Honorable F. Bruce Bach, Chief Judge
- The Honorable Michael P. McWeeney
- The Honorable Marcus D. Williams
- The Honorable Stanley Paul Klein
- The Honorable Robert W. Wooldridge, Jr.
- The Honorable Arthur B. Vieregg, Jr.
- The Honorable Dennis J. Smith
- The Honorable Jane Marum Roush
- The Honorable M. Langhorne Keith
- The Honorable David T. Stitt
- The Honorable Leslie Alden
- The Honorable Kathleen H. MacKay
- The Honorable Jonathan C. Thacher
- The Honorable Henry E. Hudson
- The Honorable R. Terrence Ney

I, Anthony Miner O'Connell, Trustee u/w of H. A. O'Connell, fiduciary # 21840, respectfully excepts to the report of Jesse B. Wilson, III, Commissioner of Accounts, dated August 8, 2000, to the Judges of Said Court, and state as my grounds, the following.

1. First, I am not accusing Commissioner of Accounts Jesse B. Wilson, III, or any one else connected with the Court, of any wrongdoing. I simply do not understand why Commissioner of Accounts Jesse B. Wilson, III, would want to approve and close Accounts before the accountings are fully exposed and the discrepancies addressed. It is against the principals of accounting.
2. Second, the source of the discrepancies are:

Jo Ann Barnes, CPA
Bruner, Kane & McCarthy, Ltd.
700 North Fairfax
Alexandria, VA 22313

Edward White, Attorney
P.O. Box 207
Kinsale, VA 22488

Trustees Not Individually

12

Percentages 12p

Expose Bk467p191

Item 11 of 17, page 1 of 2 shown here.

Percentages

History suggests that when the accountants start talking about percentages, it means they plan to use those percentages to create conflict in the family, set one family member against another, and leave a paper trail to that effect, so that no one will try to see behind the confusion and conflict and find out where the money actually went.

There should not be any reason to bring up the issue of percentages because the term "Assignment" in the two "Assignment and Receipt" documents means "transfer of the whole.

Why is the deed not mentioned? Would the accountants show exactly what the the gaps or defects or what ever they are referring to in item 5 through 10 of the summons are? Can the accountants be held to this degree of accountability?

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

If we could look at the evidence, follow the trails, and judge using common sense, it would show that the accountants want innocent Jean Nader to replace Anthony O'Connell because they could continue to use innocent Jean Nader to make money disappear whereas Anthony O'Connell would try to stop them.

COMMONWEALTH OF VIRGINIA
CIRCUIT COURT OF FAIRFAX COUNTY
4110 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
703-691-7320
(Press 3, Press 1)

IN RE: Harold A Oconnell

CL-20120013064

TO: Anthony Miner OConnell
439 S Vista Del Rio
Green Valley Arizona 85614

SUMMONS - CIVIL ACTION

The party, upon whom this summons and the attached complaint are served, is hereby notified that unless within 21 days after such service, response is made by filing in the Clerk's office of this Court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment or decree against such party either by default or after hearing evidence.

APPEARANCE IN PERSON IS NOT REQUIRED BY THIS SUMMONS.

Done in the name of the Commonwealth of Virginia, on Tuesday, September 04, 2012.

JOHN T. FREY, CLERK
By: Betty B Whieden
Deputy Clerk

Plaintiff's Attorney Elizabeth Chichester Morrogh

SERVED: 9-8-12 3:00 P.M.
Paul Nye (seal)

FILED
CIVIL INTAKE
2012 AUG 30 PM 3:22
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,

Plaintiff,

Case No. 2012-13064

v.

ANTHONY MINER O'CONNELL,
Individually and in his capacity as
Trustee under a Land Trust Agreement
Dated October 16, 1992 and as
Trustee under the Last Will and
Testament of Harold A. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

and

SHEILA ANN O'CONNELL
663 Granite Street
Freeport, ME 04032

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and brings this action pursuant to § 26-48 and 55-547.06 of the Code of Virginia (1950, as amended) for the removal and appointment of a trustee, and in support thereof states the following.

Parties and Jurisdiction

1. Plaintiff Jean Mary O'Connell Nader ("Jean") and Defendants Anthony Miner O'Connell ("Anthony") and Sheila Ann O'Connell ("Sheila") are the children of Harold A. O'Connell ("Mr. O'Connell"), who died in 1975, and Jean M. O'Connell ("Mrs. O'Connell"), who died on September 15, 1991.
2. The trusts that are the subject of this action are: (a) the trust created under the Last Will and Testament of Harold A. O'Connell dated April 11, 1974, and admitted to probate in this Court on June 18, 1975; and (b) a Land Trust Agreement dated October 16, 1992, which was recorded among the land records of this Court in Deed Book 8845 at Page 1449.
3. Jean, Sheila, and Anthony are the beneficiaries of both of the trusts and, therefore, are the parties interested in this proceeding.

Facts

4. During their lifetimes, Mr. and Mrs. O'Connell owned as tenants in common a parcel of unimproved real estate identified by Tax Map No. 0904-0 1-00 17 and located near the Franconia area of Fairfax County, Virginia and consisting of approximately 15 acres (the "Property").

5. After his death in 1975, a 46.0994% interest in the Property deriving from Mr,

Please see the two Exceptions to the Commissioner's report filed in the Court on June 16, 1994 (Estate) and on August 23, 2000 (Trust).

For details on the August 23, 2000 Exceptions please see <http://www.canweconnectthedots.com> and click "blueprint"

The land Trust Agreement is a contract and contract law applies. A contract cannot be changed unless all the parties to the contract agree to the change, and then it is a new contract. Only a party to a contract can change a contract; a Court cannot change a contract..

O'Connell's original 50% share was transferred to a trust created under his Last Will and Testament (the "Harold Trust"), of which Anthony serves as trustee. A copy of the Last Will and Testament of Harold A. O'Connell is attached hereto as Exhibit A.

6. Mrs. O'Connell held a life interest in the Harold Trust and, upon her death in 1991, the trust assets were to be distributed in equal shares to Jean, Sheila, and Anthony as remainder beneficiaries. Although other assets of the Harold Trust were distributed to the remainder beneficiaries, the trust's 46.0994% interest in the Property has never been distributed to Jean, Sheila, and Anthony in accordance with the terms of the Harold Trust.

7. After Mrs. O'Connell's death, her 53.9006% interest in the Property passed to Jean, Sheila, and Anthony in equal shares, pursuant to the terms of her Last Will and Testament and Codicil thereto, which was admitted to probate in this Court on December 10, 1991.

8. Thus, after Mrs. O'Connell's death, Jean, Sheila, and Anthony each owned a 17.96687% interest in the Property, and the Harold Trust continued to own a 49.0994% interest in the Property.

9. By a Land Trust Agreement dated October 16, 1992, Jean, Sheila, and Anthony, individually and in his capacity as trustee of the Harold Trust, created a Land Trust (the "Land Trust"), naming Anthony as initial trustee. A copy of the Land Trust Agreement is attached hereto as Exhibit B and incorporated by reference herein. The Harold Trust, Jean, Sheila, and Anthony (individually) are the beneficiaries of the Land Trust.

10. The Property was thereafter conveyed by Jean, Sheila, and Anthony, individually and as trustee of the Harold Trust, to Anthony, as trustee of the Land Trust, by a Deed dated October 16, 1992 and recorded on October 23, 1992 in Deed Book 8307 at Page 1446 among the land records for Fairfax County.

11. As trustee under the Land Trust, Anthony was granted broad powers and responsibilities in connection with the Property, including the authority and obligation to sell the Property. Paragraph 4.04 of the Land Trust Agreement states, in part, as follows:

If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from date hereof, the Trustee shall promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries.

12. To date, the Property has not been sold, and the Land Trust is due to expire on October 16, 2012.

13. According to Paragraph 9.03 of the Land Trust Agreement, the responsibility for payment of all real estate taxes on the Property is to be shared proportionately by the beneficiaries. However, if a beneficiary does not pay his or her share, the Land Trust Agreement provides:

The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

14. For many years, Jean sent payment to Anthony for her share of the real estate taxes on the Property. Beginning in or about 1999, Anthony refused to accept her checks because they were made payable to "County of Fairfax." Anthony insisted that any checks for the real estate taxes be made payable to him individually, and he has returned or refused to forward Jean's checks to Fairfax County. Under the circumstances, Jean is unwilling to comply with Anthony's demands regarding the tax payments.

15. Anthony is not willing or has determined he is unable to sell the Property due to a mistaken interpretation of events and transactions concerning the Property and, upon information and belief, the administration of his mother's estate. Anthony's position remains intractable, despite court rulings against him, professional advice, and independent evidence. As a result, Anthony is unable to effectively deal with third parties and the other beneficiaries of the Land Trust.

16. In 2007, Anthony received a reasonable offer from a potential buyer to purchase the Property. Upon information and belief, Anthony became convinced of a title defect with the Property that, in his opinion, was an impediment to the sale of the Property. A title commitment issued by Stewart Title and Escrow on April 24, 2007, attached hereto as Exhibit C, did not persuade Anthony that he, as the trustee of the Land Trust, had the power to convey the Property. Because of this and other difficulties created by Anthony, the Property was not sold.

17. Since 2007, it appears the only effort put forth by Anthony to sell the Property has been to post it for sale on a website he created, www.alexandriavirginial5acres.com.

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Lhd Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22: The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.

25. The breaches of duty by Anthony constitute good cause for his removal as trustee of the Land Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That the Court remove Anthony Minor O'Connell as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to 26-48 of the Code of Virginia (1950, as amended);

B. That all fees payable to Anthony Minor O'Connell under the terms of the aforesaid Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, be disallowed and deemed forfeited;

C. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and

D. For all such further relief as this Court deems reasonable and proper.

Count 11: Removal of Anthony O'Connell as Trustee of the Trust under the Will of Harold A. O'Connell

26. The allegations of paragraphs 1 through 25 are incorporated by reference as if fully stated herein.

27. The terms of the Harold Trust provide that, upon the death of Mrs. O'Connell, the assets are to be distributed to Jean, Sheila, and Anthony in equal shares. Notwithstanding the terms of the Harold Trust and the provisions for its termination, Anthony entered into the Land Trust Agreement in his capacity as trustee of the Harold Trust. As a result, upon the sale of the Property, Anthony can exercise greater control over the Harold Trust's share of the sale proceeds than if the parties held their beneficial interests in their individual capacities.

28, Other than its status as beneficiary of the Land Trust, there is no reason for the continuation of the Harold Trust.

29. On August 8, 2000, an Eleventh Account for the Harold Trust was approved by the Commissioner of Accounts for the Circuit Court of Fairfax County and determined to be a final account.

30. Anthony repeatedly and unsuccessfully challenged the Commissioner's determination and requested, *inter alia*, that the Court and the Commissioner of Accounts investigate a debt of \$659.97 that he alleged was owed to the Harold Trust by Mrs. O'Connell's estate. In these proceedings, the Commissioner stated, and the court agreed, that there was no evidence to support Anthony's claims that a debt existed and, if so, that it was an asset of the Harold Trust.

31. Anthony's repeated and unsuccessful challenges to the rulings of the Commissioner of Accounts and the Circuit Court in connection with the Eleventh Account, and his persistence in pursuing his unfounded claims to the present day, demonstrate that he is unable to administer the Harold Trust effectively and reliably.

32. It is in the best interests of the beneficiaries of the Harold Trust that, upon the sale of the Property, the net sale proceeds be distributed in an orderly and expedient manner. Based on Anthony's actions, he is not the proper individual to fulfill the trustee's duties in administering the Harold Trust.

33. The removal of Anthony as trustee best serves the interests of the beneficiaries of the Harold Trust.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That the Court remove Anthony Minor O'Connell as trustee under the Last Will and Testament of Harold A. O'Connell, pursuant to § 55-547.06 of the Code of Virginia (1950, as amended);

B. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be awarded to her in accordance with § 55-550.04 of the Code of Virginia (1950, as amended); and

C. For all such further relief as this Court deems reasonable and proper.

Count 111: Appointment of Successor Trustee

34. The allegations of paragraphs 1 through 33 are incorporated by reference as if fully stated herein.

35. Jean is a proper person to serve as trustee of the Land Trust in order to sell the Property on behalf of the beneficiaries of the Land Trust, and she is willing and able to serve in such capacity.

36. The best interests of the beneficiaries would be served if the Land Trust is continued for a sufficient period of time to allow the successor trustee to sell the Property, rather than allowing the Land Trust to terminate on the date specified in the Land Trust

Agreement. Each of the individual beneficiaries of the Land Trust is age 70 or above, and it would be prudent to sell the Property during their lifetimes, if possible, rather than leaving the matter for the next generation to resolve.

37. Jean is a proper person to serve as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, and she is willing and able to serve in such capacity.

WHEREFORE, Plaintiff Jean Mary O'Connell Nader prays for the following relief:

A. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the aforesaid Land Trust Agreement, with the direction to sell the Property upon such terms and conditions as this Court deems reasonable and appropriate, including, but not limited to, fixing a reasonable amount as compensation of the successor trustee for her services;

B. That the term of the Land Trust be continued for a reasonable time in order to allow for the sale of the Property;

C. That Plaintiff Jean Mary O'Connell Nader be appointed as successor trustee under the Last Will and Testament of Harold A. O'Connell for all purposes, including distribution of the net proceeds of the sale of the Property that are payable to such trust;

D. That all costs incurred by Plaintiff Jean Mary O'Connell Nader in this action, including reasonable attorneys' fees, be paid by the Land Trust; and

E. For all such further relief as this Court deems reasonable and proper.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By:
Elizabeth Chichester Morrogh
VSB No. 251112
Counsel for Plaintiff

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 11TH day of ~~February~~ MARCH, 1993.

Jean Mary O'Connell Nader SEAL *Nader*
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony M. O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold A. O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1

ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

Trustee Not Individually Liable

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 15th day of January, 2001

Jean Mary O'Connell SEAL Nader
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL Trustee
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold Anthony O'Connell

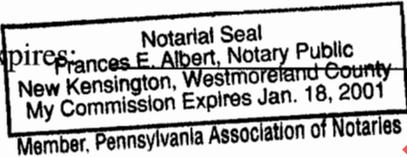
Anthony Miner O'Connell SEAL Trustee
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

Trustee Not Individually Liable

State of Pennsylvania
County of Westmoreland, to wit:

The foregoing instrument was acknowledged before me this 15th day of January 2001, by Jean Mary O'Connell Nader.

Frances E. Albert
Notary Public

My commission expires: 

State of Maine
County of Cumberland, to wit:

The foregoing instrument was acknowledged before me this 24th day of July 2001, by Sheila Ann O'Connell.

Ruth E. Martin
Notary Public

My commission expires: **RUTH E. MARTIN**
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 3, 2005

State of Virginia
City Harrisonburg County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000 by Anthony Miner O'Connell.

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

Trustee Not Individually Liable

City State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under the last will and testament of Harold Anthony O'Connell.

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under DEED IN TRUST UNDER LAND TRUST AGREEMENT recorded in Deed Book 803 at page 1446

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

Trustee Not Individually Liable

13

Precedence 17p

Expose Bk467p191

Precedence

Sale precedence, 1988

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."



COMMONWEALTH OF VIRGINIA
Circuit Court of Fairfax County



CERTIFICATE OF QUALIFICATION

State of Virginia

County of Fairfax, to-wit:

Fiduciary No. 21840

I, WARREN E. BARRY, Clerk of the Circuit Court of the County of Fairfax, Virginia, the same being a Court of Probate and of Record and having a seal, do hereby certify that it appears of record in my office pursuant to law that ANTHONY M. O'CONNELL & HERBERT ANDERSON HIGHAM

have been duly appointed TRUSTEES under the Last Will and Testament of:
HAROLD A. O'CONNELL

and that they have duly qualified as such by taking the oath prescribed by law and by entering into and acknowledging a bond in the penalty of EIGHT HUNDRED FORTY TWO THOUSAND Dollars, ~~with surety~~/without surety.

I further certify that the said appointment and qualification is still in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia this 20th day of June, 19 86

WARREN E. BARRY, CLERK

By [Signature]

Deputy Clerk

EXHIBIT A

COMMONWEALTH OF VIRGINIA

Circuit Court of Fairfax County



CERTIFICATE OF QUALIFICATION

State of Virginia

County of Fairfax, to-wit:

Fiduciary No. 21840

I, WARREN E. BARRY, Clerk of the Circuit Court of the County of Fairfax, Virginia, the same being a Court of Probate and of Record and having a seal, do hereby certify that it appears of record in my office pursuant to law that ANTHONY M. O'CONNELL & HERBERT ANDERSON HIGHAM

have been duly appointed TRUSTEES of the Trust established under the will of: HAROLD A. O'CONNELL

and that they have duly qualified as such by taking the oath prescribed by law and by entering into and acknowledging a bond in the penalty of eight hundred forty two thousand dollars, with or without surety.

I further certify that the said appointment and qualification is still in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia this 16th day of May, 1988.

WARREN E. BARRY, CLERK

By Kathy Bunch Deputy Clerk

McGUIRE WOODS
BATTLE & BOOTHE

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

World Trade Center
Norfolk, VA 23510

EDGAR ALLEN PRICHARD
VIRGINIA AND DISTRICT
OF COLUMBIA BARS
DIRECT DIAL: (703) 712-5443

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000

Fax: (703) 712-5050

July 2, 1991

One James Center
Richmond, VA 23219

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

41 Avenue des Arts
1040 Brussels, Belgium

Mr. Anthony O'Connell
5641 Franconia Road
Springfield, Virginia 22150

Dear Tony:

I have looked at our file copy of your father's will and find there is nothing in the trust provisions which changes the way the sale of real estate is handled by you as Trustee. You had the power as Trustee to retain land as a part of the trust even though it yielded no income. You also had the power to sell the real estate. Upon its sale you as a fiduciary have the obligation to pay state and federal income taxes. You may pay the tax from the gross proceeds of sale. Once having paid the taxes you should reinvest the remainder of the proceeds of sale and pay the net income to your mother for life. Of course, you also have the power to distribute principal to your mother should she need it.

You will find my bill enclosed.

Sincerely yours,



E. A. Prichard

EAP:in

Enclosure

DEED OF BARGAIN AND SALE

THIS DEED, made this 21st day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W. 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A./O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

BK7005 0634

PC BOX 607
Springfield, VA 22150

COLUMBIA BANKIER SETTLEMENT & TITLE SERVICES, INC.
8551 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102

This conveyance is made subject to all recorded conditions, restrictions and easements affecting the property hereby conveyed.

The Trustee Grantors covenant that they have the right to convey such lands to the Grantee; that they have done no act to encumber such lands. Jean Miner O'Connell covenants that she has the right to convey such lands to the Grantee; that she has done no act to encumber such lands; that the Grantee shall have quiet possession of such lands free from all encumbrances; and that she will execute such further assurances of such lands as may be requisite.

WITNESS the following signatures and seals:

Jean Miner O'Connell (SEAL)
JEAN MINER O'CONNELL

Anthony M. O'Connell (SEAL)
ANTHONY M. O'CONNELL, TRUSTEE

Herbert A. Higham (SEAL)
HERBERT A. HIGHAM, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Jean Miner O'Connell, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

David H. Quarter
Notary Public

My Commission Expires: 10 15 91

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Herbert A. Higham, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

STATE OF VIRGINIA
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Anthony M. O'Connell, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

TESTE: [Signature]
CLERK

A COPY TESTE:
JOHN T. FREY, CLERK

By: [Signature]
Deputy Clerk

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

March 15, 1991

Mr. Anthony M. O'Connell
6541 Franconia Rd.
Springfield, Va. 22150

Dear Mr. O'Connell,

Subsequent to our telephone conversation this morning, I reviewed my files in the cases involving Mrs. O'Connell.

I find that I did indeed mail you a copy of the Limited Power of Attorney along with my letter to you of September 12, 1988. I am enclosing another copy of the Limited Power of Attorney and a copy of the letter I sent you. You may not have received it; however, it was not returned to me by the Post Office.

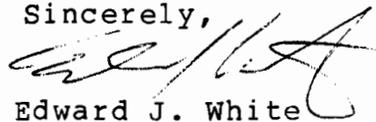
In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her of December 8, 1987, a copy of which is enclosed. 

As to your complaint that I did not share the sale documents with you, I call your attention to my letter to you of April 16, 1988 in which the deed, note and trust were sent to you. A copy of that letter is enclosed.

On April 19, 1988 you appeared in my office and stated that you refused to settle on the next day. We did not have a happy discourse. We did discuss the sale and I asked you if you had any other questions.

I am somewhat puzzled as to why all of this is re-surfacing and after reviewing my file and my notes, am not at all comfortable with continuing the dialogue.

Sincerely,



Edward J. White

EJW/e

Encl.

Copy to: Mrs. O'Connell

Certified P 751 862 438
Sic Semper Tyrannis

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
September 20, 1993

Virginia State Bar
Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone (804) 775-0500

Re: My Complaint of December 3, 1992,
Against Edward J. White
VSB Docket #93-042-0976

To Whom It May Concern:

My fourteen page complaint with forty-four enclosures was dismissed as having "no basis in fact" without allowing me the opportunity to respond. In defense of myself and future families of Virginia, I would like to offer one illustration why I feel this is unjust.

Concerning the \$1.41 million purchase agreement I made and later hired Mr. White to handle, your investigator was:

"firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing."

Mr. White's enclosed bills for services for this sale, with his initials, state:

3/18/88	Draft note & trust
4/6	PC
4/11	PC
4/14	PC atty negotiation & redraft LDPC St. Louis
4/15	Redrafting
4/16	Redrafting, Pc, Exp mail
4/18	PC
4/19	Redrafting
4/20	OV A. O'CONNELL
4/20	PC's redrafts
4/21	Settlement

Far more damaging to me than the usurped sale has been Mr. White's more than seven years of defamatory and divisive statements, preying on the uncertainties of my family. He continues this with letters referencing your "no basis in fact" approval.

This is very important to me. Please allow me a hearing within the safety of the system as I risk being sued if I ask for help elsewhere.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony M. O'Connell". The signature is written in dark ink and is positioned above the typed name.

Anthony M. O'Connell

Enclosures:

- (1) Mr. White's bills for services rendered for my sale
- (2) List of my unreturned telephone calls to Mr. White. I suggest that Mr. White thought I though he was representing me at closing.



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

February 10, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Re: In the Matter of Edward James White
VSB Docket No. 93-042-0976

Dear Mr. O'Connell:

This letter is in reference to your complaint against the above-referenced attorney received in our office on December 7, 1992. In addition, I acknowledge receipt of your supplemental correspondence dated January 26, 1993, received in my office on January 29. I have concluded my preliminary investigation of your original complaint and wish to advise you that your complaint presents no basis for further investigation by this office for the reasons I shall set out below.

The Respondent did not file a written answer to your complaint. However, Mr. White is represented by counsel in this matter, David R. Rosenfeld, Esquire, and I met with Mr. Rosenfeld and his associate in Alexandria to go over all of the factual matters related to this complaint.

Your complaint alleges that the Respondent served as co-executor of your father's estate along with your mother and that the Respondent allegedly withheld certain information concerning a trust which was set up under your father's will in which you were named as a trustee.

According to your complaint, you retained the Respondent in 1987 to handle a real estate closing and you allege that the Respondent appointed himself co-trustee on the note securing that transaction. Then, the day prior to closing, Respondent allegedly informed you that he was not representing your interests in this real estate transaction. You have also claimed that the Respondent has handled your mother's estate incompetently.

With respect to your first complaint, it appears that your mother, rather than you, retained the Respondent for legal assistance in her capacity as executrix

Mr. Anthony M. O'Connell
Page 2
February 10, 1993

of your father's will. Apparently, your mother removed you from her will as a co-executor and nominated the Respondent in your place. However, none of these matters fall within the scope of the Code of Professional Responsibility particularly in view of the fact that you and the Respondent did not share an attorney-client relationship.

Your father's will poured over into a trust in which you were nominated trustee. By your own complaint, you admit that you hired another attorney to look into the funding of the trust, i.e., what distributions the estate would make to the trust. It is my understanding that you came to Virginia to qualify as a trustee. Again, in respect to that matter, there is no attorney-client relationship between you and the Respondent, Mr. White.

In the absence of an attorney-client relationship between you and Mr. White, Mr. White was under no ethical obligation to follow any of your directions or instructions nor was he obligated to communicate directly with you. His ethical duties regarding competence, promptness and communication were owed to your mother.

It is my understanding, based upon a reading of your complaint, that the Respondent and your attorney reached an agreement regarding the funding of the trust and the Respondent agreed to cooperate by providing your attorney with a draft of the final accounting of your father's estate.

Your complaint initially provoked a thought on my part as to why the father's estate remained open so long. However, as indicated in your complaint, Mr. White was not retained by your mother until 1985. Thus, while your complaint states that you were not aware of the fact that your father had appointed you as a co-trustee until 1985, and that your father passed away in 1975, the Respondent appears to have notified you of that fact after he had become involved in 1985.

You have also complained that your mother executed a codicil to her will removing you as a co-trustee and naming Mr. White in your stead. I find nothing improper about that particular matter as it was certainly your mother's prerogative to amend or modify her will and it was Mr. White's responsibility to follow her instructions in that regard.

Your second complaint involves an allegation that Mr. White undertook to represent your interests in a real estate closing in 1987. By letter dated December 28, 1987, you purportedly asked the Respondent to represent your interests in a transfer of property to the Lynch Properties Limited Partnership. You complain that the Respondent failed to notify you of the closing date which you fortuitously discovered from the purchasers just before the closing. In addition, you point out that the Respondent and another party were named as trustees on the Deed of Trust securing the purchase loan without your knowledge or consent. When you confronted Respondent about this, he advised that he did not represent your interests in this real estate

Anthony M. O'Connell
Page 2
February 10, 1993

transaction.

My investigation reveals that the Respondent did not serve as settlement attorney for this transaction. In fact, the closing was handled by Coldwell Banker, and the legal instruments for the transaction were prepared under the supervision of McGuire, Woods, Battle & Boothe. I have seen the real estate closing file which was delivered to Mr. Wright by the McGuire, Woods firm, and I am firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter of law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing. Finally, there is no ethical issue raised simply because Mr. White is named as a co-trustee in the Deed of Trust securing the purchase by the Lynch Properties Limited Partnership.

The third complaint involved an allegation that Mr. White allegedly withheld a \$75,000 distribution until you agreed to obtain your own legal counsel. With respect to this allegation, Mr. White, in his capacity as an administrator or executor of an estate is under no obligation by law to make a interim distribution to you. Whether an interim distribution is made is entirely discretionary and the law requires a distribution to be made only upon the filing of a final accounting. With regard to your allegations of incompetence and delay on the part of Mr. White in handling your mother's estate, I have determined that Mr. White has filed in a timely manner the inventory and first accounting for this estate. No delinquency notices or show cause summonses have been issued. The only possible area of neglect appears to be the late filing of Mrs. O'Connell's income tax return, however, I am advised that Mr. White paid one-half of the accrued interest to the IRS, and that no penalties were assessed. In addition, Mr. White timely requested an extension for filing the decedent's last income tax return and therefore no penalties were involved. As justification for the delay, Mr. White points out that he experienced some delay in obtaining the K-1 from you and your own complaint appears to concede that there was a problem with getting the K-1 to Mr. White.

Based on the foregoing, I see no basis in fact or in law to conclude that Mr. White has engaged in any misconduct in violation of the Code of Professional Responsibility. Therefore, please be advised that no further action will be taken on your complaint. By copy of this letter to Respondent's counsel, Mr. Rosenfeld, I am advising him of my determination.

Very truly yours,


for James M. McCauley
Assistant Bar Counsel

JMM/ge
cc: David R. Rosenfeld, Esquire



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

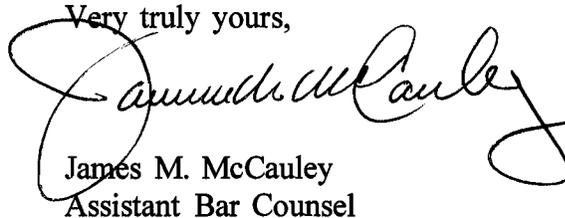
Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Mr. Anthony M. O'Connell
Page 2
November 1, 1993

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,



James M. McCauley
Assistant Bar Counsel

JMM/dls

Why not ask Edward White to take an accountable position;

- (1) Who did Edward White represent and when?
- (2) What is the name of the person who wrote the deed that Edward White sent Anthony O'Connell for signature?
- (3) Who named Edward White and someone I don't know as Trustees for the deed of trust?
- (4) Where does it say in the court records that Anthony O'Connell could not qualify as Trustee?
- (5) Did Anthony O'Connell qualify or not qualify as trustee u/w of Anthony O'Connell?
- (6) Why did Edward White not respond to Anthony O'Connell's letter of December 28, 1987, or his telephone calls, or not communicate at all until Edward White's letter of April 16, 1988, that said sign the deed and return it immediately by express mail? Why refuse to communicate for 3 1/2 months and then instruct the POC for the Seller to sign and return it immediately by express mail?

From: "Lisa Overton" <LOVERTON@stewart.com>
Subject: **RE: Where does it say I could not qualify as Trustee?**
Date: June 14, 2007 10:21:09 AM MST
To: elynchjr@i95businessparks.com, "Anthony OConnell" <aoconnell@cableone.net>, "Steve Blizzard" <SBLIZZAR@steward.com>, "Lisa Overton" <LOVERTON@steward.com>
Cc: "Andy Somerville" <andy@smcconcrete.com>

Hi Bill and Mr. O'Connell:

Yes, that is me from 1988 – can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a

Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case.

*Lisa Overton
Stewart Title and Escrow Inc.
10505 Judicial Drive, #300
Fairfax, Virginia 22030
Ph: 703-352-2924
Fax: 703-991-2449
Cell: 703-447-9348
email: loverton@stewart.com*

From: Bill Lynch [mailto:elynychjr@i95businessparks.com]
Sent: Tuesday, June 12, 2007 4:31 PM
To: 'Anthony OConnell'; 'Steve Blizzard'; 'Lisa Overton'
Cc: 'Andy Somerville'
Subject: RE: Where does it say I could not qualify as Trustee?

Tony –

I think the short answer is that was then, this is now.

Lisa has handled title work for the Lynch family and me since about 1980 so I am pretty sure she worked on the sale of the home in 1988. I have never had a problem at settlement when she has been involved. She is very thorough and I trust her judgment.

The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

Are there any other documents that you are aware of that are not of record?

Bill

-----Original Message-----
From: Anthony OConnell [mailto:aoconnell@cableone.net]
Sent: Tuesday, June 12, 2007 2:46 PM
To: Steve Blizzard; Lisa Overton
Cc: Edwin W. Lynch, Jr.; Andy Somerville
Subject: Where does it say I could not qualify as Trustee?

Ms. Lisa Overton and Mr. Steve Blizzard;

The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for the 1988 sale to Lynch Properties Limited Partnership. Please correct me if I am wrong.

I was surprised to be told the day before settlement of this sale that I had to sign a deed that said I could not qualify as Trustee. Where does it say in the Court records that I could not qualify as Trustee? I found six documents that show I qualified as Trustee in 1986. Copies of the six documents and the page from the deed are attached.

Please show me where it says in the Court records that I could not qualify as Trustee. I am concerned that something like this may happen again.

Anthony Miner O'Connell, Trustee

14

Tax records 94p

Expose Bk467p191

Tax Records

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

1975

6

1975 Assessments

① FRANCONIA ROAD

3.3365 acres

090-2-01-0085

land 26,690

bldg 5,855

32,545

② ACCOTINK PROP.

15 acres

090-4-01-0017

land 30,000

1988

DETACH HERE AND RETURN UPPER PORTION WITH PAYMENT. IF STAMPED PAID RECEIPT DESIRED, DO NOT SEPARATE - RETURN BOTH PARTS.

RECEIPT FOR FIRST INSTALLMENT
FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1988

DESCRIPTION OF PROPERTY
4026 0454 15 AC
ACCOTINK STATION WB201 109

1975 Will

BILL CONTROL NO. 400083332
MAP NO. 0904 01 0017
DISTRICT NO. 040000
TAX RATE 1.30

LAND VALUE 300,000
IMPROVEMENTS VALUE 000
TOTAL VALUE 300,000

REAL ESTATE TAX 3,900.00
REFUSE TAX .00
SPECIAL TAX .00
TOTAL ANNUAL TAX 3,900.00

AMOUNT DUE BY
07/28/88
1,950.00

JANUARY FIRST OWNER

PENALTY FOR LATE PAYMENT

195.00

NOTE: IF CHECK IN PAYMENT IS NOT HONORED BY BANK, THIS RECEIPT IS VOID.

IF YOU ARE MAKING MONTHLY PAYMENTS FOR YOUR REAL ESTATE TAXES TO A MORTGAGE COMPANY, PLEASE FORWARD THIS BILL TO THEM.

THIS BILL REPRESENTS AN INSTALLMENT DUE ON THE PROPERTY DESCRIBED ABOVE. BY ORDINANCE OF THE COUNTY BOARD OF SUPERVISORS, COUNTY TAXES ON REAL ESTATE ARE DUE AND PAYABLE IN TWO INSTALLMENTS AS FOLLOWS: JULY 28 AND DECEMBER 5 OF EACH YEAR. UPON FAILURE TO PAY ANY INSTALLMENT WHEN DUE, A PENALTY OF 10% WILL BE ADDED. INTEREST WILL ACCRUE ON TAX AND PENALTY AT THE RATE OF 10% PER ANNUM.

PAYMENTS WILL BE APPLIED TO UNPAID CHARGES ON FIRST INSTALLMENT BEFORE CREDITING SECOND INSTALLMENT.

PLEASE EXAMINE THIS BILL, AND SEE THAT THE DESCRIPTION OF THE PROPERTY IS CORRECT. IF YOU HAVE SOLD THIS PROPERTY, FORWARD THIS BILL TO THE PROPER PARTY. IMMEDIATELY ADVISE THE OFFICE OF ASSESSMENTS OF ANY CHANGE IN NAME OR ADDRESS.

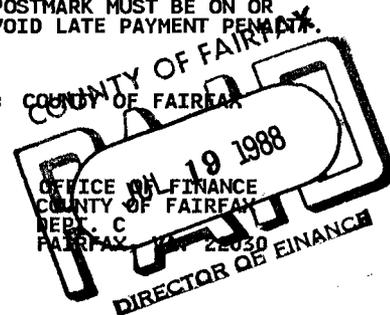
THE ASSESSED VALUES SHOWN ABOVE REPRESENT 100% OF THE MOST RECENT APPRAISAL OF THE MARKET VALUE OF THIS PROPERTY.

U.S. POSTAL SERVICE POSTMARK MUST BE ON OR BEFORE DUE DATE TO AVOID LATE PAYMENT PENALTY.

PAYABLE TO: COUNTY OF FAIRFAX

MAIL TO:

O CONNELL JEAN M EXRX AND
JEAN M
CARE ANTHONY M O CONNELL
2337 S 13TH ST
ST LOUIS MISSOURI 63104



RECEIPT INFORMATION

TAX	PENALTY	INTEREST	TOTAL

DETACH HERE AND RETURN UPPER PORTION WITH PAYMENT. IF STAMPED PAID RECEIPT DESIRED, DO NOT SEPARATE - RETURN BOTH PARTS.

RECEIPT FOR SECOND INSTALLMENT
FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1988

DESCRIPTION OF PROPERTY
4026 0454 15 AC
ACCOTINK STATION WB201 109 1975 Will

BILL CONTROL NO. 400184384
MAP NO. 0904 01 0017
DISTRICT NO. 040000
TAX RATE 1.30

LAND VALUE 300,000 REAL ESTATE TAX 3,900.00
IMPROVEMENTS VALUE 000 REFUSE TAX .00
TOTAL VALUE 300,000 SPECIAL TAX .00
TOTAL ANNUAL TAX 3,900.00

AMOUNT DUE BY
12/05/88
1,950.00

JANUARY FIRST OWNER PENALTY FOR LATE PAYMENT 195.00

NOTE: IF CHECK IN PAYMENT IS NOT HONORED BY BANK, THIS RECEIPT IS VOID.

IF YOU ARE MAKING MONTHLY PAYMENTS FOR YOUR REAL ESTATE TAXES TO A MORTGAGE COMPANY, PLEASE FORWARD THIS BILL TO THEM.

THIS BILL REPRESENTS AN INSTALLMENT DUE ON THE PROPERTY DESCRIBED ABOVE. BY ORDINANCE OF THE COUNTY BOARD OF SUPERVISORS, COUNTY TAXES ON REAL ESTATE ARE DUE AND PAYABLE IN TWO INSTALLMENTS AS FOLLOWS: JULY 28 AND DECEMBER 5 OF EACH YEAR. UPON FAILURE TO PAY ANY INSTALLMENT WHEN DUE, A PENALTY OF 10% WILL BE ADDED. INTEREST WILL ACCRUE ON TAX AND PENALTY AT THE RATE OF 10% PER ANNUM.

PAYMENTS WILL BE APPLIED TO UNPAID CHARGES ON FIRST INSTALLMENT BEFORE CREDITING SECOND INSTALLMENT.

PLEASE EXAMINE THIS BILL, AND SEE THAT THE DESCRIPTION OF THE PROPERTY IS CORRECT. IF YOU HAVE SOLD THIS PROPERTY, FORWARD THIS BILL TO THE PROPER PARTY. IMMEDIATELY ADVISE THE OFFICE OF ASSESSMENTS OF ANY CHANGE IN NAME OR ADDRESS.

THE ASSESSED VALUES SHOWN ABOVE REPRESENT 100% OF THE MOST RECENT APPRAISAL OF THE MARKET VALUE OF THIS PROPERTY.

U.S. POSTAL SERVICE POSTMARK MUST BE ON OR BEFORE DUE DATE TO AVOID LATE PAYMENT PENALTY.

PAYABLE TO: COUNTY OF FAIRFAX
PAID
MAIL TO: NOV 7 1988 OFFICE OF FINANCE
COUNTY OF FAIRFAX
DEPT. C
FAIRFAX, VA. 22030

O CONNELL JEAN M EXRX AND
JEAN M
CARE ANTHONY M O CONNELL
2337 S 13TH ST
ST LOUIS MO 63104

FAIRFAX
COUNTY

RECEIPT INFORMATION			
TAX	PENALTY	INTEREST	TOTAL

1989

1990



PRESORTED

090 4 01 0017

T
O

UNDELIVERED TO ADDRESSEE
UNDELIVERABLE FORWARDED TO
 O CONNELL JEAN M EXRX AND
 JEAN M
 CARE ANTHONY M O CONNELL
 6541 FRANCONIA RD
 SPRINGFIELD VA 22150

*Hand Delivered 11/1/90 - Office Visit
 J. S. Director*



NOTICE OF ASSESSMENT CHANGE
 COUNTY OF FAIRFAX, VIRGINIA
 OFFICE OF ASSESSMENTS
 REAL ESTATE DIVISION

4100 CHAIN BRIDGE ROAD
 FAIRFAX, VIRGINIA 22030
 TELEPHONE 703-591-8599

MAP REFERENCE				DISTRICT OR TOWN	LOCAL DIST.	SMALL DIST.	DATE		
PLAT NUMBER	SUB. DIV.	BLK.	PARCEL OR LOT NUMBER				MO.	DAY	YR.
090	4	01	0017	04	00	00	03	22	90

PRIOR ASSESSMENT		LEGAL DESCRIPTION	CURRENT ASSESSMENT	
VALUE OF LOT OR LAND	\$ 300,000	15.0000 AC 4026-0454 ACCOTINK STATION WB201 109	VALUE OF LOT OR LAND	\$ 600,000
VALUE OF BUILDINGS OR IMPROVEMENTS	\$	00000	VALUE OF BUILDINGS OR IMPROVEMENTS	\$
TOTAL VALUE	\$ 300,000	NAME AND ADDRESS OF OWNER	TOTAL VALUE	\$ 600,000
		O CONNELL JEAN M EXRX AND JEAN M CARE ANTHONY M O CONNELL 6541 FRANCONIA RD SPRINGFIELD VA 22150		

YOUR ASSESSMENT HAS BEEN REVISED TO THE FIGURES INDICATED FOR: **1990**

REFER TO THIS NUMBER: *Hand Delivered 11/1/90 - Office Visit*

REASON FOR CHANGE: *Hand Delivered 11/1/90 - Office Visit*

IF YOUR ADDRESS HAS BEEN CHANGED OR IS INCORRECT, PLEASE NOTIFY THIS OFFICE IMMEDIATELY.

EXPLANATION OF ABOVE REASON FOR CHANGE

1 Construction completed	4 New subdivision lot or acreage parcel
2 Construction partially completed	5 Lot 100% Developed
3 Change in amount of acreage or square footage	6 Reassessment
	7 Reappraisal
	8 Partial lot assessment

UNITS SUBJECT TO REUSE TAX

J. S. Director

THIS IS NOT
A TAX BILL.

NOTICE OF ASSESSMENT CHANGE
COUNTY OF FAIRFAX, VIRGINIA
OFFICE OF ASSESSMENTS
REAL ESTATE DIVISION

4100 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030
TELEPHONE 703-591-8599

MAP REFERENCE				DISTRICT OR TOWN	LOCAL DIST.	SMALL DIST.	DATE		
PLAT NUMBER	SUB. DIV.	BLK.	PARCEL OR LOT NUMBER				MO	DAY	YR.
090	14	01	0017	04	00	00	03	22	90

PRIOR ASSESSMENT	LEGAL DESCRIPTION	CURRENT ASSESSMENT
VALUE OF LOT OR LAND \$ 300,000	15.0000AC 4026-0454 ACCOTINK STATION WB201 109 00000	VALUE OF LOT OR LAND \$ 600,000
VALUE OF BUILDINGS OR IMPROVEMENTS \$		VALUE OF BUILDINGS OR IMPROVEMENTS \$
TOTAL VALUE \$ 300,000	NAME AND ADDRESS OF OWNER O CONNELL JEAN M EXRX AND JEAN M CARE ANTHONY M O CONNELL 6541 FRANCONIA RD SPRINGFIELD VA 22150	TOTAL VALUE \$ 600,000

YOUR ASSESSMENT HAS BEEN REVISIED TO THE FIGURES INDICATED FOR:

1990

REFER TO THIS REASON FOR CHANGE IF YOUR ADDRESS HAS BEEN CHANGED OR IS INCORRECT, PLEASE NOTIFY THIS OFFICE IMMEDIATELY
Hand & Richard 11/1/90 - Office Used

UNITS SUBJECT TO REFUSE TAX

- EXPLANATION OF ABOVE REASON FOR CHANGE
- No. 1 Construction completed
 - 2 Construction partially completed
 - 3 Change in amount of acreage or square footage
 - 4 New subdivision lot or acreage parcel
 - 5 Lot 100% Developed
 - 6 Reassessment
 - 7 Reason
 - 8 Partial lot assessment

If more than one number appears in the red block, this would indicate that the change is due to a combination of the above reasons. PLEASE SEE EXPLANATION ON REVERSE SIDE.

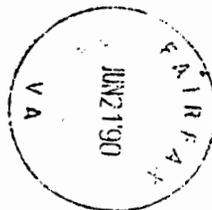
3
FIRST CLASS
U.S. POST
PAID 1.0
PERMIT NO.
FAIRFAX

COUNTY OF FAIRFAX
OFFICE OF FINANCE
4080 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

O CONNELL JEAN M EXRX AND
JEAN M
CARE ANTHONY M O CONNELL
6541 FRANGONIA RD
SPRINGFIELD VA 22150

RETURNED
TO SENDER
UNDELIVERABLE
AS ADDRESSED
FORWARDING
ORDER EXPIRED

021
JUN 21 1990
FAIRFAX VA



U.S. POSTAGE
021
METER 2846223



NOTE 3

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
November 1, 1990

Ms. Dena M. Siri, CAE
Director, Real Estate Division
Office of Assessments
4100 Chain Bridge Road
Fairfax, Virginia 22030
(703) 246-4805

Dear Ms. Siri:

Thank you for solving the problem concerning the missing
3/22/90 assessment and 6/21/90 notice for 90-4-001-17.

The acting Post Master, Mr. Jeffery Gray, tells me that
the mail carriers were correct in not delivering the documents
because it is "addressed to Jean O Connell".

Pursuant to our telephone conversation today, would you
please change the name and address to that as written above?

It was a pleasure to visit with you.

I don't understand why it was
not delivered when it is
addressed to: "Care Anthony
O'Connell" at Anthony
O'Connell's address .

Sincerely,

Tony O'Connell
Anthony O'Connell, Trustee

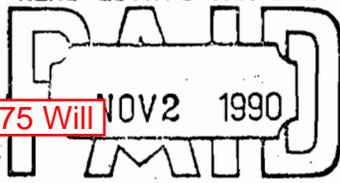
Copies to:

Mr. Jeffery Gray, Acting Post Master
U.S. Postal Service
7051 Brookfield Plaza
Springfield, Virginia 22150
(703) 451-1533

Mr. Leon L. Greise
Deputy Director, Office of Finance
4080 Chain Bridge Road
Fairfax, Virginia 22030
(703) 246-2955

PLEASE DO NOT SEPARATE IF YOU WANT A RECEIPT. IF YOU DO NOT WANT A RECEIPT, RETURN ONLY THE TOP PORTION.

RECEIPT FOR SECOND INSTALLMENT
FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1990



DESCRIPTION OF PROPERTY
4026 0454 15 AC
ACCOTINK STATION WB201 109

1975 Will

DIRECTOR OF FINANCE

AMOUNT DUE BY	12/05/90
	7,147.40
PENALTY FOR LATE PAYMENT	
	333.00

LAND VALUE	600,000	REAL ESTATE TAX RATE	38.110
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.000
TOTAL VALUE	600,000	LEAF COLL. RATE	.000

REAL ESTATE TAX	6,660.00
COMMUNITY CTR. TAX	.00
LEAF COLL.	.00
REFUSE COLL.	.00
SPECIAL FEE	.00
TOTAL	6,660.00

TRUST U/W HAROLD A. O'CONNELL
ANTHONY M. O'CONNELL, TRUSTEE
6541 FRANCONIA ROAD PH. 703-971-2855
SPRINGFIELD, VA. 22150

FAIRFAX COUNTY
Seven thousand, eight hundred and twenty three dollars

Continental Federal SAVINGS BANK
FAIRFAX, VIRGINIA 22030
REAL ESTATE TAX
MEMO ACCOUNT 1990

256072675:230019380220 0188

PAID TO THE ORDER OF

DATE 0904-01-0017 188
NOV 1 1990 68-7267 2560

Anthony M. O'Connell
Trustee

THIS RECEIPT IS VOID.
PLEASE FORWARD THIS BILL TO THEM.
OFFICE OF THE COUNTY BOARD OF TAX APPEALS
DEPT. C
700 S. BRIDGES BLVD.
FAIRFAX, VA. 22030

IF YOU HAVE SOLD THIS PROPERTY, ANY CHANGE IN NAME OR ADDRESS, PLEASE CALL 591-8598.

PAYABLE TO: COUNTY OF FAIRFAX

MAIL TO: OFFICE OF FINANCE
COUNTY OF FAIRFAX
DEPT. C
FAIRFAX, VA. 22030

O'CONNELL JEAN M EXRX AND
JEAN M
CARE ANTHONY M O'CONNELL
6541 FRANCONIA RD
SPRINGFIELD VA 22150

RECEIPT INFORMATION			
BILL CONTROL	MAP NUMBER	DISTRICT	
400552885	0904 01 0017	040000	
TAXES PAID	PENALTY PAID	INTEREST PAID	TOTAL PAID
6660.00	333.00	93.23	7086.23

VOUCHER #	PYMT CODE	INVOICE NUMBER(S) / REMITTANCE DESCRIPTION	AMOUNT
VP39701A		4#OVERPAYMENT-PENALTY#	333.00
VP39701B		4#INTEREST#	93.23
PHONE INQUIRIES		145-389080	11/16/90
		CHECK NUMBER	CHECK DATE
		426.23	0.00
		GROSS AMOUNT	TOTAL DISCOUNT
			426.23
			TOTAL PAID

PAYMENT CODES

1. YOUR INVOICE
2. TRAVEL REIMBURSEMENT
3. TRAVEL ADVANCE
4. REFUND - OVERPAYMENT OF REAL ESTATE TAX
5. REFUND - OVERPAYMENT OF PERS. PROP. TAX
6. REFUND - INSTRUCTIONAL CLASS
7. REFUND - VEHICLE LICENSE
8. WORKER'S COMPENSATION
9. OTHER - SEE DESCRIPTION COLUMN

COUNTY OF FAIRFAX, VIRGINIA

REMOVE THIS STRIP

REMOVE THIS STRIP

COUNTY OF FAIRFAX, VIRGINIA

GENERAL DISBURSEMENT ACCOUNT

CHECK NUMBER 145-389080

DATE 11-16-90

VOID AFTER 90 DAYS

PAY FOUR HUNDRED TWENTY SIX DOLLARS AND TWENTY THREE CENTS

TO THE ORDER OF

JEAN M O'CONNELL
ANTHONY M O'CONNELL TR
6541 FRANCONIA RD
SPRINGFIELD VA 22150

\$ *****426.23

COUNTY EXECUTIVE DIRECTOR OF FINANCE

SOVRAN BANK
BEDFORD OPERATIONS CENTER
BEDFORD, VIRGINIA

88-064
514

Signature: *[Handwritten Signature]* Susan S. Blanton

⑈ 389080⑈ ⑆ 0514006461⑆ 0944 3419⑈

1991

Return top portion with payment. Cancelled check will be your receipt. Retain bottom portion for your records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1991

DESCRIPTION OF PROPERTY
4026 0454 15 AC
ACCOTINK STATION WB201 109

1975 Will

P 6/26/91
3,330.00

AMOUNT DUE BY 07/28/91
3,330.00

PENALTY FOR LATE PAYMENT
333.00

LAND VALUE	600,000	REAL ESTATE TAX RATE	1.110	REAL ESTATE TAX	6,660.00
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.000	COMMUNITY CTR. TAX	.00
TOTAL VALUE	600,000	LEAF COLLECTION RATE	.000	LEAF COLLECTION	.00
				REFUSE COLLECTION	.00
				SPECIAL FEE	.00
JANUARY FIRST OWNER		TOTAL TAX RATE	1.110	TOTAL	6,660.00

check 7/25/91

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, county taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

If you want to pay by credit card (VISA/Master Card only), please call (703) 352-3310. A 2.25% service charge will be added.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Office of Assessments, in writing, of any change in name or address.

If you have any questions concerning the amount due, please call the Office of Finance, 591-8598.

U.S. POSTAL SERVICE POSTMARK MUST BE ON OR BEFORE DUE DATE TO AVOID 10% LATE PAYMENT PENALTY

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: OFFICE OF FINANCE
COUNTY OF FAIRFAX
DEPT. C
FAIRFAX, VA. 22030

O CONNELL ANTHONY M TR
O CONNELL JEAN M

6541 FRANCONIA RD
SPRINGFIELD VA 22150

PLEASE WRITE THE FOLLOWING ACCOUNT NUMBER ON CHECK:
0904 01 0017

Return top portion with payment. Cancelled check will be your receipt. Retain bottom portion for your records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1991

DESCRIPTION OF PROPERTY
4026 0454 15 AC
ACCOTINK STATION WB201 109

1975 Will

AMOUNT DUE BY 12/05/91
3,330.00

PENALTY FOR LATE PAYMENT
333.00

LAND VALUE 600,000
IMPROVEMENTS VALUE 000
TOTAL VALUE 600,000

REAL ESTATE TAX RATE 1.110
COMMUNITY CTR. TAX RATE .000
LEAF COLLECTION RATE .000

REAL ESTATE TAX 6,660.00
COMMUNITY CTR. TAX .00
LEAF COLLECTION .00
REFUSE COLLECTION .00
SPECIAL FEE .00
TOTAL 6,660.00

JANUARY FIRST OWNER

TOTAL TAX RATE 1.110

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, county taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

If you want to pay by credit card (VISA/Master Card only), please call (703) 352-3310. A 2.25% service charge will be added.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Office of Assessments, in writing, of any change in name or address.

If you have any questions concerning the amount due, please call (703) 246-3070.

**U.S. POSTAL SERVICE POSTMARK MUST BE ON OR
BEFORE DUE DATE TO AVOID 10% LATE PAYMENT PENALTY**

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: COUNTY OF FAIRFAX
OFFICE OF FINANCE, DEPT. C
P.O. BOX 10200
FAIRFAX, VA. 22035-0200

O CONNELL ANTHONY M TR
O CONNELL JEAN M

6541 FRANCONIA RD
SPRINGFIELD VA 22150

PLEASE WRITE THE FOLLOWING ACCOUNT NUMBER ON CHECK:
0904 01 0017

1992

COMMONWEALTH OF VIRGINIA
Memorandum of Corrected Assessment by Supervisor of Assessments of
Unpaid Local Levies

The memorandum must be prepared by supervisor of assessments. One copy must be delivered to the county or city treasurer or city collector, one to taxpayer, and one copy must be retained by the supervisor of assessments.

MAP REFERENCE

PLAT NUMBER	SUB-DIV	BLK.	PARCEL OR LOT NUMBER	SUPP.	DISTRICT OR TOWN	LOCAL DIST.	SMALL DIST.
090	4	01	0017		04	00	00

Name and Address of Taxpayer

O CONNELL ANTHONY M TR
C/O OCONNELL ANTHONY M TR
6541 FRANCONIA RD
SPRINGFIELD VA 22150

COUNTY OF FAIRFAX

Date: **11/24/92**

	SUBJECT OF TAXATION	YEAR	VALUE	LOCAL LEVY	PENALTY	TOTAL TAX AND PENALTY
Original Assessment	REAL EST	1992	600,000	6,976.80		6,976.80
Abatement	REAL EST		300,000	3,488.40		3,488.40
Corrected Assessment	REAL EST		300,000	3,488.40		3,488.40

Refer to the number in block as to reason for abatement →

6

Mtg Co. No.

Amount Credited For Previous Payment	
Interest Due	
Balance Due	

- Adjustment of Jan. 1 partial assessment to a prorated assessment based on completed construction
- Adjustment per review by appraiser
- Adjustment per action of Board of Equal.
- Adjustment per error in Jan. 1 assessment
- Adjustment per damage to improvements
- Adjustment per appeal
-

IF YOUR TAXES ARE PAID AS A PART OF YOUR MONTHLY MORTGAGE PAYMENT, YOU MAY WISH TO FORWARD A COPY OF THIS CHANGE TO YOUR MORTGAGE COMPANY.

Paul E. Smith

PAUL E. SMITH
 Supervisor of Assessments
 County of Fairfax

- A. Tax
- B. Refuse Tax
- C. Special Tax

A Copy - Teste:

Return top portion with payment. Cancelled check will be your receipt. Retain bottom portion records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1992

DESCRIPTION OF PROPERTY
6026 0454 15 AC
ACCOTINK STATION WB201 109

1975 Will

AMOUNT DUE BY 07/28/92
3,488.40

PENALTY FOR LATE PAYMENT
348.84

LAND VALUE	600,000	REAL ESTATE TAX RATE	1.1600	REAL ESTATE TAX	6,960.00
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.0000	COMMUNITY CTR. TAX	.00
TOTAL VALUE	600,000	LEAF COLLECTION RATE	.0000	LEAF COLLECTION	.00
				REFUSE COLLECTION	.00
				SPECIAL FEE	.00
JANUARY FIRST OWNER		GYPSY MOTH TAX RATE	.0028	GYPSY MOTH TAX	16.80
		TOTAL TAX RATE	1.1628	TOTAL	6,976.80

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, county taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

To pay by credit card (VISA/Mastercard only), call (703) 222-8234, press "3". A 2.25% service charge will be added.

You may also pay at any NationsBank location in Northern Virginia. You need not have an account at the bank, nor is there a charge for this service; however, payment must be made by the due date and for the exact amount billed.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Office of Assessments, in writing, of any change in name or address.

If you have any questions concerning the amount due, please call (703) 222-8234, press "2".

U.S. POSTAL SERVICE POSTMARK MUST BE ON OR
BEFORE DUE DATE TO AVOID 10% LATE PAYMENT PENALTY

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: COUNTY OF FAIRFAX
OFFICE OF FINANCE DEPT C
PO BOX 10200
FAIRFAX VA 22035-0200

O CONNELL ANTHONY M TR
O CONNELL JEAN M

6541 FRANCONIA RD
SPRINGFIELD VA 22150

PLEASE WRITE THE FOLLOWING ACCOUNT NUMBER ON CHECK:

0904 01 0017

pd
6/21/92

1993

1994

Return top portion with payment. Canceled check will be your receipt. Retain bottom portion for your records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1994

DESCRIPTION OF PROPERTY
8307 1446 15 AC
ACCOTINK STATION WB201 109

1992 deed
1975 Will



AMOUNT DUE BY 07/28/94
1,742.10

PENALTY FOR LATE PAYMENT
174.21

LAND VALUE	300,000	REAL ESTATE TAX RATE	1.1600	REAL ESTATE TAX	3,480.00
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.0000	COMMUNITY CTR. TAX	.00
TOTAL VALUE	300,000	LEAF COLLECTION RATE	.0000	LEAF COLLECTION	.00
				REFUSE COLLECTION	.00
				SPECIAL FEE	.00
JANUARY FIRST OWNER		GYPSY MOTH TAX RATE	.0014	GYPSY MOTH TAX	4.20
		TOTAL TAX RATE	1.1614	TOTAL	3,484.20

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, county taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

To pay by credit card (**Discover, VISA and MasterCard only**), please call (703) 222-8234 and press "3". A 2.11% service charge will be added when paying with VISA/MasterCard, a \$2.00 maximum service charge will be added when paying with Discover Card. HEARING IMPAIRED PERSONS MAY CALL TDD: (703) 222-7594.

You may also pay at any Central Fidelity, First Union, First Virginia, NationsBank or Signet Branch in Northern Virginia. You need not have an account at the bank, nor is there a charge for this service; however, payment must be made by the due date and for the exact amount billed.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Office of Assessments, in writing, of any change in name or address.

If you have any questions concerning the amount due, please call (703) 222-8234, press "2".

Mail early, affix sufficient postage, ensure the envelope is postmarked by the U.S. Postal Service on or before July 28, 1994. If mailing near the due date, have your envelope "hand canceled" by the U.S. Post Office.

PLEASE WRITE THE FOLLOWING MAP NUMBER ON CHECK:

0904 01 0017

OCONNELL ANTHONY M TR

6541 FRANCONIA RD
SPRINGFIELD VA 22150

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: COUNTY OF FAIRFAX
OFFICE OF FINANCE DEPT C
P.O. BOX 10200
FAIRFAX VA 22035-0200

1995

Return top portion with payment. Canceled check will be your receipt. Retain bottom portion for your records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1995

DESCRIPTION OF PROPERTY
08307 1666 15 AC
ACCOTINK STATION WB201 109

1992 deed
1975 Will

AMOUNT DUE BY 07/28/95
1,742.10

PENALTY FOR LATE PAYMENT
174.21

LAND VALUE	300,000	REAL ESTATE TAX RATE	1.1600	REAL ESTATE TAX	3,480.00
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.0000	COMMUNITY CTR. TAX	.00
TOTAL VALUE	300,000	LEAF COLLECTION RATE	.0000	LEAF COLLECTION	.00
				REFUSE COLLECTION	.00
				SPECIAL FEE	.00
JANUARY FIRST OWNER		GYPSY MOTH TAX RATE	.0014	GYPSY MOTH TAX	4.20
		TOTAL TAX RATE	1.1614	TOTAL	3,484.20

IF YOU ARE MAKING MONTHLY PAYMENTS FOR YOUR REAL ESTATE TAXES TO A MORTGAGE COMPANY, PLEASE FORWARD THIS BILL TO THEM.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, County taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

To pay by credit card (Discover only), please call (703) 222-8234 and press "3". A \$2.00 maximum service charge will be added when paying with a Discover card. HEARING IMPAIRED PERSONS MAY CALL TDD: (703) 222-7594.

You may also pay at any Central Fidelity, Crestar, First Union, First Virginia, NationsBank or Signet Branch in Northern Virginia. You need not have an account at the bank, nor is there a charge for this service; however, payment must be made by the due date and for the exact amount billed.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Department of Tax Administration, in writing, of any change in name or address. If you have any questions concerning the amount due, please call (703) 222-8234, press "2".

Mail early, affix sufficient postage, ensure the envelope is postmarked by the U.S. Postal Service on or before July 28, 1995. If mailing near the due date, have your envelope "hand canceled" by the U.S. Post Office.

PLEASE WRITE THE FOLLOWING MAP NUMBER ON CHECK:

0904 01 0017

OCONNELL ANTHONY M TR

6541 FRANCONIA RD
SPRINGFIELD VA 22150

*hand canceled
7/31/95*

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: COUNTY OF FAIRFAX
DEPT. OF TAX ADMINISTRATION
P.O. BOX 10200
FAIRFAX VA 22035-0200

Return top portion with payment. Canceled check will be your receipt. Retain bottom portion for your records.

FAIRFAX COUNTY, VIRGINIA REAL ESTATE TAX BILL - TAX YEAR 1995

DESCRIPTION OF PROPERTY
08307 1446 15 AC
ACCOTINK STATION WB201 109

1992 deed
1975 Will
11/4/95

742.10

AMOUNT DUE BY 12/05/95
1,742.10

PENALTY FOR LATE PAYMENT
174.21

LAND VALUE	300,000	REAL ESTATE TAX RATE	1.1600	REAL ESTATE TAX	3,480.00
IMPROVEMENTS VALUE	000	COMMUNITY CTR. TAX RATE	.0000	COMMUNITY CTR. TAX	.00
TOTAL VALUE	300,000	LEAF COLLECTION RATE	.0000	LEAF COLLECTION	.00
				REFUSE COLLECTION	.00
				SPECIAL FEE	.00
JANUARY FIRST OWNER		GYPSY MOTH TAX RATE	.0014	GYPSY MOTH TAX	4.20
		TOTAL TAX RATE	1.1614	TOTAL	3,484.20

IF YOU ARE MAKING MONTHLY PAYMENTS FOR YOUR REAL ESTATE TAXES TO A MORTGAGE COMPANY, PLEASE FORWARD THIS BILL TO THEM.

This bill represents an installment due on the property described above. By ordinance of the County Board of Supervisors, County taxes on real estate are due and payable in two installments as follows: July 28 and December 5 of each year. Upon failure to pay any installment when due, a penalty of 10% will be added. Interest will accrue on tax and penalty at the rate of 10% per annum.

To pay by credit card (Discover only), please call (703) 222-8234. A \$2.00 maximum service charge will be added when paying with a Discover card. HEARING IMPAIRED PERSONS MAY CALL TDD: (703) 222-7594.

You may also pay at any Central Fidelity, Crestar, First Union, First Virginia, NationsBank or Signet Branch in Northern Virginia. You need not have an account at the bank, nor is there a charge for this service; however, payment must be made by the due date and for the exact amount billed.

Please examine this bill, and verify that the description of the property is correct. If you have sold this property, forward this bill to the proper party. Immediately advise the Department of Tax Administration, in writing, of any change in name or address. If you have any questions concerning the amount due, please call (703) 222-8234.

Mail early, affix sufficient postage, ensure the envelope is postmarked by the U.S. Postal Service on or before December 5, 1995. If mailing near the due date, have your envelope "hand canceled" by the U.S. Post Office.

PLEASE WRITE THE FOLLOWING MAP NUMBER ON CHECK:

0904 01 0017

O'CONNELL ANTHONY M TR

6541 FRANCONIA RD
SPRINGFIELD VA 22150

MAKE CHECK
PAYABLE TO: COUNTY OF FAIRFAX
MAIL TO: COUNTY OF FAIRFAX
DEPT. OF TAX ADMINISTRATION
P.O. BOX 10200
FAIRFAX VA 22035-0200

1996

1997

1998

1999

2000

2001

2002

COUNTY OF FAIRFAX

DEPARTMENT OF TAX ADMINISTRATION
REAL ESTATE DIVISION

12000 GOVERNMENT CENTER PARKWAY, SUITE 223
FAIRFAX, VIRGINIA 22035-0076

DATE PRINTED:

02/25/2002

CONTROL NO:

200201000090

OCONNELL ANTHONY M TR
216 GOVERNORS LA SUITE 12
HARRISONBURG VA 22801-4477

E-MAIL ADDRESS: dtared@fairfaxcounty.gov
HOMEPAGE ADDRESS: www.fairfaxcounty.gov/dta



THIS IS NOT A TAX BILL

NOTICE OF ASSESSMENT CHANGE

If your address has changed or is incorrect,
please notify this office.

MAP REFERENCE NUMBER				
PLAT NUMBER	SUB DIV	BLK	PARCEL OR LOT NUMBER	
090	4	01	0017	

DISTRICT OR TOWN	LOCAL DIST	SMALL DIST
04	00	00

2001 ASSESSMENT		2002 ASSESSMENT	
VALUE OF LOT OR LAND		VALUE OF LOT OR LAND	
300,000		330,000	
VALUE OF BUILDINGS OR IMPROVEMENTS		VALUE OF BUILDINGS OR IMPROVEMENTS	
0		0	
TOTAL VALUE		TOTAL VALUE	
300,000		330,000	

LEGAL DESCRIPTION	LAND SIZE
ACCOTINK STATION WB201 109	15.0000 AC
	DEED BOOK/PAGE 08307 1446

1975 Will

1992 deed

REASON FOR CHANGE:

REASSESSMENT

Dear Fairfax County Taxpayer:

The Department of Tax Administration reviews and assesses each individual parcel of real estate every year. Your assessment is part of this annual program to ensure accuracy, uniformity, and equity of assessments throughout the County. The 2002 assessment is effective as of January 1, and represents 100 percent of our appraisal of the market value of the property. The 2001 assessment is shown only for reference.

Property values change because of new construction, improvements, additions, remodeling, land divisions, rezoning, appreciation, depreciation, and other changes in the economic environment. Changes in market value must be reflected in the assessment.

By law, this notice must be mailed to the property owner. If your taxes are included as part of your monthly mortgage payment, you may wish to forward the information pertaining to the assessed value to your mortgage holder. If you do not own the property described above, the Code of Virginia (Section 58.1-3330(C)) requires you to forward the notice to the property owner immediately.

Please review your assessed value as soon as possible. If you have questions concerning your assessment, please contact our office within 30 days of this notice. In doing this, you will help promote equitable assessments in Fairfax County, and help ensure that each taxpayer carries a fair share of the burden. Additional information can be obtained from our staff, our website, or from public records.

APPEAL PROCEDURE

To request formal reconsideration of your assessment by the Department of Tax Administration or an explanation of the procedure, please write or e-mail to the address above or call 703-222-8234.

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS

The Board of Equalization (BOE) is a citizen board, separate and independent from the Department of Tax Administration, which 1) hears appeals of taxpayers dissatisfied with their assessments and ensures that all assessments are equitable and uniform with those of comparable properties, and 2) changes assessments to ensure that the burden of taxation rests equally upon all taxpayers based on the 100% market value of their properties. The BOE is established and appointed by the Board of Supervisors in accordance with the Code of Virginia (Sec.15.2-840).

Taxpayers are encouraged to request formal reconsideration by the Department of Tax Administration prior to filing with the BOE; however, appeals may be made directly to the BOE or the Circuit Court of Fairfax County. The official BOE application may be obtained by calling 703-324-4891, downloading from our website, or writing to:

Fairfax County Board of Equalization
12000 Government Center Parkway
Suite 331
Fairfax, Virginia 22035-0033

BOE APPLICATIONS MUST BE FILED PRIOR TO JUNE 3.

2003

COUNTY OF FAIRFAX
 DEPARTMENT OF TAX ADMINISTRATION
 REAL ESTATE DIVISION
 12000 GOVERNMENT CENTER PARKWAY, SUITE 223
 FAIRFAX, VIRGINIA 22035-0076

DATE PRINTED:
 02/24/2003
 CONTROL NO:
 200305009183

OCONELL ANTHONY M TR
 216 GOVERNORS LA SUITE 12
 HARRISONBURG VA 22801

E-MAIL ADDRESS: dtared@fairfaxcounty.gov
 HOMEPAGE ADDRESS: www.fairfaxcounty.gov/dta

THIS IS NOT A TAX BILL
NOTICE OF ASSESSMENT CHANGE

If your address has changed or is incorrect,
 please notify this office.

MAP REFERENCE NUMBER				
PLAT NUMBER	SUB DIV	BLK	PARCEL OR LOT NUMBER	
090	4	01	0017	

DISTRICT OR TOWN	LOCAL DIST	SMALL DIST
04	00	00

2002 ASSESSMENT	2003 ASSESSMENT
VALUE OF LOT OR LAND 330,000	VALUE OF LOT OR LAND 478,500
VALUE OF BUILDINGS OR IMPROVEMENTS 0	VALUE OF BUILDINGS OR IMPROVEMENTS 0
TOTAL VALUE 330,000	TOTAL VALUE 478,500

LEGAL DESCRIPTION	LAND SIZE
ACCOTINK STATION WB201 109	15.0000 AC
	DEED BOOK/PAGE 08307 1446

1975 Will

1992 deed

REASON FOR CHANGE:

REASSESSMENT

Dear Fairfax County Taxpayer:

The Department of Tax Administration reviews and assesses each individual parcel of real estate every year. Your assessment is part of this annual program to ensure accuracy, uniformity, and equity of assessments throughout the County. The 2003 assessment is effective as of January 1, and represents 100 percent of our appraisal of the market value of the property. The 2002 assessment is shown only for reference.

Property values change because of new construction, improvements, additions, remodeling, land divisions, rezoning, appreciation, depreciation, and other changes in the economic environment. Changes in market value must be reflected in the assessment.

By law, this notice must be mailed to the property owner. If your taxes are included as part of your monthly mortgage payment, you may wish to forward the information pertaining to the assessed value to your mortgage holder. If you do not own the property described above, the Code of Virginia (Section 58.1-3330(C)) requires you to forward the notice to the property owner immediately.

Please review your assessed value as soon as possible. If you have questions concerning your assessment, please contact our office within 30 days of this notice. In doing this, you will help promote equitable assessments in Fairfax County, and help ensure that each taxpayer carries a fair share of the burden. Additional information can be obtained from our staff, our website, or from public records.

APPEAL PROCEDURE

To request formal reconsideration of your assessment by the Department of Tax Administration or an explanation of the procedure, please write or e-mail to the address above or call 703-222-8234.

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS

The Board of Equalization (BOE) is a citizen board, separate and independent from the Department of Tax Administration, which 1) hears appeals of taxpayers dissatisfied with their assessments and ensures that all assessments are equitable and uniform with those of comparable properties, and 2) changes assessments to ensure that the burden of taxation rests equally upon all taxpayers based on the 100% market value of their properties. The BOE is established and appointed by the Board of Supervisors in accordance with the Code of Virginia (Sec.15.2-840).

Taxpayers are encouraged to request formal reconsideration by the Department of Tax Administration prior to filing with the BOE; however, appeals may be made directly to the BOE or the Circuit Court of Fairfax County. The official BOE application may be obtained by calling 703-324-4891, downloading from our website, or writing to:

Fairfax County Board of Equalization
 12000 Government Center Parkway
 Suite 331
 Fairfax, Virginia 22035-0033

BOE APPLICATIONS MUST BE FILED PRIOR TO JUNE 2.

Certified 7002 0860 0003 2119 9057

County of Fairfax
Department of Tax Administration
P.O. Box 10200
Fairfax, Virginia 22035-0200

Dear Department of Tax Administration:

Enclosed is my check #160 for \$5,555.39 for payment of the total year real estate tax for parcel 0904-01-0017.

I could not obtain a 2003 real estate tax bill. The amount of \$5,555.39 was obtained by multiplying the 2003 assessed value of \$478,500.00 by the 2003 tax rate of \$1.161 per hundred.

I enclose a copy of my 2002 bill and my 2003 assessment change for reference.

Thank you.

Sincerely,
Anthony M. O'Connell, Trustee
Anthony M. O'Connell, Trustee for parcel 0904-01-0017
(B8307p1446, B8845p1449, B8845p1444)

TM 0904010017

ANTHONY M. O'CONNELL, TRUSTEE
45 SKYVIEW RD.
SEDONA, AZ 86336
0904010017

91-8707
1221
683384994

160

DATE 7/26/03

PAY TO THE ORDER OF County of Fairfax \$5,555.39

FIVE THOUSAND DOLLARS FIVE HUNDRED AND NO/100 DOLLARS

WORLD SAVINGS FIFTY-FIVE Dollars and 39/100

2290 West Highway 89A
Sedona, Arizona 86336
www.worldsavings.com

2003 REAL ESTATE TAXES
MEMO FOR PARCEL
0904010017

0904010017 683384994 TM# 0904010017

2004

OCONNELL ANTHONY M TR
45 SKYVIEW RD
SEDONA AZ 86336

E-MAIL ADDRESS: dtared@fairfaxcounty.gov
HOMEPAGE ADDRESS: www.fairfaxcounty.gov/dta

THIS IS NOT A TAX BILL
NOTICE OF ASSESSMENT CHANGE

If your address has changed or is incorrect,
please notify this office.

MAP REFERENCE NUMBER			
PLAT NUMBER	SUB DIV	BLK	PARCEL OR LOT NUMBER
090	4	01	0017

DISTRICT OR TOWN	LOCAL DIST	SMALL DIST
04	00	00

LEGAL DESCRIPTION	LAND SIZE
ACCOTINK STATION WB201 109	15.0000 AC
	DEED BOOK/PAGE 08307 1446

2003 ASSESSMENT	2004 ASSESSMENT
VALUE OF LOT OR LAND 478,500	VALUE OF LOT OR LAND 550,000
VALUE OF BUILDINGS OR IMPROVEMENTS 0	VALUE OF BUILDINGS OR IMPROVEMENTS 0
TOTAL VALUE 478,500	TOTAL VALUE 550,000

REASON FOR CHANGE:

REASSESSMENT

Dear Fairfax County Taxpayer:

The Department of Tax Administration reviews and assesses each individual parcel of real estate every year. Your assessment is part of this annual program to ensure accuracy, uniformity, and equity of assessments throughout the County. The 2004 assessment is effective as of January 1, and represents 100 percent of our appraisal of the market value of the property. The 2003 assessment is shown only for reference.

Property values change because of new construction, improvements, additions, remodeling, land divisions, rezoning, appreciation, depreciation, and other changes in the economic environment. Changes in market value must be reflected in the assessment.

By law, this notice must be mailed to the property owner. If your taxes are included as part of your monthly mortgage payment, you may wish to forward the information pertaining to the assessed value to your mortgage holder. If you do not own the property described above, the Code of Virginia (Section 58.1-3330(C)) requires you to forward the notice to the property owner immediately.

Please review your assessed value as soon as possible. If you have questions concerning your assessment, please contact our office within 30 days of this notice. In doing this, you will help promote equitable assessments in Fairfax County, and help ensure that each taxpayer carries a fair share of the burden. Additional information can be obtained from our staff, our website, or from public records.

APPEAL PROCEDURE

To request formal reconsideration of your assessment by the Department of Tax Administration or an explanation of the procedure, please write or e-mail to the address above or call 703-222-8234.

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS

The Board of Equalization (BOE) is a citizen board, separate and independent from the Department of Tax Administration, which 1) hears appeals of taxpayers dissatisfied with their assessments and ensures that all assessments are equitable and uniform with those of comparable properties, and 2) changes assessments to ensure that the burden of taxation rests equally upon all taxpayers based on the 100% market value of their properties. The BOE is established and appointed by the Board of Supervisors in accordance with the Code of Virginia (Sec.15.2-840).

Taxpayers are encouraged to request formal reconsideration by the Department of Tax Administration prior to filing with the BOE; however, appeals may be made directly to the BOE or the Circuit Court of Fairfax County. The official BOE application may be obtained by calling 703-324-4891, downloading from our website, or writing to:

Fairfax County Board of Equalization
12000 Government Center Parkway
Suite 331
Fairfax, Virginia 22035-0033

BOE APPLICATIONS MUST BE FILED PRIOR TO JUNE 1.

2005

COUNTY OF FAIRFAX
 DEPARTMENT OF TAX ADMINISTRATION
 REAL ESTATE DIVISION
 12000 GOVERNMENT CENTER PARKWAY, SUITE 223
 FAIRFAX, VIRGINIA 22035-0076

DATE PRINTED:
 02/28/2005
 CONTROL NO:
 200511011972

OCNNELL ANTHONY M TR
 45 SKYVIEW RD
 SEDONA AZ 86336

E-MAIL ADDRESS: dtared@fairfaxcounty.gov
 HOMEPAGE ADDRESS: www.fairfaxcounty.gov/dta

THIS IS NOT A TAX BILL

NOTICE OF ASSESSMENT CHANGE

If your address has changed or is incorrect,
 please notify this office.

MAP REFERENCE NUMBER				
PLAT NUMBER	SUB DIV	BLK	PARCEL OR LOT NUMBER	
090	4	01	0017	

DISTRICT OR TOWN	LOCAL DIST	SMALL DIST
4	00	00

LEGAL DESCRIPTION	LAND SIZE
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449	15 AC DEED BOOK/PAGE 08307 1446

2004 ASSESSMENT	2005 ASSESSMENT
VALUE OF LOT OR LAND 550,000	VALUE OF LOT OR LAND 726,000
VALUE OF BUILDINGS OR IMPROVEMENTS 0	VALUE OF BUILDINGS OR IMPROVEMENTS 0
TOTAL VALUE 550,000	TOTAL VALUE 726,000

REASON FOR CHANGE:

REASSESSMENT

Dear Fairfax County Taxpayer:

The Department of Tax Administration reviews and assesses each individual parcel of real estate every year. Your assessment is part of this annual program to ensure accuracy, uniformity, and equity of assessments throughout the County. The 2005 assessment is effective as of January 1, and represents 100 percent of our appraisal of the market value of the property. The 2004 assessment is shown only for reference.

Property values change because of new construction, improvements, additions, remodeling, land divisions, rezoning, appreciation, depreciation, and other changes in the economic environment. Changes in market value must be reflected in the assessment.

By law, this notice must be mailed to the property owner. If your taxes are included as part of your monthly mortgage payment, you may wish to forward the information pertaining to the assessed value to your mortgage holder. If you do not own the property described above, the Code of Virginia (Section 58.1-3330(C)) requires you to forward the notice to the property owner immediately.

Please review your assessed value as soon as possible. If you have questions concerning your assessment, please contact our office within 30 days of this notice. In doing this, you will help promote equitable assessments in Fairfax County, and help ensure that each taxpayer carries a fair share of the burden. Additional information can be obtained from our staff, our website, or from public records.

APPEAL PROCEDURE

To request formal reconsideration of your assessment by the Department of Tax Administration or an explanation of the procedure, please write or e-mail to the address above or call 703-222-8234. Appeal deadline is April 4 for response prior to June 1.

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS

The Board of Equalization (BOE) is a citizen board, separate and independent from the Department of Tax Administration, which 1) hears appeals of taxpayers dissatisfied with their assessments and ensures that all assessments are equitable and uniform with those of comparable properties, and 2) changes assessments to ensure that the burden of taxation rests equally upon all taxpayers based on the 100% market value of their properties. The BOE is established and appointed by the Board of Supervisors in accordance with the Code of Virginia (Sec.15.2-840).

Taxpayers are encouraged to request formal reconsideration by the Department of Tax Administration prior to filing with the BOE; however, appeals may be made directly to the BOE or the Circuit Court of Fairfax County. The official BOE application may be obtained by calling 703-324-4891, downloading from our website, or writing to:

Fairfax County Board of Equalization
 12000 Government Center Parkway, Suite 331
 Fairfax, Virginia 22035-0033

BOE APPLICATIONS MUST BE FILED PRIOR TO JUNE 1.

505103302

**FAIRFAX COUNTY, VIRGINIA
REAL ESTATE TAX BILL**

4044376930000036336300000000000000000001

OCONNELL ANTHONY M TR

Tax based on January 1 value
1st Installment Tax Period Jan. - June 2005
2nd Installment Tax Period July - December 2005

45 SKYVIEW RD
SEDONA AZ 86336

Map Reference Number	0904 01 0017
Stub Number	404437693
Deed Book/Page	08307 1446
ACCOTINK STATION	
WB201 109 DB8307-1446	1975 Will
DB8845-1444 DB8845-1449	1992 deed
REAL ESTATE TAX	7,260.00
PEST INFESTATION TAX	7.26
TOTAL ANNUAL TAX	7,267.26
CURRENT YEAR BALANCE	\$3,633.63

JANUARY 1 VALUE 726,000

2005 District Rate per \$100 of Value .

REAL ESTATE 1.0000
INFESTATION CONTROL .0010
TOTAL TAX RATE 1.0010

Total Balance Due \$3,633.63
Payment Due Date 7/28/2005

Credit Card Payments	
You may pay this bill by using your Discover, MasterCard or Visa credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.	
Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	404437693

Balance Due \$3,633.63

Include this number on your check:
0904 01 0017
Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them. DO NOT WRITE ON YOUR BILL OR SEND CORRESPONDENCE WITH YOUR PAYMENT. Please refer to flyer for instructions on correspondence. Taxes not paid by the due date are charged penalty and interest, refer to flyer. Returned checks will be charged \$35.00. Contact DTA for customer service via our web page at www.fairfaxcounty.gov/dta or call 703-222-8234, TTY: 703-222-7594.

Return this portion of your bill with payment.

4044376930000036336300000000000000000001

OCONNELL ANTHONY M TR

45 SKYVIEW RD
SEDONA AZ 86336

2006

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 223
 Fairfax, Virginia 22035
 (703) 222-8234; dtared@fairfaxcounty.gov
 www.fairfaxcounty.gov/dta

MAP REFERENCE NUMBER				
PLAT NUMBER	SUB DIV	BLK	PARCEL OR LOT NUMBER	
090	4	01	0017	

DISTRICT OR TOWN	LOCAL DIST	SMALL DIST	LAND SIZE	DEED BOOK/PAGE
4	00	00	15 AC	08307 1446

LEGAL DESCRIPTION
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449

OCONNELL ANTHONY M TR
 45 SKYVIEW RD
 SEDONA AZ 86336-3141



Date Printed: 02/27/2006
 Control Number: 200619094384
 Please notify this office if your address
 has changed or is incorrect.

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2005 Assessed Value of Property	2006 Assessed Value of Property
\$726,000	\$980,000
This amount was allocated between land and building as follows-- Land: 726,000 Building: 0	This amount was allocated between land and building as follows-- Land: 980,000 Building: 0

REASON(S) FOR CHANGE:

REASSESSMENT

See Reverse Side for
 Appeal Information

Dear Fairfax County Taxpayer:

In general, January 1, 2006, residential assessments are based on sales that occurred during 2005. With the rapid rate of sales price appreciation during most of 2005, it was not unusual to see 2005 sale prices increase well above prior year assessments. As a result, the majority of January 1, 2006, assessments increased substantially from the prior year to keep pace with the market.

DTA uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sale ratio (ASR) for each assessment neighborhood. The ASR analysis compares the assessed values of properties which sold in 2005 to actual selling prices of those properties. As sale prices rise above prior year assessments, valuation adjustments are made to keep assessments at an appropriate level based on neighborhood averages. Necessary adjustments are determined by analyzing actual sales, and are then applied to other comparable properties within the neighborhood, both sold and unsold.

Individual parcel sales may vary from the average, due in part to the effect of price appreciation relative to the date of sale. Like other Virginia jurisdictions, DTA appraisers use market and cost data to determine residential property assessments. Staff supplements its computer-assisted analysis with field surveys and other data to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes 'cost' information to help determine the appropriate assessment level. Staff reviews the replacement cost of a home or building, less an estimate of accrued depreciation based on the age and condition of property. Their analysis also helps to allocate the total property assessment between the home and land value.

For commercial properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.

2007

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 357
 Fairfax, Virginia 22035
 (703) 222-8234; dtared@fairfaxcounty.gov
www.fairfaxcounty.gov/dta

Tax Map Reference Number: 0904 01 0017
 District Code: 40000
 Supervisor District: LEE
 Other Tax Districts: Pest Infestation

Land Size: 15 AC
 Deed Book/Page: 08307 - 1446

OCONNELL ANTHONY M TR
 00856 COUNTRY CLUB DR
 PRESCOTT AZ 86303-4061

LEGAL DESCRIPTION
 ACCOTINK STATION 1975 Will
 WB201 109 DB8307-1446 1992 deed
 DB8845-1444 DB8845-1449



Date Printed: 02/26/2007
 Control Number: R200791070432

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES.

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2006 Assessed Value of Property	2007 Assessed Value of Property
\$980,000	\$1,029,000
This amount was allocated between land and building as follows-- Land: \$980,000 Building: \$0	This amount was allocated between land and building as follows-- Land: \$1,029,000 Building: \$0

REASON(S) FOR CHANGE:

REASSESSMENT

◦ See Reverse Side for Appeal Information ◦

Dear Fairfax County Taxpayer:

January 1, 2007 residential assessments are based on 2006 sales activity. While the volume of sales slowed dramatically during 2006, prices remained relatively stable. Reflecting this market, approximately 66% of the January 1, 2007 residential assessments remain flat or have experienced a slight decline in value. Assessment changes do vary by neighborhood however, and based on the sales data some properties still realized market appreciation during 2006. Of the properties that increased, most had gains of less than 10%.

DTA uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sale price ratio (ASR) for each assessment neighborhood. The ASR analysis compares 2006 assessments to actual sales prices that occur during the year. The relationship between the 2006 assessment and sales price helps determine whether an assessment adjustment is necessary for 2007. As sale prices stagnate, the existing ASR generally remains in balance and assessment changes also moderate. Necessary adjustments are determined by analyzing actual sales, and are then applied to other comparable properties within the neighborhood, both sold and unsold.

Individual parcel sales may vary from the average, due in part to the effect of price appreciation or decline relative to the date of sale. Like other Virginia jurisdictions, DTA appraisers use market and cost data to determine residential property assessments. Staff supplements its computer-assisted analysis with field surveys and other data to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes 'cost' information to help determine the appropriate assessment level. Staff reviews the replacement cost of a home or building, less an estimate of accrued depreciation based on the age and condition of property. Their analysis also helps to allocate the total property assessment between the home and land value.

For commercial properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.



COUNTY OF FAIRFAX

REAL ESTATE TAX BILL

000544217

40514543000000458420000000000000000001

1st Installment Tax Period Jan. - June 2007
2nd Installment Tax Period July - December 2007

CONNELL ANTHONY M TR
856 COUNTRY CLUB DR
PRESCOTT AZ 86303-4061

Map Reference Number	0904 01 0017
Stub Number	405145430
Deed Book/Page	08307 1446

ACCOTINK STATION 1975 Will
 WB201 109 DB8307-1446 1992 deed
 DB8845-1444 DB8845-1449

JANUARY 1 VALUE 1,029,000

REAL ESTATE TAX	9,158.10
PEST INFESTATION TAX	10.29
TOTAL ANNUAL TAX	9,168.39

2007 District Rate per \$100 of Value

REAL ESTATE	.8900
INFESTATION CONTROL	.0010
TOTAL TAX RATE	.8910

CURRENT YEAR BALANCE \$4,584.20

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them. DO NOT WRITE ON YOUR BILL OR SEND CORRESPONDENCE WITH YOUR PAYMENT. Please refer to flyer for instructions on correspondence. Taxes not paid by the due date are charged penalty and interest and may be subject to collection actions and additional administrative collection fees, refer to flyer. Returned checks will be charged \$35.00. Contact DTA for customer service via our web page at www.fairfaxcounty.gov/dta or call 703-222-8234, TTY: 703-222-7594. Para informacion llame al 703-324-3855.

Total Balance Due	\$4,584.20
Payment Due Date	7/28/2007
Extended to 7/30/2007 since 7/28/2007 is a Saturday	

Return this portion of your bill with payment.

40514543000000458420000000000000000001

CONNELL ANTHONY M TR
856 COUNTRY CLUB DR
PRESCOTT AZ 86303-4061

Credit Card Payments	
You may pay this bill by using your Discover, MasterCard or Visa credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.	
Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	405145430

Balance Due	\$4,584.20
--------------------	-------------------

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200



2008

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 357
 Fairfax, Virginia 22035
 (703) 222-8234; www.fairfaxcounty.gov/dta

Tax Map Reference Number:	0904 01 0017
District Code:	40000
Supervisor District:	LEE
Other Tax Districts:	PEST PREVENTION
Land Size:	15 AC
Deed Book/Page:	08307 - 1446

O'CONNELL ANTHONY M TR
 439 SOUTH VISTA DEL RIO
 GREEN VALLEY AZ 85614

LEGAL DESCRIPTION	
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449	1975 Will 1992 deed

Date Printed: 02/25/2008
 Control Number: S200804002147

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES.

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2007 Assessed Value of Property	2008 Assessed Value of Property
\$1,029,000	\$1,235,000
This amount was allocated between land and building as follows-- Land: \$1,029,000 Building: \$0	This amount is allocated between land and building as follows-- Land: \$1,235,000 Building: \$0

REASON(S) FOR CHANGE:

REASSESSMENT

◦ See Reverse Side for Appeal Information ◦

Dear Fairfax County Taxpayer:

January 1, 2008 residential assessments are generally based on 2007 sales activity. The volume of sales slowed again during 2007, and in many neighborhoods prices declined as well. As a result, more than 70% of the January 1, 2008 residential assessments have experienced a decline in value, and over 10% remain flat. Assessment changes do vary by neighborhood however, and based on the sales data some properties still realized market appreciation during 2007. Of the properties that increased, most had gains of less than 5%.

DTA uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sales price ratio (ASR) for each assessment neighborhood. The ASR analysis compares 2007 assessments to actual sales prices that occur during the year. The relationship between the 2007 assessment and sales price helps determine whether an assessment adjustment is necessary for 2008. As sale prices decline, the existing ASR generally increases (an inverse relationship), suggesting the need for downward assessment adjustments. However, not all sales prices uniformly declined throughout the County. Adjustments are based on an analysis of actual sales and comparable properties within neighborhoods.

Individual parcel sales may vary from the average, due in part to the effect of price appreciation or decline relative to the date of sale. Like other Virginia jurisdictions, DTA appraisers use market and cost data to determine residential property assessments. Staff supplements its computer-assisted analysis with field surveys and other data to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes 'cost' information to help determine the appropriate assessment level. Staff reviews the replacement cost of a home or building, less an estimate of accrued depreciation based on the age and condition of property. Their analysis also helps to allocate the total property assessment between the home and land value.

For commercial income producing properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.



COUNTY OF FAIRFAX

REAL ESTATE TAX BILL

000916522

40550317300000568718000000000000000000

1st Installment Tax Period Jan. - June 2008
2nd Installment Tax Period July - December 2008

O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Table with 2 columns: Field Name, Value. Includes Map Reference Number, Stub Number, and Deed Book/Page.

JANUARY 1 VALUE 1,235,000

ACCOTINK STATION 1975 Will
WB201 109 DB8307-1446 1992 deed
DB8845-1444 DB8845-1449

2008 District Rate per \$100 of Value
REAL ESTATE .9200
INFESTATION PREVENTION .0010
TOTAL TAX RATE .9210

Table with 2 columns: Tax Type, Amount. Includes REAL ESTATE TAX, INFEST. PREVENT. TAX, and TOTAL ANNUAL TAX.

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them. DO NOT WRITE ON YOUR BILL OR SEND CORRESPONDENCE WITH YOUR PAYMENT.

CURRENT YEAR BALANCE \$5,687.18

Return this portion of your bill with payment.

Table with 2 columns: Field Name, Value. Includes Total Balance Due and Payment Due Date.

40550317300000568718000000000000000000

Credit Card Payments

You may pay this bill by using your Discover, Visa, MasterCard or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below.

Table with 2 columns: Field Name, Value. Includes Credit Card Payment Telephone Number, Credit Card Payment Online, and Stub Number.

O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Table with 2 columns: Field Name, Value. Includes Balance Due.

Include this number on your check: 0904 01 0017



Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

2009

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 357
 Fairfax, Virginia 22035
 703-222-8234; www.fairfaxcounty.gov/dta

Tax Map Reference Number:	0904 01 0017
District Code:	40000
Supervisor District:	LEE
Other Tax Districts:	PEST PREVENTION

Land Size: 15 AC
Deed Book/Page: 08307 / 1446

LEGAL DESCRIPTION

ACCOTINK STATION
 WB201 109 DB8307-1446
 DB8845-1444 DB8845-1449

Date Printed: 02/23/2009
Control Number: 200902001576

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES

OCONNELL ANTHONY M TR
 439 SOUTH VISTA DEL RIO
 GREEN VALLEY AZ 85614

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2008 Assessed Value of Property	
Total:	\$1,235,000
This amount was allocated between land and building as follows:	
Land:	\$1,235,000
Building:	\$0

2009 Assessed Value of Property	
Total:	\$1,235,000
This amount is allocated between land and building as follows:	
Land:	\$1,235,000
Building:	\$0

REASON(S) FOR CHANGE:
 REASSESSMENT

~ See Reverse Side for
 Appeal Information ~

Dear Fairfax County Taxpayer:

During 2008, the residential real estate market showed an overall decline in average price levels. Based on this economic downturn, more than 95% of residential properties have experienced an assessment decrease for 2009. Assessment changes vary by neighborhood however, and dependent on the sales data some properties may have stayed flat or declined less than the County-wide average. The few increases in assessments are generally the result of new information concerning the physical characteristics of individual properties.

DTA uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sales price ratio (ASR) for each assessment neighborhood. The ASR analysis compares the 2008 assessments to actual sale prices that occur during the year. The relationship between the 2008 assessment and subsequent sale price helps determine whether an assessment adjustment is necessary for 2009. As sale prices decline during the year, the existing ASR generally increases (an inverse relationship), suggesting the need for downward assessment adjustments. Again, however, not all sale prices decline uniformly throughout the County, and assessments are adjusted based on an analysis of actual sales data and comparable properties within neighborhoods.

Like other Virginia jurisdictions, DTA appraisers use market sales and cost data to determine residential property assessments. Staff supplements its computer-assisted analysis with field surveys and other data to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes depreciated "cost" information to help determine the appropriate assessment level. The assessed value allocated to land this year remains a relatively constant percent of the total assessment.

For commercial income producing properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.

CERTIFIED MAIL 7009 1410 0001 5956 1216
513

ANTHONY M. O'CONNELL 5/06
9374 JACKSON RIVER ROAD
MUSTOE, VA 24465

TAX MAP # 0904 01 0017 OCT 12, 2009 68-509/514 02
Date

Pay to the Order of County of FAIRFAX \$ 6,418.10
SIX THOUSAND FOUR HUNDRED AND Dollars  Security Features Details on back.

THE BLUE GRASS VALLEY BANK EIGHTEEN DOLLARS AND 10 CENTS.
BLUE GRASS, VA 24413

BALANCE OF REAL ESTATE TAX FOR 2009
For ON PARCEL # 0904 01 0017 Anthony M. O'Connell
TRUSTEE

051405094 0517763 0513

Harland Clarke GUARDIAN SAFETY® BLUE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
DTA
P.O. BOX 10200
FAIRFAX, VA 22035-0200

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7009 1410 0001 5956 1216

PS Form 3811, February 2004 7009 1410 0001 5956 1216 95-02-M-1540

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7009 1410 0001 5956 1216
7009 1410 0001 5956 1216

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To DTA

Street, Apt. No., or PO Box No. PO. BOX 10200

City, State, ZIP+4 FAIRFAX, VA 22035-0200

PS Form 3800, August 2006 See Reverse for Instructions

greenlief

Search Mail

Search the Web

[Show search options](#)
[Create a filter](#)

Compose Mail

[Trust Deeds Available](#) - www.blackburne.com/invest - Many in inventory. Since 1980. California residents only.

Sponsored Link < >

- Inbox
- Sent Mail
- Drafts (28)
- Personal
- Travel
- 7 more ▾
- Contacts
- Tasks
- Chat

[« Back to Search Results](#) Archive Report spam Delete Move to Inbox Labels More actions

[Newer 9 of 19 Older](#)

RE: What is your position? Inbox X

Mellott, Linda C. to me, Kevin

[show details](#) Aug 21 Reply

Our records indicate that ANTHONY M O'CONNELL TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot below displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisors adopting an ordinance for Stormwater Tax District 1 effective July 1, 2009 for support of stormwater service operations and capital project activities.

Integrated Assessment System (IAS) - MELLO 08/09/2009 08:49 am | [Master Index AA05 4 0 66 (O'CONNELL ANTHONY M TR)]

Production 129 PARCEL ID: 0904 017 0017 SUBDIVISION: NBND 21632

ALTERNATE ID: BOOK/PAGE: 08307 1446 TAX YEAR: 2009 LUC: 971

ALT NAME: O'CONNELL ANTHONY M TR Own2 OWN #: CLASS: 10

ALT LOCATION: TYPE: R

Year Cycle	Base Tax & Fees	DueDate	Penalty Due	Interest Due	Total Amount Paid	Date Last Paid	Total Due
2009 1	6,428.18	07/28/2009	00	00	6,428.18	07/28/2009	00
2009 2	6,428.17	12/07/2009	00	00	71.82	05/28/2009	6,356.35
2009 6	61.75	12/07/2009	00	00	00		61.75
Refund Amount Pending							00
Prepays							00
Total Due							6,418.10

Record 1/1 (OSC) (DBG)

The second installment real estate tax bill in the amount of \$6,418.10 will be mailed by November 5, 2009 and payable by December 7, 2009.

Please contact our office at 703-222-8234 if we may be of further assistance.

Linda Mellott
Management Analyst

[New win](#)
[Print all](#)
[Turn off](#)

[Spons](#)
[Refinance](#)
\$160,000 m
No closing c
MortgageRe

[Tax Deeds](#)
How You C:
With The "T
DeedGrabb

[Top Price](#)
Absolutely M
Insta Quote.
www.SkipFc

[Bank of A](#)
Learn about
Money and
www.Bankof

[NY Estate](#)
Ivy-league t
efficient will
www.kearse

[Inheritance](#)
Do you owe
Funds for H
www.HeirAd

[4.5% 30 Yr](#)
Direct Lende
PreApprove
www.Ameris

[Commerci](#)
Commercial
No Cost An
www.Comm

[More about](#)
[Property Ta](#)
[Personal Lo](#)
[Simple Loan](#)
[Promissory](#)

A

Real Estate Division, DTA
703-324-4833

From: Anthony O'Connell
To: Greenlief, Kevin C.
Sent: Thu Aug 20 15:32:54 2009
Subject: What is your position?

Director Kevin Greenlief:

I still have not received the real estate tax bill for parcel 0904 01 0017 for 2009. Please send it to me.

(1) In my sale of parcel 0902 01 0085 in 1988, I was surprised to find out the day before settlement that my family would be told that I was blocking the settlement if I did not sign a deed that said I could not qualify as trustee:

".....whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead."(Book 7005 page 634).

Court records show that I qualified as Trustee under the Will of H A O'Connell on June 20, 1986. Which is correct? What is your position?

(2) I am selling parcel 0904 01 0017. Is the last transfer of ownership the Will of H A O'Connell at book 201 page 109 (The Will runs from page 96 to page 110) in 1975? Or the 1992 deed at book 8307 page 1446? Which is correct? What is your position?

(3) One of the Grantors of the deed at book 8307 page 1446 is Anthony M. O'Connell, Trustee under the Will of H. A. O'Connell. Is this Grantor valid? What is your position?

(4) What level of transparency and accountability do you accept?

Thank you.

Anthony O'Connell,
Trustee for parcel 0904 01 0017

[Reply](#) [Reply to all](#) [Forward](#)

[« Back to Search Results](#) [Archive](#) [Report spam](#) [Delete](#) [Move to Inbox](#) [Labels](#) [More actions](#) [« Newer 9 of 19 Older »](#)

Add phone numbers, notes and more for the people in your [Contact list](#). [Learn more](#)

You are currently using 217 MB (2%) of your 7379 MB.

This account is open in 1 other location at this IP (70.162.190.9). Last account activity: 3 minutes ago on this computer. [Details](#)

Gmail view: [standard](#) | [turn off chat](#) | [older version](#) | [basic HTML](#) | [Learn more](#)

©2009 Google - [Terms](#) - [Privacy Policy](#) - [Gmail Blog](#) - [Join the Gmail team](#) - [Google Home](#)

2010

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 357
 Fairfax, Virginia 22035
 703-222-8234; www.fairfaxcounty.gov/dta

Tax Map Reference Number:	0904 01 0017
District Code:	40000
Supervisor District:	LEE
Other Tax Districts:	PEST PREVENTION STORMWATER DIST 1
2010.02.23 (post marked)	
Land Size:	15 AC
Deed Book/Page:	08307 / 1446
LEGAL DESCRIPTION	
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449	1975 Will 1992 deed



OCONNELL ANTHONY M TR
 439 SOUTH VISTA DEL RIO
 GREEN VALLEY AZ 85614-2415

Date Printed: 02/23/2010
Control Number: 201093262609

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2009 Assessed Value of Property	2010 Assessed Value of Property
Total: \$1,235,000	Total: \$1,112,000
This amount was allocated between land and building as follows:	This amount is allocated between land and building as follows:
Land: \$1,235,000	Land: \$1,112,000
Building: \$0	Building: \$0

REASON(S) FOR CHANGE:
 REASSESSMENT

~ See Reverse Side for
 Appeal Information ~

Dear Fairfax County Taxpayer:

During most of 2009, the residential real estate market continued an overall decline in average price levels but at a slower pace than in 2008. Signs of market stabilization generally began to appear in the last half of 2009. Based on the continued but moderating market downturn, more than 80% of residential properties have experienced an assessment decrease, and another 16% have no change in assessment for 2010. Assessment changes vary by neighborhood however, and dependent on the sales data some properties may have changed at a rate different from the County-wide average. The few increases in assessments are generally the result of new information concerning the physical characteristics of individual properties, or strong sales evidence.

DTA uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sales price ratio (ASR) for each assessment neighborhood. The ASR analysis compares the 2009 assessments to actual sale prices that occur during the year. The relationship between the 2009 assessment and subsequent sale price helps determine whether an assessment adjustment is necessary for 2010. As sale prices decline during the year, the existing ASR generally increases (an inverse relationship), suggesting the need for downward assessment adjustments. Again, however, not all sale prices change uniformly throughout the County, and assessments are adjusted based on an analysis of actual sales data and comparable properties within neighborhoods.

Like other Virginia jurisdictions, DTA appraisers use market sales and cost data to determine residential property assessments. Staff supplements its computer-assisted analysis with field surveys and other data to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes depreciated "cost" information to help determine the appropriate assessment level. The assessed value allocated to land this year remains a relatively constant percent of the total assessment.

For commercial income producing properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.



County of Fairfax, Virginia

Department of Tax Administration

12000 Government Center Pkwy

Suite 223

Fairfax VA 22035-0076

ADDRESS SERVICE REQUESTED

US POSTAGE

\$00.33

07/01/2010

Hasler

018113503592

ZIP 22035

FIRST-CLASS AUTO



*F CAN'T
PAY S. 11/10
FROM 2004/2010*

2010

**IMPORTANT TAX DOCUMENT
DO NOT DESTROY**

Deingue 8/01/10

2010.07.01
(post marked) .
But contents
unknown



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

August 24, 2010

106315

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Stub Number: 406220660
Map Number: 0904 01 0017

DELINQUENT REAL ESTATE NOTICE
PAST DUE AMOUNT: \$6,775.57

ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

1975 Will

1992 deed

Dear Property Owner:

Our records indicate that your payment for the First Installment Real Estate Taxes for the above referenced tax map number was not received by July 28, 2010. Penalty for late payment plus interest has been assessed. The total amount due is \$6,775.57 through August 31, 2010.

Please send your payment by check made payable to the County of Fairfax no later than August 31, 2010. In order to expedite payment processing, we recommend paying online. To learn about other payment options we offer, please visit <http://www.fairfaxcounty.gov/dta>.

Payments made within the past two weeks may not be reflected in the above amount due. If you have already paid, there is no need to contact this office and please disregard this notice. If you have not yet paid, your immediate attention is requested. For questions, please contact the Department of Tax Administration (DTA) at dtarcd@fairfaxcounty.gov, or call us at 703-222-8234 between 8:00 a.m. – 4:30 p.m., Monday – Friday.

Sincerely,

Julio A. Vargas, Director
Revenue Collection Division, DTA

NOTE: Please write the map number 0904 01 0017 on your check

DEPARTMENT OF TAX ADMINISTRATION (DTA)
REVENUE COLLECTION DIVISION
12000 Government Center Parkway, Suite 223
Fairfax, VA 22035
Phone: 703-222-8234
TTY: 703-222-7594; Fax: 703-324-3935
www.fairfaxcounty.gov/dta



COUNTY OF FAIRFAX

REAL ESTATE TAX BILL

2010.11.05.
(post marked)

001792234

406220660000012298720000614940000028196

1st Installment Tax Period Jan - June 2010
2nd Installment Tax Period July - December 2010

O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Map Reference Number 0904 01 0017
Stub Number 406220660
Deed Book/Page 08307 / 1446

ACCOTINK STATION 1975 Will
WB201 109 DB8307-1446 1992 deed
DB8845-1444 DB8845-1449

JANUARY 1 VALUE 1,112,000

2010 District Rate per \$100 of Value

REAL ESTATE	1.0900
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.1060

REAL ESTATE TAX	12,120.80
INFEST. PREVENT. TAX	11.12
STORMWATER TAX	166.80
2010 FULL YEAR TOTAL	12,298.72
2010 PENALTY LEVIED	614.94
2010 INTEREST LEVIED	28.19
2010 BALANCE	\$12,941.85

If you are making monthly payments for your real estate taxes to a mortgage company, please forward this bill to them. DO NOT WRITE ON YOUR BILL OR SEND CORRESPONDENCE WITH YOUR PAYMENT. Please refer to flyer for instructions on correspondence. Taxes not paid by the due date are charged penalty and interest and may be subject to collection actions and additional administrative collection fees, refer to flyer. Returned checks will be charged \$35.00. Contact DTA for customer service via our web page at www.fairfaxcounty.gov/dta or, call 703-222-8234, TTY: 703-222-7594. Para informacion llame al 703-222-8234.

Total Balance Due	\$12,941.85
Payment Due Date	12/05/2010
EXTENDED TO 12/06/10 SINCE 12/05/10 IS A SUNDAY.	

Return this portion of your bill with payment

406220660000012298720000614940000028196



O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Credit Card Payments	
You may pay this bill by using your Discover, Visa, MasterCard, or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.	
Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	406220660

Balance Due	\$12,941.85
-------------	-------------

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

2011



COUNTY OF FAIRFAX

2011.01.20
(post marked)

DELINQUENT REAL ESTATE TAX BILL

001824138

406220660000012298720001229880000050748

1st Installment Tax Period Jan - June 2010
2nd Installment Tax Period July - December 2010

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Map Reference Number 0904 01 0017
Stub Number 406220660
Deed Book/Page 08307 / 1446

ACCOTINK STATION 1975 Will
WB201 109 DB8307-1446 1992 deed
DB8845-1444 DB8845-1449

JANUARY 1 VALUE 1,112,000

2010 District Rate per \$100 of Value

REAL ESTATE	1.0900
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.1060

REAL ESTATE TAX	12,120.80
INFEST. PREVENT. TAX	11.12
STORMWATER TAX	166.80
2010 FULL YEAR TOTAL	12,298.72
2010 PENALTY LEVIED	1,229.88
2010 INTEREST LEVIED	50.74
2010 BALANCE	\$13,579.34

YOUR REAL ESTATE TAXES ARE PAST DUE. Under state law a 10% penalty has been added and interest on this bill has been calculated through 01/31/2011. Payments not made promptly may be subject to collection actions and additional administrative collection fees. Returned checks will be charged \$35.00. Do not write on this bill. For best service, contact DTA via our web page at www.fairfaxcounty.gov/dta or send correspondence separately; or, call 703-222-8234, TTY: 703-222-7594. Para informacion llame al 703-222-8234. For more convenient ways to pay, see enclosed flyer or visit our web page.

Total Balance Due \$13,579.34
Payment Due Immediately

Return this portion of your bill with payment

406220660000012298720001229880000050748



OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Credit Card Payments	
You may pay this bill by using your Discover, Visa, MasterCard, or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.	
Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	406220660

Balance Due \$13,579.34

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200



**COUNTY OF FAIRFAX
DEPARTMENT OF TAX ADMINISTRATION (DTA)**

REVENUE COLLECTION DIVISION
12000 Government Center Parkway, Suite 223
Fairfax, Virginia 22035
VOICE: (703) 222-8234 FAX: (703) 324-3935
TTY: (703) 222-7594
E-MAIL ADDRESS: dtarcd@fairfaxcounty.gov
HOME PAGE: www.fairfaxcounty.gov/dta

FEBRUARY 10, 2011

OCONELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Department of Tax Administration
12000 Government Center Pkwy, Suite 223
Fairfax, Virginia 22035

PARCEL REFERENCE NUMBER: 090-4- /01/ /0017-

Our records show that you have delinquent taxes and/or fines as follows:

DELINQUENT 2010 REAL ESTATE TAXES.
SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT MRS. JONES AT, 703 324 3969.

Total: \$13,584.99

Failure to pay will result in our taking additional collection actions such as seizing assets.

Check or money orders should be made payable to the County of Fairfax and returned in the enclosed envelope. Please do not mail cash.

If you have any questions please contact the Delinquent Collection staff at 703-222-8234 option 2.

Fairfax County Department of Tax Administration
Delinquent Accounts Section
12000 Government Center Pkwy, Suite 223
Fairfax VA 22035

NOTE: PLEASE WRITE THE REFERENCE NUMBER ON YOUR CHECK



COUNTY OF FAIRFAX

2011.03.17
(post marked)

DELINQUENT REAL ESTATE TAX BILL

001830018

406220660000012298720001229880000073294

1st Installment Tax Period Jan - June 2010
2nd Installment Tax Period July - December 2010

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Map Reference Number 0904 01 0017
Stub Number 406220660
Deed Book/Page 08307 / 1446

ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

JANUARY 1 VALUE 1,112,000

2010 District Rate per \$100 of Value

REAL ESTATE	1.0900
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.1060

REAL ESTATE TAX	12,120.80
INFEST. PREVENT. TAX	11.12
STORMWATER TAX	166.80
2010 FULL YEAR TOTAL	12,298.72
2010 PENALTY LEVIED	1,229.88
2010 INTEREST LEVIED	73.29

2010 BALANCE \$13,601.89

YOUR REAL ESTATE TAXES ARE PAST DUE. Under state law a 10% penalty has been added and interest on this bill has been calculated through 03/31/2011. Payments not made promptly may be subject to collection actions and additional administrative collection fees. Returned checks will be charged \$35.00. Do not write on this bill. For best service, contact DTA via our web page at www.fairfaxcounty.gov/dta or send correspondence separately; or, call 703-222-8234, TTY: 703-222-7594. Para informacion llame al 703-222-8234. For more convenient ways to pay, see enclosed flyer or visit our web page.

Total Balance Due \$13,601.89

Payment Due Immediately

Return this portion of your bill with payment

406220660000012298720001229880000073294



OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Credit Card Payments

You may pay this bill by using your Discover, Visa, MasterCard, or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.

Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	406220660

Balance Due \$13,601.89

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200



COUNTY OF FAIRFAX

2011.05.18
(post marked)

DELINQUENT REAL ESTATE TAX BILL

001834606

406220660000012298720001229880000095834

1st Installment Tax Period Jan - June 2010
2nd Installment Tax Period July - December 2010

O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Map Reference Number 0904 01 0017
Stub Number 406220660
Deed Book/Page 08307 / 1446

ACCOTINK STATION 1975 Will
WB201 109 DB8307-1446 1992 deed
DB8845-1444 DB8845-1449

JANUARY 1 VALUE 1,112,000

2010 District Rate per \$100 of Value

REAL ESTATE	1.0900
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.1060

REAL ESTATE TAX	12,120.80
INFEST. PREVENT. TAX	11.12
STORMWATER TAX	166.80
2010 FULL YEAR TOTAL	12,298.72
2010 PENALTY LEVIED	1,229.88
2010 INTEREST LEVIED	95.83
2010 BALANCE	\$13,624.43

YOUR REAL ESTATE TAXES ARE PAST DUE. Under state law a 10% penalty has been added and interest on this bill has been calculated through 05/31/2011. Payments not made promptly may be subject to collection actions and additional administrative collection fees. Returned checks will be charged \$35.00. Do not write on this bill. For best service, contact DTA via our web page at www.fairfaxcounty.gov/dta or send correspondence separately; or, call 703-222-8234, TTY: 703-222-7594. Para informacion llame al 703-222-8234. For more convenient ways to pay, see enclosed flyer or visit our web page.

Total Balance Due \$13,624.43
Payment Due Immediately

Return this portion of your bill with payment

406220660000012298720001229880000095834



O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Credit Card Payments	
You may pay this bill by using your Discover, Visa, MasterCard, or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.	
Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	406220660

Balance Due \$13,624.43

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200



COUNTY OF FAIRFAX

REAL ESTATE TAX BILL

2011.06.27
(post marked)

001934841

406579093000016463540001229880000112738

1st Installment Tax Period Jan - June 2011
2nd Installment Tax Period July - December 2011

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Map Reference Number 0904 01 0017
Stub Number 406579093
Deed Book/Page 08307 / 1446

ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

1975 Will

1992 deed

JANUARY 1 VALUE 767,000

2011 District Rate per \$100 of Value

REAL ESTATE	1.0700
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.0860

REAL ESTATE TAX	8,206.90
INFEST. PREVENT. TAX	7.67
STORMWATER TAX	115.05
2011 FULL YEAR TOTAL	8,329.62

2011 1ST INSTALLMENT	\$4,164.82
PRIOR YEAR BALANCE	\$13,641.33

Total Balance Due	\$17,806.15
Payment Due Date	07/28/2011

Return this portion of your bill with payment

406579093000016463540001229880000112738

Credit Card Payments

You may pay this bill by using your Discover, Visa, MasterCard, or American Express credit card. Using a touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234.

Credit Card Payment Telephone Number	703-222-6740
Credit Card Payment Online	www.fairfaxcounty.gov/dta
Stub Number	406579093

Balance Due	\$17,806.15
-------------	-------------

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415





COUNTY OF FAIRFAX

2011.07.11
(post marked)

REAL ESTATE TAX BILL

001959791

1st Installment Tax Period Jan - June 2011
2nd Installment Tax Period July - December 2011

Map Reference Number 0904 01 0017
Stub Number 406579093
Deed Book/Page 08307 / 1446

ACCOTINK STATION 1975 Will
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449 1992 deed

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

JANUARY 1 VALUE 767,000

2011 District Rate per \$100 of Value

REAL ESTATE	1.0700
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.0860

REAL ESTATE TAX	8,206.90
INFEST. PREVENT. TAX	7.67
STORMWATER TAX	115.05
2011 FULL YEAR TOTAL	8,329.62
2011 PENALTY LEVIED	416.48
2011 INTEREST LEVIED	19.09



2011 BALANCE \$8,765.19

Your real estate parcel has past due taxes in prior years that have become seriously delinquent and have been placed with our private collection attorney. Balances that have been referred for collection are not reflected on this bill. You will need to contact Taxing Authority Consulting Services (TACS) at 703-880-1078 regarding the liability for those years. Payments received are applied to the oldest delinquent balance first. Unless all delinquencies are paid in full, additional penalties and interest will be assessed on the 2011 taxes. A \$35 fee will be added on checks returned by your bank unpaid.

Total Balance Due	\$8,765.19
Payment Due Date	12/05/2011

Return this portion of your bill with payment

Balance Due \$8,765.19

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

2012



COUNTY OF FAIRFAX

2012.01.20
(post marked)

DELINQUENT REAL ESTATE TAX BILL

002073940

1st Installment Tax Period Jan - June 2011
2nd Installment Tax Period July - December 2011

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

JANUARY 1 VALUE 767,000

2011 District Rate per \$100 of Value

REAL ESTATE	1.0700
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.0860

Map Reference Number	0904 01 0017
Stub Number	406579093
Deed Book/Page	08307 / 1446
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449	
REAL ESTATE TAX	8,206.90
INFEST. PREVENT. TAX	7.67
STORMWATER TAX	115.05
2011 FULL YEAR TOTAL	8,329.62
2011 PENALTY LEVIED	832.96
2011 INTEREST LEVIED	34.36
2011 BALANCE	\$9,196.94

YOUR 2011 REAL ESTATE TAXES ARE PAST DUE. Under state law a 10% penalty has been added and interest on this bill has been calculated through 01/31/2012. DELINQUENCIES PRIOR to 2011 have already been placed with our private collection attorney. Balances that have been referred for collection are not reflected on this bill. You will need to contact Taxing Authority Consulting Services (TACS) at 703-880-1078 regarding the liability for those years. Payments received are applied to the oldest delinquent balance first. All delinquencies must be paid in full in order to avoid additional penalties and collection fees. A \$35 fee will be added on checks returned by your bank unpaid.

Total 2011 Balance Due	\$9,196.94
Payment Due Immediately	

Return this portion of your bill with payment

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Balance Due	\$9,196.94
-------------	------------

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200



COUNTY OF FAIRFAX

2012.02.16
(post marked)

DELINQUENT REAL ESTATE TAX BILL

002084764

1st Installment Tax Period Jan - June 2011
2nd Installment Tax Period July - December 2011

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Map Reference Number 0904 01 0017
Stub Number 406579093
Deed Book/Page 08307 / 1446

ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

JANUARY 1 VALUE 767,000

2011 District Rate per \$100 of Value

REAL ESTATE	1.0700
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0150
TOTAL TAX RATE	1.0860

REAL ESTATE TAX	8,206.90
INFEST. PREVENT. TAX	7.67
STORMWATER TAX	115.05
2011 FULL YEAR TOTAL	8,329.62
2011 PENALTY LEVIED	832.96
2011 INTEREST LEVIED	41.99

2011 BALANCE \$9,204.57

YOUR 2011 REAL ESTATE TAXES ARE PAST DUE. Under state law a 10% penalty has been added and interest on this bill has been calculated through 02/29/2012. DELINQUENCIES PRIOR to 2011 have already been placed with our private collection attorney. Balances that have been referred for collection are not reflected on this bill. You will need to contact Taxing Authority Consulting Services (TACS) at 703-880-1078 regarding the liability for those years. Payments received are applied to the oldest delinquent balance first. All delinquencies must be paid in full in order to avoid additional penalties and collection fees. A \$35 fee will be added on checks returned by your bank unpaid.

Total Balance Due \$9,204.57
Payment Due Date 02/29/2012

Return this portion of your bill with payment

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Balance Due \$9,204.57

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200

County of Fairfax, Real Estate Division
 Department of Tax Administration (DTA)
 12000 Government Center Parkway, Suite 357
 Fairfax, Virginia 22035
 703-222-8234; www.fairfaxcounty.gov/dta

Tax Map Reference Number:	0904 01 0017
District Code:	40000
Supervisor District:	LEE
Other Tax Districts:	PEST PREVENTION STORMWATER DIST I
Land Size:	15.0000 AC
Deed Book/Page:	08307 / 1446
LEGAL DESCRIPTION	
ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449	2012.02.22 (post marked) 1975 Will 1992 deed

Date Printed: 02/22/2011
Control Number: R201193829563

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

2010 Assessed Value of Property	
Total:	\$1,112,000
This amount was allocated between land and building as follows:	
Land:	\$1,112,000
Building:	\$0

2011 Assessed Value of Property	
Total:	\$767,000
This amount is allocated between land and building as follows:	
Land:	\$767,000
Building:	\$0

REASON(S) FOR CHANGE:
 REASSESSMENT

~ See Reverse Side for
 Appeal Information ~

Dear Fairfax County Taxpayer:

During 2010 the residential real estate market continued to improve in Fairfax County. This market improvement has meant fewer foreclosures, faster sales and price appreciation in many residential neighborhoods. As a result, almost 64% of residential properties have experienced an assessment increase, while 22% have no change in assessment for 2011. Assessment changes vary by neighborhood however, and dependent on the sales data some properties may have changed at a rate different from the County-wide average.

The Department of Tax Administration (DTA) uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sales price ratio (ASR) for each assessment neighborhood. The ASR analysis compares the 2010 assessments to actual sale prices that occur during the year. The relationship between the 2010 assessment and subsequent sale price helps determine whether an assessment adjustment is necessary for 2011. As sale prices increase during the year, the existing ASR generally decreases (an inverse relationship), suggesting the need for assessments to be increased. Again, however, not all sale prices change uniformly throughout the County, and assessments are adjusted based on an analysis of actual sales data and comparable properties within neighborhoods.

Like other Virginia jurisdictions, DTA appraisers use market sales and cost data to determine residential property assessments. Field surveys and other data are also used to help compare property sales based on comparable physical characteristics. While market sales data provides the ultimate framework for assessing residential property, staff also analyzes depreciated "cost" information to help determine the appropriate assessment level. The assessed value allocated to land this year remains a relatively constant percent of the total assessment.

For commercial income producing properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.

County of Fairfax, Real Estate Division
Department of Tax Administration (DTA)
12000 Government Center Parkway, Suite 357
Fairfax, Virginia 22035
703-222-8234; www.fairfaxcounty.gov/dta

Tax Map Reference Number: 0904 01 0017
District Code: 40000
Supervisor District: LEE
Other Tax Districts: PEST PREVENTION, STORMWATER DIST 1
Land Size: 15.0000 AC
Deed Book/Page: 08307 / 1446
LEGAL DESCRIPTION
ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

2012.02.26
(post marked)



O'CONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614-2415

Web Control Number: 001584811
Date Printed: 02/28/2012

PLEASE NOTIFY DTA OF MAILING ADDRESS CHANGES

NOTICE OF REAL ESTATE ASSESSMENT CHANGE - THIS IS NOT A TAX BILL

Table with 2 columns: Category, Value. Total: \$767,000. Land: \$767,000. Building: \$0.

Table with 2 columns: Category, Value. Total: \$775,000. Land: \$775,000. Building: \$0.

REASON(S) FOR CHANGE:
REASSESSMENT

~ See Reverse Side for
Appeal Information ~

Dear Fairfax County Taxpayer:

During 2011 the residential real estate market continued to improve in Fairfax County. This market improvement has meant fewer foreclosures, reasonably fast sales and price appreciation in many residential neighborhoods. As a result, almost 41% of residential properties have experienced an assessment increase, while 34% have no change in assessment for 2012.

The Department of Tax Administration (DTA) uses professionally recognized mass appraisal techniques to assess the market value of properties. This includes a review of the average assessment-to-sales price ratio (ASR) for each assessment neighborhood. The ASR analysis compares the 2011 assessments to actual sale prices that occur during the year.

Like other Virginia jurisdictions, DTA appraisers use market sales and cost data to determine residential property assessments. Field surveys and other data are also used to help compare property sales based on comparable physical characteristics.

For commercial income producing properties such as office buildings, the capitalized income approach to valuation is the principal assessment methodology used to assess market value.



COUNTY OF FAIRFAX

2012.07.13
(post marked)

REAL ESTATE TAX BILL

002228350

1st Installment Tax Period Jan - June 2012
2nd Installment Tax Period July - December 2012

OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

JANUARY 1 VALUE 775,000

2012 District Rate per \$100 of Value

REAL ESTATE	1.0750
INFESTATION PREVENTION	.0010
STORMWATER TAX	.0200
TOTAL TAX RATE	1.0960

Map Reference Number	0904 01 0017
Stub Number	406937929
Deed Book/Page	08307 / 1446
ACCOTINK STATION	
WB201 109 DB8307-1446	
DB8845-1444 DB8845-1449	

REAL ESTATE TAX	8,331.25
INFEST. PREVENT. TAX	7.75
STORMWATER TAX	155.00
2012 FULL YEAR TOTAL	8,494.00
2012 1ST INSTALLMENT	\$4,247.01

Your real estate parcel has past due taxes that have become seriously delinquent and have already been placed with our private collection attorney. Balances that have been referred for collection are not reflected on this bill. You will need to contact Taxing Authority Consulting Services (TACS) at 703-880-1078 regarding the liability for those years. Payments received are applied to the oldest delinquent balance first. Unless all delinquencies are paid in full, including accounts placed with TACS, additional penalties and interest will be assessed on the 2012 taxes. If check is returned a \$36.00 charge is added and this payment is void.

Prior Tax Year Delinquencies Exist

Return this portion of your bill with payment

Total Balance Due	\$4,247.01
Payment Due Date	07/28/2012
EXTENDED TO 7/30/12 SINCE 7/28/12 IS A SATURDAY	

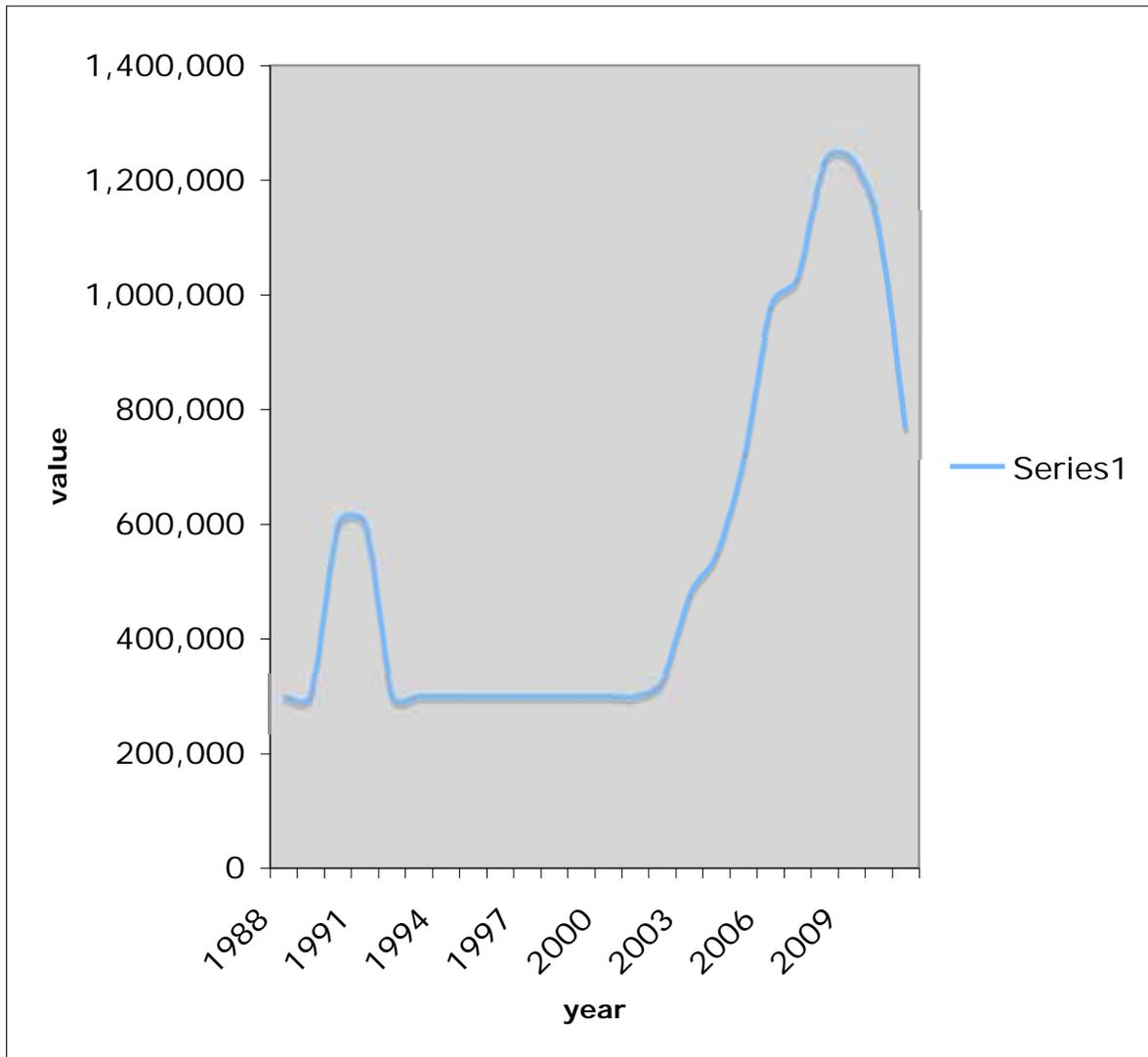
OCONNELL ANTHONY M TR
439 SOUTH VISTA DEL RIO
GREEN VALLEY AZ 85614

Balance Due	\$4,247.01
--------------------	-------------------

Include this number on your check:

0904 01 0017

Pay to: County of Fairfax
Mail to: Department of Tax Administration
P.O. Box 10200
Fairfax VA 22035-0200



Year	Value
1988	300,000
1989	300,000
1990	600,000
1991	600,000
1992	300,000
1993	300,000
1994	300,000
1995	300,000
1996	300,000
1997	300,000
1998	300,000
1999	300,000
2000	300,000
2001	300,000
2002	330,000
2003	478,500
2004	550,000
2005	726,000
2006	980,000
2007	1,029,000
2008	1,235,000
2009	1,235,000
2010	1,112,000
2011	767,000
2007	1,029,000
2008	1,235,000
2009	1,235,000
2010	1,112,000
2011	767,000

15

Trust Deed
Invisible 175p

Expose Bk467p191

Trust Deed Invisible

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

Prepared by E. A. Prichard of McQuire Woods Battle & Boothe

Trust deed

DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevanel (SEAL)
Pierre Shevanel

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

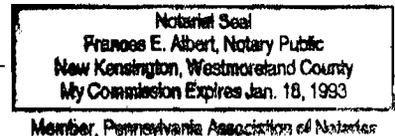
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

The foregoing instrument was acknowledged before me this
13th day of August, 1992, by Jean Mary O'Connell
Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

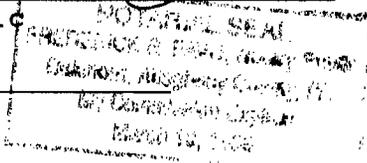


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

The foregoing instrument was acknowledged before me this
14 day of August, 1992, by Howard Nader.

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Sheila Ann O'Connell.

Emerson M. Allen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Pierre Shevenell.

Emerson M. Allen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

BK8307 1451

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

With plat attached

OCT 23 1992

RECORDED FAIRFAX CO VA

TESTE:

J. Berry
CLERK

Home

Deed not recognized (dnr)

I don't understand why Kevin Greenlief, Director of Tax Administration (DTA), does not recognize the 1992 deed for Accortink at Book 8307 pages 1446-1452. I don't understand why he does not take a clear and accountable position. Is the 1992 deed for Accotink recognized or not recognized? I have asked many times.

My inquiry started after noticing that the legal description for Accotink on the Department of Tax Administration (DTA) records was "WB201-109", which refers to the 1975 Will of H. A. O'Connell at Will Book 201 pages 96-110. The legal description should be the last document transferring ownership and that would be the 1992 deed for Accotink at Book 8307 pages 1446-1452 (Transferring ownership to me as Trustee and not to me as an individual) unless the 1992 deed is not recognized.

It takes a long time to find out if there is a problem and then to identify the problem and then to ask the specific question to highlight the problem until you either get a non-nuance answer that all concerned can rely upon or it becomes obvious that you are not going to get an actual answer. It is necessary to differentiate between an answer that appears to be an answer but after close examination isn't. I do not understand why I could not get Kevin Greenlief or Lisa Overton to take a position on whether the 1992 deed for Accotink is recognized so that all concerned can rely upon it. I do not understand why Kevin Greenlief says he has given an answer.

If the 1992 deed for Accotink is not recognized the accountants can use innocent Jean Nader under the justification that the Will at WB203 109 is the document transferring ownership and that her name is on the records as "co-owner."

The voluminous correspondence is presented here in different views and/or sizes to make it more manageable.

Deed not recognized 1 (dnr1): Four responses with comments

Deed not recognized 1-8p (dnr1-8p): Four responses with comments 8p

Deed not recognized 2 (dnr2): Responses only

Deed not recognized 3 (dnr3): Responses only grouped by source and/or common theme

Deed not recognized 4 (dnr4): Inquires and responses, 2003

Deed not recognized 5 (dnr5): Inquires and responses, 2004 (January- June)

Deed not recognized 6 (dnr6): Inquires and responses, 2004 (July-December)

Deed not recognized 7 (dnr7): Inquires and responses, 2005 to 2010

It would not be prudent for me as Trustee to enter into a sales contract for Accotink withhold knowing if the 1992 deed for Accotink is recognized. There is a pattern of surprise at vulnerable times. This is one reason why I have not entered into a sales contract for Accotink for nineteen years. My innocent sisters Jean Nader and Sheila O'Connell, each of whom have a 1/3 interest in Accotink, have been extremely tolerate given that they believe the accountants and not me.

Is the last document recognized as transferring ownership of Accotink the 1975 Will of H. A. O'Connell at Will Book 201 pages 96-110, or is it the 1992 deed for Accotink at Book 8307 pages 1446-1452? It has to be one or the other. I don't understand why both are now being shown in the legal description. It automatically plants conflict and confusion; history suggests that it would be used as a wedge. from the start. Is the following 1992 deed for Accotink recognized or not recognized? This is the issue.

1

Deed not recognized 1 (dnr1)

Four responses with comments

Linda Mellott

2003.08.04 10:59 am (Linda Mellott to Anthony O'Connell)

"I have been requested due to the absence of Janet Coldsmith to respond to your inquiry concerning the deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference **transferring ownership as WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a **Land Trust agreement** named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. **It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership** and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell."

I don't understand

- If: "We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a **Land Trust agreement** named you as the Trustee of this property" refers to the Deed in Trust Under Land Trust Agreement at Book 8307 pages 1446-1452, why is it being called a "Land Trust agreement"? The Land Trust Agreement is at book 8845 pages 1449-1462.
- Why, when addressing the issue of conveying ownership, are the two of the three trust documents that do not convey ownership identified by book and page number but the document that does convey ownership is not?
- Why would "**It also lists the Percentage of Interest in the Trust**" be an issue? If the 1992 deed for Accotink and the notarized "Assignments and Receipts" is recognized percentages would not be an issue. Making the

percentages an issue would put the accountants in control.

2004.08.09 (Linda Mellott to Anthony O'Connell)

I have been requested to respond to your inquiry concerning the deed book information displayed on the Real Estate records for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference **transferring ownership as WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page, Book 8307 Page 1446, where the heirs of Harold A O'Connell in October of 1992 under a **Land Trust agreement** named you as the Trustee of this property. The phrase you listed [?] and the wording in this deed define your authority as trustee, *Editor's note: A photocopy of the fourth paragraph of Bk8307 1446, Deed in Trust Under Land Trust Agreement, is inserted in this email. The text is as follows. The parts in [brackets] were cut off but put back by the editor.*

"Full power and authority is hereby granted to [the Trustee] and their successors and assigns to protect and [conserve the] property; to sell, contract to sell and grant options [to purchase] the Property and any right, title or interest therein on [any terms;] to exchange the Property or any part thereof for any [other real or] personal property upon any term; to convey the Property [by deed or] other conveyance to any grantee, with or without [consideration; to] mortgage, pledge or otherwise encumber the Property [or any part] thereof; to lease, contract to lease, grant options to [lease and] renew, extend, amend and otherwise modify leases on the [Property or] any part thereof from time to time, for any period of [time, for and] rental and upon any other terms and conditions; and [to release] convey or assign any other right, title or interest [whatsoever in] the Property or any part thereof."

I do not understand

- Why a photocopy of the fourth paragraph** of the 1992 Deed for Accotink is inserted into the email when the preceding three paragraphs* are the paragraphs that describe this deed as a deed.

1992 deed, in part

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

*THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'CONNELL NADER and HOWARD NADER, husband and wife, SHEILA ANN O' CONNELL and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY

MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

W I T N E S S E T H:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A- ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of October 1992, which is incorporated herein by this reference. (photocopied paragraph follows)

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

2004.04.22 9:20am (Linda Mellott to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

- 1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why?** According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.
- 2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601- 0017?** When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal

description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

I do not understand

- The phrase "According to our records, **you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs." The Trustee described in WB201 is the Trustee for the Testamentary Trust. The Trustee described in the Land Trust documents is for the Land Trust.

Is the last document recognized as transferring ownership of Accotink the 1975 Will of H. A. O'Connell at Will Book 201 pages 96-110, or is it the 1992 deed for Accotink at Book 8307 pages 1446-1452?

Kevin Greenlief

2004.08.10 7:10pm (Kevin Greenlief to Anthony O'Connell)

My staff has traded e-mails and correspondence with you on numerous occasions. We clearly seem to have some failure to communicate on this issue and for that I apologize. First let me explain our position on this, and then I'll explain what it is we are going to do to try to assist you to the extent possible. First, the legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of **initial property transfer**. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the **initial transfer (i.e., the start of the chain)**, that is the reference we listed. As my staff has repeatedly said however, the ***Land Trust Agreement at DB 8307-1446** has also been listed on our records. It simply wasn't displayed in a box

entitled "Legal Description."

We have now implemented a new computer system that offers us some additional space flexibility. As a result, my staff has now added the deed book references you desire to the existing references. The reference included in our legal description area will read "Accotink Station; WB201-109; DB8307-1446; DB8845-1444; DB8845-1449." Again, this is highly unusual and not at all necessary inasmuch as **any title examiner, Attorney or court** would be able to follow the clear chain of title as recorded in the Land Records. The listing of these deed book references on our assessment record has no bearing on your role as trustee nor does it impact the chain of title ownership. It simply lists deed book references within the chain.

That said, since we have the space and since this appears to be a significant issue for you and does not otherwise impact the validity of our records, we have made this accommodation at your request. You will receive a second installment tax bill in November. This bill should reflect these changes. If you would like to check this on-line before then, you should be able to see these changes within the next two weeks via the following Internet link <http://icare.fairfaxcountv.gov/Main/Home.aspx>

I appreciate that estate management can be a very complicated matter. I wish you much success as you deal with this issue. I trust this concludes the matter at hand.

I do not understand

- The legal description should be the last document transferring ownership. What is recognized as the last document transferring ownership?
- Why an inquiry about the 1992 Deed for Accotink is deferred to a future title search. WB201-109 wasn't.
- The document at Book 8307 pages 1446-1452 is referred to as "LAND TRUST AGREEMENT". It is the DEED IN TRUST UNDER LAND TRUST AGREEMENT. The first sentence begins with "THIS DEED .." This document is a deed.

Is the last document recognized as transferring ownership of Accotink the 1975 Will of H. A. O'Connell at Will Book 201 pages 96-110, or is it the 1992 deed for Accotink at Book 8307 pages 1446-1452?

Anthony O'Connell to Lisa Overton

2007.06.13 7.00am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(No copy to another)

"Would you please answer these questions?

(1) The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for my 1988 sale. I was surprised to be told the day before settlement that I had to sign a deed that said I could not qualify as

Trustee. The attached six documents show I qualified as Trustee in 1986. **Where does it say in the Court records that I could not qualify as Trustee?** I am concerned that something similar may happen again.

(2) Does Stewart Title find the following legal description in the real estate tax records for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845 -1449"? Please read the documents. Please give me a yes or a no.

(3) Why does Stewart Title allow someone not from Stewart Title to respond to questions for Stewart Title? Anthony O'Connell , Trustee for parcel 0904 01 0017"

Lisa Overton to Anthony O'connell

2007.06.14 10:21am (Lisa Overton to Bill Lynch, Anthony O'Connell, Steve Blizzard, and Lisa Overton) omit second page?

"Yes, that is me from 1988 -can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a Co-trustee also sign since you were not a resident of Virginia. **I do not recall which firm we were using in 1988 to prepare our deeds**, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case."

I do not understand

- Why the question "Where does it say in the Court records that I could not qualify as Trustee?" is not answered.
- Why "... whereas Anthony M. O'Connell, Trustee; could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and instead." in the 1988 deed would mean anything but "... whereas Anthony M. O'Connell, Trustee; could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and instead.
- Why "... whereas Anthony M. O'Connell, Trustee; could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and instead." would mean "Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place."

1

Part 1 in original email format

Anthony O'Connell

From: "Mellott, Linda C." <Linda.Mellott@fairfaxcounty.gov>
To: <jacksonriver@earthlink.net>
Cc: "Coldsmith, Janet E." <Janet.Coldsmith@fairfaxcounty.gov>; "Strickland, Bettina" <Bettina.Strickland@fairfaxcounty.gov>
Sent: Monday, August 04, 2003 10:59 AM
Subject: RE: Log #1568 FW: Would you please correct the legal description and reference on the tax bill?

I have been requested due to the absence of Janet Coldsmith to respond to your inquiry concerning the deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference **090-4-01-0017** described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

Linda Mellott
 Records Manager
 Real Estate Division, DTA
 703-324-4833
 Linda.Mellott@fairfaxcounty.gov

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

From: Coldsmith, Janet E.
Sent: Wednesday, July 30, 2003 2:37 PM
To: 'jacksonriver@earthlink.net'
Cc: Strickland, Bettina; Mellott, Linda C.
Subject: RE: Log #1568 FW: Would you please correct the legal description and reference on the tax bill?

Dear Mr. O'Connell,

We have received your email concerning updating the legal description of your property. Please give us until Monday, August 4th to respond before you email us again with the same question. Your request is important, but repeated requests just clutter our email, please be patient. We will respond on or before Monday.

Sincerely,
 Janet E. Coldsmith, CAE
 Director, Real Estate Division

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

From: Anthony O'Connell [mailto:jacksonriver@earthlink.net]
Sent: Tuesday, July 29, 2003 11:05 AM
To: DTARED
Subject: Would you please correct the legal description and reference on the tax bill?

Elizabeth J Cole, Division Director,

Thank you for emailing me a copy of the 2003 real estate tax bill for parcel 0904-01-0017. I received it July 28. What is the audit trail for its' Bill Control 403608501

8/4/03

Anthony OConnell

From: "Mellott, Linda C." <Linda.Mellott@fairfaxcounty.gov>
To: <amo@commspeed.net>
Cc: "Greenlief, Kevin C." <Kevin.Greenlief@fairfaxcounty.gov>; "Strickland, Bettina" <Bettina.Strickland@fairfaxcounty.gov>
Sent: Monday, August 09, 2004 4:33 PM
Subject: RE: Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

I have been requested to respond to your inquiry concerning the deed book information displayed on the Real Estate records for the property located on Map Reference **090-4-01-0017** described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page, Book 8307 Page 1446, where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The phrase you listed and the wording in this deed define your authority as trustee,

herein by this reference.

Full power and authority is hereby granted to t and their successors and assigns to protect and co property; to sell, contract to sell and grant options t the Property and any right, title or interest therein on to exchange the Property or any part thereof for any otl personal property upon any terms; to convey the Property other conveyance to any grantee, with or without consid mortgage, pledge or otherwise encumber the Property o thereof; to lease, contract to lease, grant options to renew, extend, amend and otherwise modify leases on the any part thereof from time to time, for any period of ti rental and upon any other terms and conditions; and t convey or assign any other right, title or interest whi the Property or any part thereof.

No party dealing with the Trustee in relati

Linda Mellott
 Records Manager
 Real Estate Division, DTA
 703-324-4833

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

From: Anthony OConnell [mailto:amo@commspeed.net]
Sent: Friday, August 06, 2004 3:49 PM
To: DTARED
Subject: Re: Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

Please, Mr. Greenlief;

What does Book 8307 at page 1446, means to you (For example" *TO HAVE AND TO HOLD the property in fee simple,* ")?

Anthony O'Connell, Trustee

DEED IN TRUST UNDER
LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16^{JH} day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

W I T N E S S E T H:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16TH day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

Anthony OConnell

From: "Greenlief, Kevin C." <Kevin.Greenlief@fairfaxcounty.gov>
To: "Anthony OConnell" <amo@commspeed.net>
Sent: Tuesday, August 10, 2004 7:10 PM
Subject: RE: Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

Dear Mr. O'Connell:

My staff has traded e-mails and correspondence with you on numerous occasions. We clearly seem to have some failure to communicate on this issue and for that I apologize. First let me explain our position on this, and then I'll explain what it is we are going to do to try to assist you to the extent possible.

First, the legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e., the start of the chain), that is the reference we listed. As my staff has repeatedly said however, the **Land Trust Agreement at DB 8307-1446** has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

We have now implemented a new computer system that offers us some additional space flexibility. As a result, my staff has now added the deed book references you desire to the existing references. The reference included in our legal description area will read "Accotink Station; WB201-109; DB8307-1446; DB8845-1444; DB8845-1449."

Again, this is highly unusual and not at all necessary inasmuch as any title examiner, Attorney or court would be able to follow the clear chain of title as recorded in the Land Records. The listing of these deed book references on our assessment record has no bearing on your role as trustee nor does it impact the chain of title ownership. It simply lists deed book references within the chain.

That said, since we have the space and since this appears to be a significant issue for you and does not otherwise impact the validity of our records, we have made this accommodation at your request. You will receive a second installment tax bill in November. This bill should reflect these changes. If you would like to check this on-line before then, you should be able to see these changes within the next two weeks via the following Internet link:

<http://icare.fairfaxcounty.gov/Main/Home.aspx>

I appreciate that estate management can be a very complicated matter. I wish you much success as you deal with this issue. I trust this concludes the matter at hand.

Sincerely,

Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia

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

From: Anthony OConnell [mailto:amo@commspeed.net]

Sent: Tuesday, August 10, 2004 11:52 AM

To: Greenlief, Kevin C.

Subject: Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

Mr. Kevin Greenlief, Director
Fairfax County Department of Tax Administration
12000 Government Center Parkway, Suite 223
Fairfax, Virginia 22035-0076

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975.

That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you?

"DEED (underline, color, and bold mine) *IN TRUST UNDER LAND TRUST AGREEMENT*

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'CONNELL NADER and HOWARD NADER, husband and wife, SHEILA ANN O'CONNELL and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER

From: Anthony OConnell <aoconnell@cableone.net>
Subject: Questions for Stewart Title
Date: June 13, 2007 7:00:30 AM MST
To: Lisa Overton <LOVERTON@steward.com>, Steve Blizzard
<SBLIZZAR@steward.com>
 1 Attachment, 166 KB

Ms. Lisa Overton, Vice President, and Mr. Steve Blizzard, Attorney, of Stewart Title:

Would you please answer these questions?

(1) The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for my 1988 sale. I was surprised to be told the day before settlement that I had to sign a deed that said I could not qualify as Trustee. The attached six documents show I qualified as Trustee in 1986. Where does it say in the Court records that I could not qualify as Trustee? I am concerned that something similar may happen again.

(2) Does Stewart Title find the following legal description in the real estate tax records for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449"? Please read the documents. Please give me a yes or a no.

(3) Why does Stewart Title allow someone not from Stewart Title to respond to questions for Stewart Title?

Anthony Miner O'Connell, Trustee for parcel 0904 01 0017



[1988 sale.pdf \(166 KB\)](#)

From: "Lisa Overton" <LOVERTON@stewart.com>
Subject: **RE: Where does it say I could not qualify as Trustee?**
Date: June 14, 2007 10:21:09 AM MST
To: elynchjr@i95businessparks.com, "Anthony OConnell" <aoconnell@cableone.net>, "Steve Blizzard" <SBLIZZAR@steward.com>, "Lisa Overton" <LOVERTON@steward.com>
Cc: "Andy Somerville" <andy@smcconcrete.com>

Hi Bill and Mr. O'Connell:

Yes, that is me from 1988 – can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a

Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case.

*Lisa Overton
Stewart Title and Escrow Inc.
10505 Judicial Drive, #300
Fairfax, Virginia 22030
Ph: 703-352-2924
Fax: 703-991-2449
Cell: 703-447-9348
email: loverton@stewart.com*

From: Bill Lynch [mailto:elynychjr@i95businessparks.com]
Sent: Tuesday, June 12, 2007 4:31 PM
To: 'Anthony OConnell'; 'Steve Blizzard'; 'Lisa Overton'
Cc: 'Andy Somerville'
Subject: RE: Where does it say I could not qualify as Trustee?

Tony –

I think the short answer is that was then, this is now.

Lisa has handled title work for the Lynch family and me since about 1980 so I am pretty sure she worked on the sale of the home in 1988. I have never had a problem at settlement when she has been involved. She is very thorough and I trust her judgment.

The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

Are there any other documents that you are aware of that are not of record?

Bill

-----Original Message-----
From: Anthony OConnell [mailto:aoconnell@cableone.net]
Sent: Tuesday, June 12, 2007 2:46 PM
To: Steve Blizzard; Lisa Overton
Cc: Edwin W. Lynch, Jr.; Andy Somerville
Subject: Where does it say I could not qualify as Trustee?

2

Deed not recognized 2 (dnr2)

Responses only

2003.07.25 2:07pm (County (Janet Coldsmith) to Anthony O'Connell)

I am answering your third email question. Your real estate record includes a reference to the Will Book 201 109; and a Deed book reference of 8307 p 1446, as those are instruments of record that this office references in our records. They pertain to documents conveying title. The other instruments are recorded in land records at the Circuit Court of Fairfax County and accessible there. Unfortunately the view of the record sent as 'this is not a tax bill' does not reference the deed. However the deed book and page do show on the assessment notice and on the first installment bill, located above the legal description. You can check this on your assessment notice and your 2002 bill. Our records indicate that you informed us of your address change via email on July 4. Unfortunately this was after the mailing of the first installment bills. Your address has been changed, so future correspondence will go to the Arizona address. I believe Ms. Cole is sending a duplicate bill and responding to your second question.

2003.08.04 10:59 am (Linda Mellott to Anthony O'Connell)

I have been requested due to the absence of Janet Coldsmith to respond to your inquiry concerning the deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be

researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.06 5:27am (Linda Mellott to Anthony O'Connell) In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.21 5:16am (Linda Mellott to Anthony O'Connell) In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.22 9:20am (Linda Mellott to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1092 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.26 2:29am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres.

As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.29 11:26am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 fax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904 01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.03 2:27pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres.

As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.10 11:05am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.11 7:44am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.21 3:12pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.24 10:28am (Milagros Woolson to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1 If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel

0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy MI1 on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell. Thank you,

2004.06.01 11:56am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 090601-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.04 10:09am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 090461-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A O'Connell.

2004.06.07 4:32pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on

the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.09 7:58am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.30 9:00am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I

am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.30 9:01am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to

you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.12 9:31am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the ab~ve referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01 0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax MI1 was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. 088845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recoded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.16 9:12am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you

please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.23 2:29pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional

documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.26 6:04pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.08.03, 11:25am (Bettina Strickland to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in

WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.08.03. 1:02pm (DTARED to Anthony O'Connell)
I'm referring your email to Ms. Linda Mellott. Thank you,

2004.08.04 2:36pm (Linda Mellott to Anthony O'Connell)
DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.06 3:08pm (Linda Mellott to Anthony O'Connell)
DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.09 4:33pm (Linda Mellott to Anthony O'Connell)
I have been requested to respond to your inquiry concerning the deed book information displayed on the Real Estate records for the property located on Map

Reference **090-4-01-0017** described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page, Book 8307 Page 1446, where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The phrase you listed and the wording in this deed define your authority as trustee,

Editor's note: A photocopy of the fourth paragraph of Bk8307 1446, Deed in Trust Under Land Trust Agreement, is inserted in this email. The text is as follows. The parts in [brackets] were cut off but put back by the editor. "Full power and authority is hereby granted to [the Trustee] and their successors and assigns to protect and [conserve the] property; to sell, contract to sell and grant options [to purchase] the Property and any right, title or interest therein on [any terms;] to exchange the Property or any part thereof for any [other real or] personal property upon any term; to convey the Property [by deed or] other conveyance to any grantee, with or without [consideration; to] mortgage, pledge or otherwise encumber the Property [or any part] thereof; to lease, contract to lease, grant options to [lease and] renew, extend, amend and otherwise modify leases on the [Property or] any part thereof from time to time, for any period of [time, for and] rental and upon any other terms and conditions; and [to release] convey or assign any other right, title or interest [whatsoever in] the Property or any part thereof."

2004.08.10 7:10pm (Kevin Greenlief to Anthony O'Connell)

My staff has traded e-mails and correspondence with you on numerous occasions. We clearly seem to have some failure to communicate on this issue and for that I apologize. First let me explain our position on this, and then I'll explain what it is we are going to do to try to assist you to the extent possible. First, the legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e., the start of the chain), that is the reference we listed. As my staff has repeatedly said however, the Land Trust Agreement at DB 8307-1446 has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

We have now implemented a new computer system that offers us some additional space flexibility. As a result, my staff has now added the deed book references you desire to the existing references. The reference included in our legal description area will read "Accotink Station; WB201-109; DB8307-1446; DB8845-1444; DB8845-1449." Again, this is highly unusual and not at all necessary inasmuch as any title examiner, Attorney or court would be able to follow the clear chain of title as recorded in the Land Records. The listing of these deed book references on our assessment record has no bearing on your role as trustee nor does it impact the chain of title ownership. It simply lists deed book references within the chain.

That said, since we have the space and since this appears to be a significant issue for you and does not otherwise impact the validity of our records, we have made this accommodation at your request. You will receive a second installment tax bill in November. This bill should reflect these changes. If you would like to check this on-line before then, you should be able to see these changes within the next two weeks via the following Internet link <http://icare.fairfaxcountv.gov/Main/Home.aspx>

I appreciate that estate management can be a very complicated matter. I wish you much success as you deal with this issue. I trust this concludes the matter at hand.

2004.08.11 8:24am (Kevin Greenlief to Anthony O'Connell)

I responded to this request yesterday.

2004.08.12 9:24am (Kevin Greenlief to Anthony O'Connell)

As I told you yesterday, I responded to this request on Tuesday, August 10, 2004. Another copy is attached. You continue to send me the same e-mail and it appears to be some sort of system generated message since it is exactly the same and is non-responsive to my e-mail of August 10, 2004. In the event you are not reading my electronic response for some reason, I am also mailing you a hard copy response. There will be no further response from me to these type of messages.

2007.01.19 letter (Lisa Overton to Anthony O'Connell)

"This letter will serve to verify that Stewart Title and Escrow, Inc. has received a deposit in the form of a Note with regard to the property referenced above. Please note that we do not have a copy of the contract on file for this transaction, however, we will hold the Note in escrow pending receipt of the contract and/or instructions with regard to this escrow.

Please feel free to contact me should you have any questions concerning this escrow, or should you need any additional information at this time. Best regards. Sincerely"

2007.05.01 letter (Lisa Overton to Anthony O'Connell)

"Enclosed please find a copy of the current Title commitment on the above referenced property. We are forwarding a copy of this report to you at the request of Bill Lynch, and to clarify the question of conveyance of this property. As the commitment shows, you, Anthony Miner O'Connell, Trustee, are the owner of the property and as Trustee you are empowered to convey the property, pursuant to the Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at page 1446.

Please feel free to contact me should you have any questions regarding the enclosed, or should you need any additional information hanks, and best regards. Sincerely"

2007.05.11 8:12am (Lisa Overton to Bill Lynch)

"I received the email you forwarded from Mr. O'Connell, and have the following comments;

(1) No.

(2) Yes.

(3) The County simply uses an abbreviated notation of what the property is for their tax records. We would not consider their notation to be a complete legal description of the property. Quite frankly, as our title commitment states, we would expect the purchaser to obtain a survey of the property prior to closing, giving us a new, current legal description of the property, which is the description we would anticipate using in the deed to be recorded conveying the property. I hope that helps answer your questions."

2007.05.15 6:15am (Lisa Overton to Anthony O'Connell) omit second pdf page?

"Mr. O'Connell: They simply make a "note" of a partial description of the property on the tax records rather than list a complete description of the property. We would require a complete description of the property in the deed and would not consider the county's shortened "note" version to be a complete description. I hope that clarifies it for you."

2007.05.23 11:52am (Lisa Overton to Anthony O'Connell and Bill Lynch)

"Attached is a complete set of title documents with regard to the title search and title commitment issued for the Accotink property.

Thanks!

2007.05.24 9:43am (Lisa Overton to Anthony O'Connell and Bill Lynch) omit second pdf page?

"Bill forwarded your email to me from yesterday, which again asks about the County's notation of the legal description. I believe that we already answered your questions on the legal description, so I am re-sending to you my email of May 15th which addressed the County's legal description.

Lisa Overton”

2007.06.13 12:01pm (Linda Mellott to Anthony O’Connell)

I wish to apologize for the delayed response to your inquiry of June 4. Mr. Greenlief has requested that I reply to your inquiry The legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. We have added the deed book references per your earlier request to the existing references. So, the legal description displayed in our current records for parcel 0904 01 0017 reads as stated below

2007.06.14 10:21am (Lisa Overton to Bill Lynch, Anthony O’Connell, Steve Blizzard, and Lisa Overton) omit second page?

"Yes, that is me from 1988 -can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case. Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place. There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case."

2007.10.16 8:37am (Lisa Overton to Anthony O’Connell and Steve Blizzard) omit second page?

"I think that Bill is just trying to help, but I am happy to answer on behalf of Stewart Title. WB201 109 does indeed refer to Will Book 201, page 109 as Steve Blizzard indicated earlier. Accotink Station refers to the subdivision name and DB8307-1446 refers to documents recorded in Deed Book 8307 at Page 1446. DB8845-1444 refers to documents recorded in Deed Book 8845 at page 1444 and DB8845-1449 refers to documents recorded in Deed Book 8845 at page 1449. They are all simply references to documents recorded in the land records. I hope that helps."

2007.10.17 8:48am (Lisa Overton to Anthony O’Connell) omit second and third page?

"Anthony, I don't understand what you are asking. These individual documents are simply several documents found in the title search - each has no specific meaning by itself; we look at all the documents found in a title search to determine ownership, insurability, what easements or restrictions affect the property, etc.. Then all of that is translated into a title

commitment, which you have a copy of. You also have a copy of every underlying document from the search.

If there is a specific question you have about one of the documents please let me know, but there is no "meaning" assigned to each particular document."

2007.10.18 8:21am (Lisa Overton to Anthony O'Connell) omit second and third and fourth page?

"WB201 109 is the court qualification page for the executrix named under the will.

Lisa"

2007.10.19 5:38am (Lisa Overton to Anthony O'Connell and Steve Blizzard) omit second and third and fourth page?

"We are obviously unable to satisfy your questions in this matter. I would suggest that you hire an attorney to represent you that can review and analyze the title search on your behalf and at your expense. We have concluded that the property is insurable and have issued our title commitment. We have provided every copy we can from the title search and forwarded it to you more than once. Should this case go forward we are happy to close the transaction for the purchaser and issue the title insurance policy or policies, but there is no additional information on the search that I can provide to you at this time.

Lisa Overton"

2007.10.25 9:14am (Lisa Overton to Anthony O'Connell)

"Because we have already answered it again and again and again and our answer never satisfies you. It is simply one of many documents forming the chain of title."

omit second and third page?

2007.12.05 2:19pm (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability. The purchaser is welcome to choose another title company for this purchase.

Lisa"

2008.01.07 11:50am (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"We already answered these questions by prior email dated May 11th of 2007. Again: We do not see a problem or conflict of any kind between WB201 Page 109 and the other documents in the chain of title at this time. In 1988 you did need a Co-Trustee appointed per Virginia requirements of an estate, and that was done. Property is now vested in the land trust. A trustee of a land trust does not need to be a Virginia resident as I have

indicated on many emails, therefore there will be no problem for you to sign the deed and other documents as Trustee of the land trust that now owns the property. I do not know how I can make this any clearer."

2008.01.08 5:42am (Lisa Overton to Anthony O'Connell and Steve Blizzard)
"You did not qualify individually, a co-trustee was appointed. So that's a no to you individually - Yes to you WITH A CO-TRUSTEE."

2008.02.20 4:17pm (Kevin Greenlief to Anthony O'Connell)
We have answered this question on numerous occasions Mr. O'Connell. If you would like to discuss the matter further, please call Linda Mellott of my staff at 703-324-4802.

2008.02.23 12:05am (Kevin Greenlief to Anthony O'Connell)
We have answered your e-mails each time you made inquiry over the last couple of years. Since you never acknowledged our replies, but simply kept sending the same inquiry, we finally stopped responding. At this point you should call Linda Mellott of my staff to personally discuss this matter at 703-324-4802; or, provide us your telephone number and Ms. Mellott will be happy to call you.

2008.02.23 7:48 am (Linda Mellott to Anthony O'Connell)
Per your request, I have copied Mr. Greenlief's previous response to your questions below: "First, the legal description of this vacant parcel of 15 acres is "Accotink Station". The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e.. the start of the chain), that is the reference we listed. As my staff has repeatedly said however, the Land Trust Agreement at DB 8307-1446 has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

In researching the available on-line Circuit Court documents, Anthony Miner O'Connell was qualified as co-trustee for the Estate of Harold Anthony O'Connell on June 20, 1986. Please let us know if we may be of further assistance.

2008.02.23 1:05pm (Kevin Greenlief to Anthony O'Connell)
Please confirm receipt of Ms. Mellott's last e-mail. Thank you.

2008.02.23 8:24pm (Kevin Greenlief to Anthony O'Connell)
This is my response.

2008.07.31 2:44pm (Kevin Greenlief to Anthony O'Connell) (Copy to Linda Mellott)

"My office has answered your email on numerous occasions. Since you continue to send the same question and never respond further, we are sending no further response. As I have suggested before, if you want any further communication on this matter, please call Linda Mellott of my staff at 703-324-4833. If you are concerned about a long distance call, please send Ms. Mellott your telephone number and she will call you. With all due respect, there will be no further response from our office on this matter.

Sincerely,
Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia"

2009.08.03 6:41am (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"Our records indicate that ANTHONY M OCONNELL TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot below displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and project activities." ["screen shot" image inserted]

The second installment real estate tax bills will be mailed by November 5, 2009 and payable by December 7, 2009. Please contact our office at 703-222-8234 if we may be of further assistance.

Linda Mellott
Management Analyst
Real Estate Division.
DTA 703-324-4833"

2009.08.05 8:26am (Kevin Greenlief to Anthony O'Connell) (Copy to Linda Mellott)

"Your response is below from Linda Mellott of my staff

Sincerely,
Kevin C. Greenlief,
Director Department of Tax Administration

Fairfax County, Virginia"

(Editor's note: I do not know what Kevin Greenlief is referring to by "Your response is below from Linda Mellott of my staff.")

2009.08.21 letter (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"According to our records, Anthony M O'Connell TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot enclosed displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and project activities." The second installment real estate tax bill in the amount of \$6,418.10 will be mailed by November 5, 2009 and payable by December 7, 2009. will be mailed by November 5, 2009 and payable by December 7, 2009. Please contact our office at 703-222-8234 if we may be of further assistance.

Sincerely,

Linda C. Mellott

Management Analyst

Real Estate Division. DTA

703-324-4833

Enclosure

cc: Kevin Greenlief, Director

Department of Tax Administration"

["screen shot" image. See pdf reference]

3

Deed not recognized 3 (dnr3)

Responses only grouped by source and/or theme

Part 3, Group 1
Kevin Greenlief's staff
(Janet Coldsmith one time)

2003.07.25 2:07pm (County (Janet Coldsmith) to Anthony O'Connell)
I am answering your third email question.* Your real estate record includes a reference to the Will Book 201 109; and a Deed book reference of 8307 p 1446, as **those are instruments of record** that this office references in our records. **They pertain to documents conveying title.** The other instruments are recorded in land records at the Circuit Court of Fairfax County and accessible there. Unfortunately the view of the record sent as 'this is not a tax bill' does not reference the deed. However the deed book and page do show on the assessment notice and on the first installment bill, located above the legal description. You can check this on your assessment notice and your 2002 bill. Our records indicate that you informed us of your address change via email on July 4. Unfortunately this was after the mailing of the first installment bills. Your address has been changed, so future correspondence will go to the Arizona address. I believe Ms. Cole is sending a duplicate bill and responding to your second question.

*Reference: 2003.07.25 8:53am (Anthony O'Connell to multiple recipients) Dear Fairfax County Board of Supervisors, Washington Post Writers Group, Governing Magazine, Maxwell School, Elizabeth J. Cole:

Would any of you be willing to try to find out:

- 1) Why I cannot obtain a 2003 real estate tax bill for parcel 0904-01-0017?
- 2) What the document trail has been starting with the bill control number that would be found on that bill? For reasons too complex to explain here, it is extremely important to find out who whom the real bill was sent and why.
- 3) Why** the reference for parcel 0904-01-0017 on the printout I was sent (attachment "This is not a tax bill") is **WB201 109, and not** Book 8845 pages 1449-1462 [Correction; the "Deed in trust under land trust agreement" is recorded at Book 8307 pages 1446-1452] (Deed in trust under land trust agreement), or Book 8845 pages 1449-1462 (Land Trust Agreement), or Book 8845 pages 1444-1448 (Power of Attorney)?

If the above can not be found out, would you please tell me why?

Thank you.

Sincerely, Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

Part 3, Group 2
Kevin Greenlief's staff
(Linda Mellott three times)

2003.08.04 10:59 am (Linda Mellott to Anthony O'Connell)

I have been requested due to the absence of Janet Coldsmith to respond to your inquiry concerning the deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference **transferring ownership as WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. **We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property.** DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the **Percentage of Interest in the Trust**. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.06 5:27am (Linda Mellott to Anthony O'Connell)

In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference **transferring ownership as WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. **We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property.** DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the **Percentage of Interest in the Trust**. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.21 5:16am (Linda Mellott to Anthony O'Connell)

In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference **transferring ownership as WB201-109** as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. **We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property.** DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the **Percentage of Interest in the Trust**. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

Part 3, Group 3

Kevin Greenlief's staff

(Linda Mellott eight times, DTARED seventeen times, Bettina Strickland one time, Milagros Woolson one time)

2004.04.22 9:20am (Linda Mellott to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal

description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.26 2:29am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.29 11:26am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you

please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 fax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904 01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.03 2:27pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional

documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.10 11:05am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2603 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.11 7:44am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in

WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.21 3:12pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney

appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.24 10:28am (Milagros Woolson to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1 If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy MI1 on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell. Thank you,

2004.06.01 11:56am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. Hit is not clear that I am Trustee for parcel 090601-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County

Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.04 10:09am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 090461-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and

DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A O'Connell.

2004.06.07 4:32pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.09 7:58am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also

display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.30 9:00am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are

recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.30 9:01am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.12 9:31am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the ab~ve referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the

Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01 0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax MI1 was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. 088845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.16 9:12am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If It is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly

owned by Harold A. O'Connell.

2004.07.23 2:29pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.26 6:04pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to

our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.08.03, 11:25am (Bettina Strickland to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.08.03. 1:02pm (DTARED to Anthony O'Connell) GREENLIEF?????
I'm referring your email to Ms. Linda Mellott. Thank you,

2004.08.04 2:36pm (Linda Mellott to Anthony O'Connell)
DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.06 3:08pm (Linda Mellott to Anthony O'Connell)
DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.09 4:33pm (Linda Mellott to Anthony O'Connell)
I have been requested to respond to your inquiry concerning the deed book information displayed on the Real Estate records for the property located on Map Reference **090-4-01-0017** described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page, Book 8307 Page 1446, where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The phrase you listed and the wording in this deed define your authority as trustee,

Editor's note: A photocopy of the fourth paragraph of Bk8307 1446, Deed in Trust Under Land Trust Agreement, is inserted in this email. The text is as follows. The parts in [brackets] were cut off but put back by the editor.

"Full power and authority is hereby granted to [the Trustee] and their successors and assigns to protect and [conserve the] property; to sell, contract to sell and grant options [to purchase] the Property and any right, title or interest therein on [any terms;] to exchange the Property or any part thereof for any [other real or] personal property upon any term; to convey the Property [by deed or] other conveyance to any grantee, with or without [consideration; to] mortgage, pledge or otherwise encumber the Property [or any part] thereof; to lease, contract to lease, grant options to [lease and] renew, extend, amend and otherwise modify leases on the [Property or] any part thereof from time to time, for any period of [time, for and] rental and upon any other terms and conditions; and [to release]

convey or assign any other right, title or interest [whatsoever in] the Property or any part thereof."

2007.06.13 12:01pm (Linda Mellott to Anthony O'Connell)

I wish to apologize for the delayed response to your inquiry of June 4. Mr. Greenlief has requested that I reply to your inquiry. The legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. We have added the deed book references per your earlier request to the existing references. So, the legal description displayed in our current records for parcel 0904 01 0017 reads as stated below

2008.02.23 7:48 am (Linda Mellott to Anthony O'Connell)

Per your request, I have copied Mr. Greenlief's previous response to your questions below: "First, the legal description of this vacant parcel of 15 acres is "Accotink Station". The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e.. the start of the chain), that is the reference we listed. As my staff has repeatedly said however, **the Land Trust Agreement at DB 8307-1446** has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

In researching the available on-line Circuit Court documents, Anthony Miner O'Connell was qualified as co-trustee for the Estate of Harold Anthony O'Connell on June 20, 1986. Please let us know if we may be of further assistance.

2009.08.03 6:41am (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"Our records indicate that ANTHONY M OCONNELL TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot below displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and

project activities." ["screen shot" image inserted] The second installment real estate tax bills will be mailed by November 5, 2009 and payable by December 7, 2009. Please contact our office at 703-222-8234 if we may be of further assistance.

Linda Mellott
Management Analyst
Real Estate Division. DTA
703-324-4833"

2009.08.21 letter (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"According to our records, Anthony M O'Connell TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot enclosed displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and project activities."

The second installment real estate tax bill in the amount of \$6,418.10 will be mailed by November 5, 2009 and payable by December 7, 2009. will be mailed by November 5, 2009 and payable by December 7, 2009. Please contact our office at 703-222-8234 if we may be of further assistance.

Sincerely,
Linda C. Mellott
Management Analyst
Real Estate Division. DTA
703-324-4833

Enclosure
cc: Kevin Greenlief, Director
Department of Tax Administration"
["screen shot" image. See pdf reference]

Part 3, Group 4
(Kevin Greenlief nine times)

2004.08.10 7:10pm (Kevin Greenlief to Anthony O'Connell)

My staff has traded e-mails and correspondence with you on numerous occasions. We clearly seem to have some failure to communicate on this issue and for that I apologize.

First let me explain our position on this, and then I'll explain what it is we are going to do to try to assist you to the extent possible. First, the legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners)

determine the source of **initial property transfer**. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the **initial transfer (i.e., the start of the chain)**, that is the reference we listed. As my staff has repeatedly said however, the **Land Trust Agreement at DB 8307-1446** has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description." We have now implemented a new computer system that offers us some additional space flexibility. As a result, my staff has now added the deed book references you desire to the existing references. The reference included in our legal description area will read "Accotink Station; WB201-109; DB8307-1446; DB8845-1444; DB8845-1449." Again, this is highly unusual and not at all necessary inasmuch as **any title examiner, Attorney or court** would be able to follow the clear chain of title as recorded in the Land Records. The listing of these deed book references on our assessment record has no bearing on your role as trustee nor does it impact the chain of title ownership. It simply lists deed book references within the chain.

That said, since we have the space and since this appears to be a significant issue for you and does not otherwise impact the validity of our records, we have made this accommodation at your request. You will receive a second installment tax bill in November. This bill should reflect these changes. If you would like to check this on-line before then, you should be able to see these changes within the next two weeks via the following Internet link <http://icare.fairfaxcountv.gov/Main/Home.aspx>

I appreciate that estate management can be a very complicated matter. I wish you much success as you deal with this issue. I trust this concludes the matter at hand.

2004.08.11 8:24am (Kevin Greenlief to Anthony O'Connell)

I responded to this request yesterday.

2004.08.12 9:24am (Kevin Greenlief to Anthony O'Connell)

As I told you yesterday, I responded to this request on Tuesday, August 10, 2004. Another copy is attached. You continue to send me the same e-mail and it appears to be some sort of system generated message since it is exactly the same and is non-responsive to my e-mail of August 10, 2004. In the event you are not reading my electronic response for some reason, I am also mailing you a hard copy response. There will be no further response from me to these type of messages.

2008.02.20 4:17pm (Kevin Greenlief to Anthony O'Connell)

We have answered this question on numerous occasions Mr. O'Connell. If you would like to discuss the matter further, please call Linda Mellott of my staff at 703-324-4802.

2008.02.23 12:05am (Kevin Greenlief to Anthony O'Connell)

We have answered your e-mails each time you made inquiry over the last couple of years. Since you never acknowledged our replies, but simply kept sending the same inquiry, we finally stopped responding. At this point you should call Linda Mellott of my staff to personally discuss this matter at 703-324-4802; or, provide us your telephone number and Ms. Mellott will be happy to call you.

2008.02.23 1:05pm (Kevin Greenlief to Anthony O'Connell) Please confirm receipt of Ms. Mellott's last e-mail. Thank you.

2008.02.23 8:24pm (Kevin Greenlief to Anthony O'Connell)

This is my response.

2008.07.31 2:44pm (Kevin Greenlief to Anthony O'Connell) (Copy to Linda Mellott)

"My office has answered your email on numerous occasions. Since you continue to send the same question and never respond further, we are sending no further response. As I have suggested before, if you want any further communication on this matter, please call Linda Mellott of my staff at 703-324-4833. If you are concerned about a long distance call, please send Ms. Mellott your telephone number and she will call you. With all due respect, there will be no further response from our office on this matter.

Sincerely,

Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia"

2009.08.05 8:26am (Kevin Greenlief to Anthony O'Connell) (Copy to Linda Mellott) *

"Your response is below from Linda Mellott of my staff

Sincerely,

Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia"

*Note: I do not know what Kevin Greenlief is referring to by "Your response is below from Linda Mellott of my staff.")

Part 3, Group 5

(Lisa Overton, title searcher and settlement agent, fifteen times)

2007.01.19 letter (Lisa Overton to Anthony O'Connell)

"This letter will serve to verify that Stewart Title and Escrow, Inc. has received a deposit in the form of a Note with regard to the property referenced above. Please note that we do not have a copy of the contract on file for this transaction, however, we will hold the Note in escrow pending receipt of the contract and/or instructions with regard to this escrow.

Please feel free to contact me should you have any questions concerning this escrow, or should you need any additional information at this time. Best regards. Sincerely"

2007.05.01 letter (Lisa Overton to Anthony O'Connell)

"Enclosed please find a copy of the current Title commitment on the above referenced property. We are forwarding a copy of this report to you at the request of Bill Lynch, and **to clarify the question of conveyance of this property**. As the commitment shows, **you, Anthony Miner O' Connell, Trustee, are the owner of the property** and as Trustee you are empowered to convey the property, pursuant to the Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at page 1446.

Please feel free to contact me should you have any questions regarding the enclosed, or should you need any additional information hanks, and best regards.

Sincerely"

2007.05.11 8:12am (Lisa Overton to Bill Lynch)

"I received the email you forwarded from Mr. O'Connell, and have the following comments;

(1) No.

(2) Yes.

(3) The County simply uses an abbreviated notation of what the property is for their tax records. We would not consider their notation to be a complete legal description of the property. Quite frankly, as our title commitment states, we would expect the purchaser to obtain a survey of the property prior to closing, giving us a new, current legal description of the property, which is the description we would anticipate using in the deed to be recorded conveying the property. I hope that helps answer your questions."

2007.05.15 6:15am (Lisa Overton to Anthony O'Connell)

"Mr. O'Connell: They simply make a "note" of a partial description of the property on the tax records rather than list a complete description of the property. We

would require a complete description of the property in the deed and would not consider the county's shortened "note" version to be a complete description. I hope that clarifies it for you."

2007.05.23 11:52am (Lisa Overton to Anthony O'Connell and Bill Lynch)
"Attached is a complete set of title documents with regard to the title search and title commitment issued for the Accotink property. Thanks!

2007.05.24 9:43am (Lisa Overton to Anthony O'Connell and Bill Lynch) omit second pdf page?

"Bill forwarded your email to me from yesterday, which again asks about the County's notation of the legal description. I believe that we already answered your questions on the legal description, so I am re-sending to you my email of May 15th which addressed the County's legal description. Lisa Overton"

2007.06.14 10:21am (Lisa Overton to Bill Lynch, Anthony O'Connell, Steve Blizzard, and Lisa Overton)

"Yes, that is me from 1988 -can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case. Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place. There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case."

2007.10.16 8:37am (Lisa Overton to Anthony O'Connell and Steve Blizzard)
"I think that Bill is just trying to help, but I am happy to answer on behalf of Stewart Title. WB201 109 does indeed refer to Will Book 201, page 109 as Steve Blizzard indicated earlier. Accotink Station refers to the subdivision name and DB8307-1446 refers to documents recorded in Deed Book 8307 at Page 1446. DB8845-1444 refers to documents recorded in Deed Book 8845 at page 1444 and DB8845-1449 refers to documents recorded in Deed Book 8845 at page 1449. They are all simply references to documents recorded in the land records. I hope that helps."

2007.10.17 8:48am (Lisa Overton to Anthony O'Connell)

"Anthony, I don't understand what you are asking. These individual documents are simply several documents found in the title search - each has no specific meaning by itself; we look at all the documents found in a title search to

determine ownership, insurability, what easements or restrictions affect the property, etc..

Then all of that is translated into a title commitment, which you have a copy of.

You also have a copy of every underlying document from the search.

If there is a specific question you have about one of the documents please let me know, but there is no "meaning" assigned to each particular document."

2007.10.18 8:21am (Lisa Overton to Anthony O'Connell)

"WB201 109 is the court qualification page for the executrix named under the will. Lisa"

2007.10.19 5:38am (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"We are obviously unable to satisfy your questions in this matter. I would suggest that **you hire an attorney** to represent you that can review and analyze the title search on your behalf and at your expense. We have concluded that the property is insurable and have issued our title commitment. We have provided every copy we can from the title search and forwarded it to you more than once. Should this case go forward we are happy to close the transaction for the purchaser and issue the title insurance policy or policies, but there is no additional information on the search that I can provide to you at this time. Lisa Overton"

2007.10.25 9:14am (Lisa Overton to Anthony O'Connell)

"Because we have already answered it again and again and again and our answer never satisfies you. It is simply one of many documents forming the chain of title." omit second and third page?

2007.12.05 2:19pm (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability. The purchaser is welcome to choose another title company for this purchase. Lis

2008.01.07 11:50am (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"We already answered these questions by prior email dated May 11th of 2007. Again: We do not see a problem or conflict of any kind between WB201 Page 109 and the other documents in the chain of title at this time. In 1988 you did need a Co-Trustee appointed per Virginia requirements of an estate, and that was done. Property is now vested in the land trust. A trustee of a land trust does not need to be a Virginia resident as I have indicated on many emails, therefore there will be no problem for you to sign the deed and other documents as Trustee of the land trust that now owns the property. I do not know how I can make this any clearer."

2008.01.08 5:42am (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"You did not qualify individually, a co-trustee was appointed. So that's a no to you individually - Yes to you WITH A CO-TRUSTEE."*

*Reference: The 1988 deed at Book 7005 page 634 says: ".....whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead."

4

Deed not recognized 4 (dnr4)

I don't understand why the 1992 deed for Accotink is not recognized.

Inquires and responses
2003

2003.07.25 8:53am (Anthony O'Connell to multiple recipients)

Dear Fairfax County Board of Supervisors, Washington Post Writers Group, Governing Magazine, Maxwell School, Elizabeth J. Cole:

Would any of you be willing to try to find out:

- 1) Why I cannot obtain a 2003 real estate tax bill for parcel 0904-01-0017?
- 2) What the document trail has been starting with the bill control number that would be found on that bill? For reasons too complex to explain here, it is extremely important to find out who whom the real bill was sent and why.
- 3) Why the reference for parcel 0904-01-0017 on the printout I was sent (attachment "This is not a tax bill") is WB201 109, and not Book 8845 pages 1449-1462 (Deed in trust under land trust agreement), or Book 8845 pages 1449-1462 (Land Trust Agreement), or Book 8845 pages 1444-1448 (Power of Attorney)?

If the above can not be found out, would you please tell me why? Thank you.

Sincerely, Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.07.25 2:07pm (County (Janet Goldsmith) to Anthony O'Connell)

I am answering your third email question. Your real estate record includes a reference to the Will Book 201 109; and a Deed book reference of 8307 p 1446, as those are instruments of record that this office references in our records. They pertain to documents conveying title. The other instruments are recorded in land records at the Circuit Court of Fairfax County and accessible there. Unfortunately the view of the record sent as 'this is not a tax bill' does not reference the deed. However the deed book and page do show on the assessment notice and on the first installment bill, located above the legal description. You can check this on your assessment notice and your 2002 bill. Our records indicate that you informed us of your address change via email on July 4. Unfortunately this was after the mailing of the first installment bills. Your address has been changed, so future correspondence will go to the Arizona address. I believe Ms. Cole is sending a duplicate bill and responding to your second question.

2003.07.29 8:05am (Anthony O'Connell to Elizabeth Cole) (No copy to another)

"Thank you for emailing me a copy of the 2003 real estate tax bill for parcel 0904-01-0017. I received it July 28. What is the audit trail for its' Bill Control 403608501(?)? What is the audit trail for its' Address Service Requested? Would you please correct the legal description and reference on the tax bill? It should be B8307p1446, B8845p1444, B8845p1449. If it is your position that it should be the WB 201 109 on the tax bill, and not B8307p1446, B8845p1444, B8845p1449, would you please tell me why? I cannot properly perform my duties as Trustee until the confused audit trails entangling parcel 0904-01-0017 are clear. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)

"2003.07.30 5:59am (Anthony O'Connell to Elizabeth Cole) (No copy to another)

"Would you please correct the legal description for 0904-01-0017 on the tax bill? The legal description should be B8307p1446, B8845p1444, B8845p1449. If it is your position that it should be the WB 201 109 on the tax bill, and not B8307p1446, B8845p1444, B8845p1449, would you please tell me why? How would anyone know I was Trustee from looking at WB 201 109? I cannot properly perform my duties as Trustee until the confusions surrounding the audit trails of parcel 0904-01-0017 are cleared away. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.07.30 letter Anthony O'Connell to Katherine Hanley to Kevin Greenlief) (No copy to another)

"I received a copy of the enclosed email from Mr. Anthony O'Connell regarding his request for real estate tax billing information about a particular parcel of property. Please provide me with a copy of the Department of Tax Administration's answer to Mr. O'Connell 's inquires. Thank you.

"2003.07.31 3:47am (Anthony O'Connell to Elizabeth Cole) (Copy to multiple recipients)

"Would you please correct the legal description for 0904-01-0017 on the tax bill? The legal description should be B8307p1446, B8845p1444, B8845p1449. If it is your position that it should be the WB 201 109 on the tax bill, and not B8307p1446, B8845p1444, B8845p1449, would you please tell me why? How would anyone know I was Trustee from looking at WB 201 109? I cannot properly perform my duties as Trustee until the confusions surrounding the audit trails of parcel 0904-01-0017 are cleared away. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449,

B8845p1444)"

2003.07.31 3:55am (Anthony O'Connell to Elizabeth Cole) (Copy to Fairfax Journal)

Would you please correct the legal description for 0904-01-0017 on the tax bill? The legal description should be B8307p1446, B8845p1444, B8845p1449.

If it is your position that it should be the WB 201 109 on the tax bill, and not B8307p1446, B8845p1444, B8845p1449, would you please tell me why?

How would anyone know I was Trustee from looking at WB 201 109?

I cannot properly perform my duties as Trustee until the confusions surrounding the audit trails of parcel 0904-01-0017 are cleared away.

Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.04 10:59 am (Linda Mellott to Anthony O'Connell)

I have been requested due to the absence of Janet Coldsmith to respond to your inquiry concerning the deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.05 5:16am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992: Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; Book 8845 pages 1444-1448, Power of Attorney; and Book 8845 pages 1449-1462, Land Trust Agreement.

Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)

"2003.08.06 2:43am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992: Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; Book 8845 pages 1444-1448, Power of Attorney; and Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.06 5:27am (Linda Mellott to Anthony O'Connell)

In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.20 3:37pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be: Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; Book 8845 pages 1444-1448, Power of Attorney; and Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident.

Thank you."

2003.08.21 5:16am (Linda Mellott to Anthony O'Connell)

In response to your inquiry concerning the legal description and deed book information displayed on the Real Estate records and subsequent tax bills for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. These two documents do not convey ownership and are not required to be a part of the Real Estate records. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2003.08.22 1:59pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. The legal description should not be WB201p109 dated 1975. If you read the documents it is self evident. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.22, 2:37pm (Anthony O'Connell to Kevin Greenlief) (No copy to another) "Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.25 5:14pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages

1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.27 9:10am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.08.27 6:00pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.09.01 7:48pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.09.11 3:24pm (Anthony O'Connell to Kevin Greenlief) (Copy to Kate Hanley) "Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. The legal description should not be WB201p109 dated 1975. If you read the documents it is self evident. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.09.14 8:09am (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

The legal description should not be WB201p109 dated 1975.

If you read the documents it is self evident. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.09.14 8:12am (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients) "Would you please correct the legal description on your real estate tax bill for Parcel 0904-01-0017? The legal description should be: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. The legal description should not be WB201p109 dated 1975. If you read the documents it is self evident. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.01 5:37pm (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages.1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449- 1462, Land Trust Agreement.

If you read the documents it is self evident. Confusions on the court records and unanswered questions about them prevent me from carrying out my duties as Trustee.

Confusions have prevented me from selling parcel 0904-01-0017 for the past ten years. Experience has taught me that it would not be prudent to try until the confusions are cleared away. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017, before I am sent one, associated with the incorrect legal description on the tax bill for parcel 0904-01-0017? Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.01 5:42pm (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages.1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449- 1462, Land Trust Agreement.

If you read the documents it is self evident. Confusions on the court records and unanswered questions about them prevent me from carrying out my duties as Trustee.

Confusions have prevented me from selling parcel 0904-01-0017 for the past ten years. Experience has taught me that it would not be prudent to try until the confusions are cleared away. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017, before I am sent one, associated with the incorrect legal description on the tax bill for parcel 0904-01-0017? Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.03 12.35pm (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident.

Confusions on the court records and unanswered questions about them prevent me from carrying out my duties as Trustee. It would not be prudent for me to try to sell 0904-01-0017 until the confusions are cleared away. Experience has taught me that the people who create and control confusion control the assets and people who are intangled in the confusion.

Confusions have prevented me from selling parcel 0904-01-0017 for the past ten years.

If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? Why do you not correct the legal description on your tax bill or respond to my requests? Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.04 4:14am (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017?

The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident.

Confusions on the court records and unanswered questions about them prevent me from carrying out my duties as Trustee. It would not be prudent for me to try to sell 0904-01-0017 until the confusions are cleared away. Experience has taught me that the people who create and control confusion control the assets and people who are intangled in the confusion. Confusions have prevented me from selling parcel 0904-01-0017 for the past ten years.

If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? Why do you not correct the legal description on your tax bill or respond to my requests? Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.06 6:34pm (Anthony O'Connell to Kevin Greenlief) (Copy to multiple recipients)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident.

Confusions on the court records and unanswered questions about them prevent me from carrying out my duties as Trustee. It would not be prudent for me to try to sell 0904-01-0017 until the confusions are cleared away. Experience has

taught me that confusion can be used as tool to control the assets and people who are intangled in the confusion. Confusions have prevented me from selling parcel 0904-01-0017 for the past ten years. Would you please answer a few questions?

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me? Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.08 6.30am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief) "I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. Can any of you get Mr. Greenlief to answer these questions: (1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? (2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? (3) Why do you not correct the legal description? (4) Why do you not respond to me? I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.09 6.08am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department Tax Administration, to answer my questions. I know of no other option but to try to get someone who can.

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered. Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446,

B8845p1449, B8845p1444)"

2003.10.10 4.37am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01 0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1 - 0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered. Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.14 12.09pm (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01 0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1 - 0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered.

Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.15 5.59am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other

option but to try to get someone who can. . Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.16 1.20pm (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. . Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.17 4.09am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can.

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel

0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.20 6.08am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief) "I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. . Can any of you get Mr. Greenlief to answer these questions: (1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? (2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17? (3) Why do you not correct the legal description? (4) Why do you not respond to me? I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.21 7.28 am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank

you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.22 5.13am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief) "I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. . Can any of you get Mr. Greenlief to answer these questions: (1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? (2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? (3) Why do you not correct the legal description? (4) Why do you not respond to me? I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.23 5.48am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me? I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you. Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.28 8.06am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other

option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions: (

1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.10.31 10.37am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such. The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.11.03 9.17am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax

bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.11.04 6.34am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can..

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.11.07 5.45am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-0 1- 00 17?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.
Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446,
B8845p1449, B8845p1444)"

2003.11.11 10.45am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.
Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446,
B8845p1449, B8845p1444)"

2003.11.18 6.42pm (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.
Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446,
B8845p1449, B8845p1444)"

2003.11.22 6.09pm (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

2003.12.12 11.33am (Anthony O'Connell to multiple recipients) (Copy to Kevin Greenlief)

"Subject: Issue: Can the public get their questions answered?

Dear Fairfax County Board of Supervisors and to whom it may concern:

I do not have the power to get Mr. Kevin Greenlief, Director, Fairfax County Department of Tax Administration, to answer my questions. I know of no other option but to try to get someone who can. .

Can any of you get Mr. Greenlief to answer these questions:

(1) If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

(2) Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

(3) Why do you not correct the legal description?

(4) Why do you not respond to me?

I cannot properly perform my duties as Trustee unless I can get answers to questions such as these. I do not have a dispute with Fairfax County. I ask that no one make it appear so and it being accepted as such.

The issue is whether the public can get their questions answered Thank you.

Anthony M. O'Connell , Trustee for Parcel 09-4-01-0017 (B8307p1446, B8845p1449, B8845p1444)"

5

Deed not recognized 5 (dnr5)

I don't understand why the 1992 deed for Accotink is not recognized.

Inquires and responses 2004
(January- June)

2004.01.13 11.28am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.01.20 10.45pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for

parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.01.25 10.43pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904 01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.01.29 11.41pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.02.07 1.48pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.02.18 6.09am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.03.08 10.57pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for

parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.03.23 4.08pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.03.25 7.08am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.03.28 5.58pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.03.31 12.26am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
- (2) Book 8845 pages 1444-1448, Power of Attorney; and
- (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-00 17 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.04.05 12.50pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

- (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;

(2) Book 8845 pages 1444-1448, Power of Attorney; and
(3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.04.12 6.57pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

(1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
(2) Book 8845 pages 1444-1448, Power of Attorney; and
(3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.

Thank you."

2004.04.17 2.20am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975.

The legal description should be the following documents dated 1992:

(1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement;
(2) Book 8845 pages 1444-1448, Power of Attorney; and
(3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-0 1-0017 would you please tell me why?

Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-0 1-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

I cannot properly perform my duties as Trustee until the confusions on the court

records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017.
Thank you."

2004.04.22 9:20am (Linda Mellott to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why?

According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of FairfaxCounty Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1092 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601- 0017?

When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.24 6.23am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do

with the incorrect legal description on the tax bill for parcel 0904-01-0017? I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Please correct the legal description on your real estate tax bill for parcel 0904-01-0017. Would you please tell me what the following from Book 8307 page 1446 means to you?

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

Thank you."

2004.04.26 5:19pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY

MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple,"

Would you please tell me what the following, beginning in Will Book 201 at page 109, and recorded in 1975, means to you?

WILL BOOK 201 PAGE 109

"IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, June 18, 1975 Fid. 21840

A paper writing purporting to be the Last Will and Testament of HAROLD A. O'CONNELL, dated the 11th day of April, 1974, was this day presented for probate by Jean M. O'Connell, who made oath thereto, and it appearing from the statement filed by her in connection therewith that the said HAROLD A.

O'CONNELL died on the 26th day of May, 1975, and was at the time of his death a resident of the County of Fairfax, Virginia, and it further appearing that said paper writing was executed pursuant to the provisions of Sec. 64.1-87.1 of the Code of Virginia, said paper writing is admitted to probate and ordered to be recorded as and for the true Last Will and Testament of HAROLD A.

O'CONNELL. Thereupon Jean M. O'Connell, the Executor named in said will, is appointed and duly qualifies as such by taking the oath prescribed by law and entering into and acknowledging a bond in the penalty of One Hundred Fifty Thousand Dollars (no surety being required by direction of the Testator as set out in said will).

Which said bond, being duly signed, sealed, acknowledged and delivered by the obligor therein named, before me, is approved and ordered to be recorded.

Thereupon the said Executor filed with me, and subscribed and swore to the same before me, a list of the persons who would have been the heirs at law of the decedent had he died intestate, which is received and admitted to record

Teste: K FRANKLIN GOODING, CLERK

By (?) Deputy Clerk

WILL BOOK 201 PAGE 110

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX, VIRGINIA List of the heirs at law, as required by Section 64.1-134 of the Code of Virginia, as amended, of HAROLD A. O'CONNELL who died testate on the 26th day of May, 1975

The following would have been the heirs at law of the decedent had he died intestate:

NAMES OF HEIRS AGE- YEARS RELATIONSHIP ADDRESS

Jean M. O'Connell 63 - wife 6541 Franconia Road Springfield, Va. 22150

Anthony M O'Connell 33 - son 6525 Clayton Avenue St. Louis, Missouri 63139

Sheila Tierney O'Connell 35 - daughter 44 Carleton Street Portland, Maine

04102

Jean Nader O'Connell 37 - daughter 439 Spring Street New Kensington, Pa 15068 I do solemnly swear that I have made diligent inquiry as to the names, ages and addresses of the heirs at law of the above named decedent and that I believe the above list of said heirs to be true and correct, so help me God.

(signed) Jean M O'Connell

Wife of the decedent Address:

6541 Franconia Road

Springfield, Va. 22150

...Thank you."

2004.04.26 2:29am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres.

As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why?

According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.04.29 7.50am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for

parcel 0904-01-0017? The legal description should not be WB201p109 dated 1975. The legal description should be the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement.

If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

...

Would you please tell me what the following, beginning in Will Book 201 at page 109, and recorded in 1975, means to you? WILL BOOK 201 PAGE 109

"IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, June 18, 1975 Fid. 21840

A paper writing purporting to be the Last Will and Testament of HAROLD A. O'CONNELL, dated the 11th day of April, 1974, was this day presented for probate by Jean M. O'Connell, who made oath thereto, and it appearing from the statement filed by her in connection therewith that the said HAROLD A.

O'CONNELL died on the 26th day of May, 1975, and was at the time of his death a resident of the County of Fairfax, Virginia, and it further appearing that said paper writing was executed pursuant to the provisions of Sec. 64.1-87.1 of the Code of Virginia, said paper writing is admitted to probate and ordered to be recorded as and for the true Last Will and Testament of HAROLD A.

O'CONNELL.

Thereupon Jean M. O'Connell, the Executor named in said will, is appointed and duly qualifies as such by taking the oath prescribed by law and entering into and

acknowledging a bond in the penalty of One Hundred Fifty Thousand Dollars (no surety being required by direction of the Testator as set out in said will). Which said bond, being duly signed, sealed, acknowledged and delivered by the obligor therein named, before me, is approved and ordered to be recorded. Thereupon the said Executor filed with me, and subscribed and swore to the same before me, a list of the persons who would have been the heirs at law of the decedent had he died intestate, which is received and admitted to record

Teste: K FRANKLIN GOODING, CLERK

By (?) Deputy Clerk

WILL BOOK 201 PAGE 110

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX, VIRGINIA

List of the heirs at law, as required by Section 64.1-134 of the Code of Virginia, as amended, of HAROLD A. O'CONNELL who died testate on the 26th day of May, 1975

The following would have been the heirs at law of the decedent had he died intestate:

NAMES OF HEIRS AGE- YEARS RELATIONSHIP ADDRESS

Jean M. O'Connell 63 - wife 6541 Franconia Road Springfield, Va. 22150

Anthony M O'Connell 33 - son 6525 Clayton Avenue St. Louis, Missouri 63139

Sheila Tierney O'Connell 35 - daughter 44 Carleton Street Portland, Maine 04102

Jean Nader O'Connell 37 - daughter 439 Spring Street New Kensington, Pa 15068

I do solemnly swear that I have made diligent inquiry as to the names, ages and addresses of the heirs at law of the above named decedent and that I believe the above list of said heirs to be true and correct, so help me God.

(signed) Jean M O'Connell

Wife of the decedent

Thank you."

2004.04.29 11:26am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 fax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904 01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.03 6.50am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. The legal description should be the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached

and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you.

2004.05.03 2:27pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why?

According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.08 9:02am (Anthony O'Connell to County (Kevin Greenlief)) (No copy to another)

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to

do with the incorrect legal description on the tax bill for parcel 0904-01-0017?
Would you please tell me what the following, beginning in Book 8307 at page
1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you.

2004.05.10 11:05am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2603 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this

property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.10 3:41pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.05.11 7:44am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you

please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.21 11.36am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and

not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.05.21 3:12pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.05.24 10:28am (Milagros Woolson to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I

am including your questions from your most recent email in my response:

1 If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy MI1 on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

Thank you,

2004.05.27 2:30pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th

day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.05.28 12.00pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached

*and incorporated EXHIBIT A ("Property").
TO HAVE AND TO HOLD
the property in fee simple, "*
Thank you."

2004.06.01 11:56am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. Hit is not clear that I am Trustee for parcel 090601-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (1 9) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 090601-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.04 5.35am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the

2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.06.04 10:09am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01 -0017 would you please tell me why?

According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 090461-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017?

When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the

legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A O'Connell.

2004.06.07 5:27am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL,

Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.06.07 4:32pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I

am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-001 7 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.09 3.52am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and

HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.06.09 7:58am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.15 2.25pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

Thank you."

2004.06.24 6.23am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal

description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

Thank you."

2004.06.28 4.54am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes

collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple, " Thank you."

2004.06.30 4.40am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

Thank you."

2004.06.30 9:00am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I

am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.06.30 9:01am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to

you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

6

Deed not recognized 6 (dnr6)

Part 6 Inquires and responses
2004 (July-December)

2004.07.06 9.26pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MINER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.07.12 9:31am (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01 0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax MI1 was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. 088845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.14 8:25am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Does my having to ask nineteen times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017?

Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple,"

Thank you."

2004.07.16 9:12am (DTARED) to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If It is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-001 7 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01- 0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to

be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.23 2:13pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.07.23 2:29pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the

Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.07.26 6:04pm (DTARED to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly

owned by Harold A. O'Connell.

2004.07.30 10:33pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?

BK 8307 1446

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.08.03, 11:25am (Bettina Strickland to Anthony O'Connell)

We are in receipt of your email with respect to the owner and legal description listed on the property described as Accotink Station, 15 Acres. As a reference, I am including your questions from your most recent email in my response:

1. If it is not clear that I am Trustee for parcel 0904-01-0017 would you please tell me why? According to our records, you are clearly the Trustee for the above referenced property based on the will transferring ownership in WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The information that you have requested be added to

our records would be researched for a title search and is maintained and available through the Land Records Division of the Circuit Court.

2. Does my having to ask nineteen (19) times for the 2003 tax bill for parcel 0904-01-0017 have anything to do with the incorrect legal description on the tax bill for parcel 0904-01-0017? When you notified our office in July of 2003 of your current mailing address in Arizona, a copy of the tax bill was sent to you via email and followed by a hard copy bill on Monday, July 28. The legal description is correct for this property as listed on our records. The additional documents that you reference are not the legal description and are not required to be included on the Real Estate record. DB8845-1444 is the Power of Attorney appointment by the heirs for you to represent them on matters pertaining to this property, and DB8845-1449 further defines your duties and responsibilities as Trustee. It also lists the Percentage of Interest in the Trust. Since they are recorded with the Land Records of Fairfax County Circuit Court, they are able to be researched by anyone inquiring about the handling of the real estate formerly owned by Harold A. O'Connell.

2004.08.03. 1:02pm (DTARED to Anthony O'Connell)
I'm referring your email to Ms. Linda Mellott. Thank you,

2004.08.04 2:36pm (Linda Mellott to Anthony O'Connell)
DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.06 12:09pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)
"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.
I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.
Would you please tell me what the following, beginning in Book 8307 at page 1446, and recorded in 1992, means to you?
BK 8307 1446

*"DEED IN TRUST UNDER LAND TRUST AGREEMENT
THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will*

and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple, "

Thank you."

2004.08.06 3:08pm (Linda Mellott to Anthony O'Connell)

DTA has responded to your questions and we do not have any additional information to add to our responses. You are the Trustee for the property located on parcel 0904-01-0017 and the legal description for this record corresponds to the required recorded documents of Fairfax Circuit Court Land Records.

2004.08.06 3:49pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Please, Mr. Greenlief; What does Book 8307 at page 1446, means to you (For example " *TO HAVE AND TO HOLD the property in fee simple,*")?

Anthony O'Connell , Trustee"

2004.08.09 11:35am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

For example, would you please tell me what the following means to you: "*TO HAVE AND TO HOLD the property in fee simple,...*" in Book 8307 at page 1446?

Thank you."

2004.08.09 4:33pm (Linda Mellott to Anthony O'Connell)

I have been requested to respond to your inquiry concerning the deed book information displayed on the Real Estate records for the property located on Map Reference 090-4-01-0017 described as ACCOTINK STATION. Our records contain the reference transferring ownership as WB201-109 as the recorded document with the Land Records of Fairfax County Circuit Court to be the Last Will and Testament of Harold A O'Connell and the transfer of his Fairfax County real estate holdings to his listed heirs. We also display on our record the deed book and page, Book 8307 Page 1446, where the heirs of Harold A O'Connell in October of 1992 under a Land Trust agreement named you as the Trustee of this property. The phrase you listed and the wording in this deed define your authority as trustee,

Editor's note: A photocopy of the fourth paragraph of Bk8307 1446, Deed in Trust

Under Land Trust Agreement, is inserted in this email. The text is as follows. The parts in [brackets] were cut off but put back by the editor.

"Full power and authority is hereby granted to [the Trustee] and their successors and assigns to protect and [conserve the] property; to sell, contract to sell and grant options [to purchase] the Property and any right, title or interest therein on [any terms;] to exchange the Property or any part thereof for any [other real or] personal property upon any term; to convey the Property [by deed or] other conveyance to any grantee, with or without [consideration; to] mortgage, pledge or otherwise encumber the Property [or any part] thereof; to lease, contract to lease, grant options to [lease and] renew, extend, amend and otherwise modify leases on the [Property or] any part thereof from time to time, for any period of [time, for and] rental and upon any other terms and conditions; and [to release] convey or assign any other right, title or interest [whatsoever in] the Property or any part thereof."

2004.08.09 certified mail (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you?

"DEED IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property"). TO HAVE AND TO HOLD the property in fee simple (underline, color, and bold mine)"

Thank you."

2004.08.10 10:40am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is selfevident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple (underline, color, and bold mine)"

Thank you".

2004.08.10 7:10pm (Kevin Greenlief to Anthony O'Connell)

My staff has traded e-mails and correspondence with you on numerous occasions. We clearly seem to have some failure to communicate on this issue and for that I apologize.

First let me explain our position on this, and then I'll explain what it is we are going to do to try to assist you to the extent possible. First, the legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away."

There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e., the start of the chain), that is the reference we listed. As my staff has repeatedly said however, the Land Trust Agreement at DB 8307-1446 has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

We have now implemented a new computer system that offers us some additional space flexibility. As a result, my staff has now added the deed book references you desire to the existing references. The reference included in our legal description area will read "Accotink Station; WB201-109; DB8307-1446; DB8845-1444; DB8845-1449."

Again, this is highly unusual and not at all necessary inasmuch as any title examiner, Attorney or court would be able to follow the clear chain of title as recorded in the Land Records. The listing of these deed book references on our assessment record has no bearing on your role as trustee nor does it impact the chain of title ownership. It simply lists deed book references within the chain. That said, since we have the space and since this appears to be a significant issue for you and does not otherwise impact the validity of our records, we have made this accommodation at your request. You will receive a second installment tax bill in November. This bill should reflect these changes. If you would like to check this on-line before then, you should be able to see these changes within the next two weeks via the following Internet link <http://icare.fairfaxcountv.gov/Main/Home.aspx>

I appreciate that estate management can be a very complicated matter. I wish you much success as you deal with this issue. I trust this concludes the matter at hand.

2004.08.10 11:51am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th

day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

Thank you."

2004.08.11 certified mail (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446 means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.11 8:22am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446 means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using

Will Book 205 page 109 with the legal description?
Thank you."

2004.08.11 8:24am (Kevin Greenlief to Anthony O'Connell)
I responded to this request yesterday.

2004.08.12 8:54am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446 means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.12 9:24am (Kevin Greenlief to Anthony O'Connell)

As I told you yesterday, I responded to this request on Tuesday, August 10, 2004. Another copy is attached. You continue to send me the same e-mail and it appears to be some sort of system generated message since it is exactly the same and is non-responsive to my e-mail of August 10, 2004. In the event you are not reading my electronic response for some reason, I am also mailing you a hard copy response. There will be no further response from me to these type of messages.

2004.08.13 8:37am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446 means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you".

2004.08.15 6.49am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold

mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.17 7:21am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.18 2.59pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book

8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?
Thank you."

2004.08.19 7.35am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using

Will Book 205 page 109 with the legal description?
Thank you."

2004.08.20 4.55pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I do not understand why you continue to avoid taking an accountable position on what the following in Book 8307 at page 1446 means to you. If there is something that is unclear in the following copy of my letter would you please point out what it is?

Dear Mr. Greenlief:

Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away.

The legal description on your real estate tax bill for parcel 0904-01-0017 should be Book 8307 page 1446. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

DEED(underline, color, and bold mine) **IN TRUST UNDER LAND TRUST AGREEMENT**

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL,

Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you avoid stating what this in Book 8307 at page 1446 means to you? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.25 11.13pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)"

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.27 8.01am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following

documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.28 7.56am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following,

beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

DEED(underline, color, and bold mine) **IN TRUST UNDER LAND TRUST AGREEMENT**

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.30 6.43pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident. The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

DEED(underline, color, and bold mine) **IN TRUST UNDER LAND TRUST AGREEMENT**

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE

SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.08.31 7.49am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.09.01 7.36am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description? Thank you."

2004.09.02 1.43pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description? Thank you."

2004.09.03 6.33am (Anthony O'Connell to Kevin Greenlief) (No copy to

another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.09.06 8.49pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the

documents it is self evident. The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

DEED(underline, color, and bold mine) *IN TRUST UNDER LAND TRUST AGREEMENT*

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)." What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description? Thank you."

2004.09.08 11.33am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

DEED(underline, color, and bold mine) *IN TRUST UNDER LAND TRUST AGREEMENT*

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th

day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

2004.09.09 11.54am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident. The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH

: That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)." What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description? Thank you."

Editor's note: About this time Anthony O'Connell , Trustee, asked an interested potential buyer to do a title search on parcel 0904-01-0017 before any sales contract would considered(? Signed). be signed by Anthony O'Connell , Trustee. The purpose was to try to avoid surprises like that in his sale of 1988, where Edward White told Anthony O'Connell , Trustee that he had to sign a deed that said "... " or he would tell my family that I was obstructing the sale (with the implication that my mother would agree to excluding me from the sale) The correspondence with Stewart Title Company after this is a result of the agreement. Coincidentally (or not) the same Lisa Overton who was the settlement agent and title searcher in the trustee's sale of 1998 is the settle agent and title searcher here. (Move this to just before my first letter to Stewart Title). Correspondence to and from the buyer is not included (except what is incidental on the multiple message emails.)

2004.09.17 3:41pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident. The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE

SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell , Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)." What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description? Thank you."

2004.09.24 12.43pm (Anthony O'Connell to Kevin Greenlief) (Copy to Sheila O'Connell and Jean Nader)

"Would you please correct the legal description on your real estate tax bill for parcel 0904-01-0017? The legal description should not be the list of heirs recorded in WB201p109 dated 1975. That has been superseded by the following documents dated 1992: (1) Book 8307 pages 1446-1452, Deed in Trust Under Land Trust Agreement; (2) Book 8845 pages 1444-1448, Power of Attorney; and (3) Book 8845 pages 1449-1462, Land Trust Agreement. If you read the documents it is self evident.

The legal description for parcel 0904-01-0017 should be Book 8307 page 1446. I cannot properly perform my duties as Trustee until the confusions on the court records have been cleared away. Would you please tell me what the following, beginning in Book 8307 at page 1446, means to you (The combination of underline, bold, and red color when printed with color, are mine)?

"DEED(underline, color, and bold mine) IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of October, 1992 by and between JEAN MARY O'Connell NADER and HOWARD NADER, husband and wife, SHEILA ANN O'Connell and PIERRE SHEVENELL, husband and wife, ANTHONY MINER O'CONNELL, divorced and not remarried, and ANTHONY MNER O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as

trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the property in fee simple(underline, color, and bold mine)."

What does the above mean to you? Why do you continue to avoid stating what this in Book 8307 at page 1446 means to you? If there is something that is not clear about the above would you please point out what it is? Do you see anything confusing about using Will Book 205 page 109 with the legal description?

Thank you."

7

Deed not recognized 7 (dnr7)

Part 7

Inquires and responses
2005 through 2010

2005.05.22 5:46am (Anthony O'Connell to Bill Lynch) (Copy to Lisa Overton, Andy Somerville and Steve Blizzard)

"I need a title company that will provide a Title Commitment that is clear and unambiguous. I need a title company to examine everything in the chain of title and to take a clear and accountable position on their findings, so that everyone concerned can rely upon it. I need a title company that will provide answers to fundamental questions such as:

- (a) Who is the Seller?
- (b) Does the property have a clear Title?
- (c) If not, why not?
- (d) If not, what must be done to correct it?

Tony"

2005.05.22 5:51pm (Anthony O'Connell to Lisa Overton, Steve Blizzard, Bill Lynch and Andy Somerville) (No copy to another)

"I need a title company that will do a thorough title search, one that examines everything in the chain of title, and to take a clear and accountable position on their findings, so that everyone concerned can rely upon it.

I need a title company that will provide answers to fundamental questions such as;

- (a) Who is the Seller?
- (b) Does the property have a clear Title?
- (c) If not, why not?
- (d) If not, what must be done to correct it?

And to write a Title Commitment that reflects it.

I need clarity and accountability. Telephone calls, personal opinions, memos, person one saying person two said x, is not an accountable position. It is not prudent for me to rely on telephone calls, personal opinions, memos, person one saying person two said x.

Tony"

2007.01.19 letter (Lisa Overton to Anthony O'Connell)

"This letter will serve to verify that Stewart Title and Escrow, Inc. has received a deposit in the form of a Note with regard to the property referenced above. Please note that we do not have a copy of the contract on file for this transaction, however, we will hold the Note in escrow pending receipt of the contract and/or instructions with regard to this escrow. Please feel free to contact me should you have any questions concerning this escrow, or should you need any additional information at this time. Best regards. Sincerely"

2007.04.12 3:39am (Anthony O'Connell to Steve Blizzard, Lisa Overton, buyer) (No copy to another)

"Would you please explain why the sales contract for Accotink of January 2007 says Anthony M. O'Connell is the owner? I need a title company that will do a thorough title search, one that examines everything in the chain of title, and to take a clear and accountable position on their findings, so that everyone concerned can rely upon it. I need a title company that will provide answers to fundamental questions such as:

- (a) Who is the Seller?
- (b) Does the property have a clear Title?
- (c) If not, why not?
- (d) If not, what must be done to correct it?

And to write a Title Commitment that reflects it. I need clarity and accountability. Telephone calls, personal opinions, memos, person one saying person two said x, is not an accountable position. It is not prudent for me to rely on telephone calls, personal opinions, memos, person one saying person two said x. Thank you."

2007.04.12 3:52am (Anthony O'Connell to Lisa Overton, Steve Blizzard, buyer) (No copy to another)

"Would you please explain why the sales contract for Accotink of January 2007 says Anthony M. O'Connell is the owner? I need a title company that will do a thorough title search, one that examines everything in the chain of title, and to take a clear and accountable position on their findings, so that everyone concerned can rely upon it. I need a title company that will provide answers to fundamental questions such as:

- (a) Who is the Seller?
- (b) Does the property have a clear Title?
- (c) If not, why not?
- (d) If not, what must be done to correct it?

And to write a Title Commitment that reflects it. I need clarity and accountability. Telephone calls, personal opinions, memos, person one saying person two said x, is not an accountable position. It is not prudent for me to rely on telephone calls, personal opinions, memos, person one saying person two said x. Are you willing to do this?

2007.04.13 7.09am (Anthony O'Connell to Lisa Overton, Steve Blizzard,

buyer) (No copy to another)

"I don't understand "Do you mean to say that you want the title company to issue a title insurance policy to you as Trustee? Would you please explain it?"

I need a title company that will do a thorough title search, one that examines everything in the chain of title, and to take a clear and accountable position on their findings, so that everyone concerned can rely upon it. I need a title company that will provide answers to fundamental questions such as:

(a) Who is the Seller?

(b) Does the property have a clear Title

(c) If not, why not?

(d) If not, what must be done to correct it?

And to write a Title Commitment that reflects it. I need clarity and accountability. Telephone calls, personal opinions, memos, person one saying person two said x, is not an accountable position. It is not prudent for me to rely on telephone calls, personal opinions, memos, person one saying person two said x. Tony"

2007.05.01 letter (Lisa Overton to Anthony O'Connell)

"Enclosed please find a copy of the current Title commitment on the above referenced property. We are forwarding a copy of this report to you at the request of Bill Lynch, and to clarify the question of conveyance of this property. As the commitment shows, you, Anthony Miner O'Connell, Trustee, are the owner of the property and as Trustee you are empowered to convey the property, pursuant to the Deed in Trust under Land Trust Agreement recorded in Deed Book 8307 at page 1446.

Please feel free to contact me should you have any questions regarding the enclosed, or should you need any additional information hanks, and best regards.

Sincerely"

2007.05.05 6.45pm (Anthony O'Connell to Lisa Overton, Steve Blizzard, buyer) (No copy to another)

"Did you finish your title search for parcel 0904 01 0017? If so, what did you find? Anthony O'Connell , Trustee"

2007.05.08 3.39pm (Anthony O'Connell to Lisa Overton, Steve Blizzard , buyer) (No copy to another)

"I received the title report from Lisa Overton at Stewart Title today. Are you saying that this is a title search?

Did you finish your title search for parcel 0904 01 0017? If so, would you please send me a copy of the abstract?

Thank you."

2007.05.09 8.51am (Anthony O'Connell Lisa Overton, Steve Blizzard, buyer) (No copy to another) "Before entering into a contract for parcel 0904 01 0017, I need the Buyer to do a Title Search that provides straightforward information and accountable answers so that all concerned can rely upon it. For example, the

County currently has the legal description for parcel 0904 01 0017 on the real estate tax records as "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449" (1) Does Stewart Title see a conflict between WB201 page 109 dated 1975, with the other documents; the Virginia Land Trust documents dated 1992? (2) Does Stewart Title see the Virginia Land Trust documents dated 1992 as superseding Will Book 201 page 109 dated 1975? (3) What is Stewart Title's response to this legal description? Thank you"

2007.05.11 8:12am (Lisa Overton to Bill Lynch)

"I received the email you forwarded from Mr. O'Connell, and have the following comments;

(1) No.

(2) Yes.

(3) The County simply uses an abbreviated notation of what the property is for their tax records. We would not consider their notation to be a complete legal description of the property. Quite frankly, as our title commitment states, we would expect the purchaser to obtain a survey of the property prior to closing, giving us a new, current legal description of the property, which is the description we would anticipate using in the deed to be recorded conveying the property. I hope that helps answer your questions."

2007.05.12 9:34pm (Anthony O'Connell to Lisa Overton)

"I don't understand your abbreviated notation comment. Would you please explain it? Thank you."

2007.05.15 6:15am (Lisa Overton to Anthony O'Connell)

"Mr. O'Connell: They simply make a "note" of a partial description of the property on the tax records rather than list a complete description of the property. We would require a complete description of the property in the deed and would not consider the county's shortened "note" version to be a complete description. I hope that clarifies it for you."

2007.05.15 1:28pm (Anthony O'Connell to Lisa Overton)

"I don't understand your "(3) The County simply uses an abbreviated notation of what the property is for their tax records." in your email of May 11, 2007. Would you please explain?

Your commitment for title insurance revised 4/24/07, schedule B, section 1, item 7.A says "Deed from ANTHONY MINER O'CONNELL TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY". Why is it written this way? Sincerely, Anthony O'Connell, Trustee"

2007.05.17 9:33am (Anthony O'Connell to buyer) (Copy to Lisa Overton and Steve Blizzard)

"I'm concerned about our communication. For more than two years now I've been under the impression that you were willing to have a title search done on parcel 0904 01 0017 before we sign a sales contract. I would like to try again. Before I

sign a sales contract for parcel 0904 01 0017, I need the Buyer to do a Title search and send me a copy. When I say Title search, I mean a Title search such as that defined in Blacks' Law Dictionary, Fifth Edition, as: "Title search. An examination of the records of registry of deeds or other office which contains records of title documents to determine whether title to the property is good; i.e., whether there are any defects in the title. The examiner then prepares an abstract of the documents examined."

I need a title company that will do a thorough title search, one that examines everything in the chain of title, and to take a clear and accountable position on their findings so that everyone concerned can rely upon it. I need a title company that will provide answers to fundamental questions such as:

(a) Who is the Seller?

(b) Does the property have a clear Title?

(c) If not, why not? (d) If not, what must be done to correct it?

I need clarity and accountability. Telephone calls, personal opinions, memos, person one saying person two said this or that, is not an accountable position. It is not prudent for me to rely on telephone calls, personal opinions, memos, or person one saying person two said this or that.

Are you willing to do this?

Anthony M. O'Connell , Trustee

2007.05.23 5:26am (Anthony O'Connell to Lisa Overton, Steve Blizzard) (Copy to Bill Lynch and Andy Somerville) "Does Stewart Title find the following legal description for parcel 0904 01 0017 correct: "ACCOTTNK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449"? Anthony O'Connell , Trustee"

2007.05.23 11:52am (Lisa Overton to Anthony O'Connell and Bill Lynch)
"Attached is a complete set of title documents with regard to the title search and title commitment issued for the Accotink property.
Thanks!

2007.05.24 6:17am (Anthony O'Connell to Lisa Overton, Steve Blizzard) (Copy to Bill Lynch and Andy Somerville) (Copy to Bill Lynch and Andy Somerville)
"Does Stewart Title find the following legal description for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449"? Please read the documents.
Anthony O'Connell , Trustee"

2007.05.24 9:43am (Lisa Overton to Anthony O'Connell and Bill Lynch) omit second pdf page?
"Bill forwarded your email to me from yesterday, which again asks about the County's notation of the legal description. I believe that we already answered your questions on the legal description, so I am re-sending to you my email of May 15th which addressed the County's legal description.
Lisa Overton"

2007.05.25 6.50am (Anthony O'Connell to Stewart Title) (Copy to Bill Lynch and Andy Somerville)

"Does Stewart Title find the following legal description for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307- 1446 DB8845- 1444 DB8845- 1449"? Please read the documents. Please give me a yes or a no.
Anthony O'Connell , Trustee"

2007.05.28 4.42pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Do you find the following legal description for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DBWS1444 DBW5- 1449"? Please read the documents.
Anthony O'Connell , Trustee for parcel 0904 01 0017"

2007.06.04 7.21.15am (Anthony O'Connell to Kevin Greenlief) (No copy to another) "Do you find the following legal description in your records for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-IWDB8845-149? Please read the documents. Please give me a yes or a no.
Anthony O'Connell , Trustee for parcel 0904 01 0017"

2007.06.04 7.21.19am (Anthony O'Connell to Janet Coldsmith) (No copy to another)

"Do you find the following legal description in your records for parcel 090401 0017 correct: "ACCOTINK STATION WR201 109 DB8307-1446 DR8815-1414 DB8845-1449"? Please read the documents. Please give me a yes or a no.
Anthony O'Connell , Trustee for parcel 0904 01 0017"

2007.06.05 10.08am (Anthony O'Connell to Julio Vargas) (Copt to Bill Lynch and Andy Somerville)

"Do you think the legal description for parcel 0904 01 0017 has been a factor in the problems I've had in getting a tax bill? Do you find the following legal description for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DR8845-1444 DR8845-1449"? Please read the documents.
Anthony O'Connell , Trustee for parcel 0904 01 0017"

2007.06.12, 11:46am (Anthony O'Connell to Lisa Overton, Steve Blizzard) (No copy to another)

"The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for the 1988 sale to Lynch Properties Limited Partnership. Please correct me if I am wrong.

I was surprised to be told the day before settlement of this sale that I had to sign a deed that said I could not qualify as Trustee. Where does it say in the Court records that I could not qualify as Trustee? I found six documents that show I qualified as Trustee in 1986. Copies of the six documents and the page from the deed are attached.

Please show me where it says in the Court records that I could not qualify as Trustee. I am concerned that something like this may happen again.
Anthony O'Connell , Trustee"

2007.06.13 7:00am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(No copy to another)

"Would you please answer these questions?

(1) The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for my 1988 sale. I was surprised to be told the day before settlement that I had to sign a deed that said I could not qualify as Trustee. The attached six documents show I qualified as Trustee in 1986. Where does it say in the Court records that I could not qualify as Trustee? I am concerned that something similar may happen again.

(2) Does Stewart Title find the following legal description in the real estate tax records for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845 -1449"? Please read the documents.

Please give me a yes or a no. (3) Why does Stewart Title allow someone not from Stewart Title to respond to questions for Stewart Title?

Anthony O'Connell , Trustee for parcel 0904 01 0017"

2007.06.13 12:01pm (Linda Mellott to Anthony O'Connell)

I wish to apologize for the delayed response to your inquiry of June 4. Mr. Greenlief has requested that I reply to your inquiry The legal description of this vacant parcel of 15 acres is "Accotink Station." The Will Book reference is simply made as a convenience to help citizens (especially title examiners) determine the source of initial property transfer. We have added the deed book references per your earlier request to the existing references. So, the legal description displayed in our current records for parcel 0904 01 0017 reads as stated below

2007.06.14 10:21am (Lisa Overton to Bill Lynch, Anthony O'Connell, Steve Blizzard, and Lisa Overton) omit second page?

"Yes, that is me from 1988 -can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case. Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place. There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case."

2007.10.15 9:05 pm (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"What does "WB201 109 in "ACCOTINK STATION WB201 109 D88307-1446

D88845-1444 068845.1449", mean to you? Sincerely, Anthony O'Connell "

2007.10.16 8:37am (Lisa Overton to Anthony O'Connell and Steve Blizzard)
omit second page?

"I think that Bill is just trying to help, but I am happy to answer on behalf of Stewart Title. WB201 109 does indeed refer to Will Book 201, page 109 as Steve Blizzard indicated earlier. Accotink Station refers to the subdivision name and DB8307-1446 refers to documents recorded in Deed Book 8307 at Page 1446. DB8845-1444 refers to documents recorded in Deed Book 8845 at page 1444 and DB8845-1449 refers to documents recorded in Deed Book 8845 at page 1449. They are all simply references to documents recorded in the land records. I hope that helps."

2007.10.16 10:33 am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(No copy to another)

"Please, what does "WB201 109" in "ACCOTINK STATION WE201 109 DB8307-1446 DB8845-1444 DB8845-1449" mean to Stewart title? Please read the documents.

I need an answer from Stewart Title. Would you please tell Bill Lynch to not answer for you?

Sincerely, Anthony O'Connell "

"2007.10.16 10:58 am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

Please, what does "WE201 109" in "ACCOTINK STATION WE201 109 D88307-1446 D88845-1444 DB8845-1449", mean to Stewart title? Please read the documents.

Sincerely, Anthony O'Connell "

2007.10.16 12:01 pm (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(No copy to another)

Thank you for responding on behalf of Stewart Title. Please read the documents. What do the contents of these documents mean to Stewart Title?

Sincerely, Anthony O'Connell "

2007.10.17 5:42am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(No copy to another)

"What do the contents of WE201 109 mean to Stewart Title?

Anthony O'Connell , Trustee"

2007.10.17 8:48am (Lisa Overton to Anthony O'Connell) omit second and third page?

"Anthony, I don't understand what you are asking. These individual documents are simply several documents found in the title search - each has no specific meaning by itself; we look at all the documents found in a title search to determine ownership, insurability, what easements or restrictions affect the

property, etc..

Then all of that is translated into a title commitment, which you have a copy of. You also have a copy of every underlying document from the search. If there is a specific question you have about one of the documents please let me know, but there is no "meaning" assigned to each particular document."

2007.10.18 8:21am (Lisa Overton to Anthony O'Connell) omit second and third and fourth page?

"WB201 109 is the court qualification page for the executrix named under the will.

Lisa"

2007.10.19 5:38am (Lisa Overton to Anthony O'Connell and Steve Blizzard) omit second and third and fourth page?

"We are obviously unable to satisfy your questions in this matter. I would suggest that you hire an attorney to represent you that can review and analyze the title search on your behalf and at your expense. We have concluded that the property is insurable and have issued our title commitment. We have provided every copy we can from the title search and forwarded it to you more than once. Should this case go forward we are happy to close the transaction for the purchaser and issue the title insurance policy or policies, but there is no additional information on the search that I can provide to you at this time.

Lisa Overton"

2007.10.25 (Anthony O'Connell to Steve Blizzard and Lisa Overton)

"Why would Stewart Title not answer the question ""How do the contents of WE201 109 fit in Stewart Title's title search?"? Please ask Bill Lynch to not answer for you.

Anthony O'Connell , Trustee"

2007.10.25 9:14am (Lisa Overton to Anthony O'Connell)

"Because we have already answered it again and again and again and our answer never satisfies you. It is simply one of many documents forming the chain of title." omit second and third page?

2007.10.31 8:49pm (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(No copy to another)

"Why would Stewart Title not answer the question ""How do the contents of WE201 109 fit in Stewart Title's title search?"?

Anthony O'Connell , Trustee"

2007.12.05 2:16pm (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(No copy to another)

"Why would Stewart Title not answer the question ""How do the contents of WB201 109 fit in Stewart Title's title search?"? I believe it would not be prudent for a Seller to enter into a contract with a Buyer whose Tile company will not

answer a straight forward question such as this.

My new address is: Anthony O'Connell, 439 South Vista Del Rio, Green Valley, Arizona 85614, and my new email address is aocconnell@cox.net.

Anthony O'Connell , Trustee"

2007.12.05 2:19pm (Lisa Overton to Anthony O'Connell and Steve Blizzard)

"I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability. The purchaser is welcome to choose another title company for this purchase. Lisa"

2007.12.07 7:23 am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

Please read WB201 109. How does the content of WE 201 109 fit in Stewart Title's title search for parcel 0904-1-0017?

Why would Stewart Title consider "I am happy to answer yet again that WB 201 1W is simply one of many documents we review in the chain of title to the property to decide insurability." an answer? This could be said of any document Stewart Title says is in the chain of tile. The content of the documents differ.

Anthony O'Connell , Trustee"

2007.12.09 9:36am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

"Please read WB201 109. How do the contents of WB 201 109 fit in Stewart Title's title search for parcel 0904-1-0017? Why would Stewart Title say "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability." an answer? This response could be said of any document Stewart Title says is in the chain of title. The contents of the documents differ.

I would not sign a contract with a buyer who thinks the answer to the question "How do the contents of WB 201 109 fit in Stewart Title's title search for parcel 0904-0140177" is "I am happy to answer yet again, that WE 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability." an answer.

Anthony O'Connell , Trustee"

2007.12.13 8:45am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

"Please ask Bill Lynch to not speak for Stewart Tile. How do the contents of WB 201 109 fit in Stewart Title's title search for parcel 0904-01-0017? Why would Stewart Title say "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability."? The same could be said of any document Stewart Title says is in the chain of title. The contents of the documents differ. Please read WB201 109. It would not be prudent to contract with a buyer who does not understand the importance of this.

Anthony O'Connell , Trustee"

2007.12.19 5:26pm (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

"I have asked you numerous times to explain how WB 201 109 fits in with your title search on parcel 0904-01-0017. Your latest reply was "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability." This reply does not answer the question. This reply says you review WB 201 109. Please answer the question. Your client asks me why I ask this question. The question should be why does Stewart Title not answer the question. It would not be prudent to contract with a buyer who does not understand this.

Anthony O'Connell , Trustee"

2007.12.28 8:55am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

Please ask Andy Somerville to not speak for Stewart Title.

I have asked Stewart Title numerous times to explain how WB 201 109 (Will of H.A O'Connell) fits in with their title search on parcel 0904-01-0017. Stewart Title's latest reply was "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability."

This reply does not answer the question. This reply says Stewart Title reviews WB 201 109. Please answer the question. What happened during my April 21, 1986, sale of parcel 0902-01-0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell?

Anthony O'Connell , Trustee"

2008.01.04 6:23 am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"I have asked Stewart Title numerous times to explain how WB 201 109 (Will of H.A O'Connell) fits in with their title search on parcel 0904-01-0017. Stewart Title's latest reply was "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability." This reply does not answer the question. This reply says Stewart Title reviews WB 201 109. Please answer the question.

What happened during my April 21, 1986, sale of parcel 0902-01-0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell? Please give me a yes or a no.

Anthony O'Connell , Trustee"

2008.01.04 - 6:43 am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"I have asked Stewart Title numerous times to explain how WB 201 109 (Will of

H.A O'Connell) fits in with their title search on parcel 0904-01-0017. Stewart Title's latest reply was "I am happy to answer yet again, that WB 201 109 is simply one of many documents we review in the chain of title to the property to decide insurability." This reply does not answer the question. This reply says Stewart Title reviews WB 201 109. Please answer the question.

What happened during my April 21, 1988, sale of parcel 0902-01-0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell? Please give me a yes or a no.

Anthony O'Connell , Trustee"

2008.01.07 11:50am (Lisa Overton to Anthony O'Connell and Steve Blizzard)
"We already answered these questions by prior email dated May 11th of 2007.

Again:

We do not see a problem or conflict of any kind between WB201 Page 109 and the other documents in the chain of title at this time. In 1988 you did need a Co-Trustee appointed per Virginia requirements of an estate, and that was done. Property is now vested in the land trust. A trustee of a land trust does not need to be a Virginia resident as I have indicated on many emails, therefore there will be no problem for you to sign the deed and other documents as Trustee of the land trust that now owns the property. I do not know how I can make this any clearer."

2008.01.08 4:37am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"I have asked Stewart Title numerous times to explain how WB 201 109 (Will of H.A O'Connell) fits in with their title search on parcel 0904-01-0017. Stewart Title's latest reply was "We do not see a problem or conflict of any kind between WB201 Page 109 and the other documents in the chain of title at this time."(January 7, 2008).

H. A. O'Connell died in 1975. Does Stewart Title's title search show that Anthony M. O'Connell qualified as Trustee under the Will of H. A. O'Connell?

What happened during my April 21, 1988, sale of parcel 0902-01-0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell?

Please give me a yes or a no.

Anthony O'Connell , Trustee"

2008.01.08 5:42am (Lisa Overton to Anthony O'Connell and Steve Blizzard)
"You did not qualify individually, a co-trustee was appointed. So that's a no to you individually - Yes to you WITH A CO-TRUSTEE."

2008.01.09 7:38am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"Please, I have asked Stewart Title numerous times to explain how W 201 109 (Will of H.A O'Connell) fits in with their title search on parcel 0904-01 -001 7. Stewart Title's latest reply was "We do not see a problem or conflict of any kind

between W201 Page 109 and the other documents in the chain of title at this time."(January 7, 2008). This reply does not answer the question. This reply says Stewart Title does not see a problem at this time. Please answer the question. Please address the contents of the documents. What is it in WB201 page 109 that makes it, according to Stewart Title, part of the current legal description? On what date did Anthony M. O'Connell qualify as Co-Trustee under the will of H.A. O'Connell? What happened during my April 21, 1988, sale of parcel 0902-01-0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell? Please give me a yes or a no.
Anthony O'Connell , Trustee"

2008.01.14 10.54am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"Please, I have asked Stewart Title numerous times to explain how WB 201 109 (Will of H.A O'Connell) fits in with their title search on parcel 0904-01-0017. Stewart Title's latest reply was "We do not see a problem or conflict of any kind between WB201 Page 109 and the other documents in the chain of title at this time."(January 7, 2008).This reply says Stewart Title does not see a problem at this time. This reply does not answer the question. Please answer the question. This means that the contents of the Will of H. A. O'Connell would have to be addressed. For example, what is it in the Will of H. A. O'Connell that, according to Stewart Title, makes it part of the current legal description?
Please tell me on what date, according to Stewart Title's title search, Anthony M. O'Connell qualified as Trustee or Co-Trustee under the will of H.A. O'Connell. What happened during my April 21, 1988, sale of parcel 0902-01 -0085 when Stewart Title did the title search and was the settlement agent? Did Stewart Title say or imply that I was not qualified as Trustee under the Will of H.A. O'Connell? Please give me a yes or a no.
Anthony O'Connell , Trustee"

2008.01.24 1.15pm (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"Please tell me what you see in the Will of H. A. O'Connell (WB201 109) that would make it part of the current legal description?
Please tell me on what date Anthony M. O'Connell qualified as Trustee or Co-Trustee under the Will of H. A. O'Connell?
Anthony M. O'Connell , Trustee"

2008.01.28 4.21pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"I am Trustee for parcel 0904 01 0017. Your records show (<http://icare.fairfaxcounty.gov/Main/Home.aspx>) the Will of H. A. O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 001 7. Please tell me what you see in the Will of H. A. O'Connell that would make it part

of the current legal description.
Thank you."

2008.02.20 4:16 pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Your records still show the Will of H. A. O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 0017. Please tell me what you see in the contents of the Will of H. A. O'Connell that would make it part of the current legal description.

On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

Thank you."

2008.02.20 4:17pm (Kevin Greenlief to Anthony O'Connell)

We have answered this question on numerous occasions Mr. O'Connell. If you would like to discuss the matter further, please call Linda Mellott of my staff at 703-324-4802.

2008.02.20, 4:30 pm (Anthony O'Connell to Lisa Overton and Steve Blizzard) (Copy to Bill Lynch and Andy Somerville)

Dear Stewart Title:

1988

"Please explain what happened during my April 21, 1988, sale of parcel 0902-01 -0085 where Stewart Title did the title search and was the settlement agent?

Why does the deed say (Book7005 page 0634, underlines mine):

" ... the aforementioned Trustees hereby grant, bargain, sell and convey with *Special Warranty*, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate.. ."

" ... *whereas , Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell. Trustee: whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead*".

Who wrote this deed?

Why is the Will of H. A. O'Connell referenced (WB 201 96) for parcel 0902-01 - 0085? Did Stewart Title say or imply to my family that I was not qualified as Trustee under the Will of H.A. O'Connell? Why did Stewart Title never contact me about anything during this sale when the sales contract states that I am the point of contact for the Seller?

On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to Stewart Title's records? Please explain why the Will of H. A. O'Connell (WB201 109) is still included as part of the current legal description for parcel 0904 01 0017.

On what date did Anthony. O'Connell qualify as Trustee or Co-trustee under the Will of H A. O'Connell according to Stewart Title's records?

2008

Please explain why the Will of H. A. O'Connell (WB201) 109) is still included as part of the current legal description for parcel 0904 01 0017.

On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

Anthony M. O'Connell , Trustee for parcel 0904 01 0017"

2008.02.22 10.17pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Thank you for responding. Please send me a copy of what you are referring to. I have looked through my records and I do not see where you have answered these questions:

(1) "Your records still show the Will of H. A. O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 0017. Please tell me what you see in the contents of the Will of H. A. O'Connell that would make it part of the current legal description."

(2) "On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?"

Thank you."

2008.02.23 6:43 am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Thank you for responding.

Telephone communication does not leave a record of who said what. If there is a misunderstanding, telephone communication would leave no record to show who said what.

Why won't the Director answer these questions:

(1) Your records still show the Will of H. A. O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 0017. What do you see in the contents of the Will of H. A. O'Connell that would make it part of the current legal description?

(2) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

Thank you."

2008.02.23 12:05am (Kevin Greenlief to Anthony O'Connell)

We have answered your e-mails each time you made inquiry over the last couple of years. Since you never acknowledged our replies, but simply kept sending the same inquiry, we finally stopped responding. At this point you should call Linda Mellott of my staff to personally discuss this matter at 703-324-4802; or, provide us your telephone number and Ms. Mellott will be happy to call you.

2008.02.23 7:48 am (Linda Mellott to Anthony O'Connell)

Per your request, I have copied Mr. Greenlief's previous response to your questions below: "First, the legal description of this vacant parcel of 15 acres is "Accotink Station". The Will Book reference is simply made as a convenience to

help citizens (especially title examiners) determine the source of initial property transfer. Our listing does not affect your rights as trustee, nor does this impact the Land Records themselves. I do not understand your complaint that you "cannot properly perform your duties as Trustee until the confusions on the court records have been cleared away." There is no confusion in the court records. The chain of title as recorded in the Land Record Office speaks for itself and any title examiner or court would be able to follow the documents so recorded. The fact that we have listed the Will Book reference should have no impact on that whatsoever. Moreover, in our old computer system we had significant space constraints that limited the information we could list. Since the Will Book was the initial transfer (i.e.. the start of the chain), that is the reference we listed. As my staff has repeatedly said however, the Land Trust Agreement at DB 8307-1446 has also been listed on our records. It simply wasn't displayed in a box entitled "Legal Description."

In researching the available on-line Circuit Court documents, Anthony Miner O'Connell was qualified as co-trustee for the Estate of Harold Anthony O'Connell on June 20, 1986.

Please let us know if we may be of further assistance.

2008.02.23 1:05pm (Kevin Greenlief to Anthony O'Connell)
Please confirm receipt of Ms. Mellott's last e-mail. Thank you.

2008.02.23 8:24pm (Kevin Greenlief to Anthony O'Connell)
This is my response.

2008.02.23 6:53 pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Please, why won't the Director answer these questions?

(1) Your records still show the Will of H. A. O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 0017 What do you see in the contents of the Will of H. A. O'Connell that would make it part of the current legal description?

(2) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records? Please speak for yourself. Thank you".

2008.07.31 2:44pm (Kevin Greenlief to Anthony O'Connell) (Copy to Linda Mellott)

"My office has answered your email on numerous occasions. Since you continue to send the same question and never respond further, we are sending no further response. As I have suggested before, if you want any further communication on this matter, please call Linda Mellott of my staff at 703-324-4833. If you are concerned about a long distance call, please send Ms. Mellott your telephone number and she will call you. With all due respect, there will be no further response from our office on this matter.

Sincerely,

Kevin C. Greenlief, Director
Department of Tax Administration
Fairfax County, Virginia"

2008.02.24 5:55am (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Please, why won't the Director answer these questions?

(1) Your records still show the Will of H. A. -O'Connell (WB201 109) as part of the current legal description for parcel 0904 01 001 7. What do you see in the contents of the Will of H. A. O'Connell that would make it part of the current legal description? (

2) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records? Please speak for yourself. Thank you."

2008.03.17 6:14am Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"I don't understand why you don't answer these questions:

(1) What do you see in the contents of the Will of H. A. O'Connell that makes you keep it in the current legal description for parcel 0904 01 0017?

(2) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?"

Something is wrong. Perhaps my copy and your copy of the Will of H. A. O'Connell differ in some way. Would you please send me a copy of the Will of H. A. O'Connell that you have in your records? And highlight the part of this Will that makes you include it in the current legal description for the parcel that I am trying to sell, and highlight the part of this Will that made Ms Overton reference it in the deed for my sale of 1988, which contains the statement:

"Whereas by Deed" of Partition recorded in Deed Book 4026 at Page 454, the property was reconvened to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas , Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead." (From Book 7005 page 634)

Please ask Bill Lynch to not speak for Stewart Title.

Thank you."

2008.04.11 7:37am (Anthony O'Connell to Amy Johnson [My neice; Jean Nader's daughter]) (No copy to another)

"I love you too, and thank you. Your email is direct and pertinent. I can't tell you how important that is. I will quote your comment or question and respond to it.

(1) "...and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception."

I feel that the written word is the clearest way to try to describe something

complicated, and it leaves a reference of who said what. It minimizes confusion. If you think there is a better way than my responding by email, please tell what it is.

Would you please explain what you mean by " I just wouldn't get it from your perception"? I am aware that my credibility has been destroyed. Is that what you mean?

(2) *"..... I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila'sif it were to be sold then the profits would be of all three of you."*

This hits the nail on the head. I think others may have been led to think the same as you. Would you please tell me why you thought I was trying to get all the proceeds? Did someone tell you this?

The Seller for Accotink will be the **Trustee** for Accotink. I will sell Accotink as **Trustee** and the proceeds go to the three **Individuals**: Jean Mary O'Connell Nader, Sheila Ann O'Connell, and Anthony Miner O'Connell. The Trustee receives a value added amount. Please read the Trust documents of 1992. There will be clear accounting showing where all the money went. It is necessary to differentiate between me as **Trustee** and me as an **Individual**.

If you see a sales contract for Accotink that says the Seller includes "Anthony Miner O'Connell, Individual", that is wrong. I will not sign any sales contract for Accotink that says this. Would you believe me when I tell you that I have been framed to appear that I do want this? That is why you have to see for yourself by reading attachment example 2. Please read it and study it and think about it until you understand the dynamics. I find it extremely stressful to do this but unless you do it, you will never understand what is going on and you will never believe me. History suggests that my sisters will be led to believe that I am trying to cheat them when I sell Accotink. One way is by this **Trustee** and **Individual** business in example 2. History suggests that it will be coming up again and again and again. And there is nothing I can do to stop it except to ask you to read and understand example 2.

I will have to put a clause in the sales contract that will allow the Seller to get out of the contract without penalty or other damage if the dynamics such as the above start to interfere.

(3) *" It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that."*

This also hits the nail on the head (as my Mother would say). To determine (1) who is the source of the problems, and (2) who has the power to stop the problems, please try to read my email and attachments of April 6, 2008. It is not me.

To show why all the conflict, confusion and stress was put upon us during the handling of my Mother's estate, it is necessary to find out where all the money went. But we don't have the power to do it.

I love you Amy, Uncle Tony

Live Love Laugh but don't let them steal the money you've been entrusted to protect"

2008.04.15 1:44pm (Anthony O'Connell to Kevin Greenlief) (No copy to another)

"Court records such as Book 207 page 170 should that I qualified as Trustee or Co-Trustee under the Will of H. A. O'Connell on June 20, 1986. But Book 7005 page 634 says, on April 21, 1988, that I could not qualify as Trustee or Co-Trustee:

"Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconvened to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead. (From the deed of April 21, 1988 in Book 7005 at page 634).

Which one is true?

I am concerned that what happened on April 21, 1988, may happen again when I sell parcel 0904 01 0017. Would you please take a clear and accountable position on the following so that all concerned can rely upon it?

(1) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

(2) What do you see in the contents of the Will of H. A. O'Connell that makes you include it in the current legal description for parcel 0904 01 001 7?

Thank you."

2008.05.04 9:07am (Anthony O'Connell to Kevin Greenlief) (Copy to Jean Nader and Sheila O'Connell)

"Court records such as Book 207 page 170 show that I qualified as Trustee or Co-Trustee under the Will of H. A. O'Connell on June 20, 1986. But on April 20, 1988, I found that I had been put in a position that gave me no prudent choice but to sign a deed for my sale of parcel 0902 01 0085 that said I could not qualify as Trustee or Co-trustee. That deed says:

"Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconvened to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead". (From the deed of April 21, 1988 in Book 7005 at page 634).

Which one is true?

I am concerned that what happened at the settlement on my sale of parcel 0902 01 0085 may happen again when I sell parcel 0904 01 0017. Would you please take a clear and accountable position on the following so that all concerned can rely upon it? My family needs this. It's been a long time.

(1) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?
(2) What do you see in the contents of the Will of H. A. O'Connell that makes you include it in the current legal description for parcel 0904 01 0017?
Thank you."

2008.05.04 11:57am (Anthony O'Connell to Steve Blizzard and Lisa Overton)
(Copy to Bill Lynch and Andy Somerville)

"Please correct me if I'm wrong. Stewart Title has been doing a title search on parcel 0904 01 0017 for about two years now. The same Ms Lisa Overton that is doing this title search on parcel 0904 01 0017 is the same Ms Lisa Overton who did the title search and was the settlement agent of my sale of parcel 0902 01 0085 on April 21, 1988.

Court records such as Book 207 page 170 show that I qualified as Trustee or Co-Trustee under the Will of H. A. O'Connell on June 20, 1986. But on April 20, 1988, I found that I had been put in a position that gave me no prudent choice but to sign a deed for my sale of parcel 0902 01 0085 that said I could not qualify as Trustee or Co-trustee. That deed says:

"Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454. the property was reconvened to Harold A. O'Connell as to an undivided one-half interest and to Jean M. OConnell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead. (From the deed of April 21, 1988 in Book 7005 at page 634).

Which one is true?

Page 10 of the purchase agreement for my 1988 sale states that I am the point of contact for the Seller.

Why did Ms Overton never contact me about anything? Why did I have to drive from Missouri to Virginia the day before settlement to try to find out what was going on?

I am concerned that what happened at the settlement on my sale of parcel 0902 01 0085 will happen again when I sell parcel 0904 01 0017. Would you please take a clear and accountable position on the following so that all concerned can rely upon it?

(1) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?
(2) What do you see in the contents of the Will of H. A. O'Connell that makes you include it in the current legal description for parcel 0904 01 001 7?

Thank you.

Anthony M. O'Connell, Trustee for parcel 0904 01 0017"

2008.05.19 10:46am (Anthony O'Connell to Kevin Greenlief) (Copy to Jean Nader and Sheila O'Connell)

"I am concerned that what happened at the settlement on my sale of parcel 0902 01 0085 will happen again when I sell parcel 0904 01 0017. I don't understand why it is impossible to find out where all the money went from my sale of parcel 0902 01 0085.

Court records such as Book 207 page 170 show that I qualified as Trustee or Co-Trustee under the Will of H. A. O'Connell on June 20, 1986. But on April 20, 1988, I found that I had been put in a position that gave me no prudent choice but to sign a deed for my sale of parcel 0902 01 0085 that said I could not qualify as Trustee or Co-trustee. That deed says:

"Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconvened to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead." (From the deed of April 21, 1988 in Book 7005 at page 634).

Would you please take a clear and accountable position on the following so that all concerned can rely upon it when I sell parcel 0904 01 0017?

(1) On what date did Anthony M. O'Connell qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

(2) Is Book 207 page 170 true, or is Book 7005 page 634 true? Which one should my sisters, Sheila Ann O'Connell and Jean Mary O'Connell Nader, who have an interest in parcel 0904 01 0017, believe?

(3) What do you see in the contents of the Will of H. A. O'Connell that makes you include it in the current legal description for parcel 0904 01 0017?

Thank you."

2008.05.21 10:45 am (Anthony O'Connell to Lisa Overton and Steve Blizzard)
(Copy to Bill Lynch and Andy Somerville)

"Please correct me if I'm wrong. Stewart Title has been doing a title search on the real estate I am trying to sell, parcel 0904 01 0017, since February of 2005. The same Ms Lisa Overton that is doing this title search on parcel 0904 01 0017 is the same Ms Lisa Overton who did the title search and was the settlement agent of my sale of parcel 0902 01 0085 on April 21, 1988.

Parcel 0904 01 0017 was put into a Virginia Land Trust in 1992 with me as Trustee. All the documents creating this Virginia Land Trust (DB8307-1446, DB8845-1444, and DB8845-1449) were signed by "Anthony Miner O'Connell, Trustee under the last Will and Testament of Harold A. O'Connell" when I, as Trustee u/w of H. A. O'Connell, conveyed that portion of parcel 0904 01 0017 that was in the Testamentary Trust to the Virginia Land Trust. If it is said, as it was in the deed of 1988, that I could not qualify as Trustee under the Will of H. A. O'Connell, this conveyance would not be valid. And history suggests that others would use that to takeover.

Please take a clear and accountable position on the following so that all

concerned can rely upon it:

(1) On what date did I qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

(2) Can you think of any reason for the Will of H. A. O'Connell to be included in the current legal description for parcel 0904 01 0017 other than for it to be used as it was in 1988; to reference it in saying that I could not qualify as Trustee under the Will of H. A. O'Connell?

It is impossible to find out where all the money went from my sale of parcel 0902 01 0085. I am concerned that what happened in that sale will happen again when I sell parcel 0904 01 0017. The situations are similar. In 1988 the Will of H. A. O'Connell is referenced in the deed in saying that I could not qualify as Trustee u/w of H. A. O'Connell. In 2008 the Will of H. A. O'Connell is included as part of the legal description for parcel 0904 01 0017, and no one will say why. Please ask Bill Lynch to not speak for Stewart Title. Please take a clear and accountable position in answering the questions above so that all concerned can rely upon it, and I can sell parcel 0904 01 0017.

Thank you."

2008.07.30 (Anthony O'Connell to Lisa Overton and Steve Blizzard) (Copy to Bill Lynch and Andy Somerville)

"I believe it's been more than three years now since your client promised me that Stewart Title would provide a title search for parcel 0094 01 0017 before we signed a sales contract. Why does Stewart Title still refuse to answer a basic question such as:

(1) On what date did I qualify as Trustee or Co-trustee under the Will of H.A. O'Connell according to your records?

Thank you.

Anthony Miner O'Connell, Trustee for parcel 0904 01 001."

2008.07.31 5:22am (Anthony O'Connell to Kevin Greenlief)

"I am concerned (understatement) that what happened at the settlement on my sale of parcel 0902 01 0085 in 1988 will happen again when I sell parcel 0904 01 0017. Please answer the following so that all concerned can rely upon your answers:

(1) Why do you continue to include the 1975 Will of H A. O'Connell at Will Book 201 96 in the current legal description for parcel 0904 01 0017 when it has been superseded by the 1992 deed at Bk8307 1446?

(2) Why are you not treating the deed at Bk8307 1446 as a deed?

(3) Why are you not treating "*Anthony Miner O'Connell, Trustee*", as it says in the deed at Bk8307 1446, as the Grantee?

(4) Why are you not treating "*do hereby grant and convey to the Grantees as trustees.*" as it says in the deed at Bk8307 1446, as granting and conveying to the grantee as trustee?

(5) Why are you not treating "*TO HAVE AND TO HOLD the Property in fee simple*" as it says in the deed at Bk8307 1446, as to have and to hold the property in fee simple?

(6) Why are you not treating the transfer of ownership to the Trustee is this deed as a transfer of ownership to the Trustee? (It seems that my sisters, who have an interest in parcel 0904 01 0017, have already been led to believe that I am trying to transfer ownership to me as an individual, rather than to me as Trustee).

(7) According to your records, was I qualified or not qualified as Trustee under the last Will and Testament of Harold A. O'Connell when I signed the deed at Bk8307 1446 as "*Anthony Miner O'Connell, Trustee under the last Will and Testament of Harold A. O'Connell*" on October 16, 1992?

(8) According to your records, was I qualified or not qualified as Trustee or Co-Trustee under the last Will and Testament of Harold A. O'Connell when I signed the deed at Bk7005 0634 as "*Anthony M. O'Connell, Trustee*" on April 21, 1988?

Thank you.

Anthony M. O'Connell, Trustee for parcel 0904 01 0017"

2009.08.03 6:41am (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"Our records indicate that ANTHONY M OCONNELL TR is the current owner of parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot below displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and project activities."

["screen shot" image inserted]

The second installment real estate tax bills will be mailed by November 5, 2009 and payable by December 7, 2009.

Please contact our office at 703-222-8234 if we may be of further assistance.

Linda Mellott

Management Analyst

Real Estate Division. DTA

703-324-4833"2009.08.05 8:26am (Kevin Greenlief to Anthony O'Connell)

(Copy to Linda Mellott) "Your response is below from Linda Mellott of my staff

Sincerely,

Kevin C. Greenlief, Director

Department of Tax Administration

Fairfax County, Virginia"

(Note: I do not know what Kevin Greenlief is referring to by "Your response is below from Linda Mellott of my staff.")

2009.08.21 letter (Linda Mellott to Anthony O'Connell) (Copy to Kevin Greenlief)

"According to our records, Anthony M O'Connell TR is the current owner of

parcel 0904 01 0017. In regard to the 2009 first installment taxes for this parcel, a payment was received on May 28, 2009 for the amount of \$6,500.00. The check number was 115 drawn on an account with First & Citizen Bank. The payment was applied to the 2009 first installment taxes prior to our billing extract, so a 2009 tax bill was not generated since the 1st installment was paid in full. The screen shot enclosed displays the taxes, and payment information. The cycle 6 tax is the result of the Board of Supervisor's adopting an ordinance for Storm Tax District 1 effective July 1, 2009 for support of stormwater service operations and project activities."

The second installment real estate tax bill in the amount of \$6,418.10 will be mailed by November 5, 2009 and payable by December 7, 2009. will be mailed by November 5, 2009 and payable by December 7, 2009.

Please contact our office at 703-222-8234 if we may be of further assistance.

Sincerely,

Linda C. Mellott Management Analyst

Real Estate Division. DTA

703-324-4833

Enclosure

cc: Kevin Greenlief, Director

Department of Tax Administration"

["screen shot" image. See pdf reference]

16

Trust-documents

42p

Trust Documents

Prepared by E. A. Prichard of McQuire Woods Battle & Boothe.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith)."

Will

Will of H. A. O'Connell, in part

Trustee Not Individually Liable

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX
COUNTY, VIRGINIA June 18, 1975 Fid. 21840

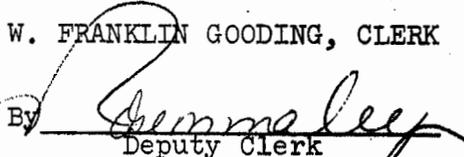
A paper writing purporting to be the Last Will and Testament of HAROLD A. O'CONNELL, dated the 11th day of April, 1974, was this day presented for probate by Jean M. O'Connell, who made oath thereto, and it appearing from the statement filed by her in connection therewith that the said HAROLD A. O'CONNELL died on the 26th day of May, 1975, and was at the time of his death a resident of the County of Fairfax, Virginia, and it further appearing that said paper writing was executed pursuant to the provisions of Sec. 64.1-87.1 of the Code of Virginia, said paper writing is admitted to probate and ordered to be recorded as and for the true Last Will and Testament of HAROLD A. O'CONNELL.

Thereupon Jean M. O'Connell, the Executor named in said will, is appointed and duly qualifies as such by taking the oath prescribed by law and entering into and acknowledging a bond in the penalty of One Hundred Fifty Thousand Dollars (no surety being required by direction of the Testator as set out in said will).

Which said bond, being duly signed, sealed, acknowledged and delivered by the obligor therein named, before me, is approved and ordered to be recorded.

Thereupon the said Executor filed with me, and subscribed and swore to the same before me, a list of the persons who would have been the heirs at law of the decedent had he died intestate, which is received and admitted to record.

Teste: W. FRANKLIN GOODING, CLERK

By 
Deputy Clerk

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX, VIRGINIA

List of the heirs at law, as required by Section 64.1-134 of the Code of Virginia, as amended, of

HAROLD A. O'CONNELL

who died testate on the 25th day of May, 1975.

The following would have been the heirs at law of the decedent had he died intestate:

NAMES OF HEIRS	AGE - YEARS	RELATIONSHIP	ADDRESS
Jean M. O'Connell	63	- wife	6541 Franconia Road Springfield, Va. 22150
Anthony M. O'Connell	33	- son	6525 Clayton Avenue St. Louis, Missouri 63139
Sheila Tierney O'Connell	35	- daughter	44 Carleton Street Portland, Maine 04102
Jean Nader O'Connell	37	- daughter	439 Spring Street New Kensington, Pa. 15061

I do solemnly swear that I have made diligent inquiry as to the names, ages and addresses of the heirs at law of the above named decedent and that I believe the above list of said heirs to be true and correct, so help me God.

Jean M O'Connell

Wife of the decedent.

Address: 6541 Franconia Road
Springfield, Va. 22150

VIRGINIA: Fairfax County, to-wit:

Subscribed and sworn to before me in my said office in the County aforesaid, this 18th day of June, 1975.

Laura D. Connell
Deputy Clerk of the Circuit Court of
the County of Fairfax, Virginia

In the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 18th day of June, 1975, this List of Heirs was received and filed and admitted to record.

Teste: W. FRANKLIN GOODING, CLERK

By: *Laura D. Connell*
Deputy Clerk

McGUIRE WOODS
BATTLE & BOOTHE

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

World Trade Center
Norfolk, VA 23510

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000

Fax: (703) 712-5050

July 2, 1991

One James Center
Richmond, VA 23219

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

41 Avenue des Arts
1040 Brussels, Belgium

EDGAR ALLEN PRICHARD
VIRGINIA AND DISTRICT
OF COLUMBIA BARS
DIRECT DIAL: (703) 712-5443

Mr. Anthony O'Connell
5641 Franconia Road
Springfield, Virginia 22150

Dear Tony:

I have looked at our file copy of your father's will and find there is nothing in the trust provisions which changes the way the sale of real estate is handled by you as Trustee. You had the power as Trustee to retain land as a part of the trust even though it yielded no income. You also had the power to sell the real estate. Upon its sale you as a fiduciary have the obligation to pay state and federal income taxes. You may pay the tax from the gross proceeds of sale. Once having paid the taxes you should reinvest the remainder of the proceeds of sale and pay the net income to your mother for life. Of course, you also have the power to distribute principal to your mother should she need it.

You will find my bill enclosed.

Sincerely yours,



E. A. Prichard

EAP:in

Enclosure

Mr. E. A. Prichard of McQuire Woods Battle & Boothe prepared the Trust documents. I don't understand why the Director of DTA does not recognize the Trust deed as a deed or the Trust agreement's "Trustee not individually liable".

**MCGUIREWOODS
BATTLE & BOOTHE**

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

3950 Chain Bridge Road
Fairfax, VA 22030

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000

Fax: (703) 712-5050

November 15, 1991

World Trade Center
Norfolk, VA 23510

One James Center
Richmond, VA 23219

137 York Street
Williamsburg, VA 23185

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Re: Land Trust Agreement for approximately 15 acres of land located
in Fairfax County, Virginia, known as Accotink

Dear Mr. O'Connell:

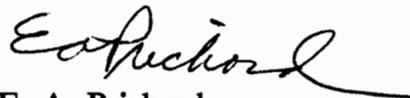
Enclosed for your review please find drafts of the following:

1. Deed in Trust Under Land Trust Agreement;
2. Power of Attorney; and
3. Land Trust Agreement.

When reviewing these documents, we would appreciate your specifically verifying that the ownership percentages set forth on page 12 of the Land Trust Agreement are accurate. Additionally, since we noticed a discrepancy between the way your sister Sheila's last name was spelled in your letter to me of October 23 and in your mother's will, we would like you to verify which spelling is accurate.

Please call me once you have had an opportunity to review the enclosed.

Sincerely yours,



E. A. Prichard

EAP/RAH/slw
Enclosures

**McGUIRE WOODS
BATTLE & BOOTHE**

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

World Trade Center
Norfolk, VA 23510

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000

Fax: (703) 712-5050

One James Center
Richmond, VA 23219

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

41 Avenue des Arts
1040 Brussels, Belgium

EDGAR ALLEN PRICHARD
VIRGINIA AND DISTRICT
OF COLUMBIA BARS
DIRECT DIAL: (703) 712-5443

July 20, 1992

Mr. Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: Land Trust Agreement

Dear Tony:

Enclosed is a revised version of the Land Trust Agreement for the Accotink property. As you suggest, I have amended the agreement to allow you, as Trustee, to sell, exchange, convey, mortgage, or assign the property without the consent of your sisters or their successors, as Beneficiaries.

You should be aware that such authority might not withstand judicial scrutiny. A court of equity could conclude that you have not acted properly in that you are the Trustee, the Attorney-in-Fact, and a Beneficiary. Courts generally uphold a broad grant of authority to the trustee of a real trust, but since this is a land trust where the power to manage and control the property typically remains with the beneficiaries and you are serving as both the trustee and the attorney-in-fact, as well as being a beneficiary, a court might allow one or both of your sisters or their successors to challenge a sale of the property.

Your authority, as Trustee, to sell the property is much less susceptible to legal challenge as long as you remain the Attorney-in-Fact, and as such give a written direction to the Trustee to sell the property.

We have found no Virginia authority to preclude granting the Trustee such broad powers, but you should understand that despite the broad grant of power to the Trustee in the Agreement, the Beneficiaries may still be allowed to contest a sale of the property.

Mr. Anthony O'Connell
July 20, 1992
Page Two

Also, I have included the compensation provisions you requested in a new paragraph 9. An additional warning should be given in relation to the amount of compensation, in that a 1/3 commission of the value added is much greater than Virginia courts generally find to be reasonable. The courts usually hold that a 5% commission on sales is reasonable compensation, with slight increases or decreases depending on the duties and efforts required of the trustee. Again, we have found no Virginia authority precluding a 1/3 commission of any realized gain in value, but if challenged, a court might reduce the percentage.

I look forward to hearing from you after you have had a chance to review these revisions.

Very truly yours,



E. A. Prichard

EAP/tjt
Enclosure (As stated)

Trustee Not Individually Liable

Prepared by E. A. Prichard of McQuire Woods Battle & Boothe

DEED IN TRUST UNDER LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16th day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

WITNESSETH:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRING FIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevapel (SEAL)
Pierre Shevapel

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

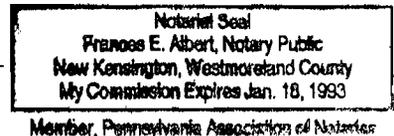
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

The foregoing instrument was acknowledged before me this
13th day of August, 1992, by Jean Mary O'Connell
Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

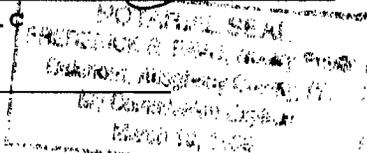


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

The foregoing instrument was acknowledged before me this
14 day of August, 1992, by Howard Nader.

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Sheila Ann O'Connell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

The foregoing instrument was acknowledged before me this 8th day of September, 1992, by Pierre Shevenell.

Juneana M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIR FAX, to wit:

The foregoing instrument was acknowledged before me this 3rd day of August, 1992, by Anthony Miner O'Connell, Trustee Under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK8307 1451

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

with plat attached

OCT 23 1992

RECORDED FAIRFAX CO VA

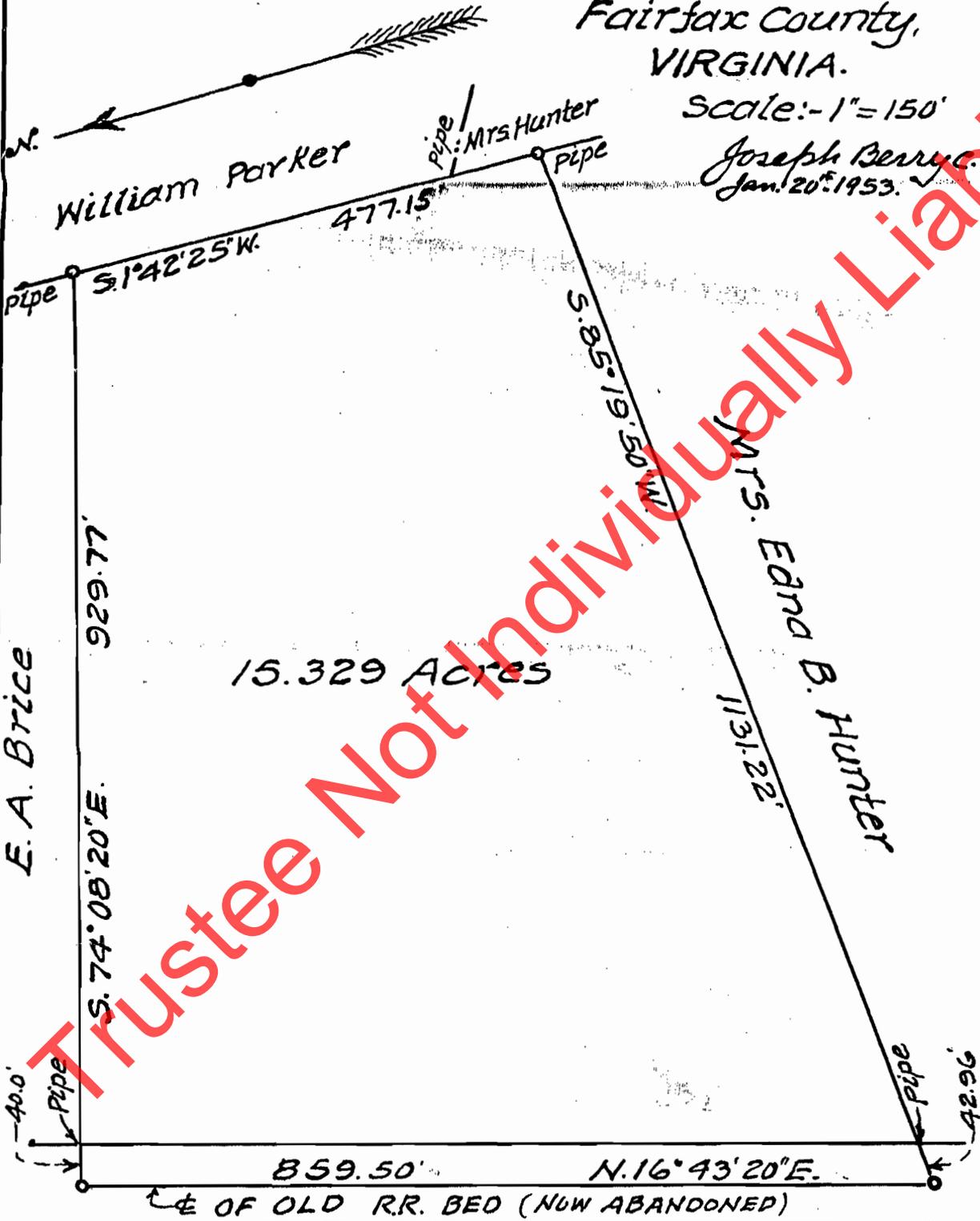
TESTE:

CLERK

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'

Joseph Berry, C.S.
Jan. 20, 1953.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.

And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell/Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1

ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK 8845 1444

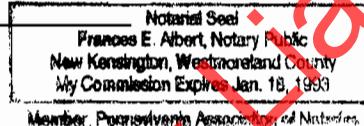
BK 8845 1445

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

8th The foregoing instrument was acknowledged before me this day of September 1992, by Sheila Ann O'Connell.

[Signature]
Notary Public

My Commission expires: September 21, 1999

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Barbara A Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Barbara A Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

BK 8845 1447

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S.74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S.1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S.85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N.16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

With plat attached

NOV 12 93

RECORDED FAIRFAX CO VA

TESTE:

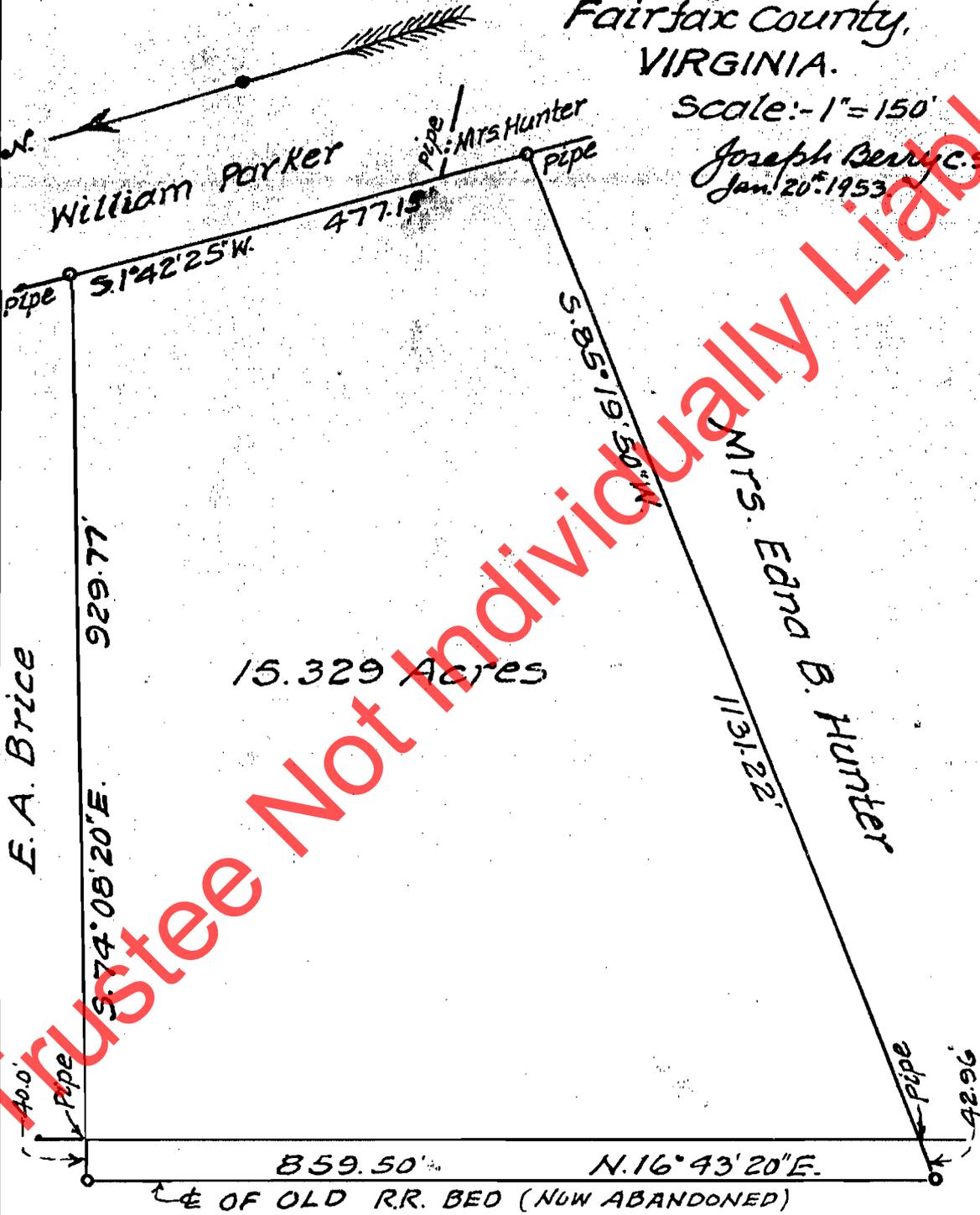
M. J. Frey
CLERK

2

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'

Joseph Berry, C.S.
Jan. 20, 1953



BK8845 1448

Trustee Not Individually Liable

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT ("Trust Agreement"), dated as of the 16th day of OCTOBER 1992, between ANTHONY MINER O'CONNELL, TRUSTEE, (collectively, "Trustee" or "Trustees"), and JEAN MARY O'CONNELL, NADER, SHEILA ANN O'CONNELL, ANTHONY MINER O'CONNELL, and ANTHONY MINER O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Beneficiary" or "Beneficiaries") provides:

RECITALS

R-1. Beneficiaries, by virtue of that certain Deed in Trust Under Land Trust Agreement recorded in Deed Book 8307 at Page 1446 among the land records of Fairfax County, Virginia, have caused title to the real property described in the attached and incorporated Exhibit A ("Property") to be conveyed to the Trustee.

R-2. Pursuant to that certain Power of Attorney dated 16th day of October, 1992, a copy of which is attached and incorporated herein as Exhibit B, the Beneficiaries designated Anthony Miner O'Connell ("O'Connell") as their true and lawful agent and attorney-in-fact to do, execute and perform all and every act or thing necessary to be done in and about the Property.

R-3. By this Trust Agreement, the Trustee will hold legal title to the Property for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

NOW, THEREFORE, for and in consideration of the premises, the foregoing recitals, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference, as if fully set forth in the text of this Trust Agreement.

2. Legal and Beneficial Title. Beneficiaries have appointed and do hereby constitute and appoint the trustee, or his survivor(s) or successor(s), as trustee for Beneficiaries to hold legal title to the Property for the benefit of beneficiaries, their successors and assigns, pursuant to the terms and conditions of this Trust Agreement. The Trustee hereby declares, acknowledges and agrees that the Trustee holds, and shall continue to hold pursuant to this Trust Agreement, the legal record title to the Property as trustee and nominee for the benefit of the beneficiaries.

3. Beneficiaries' Rights and Obligations.

3.01. The parties hereto acknowledge that this Trust Agreement evidences the ownership (and all of the burdens and benefits thereof) in the Property by the Beneficiaries; provided, however, that the interest of beneficiaries in the Property shall be deemed to be personal property, pursuant to the provisions of Section 55-17.1 Code of Virginia (1950 as amended), and shall pass or may be assigned or otherwise transferred as such. No Beneficiary

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

Not Legally Binding

BK 8815 1449

shall have any legal or equitable right, title or interest, as realty, in or to any real estate which constitutes all of any part of the Property, or the right to compel partition. The Beneficiaries shall have only the right, as personalty, hereinabove set forth. The death of a Beneficiary shall not terminate this trust or in any manner affect the powers of the Trustee. The death or resignation of O'Connell or any successor attorney-in-fact ("Attorney-in-Fact") designated by the Beneficiaries shall not terminate this trust or in any manner affect the powers of the Trustee but shall result in the designation by the Beneficiaries of a successor attorney-in-fact. Notwithstanding the foregoing, the Beneficiaries shall be the real and beneficial owners of the Property for all purposes whatsoever (including, without limitation, risk of loss, federal, state and local income taxes, estate and inheritance taxes, and real property taxes), to the same extent and with the same force and effect as if a deed to the property had been recorded in the name of the beneficiaries. Accordingly, without limiting the generality of the foregoing, from and after the effective date of this Trust Agreement, The Beneficiaries shall have the right, acting by and through their Attorney-in-Fact, to (i) use, occupy, enjoy, and control the Property, to receive the earnings, profits and proceeds from any rental, sale, financing or refinancing, or other disposition of the Property, including any proceeds from casualty or title insurance policies and any condemnation awards or proceeds, and to otherwise have and exercise all of the burdens and benefits of beneficial ownership and control of the Property; (ii) develop the Property or construct, repair, alter, remodel, demolish or replace any improvements on the Property, in such manner or form as the Attorney-in-Fact shall determine in his or her sole discretion; (iii) lease, contract to lease, grant options to lease and renew, extend, amend or otherwise modify leases on the Property, any portion or portions thereof, or any improvements located thereon, from time to time, for any rental and upon any other terms and conditions; and (iv) encumber, convey, or otherwise deal with title to the Property or any portion or portions of the Property and direct the Trustee to encumber, convey or otherwise deal with legal title to the Property, or any portion or portions of the Property, as hereinafter set forth.

3.02. Except for those obligations of Trustee referenced in paragraph 9.02, Beneficiaries, acting by and through their Attorney-in-Fact, hereby covenant and agree to (i) pay all real estate taxes and other assessments for the Property, when and as the same are due; (ii) at all times adequately insure any improvements on the Property against fire and other casualties, and maintain liability insurance in reasonable amounts with a company doing business in the Commonwealth of Virginia that is reasonably acceptable to the Trustee, all of which policies shall name the Trustee as additional insured thereunder; (iii) pay all sums falling due under any and all loans or other liens now or hereafter affecting, encumbering, relating to or arising from any contract relating to the property; (iv) pay all expenses in connection with the ownership and upkeep of, or otherwise concerning, the Property, including, without limitation, all maintenance charges, insurance

premiums, repairs, etc.; (v) pay all costs in connection with any transfer of the property, legal title thereto, or any interest therein, including any transfer and/or recordation taxes or costs in connection with any financing placed on the Property or any transfer of the Property or any interest therein; and (vi) file all income tax returns with respect to the Property and its operation and pay all taxes on the earnings and avails of the Property or growing out of the ownership thereof.

4. DUTIES of TRUSTEE; ACTIONS by Trustee.

4.01. Trustee shall perform the following duties without compensation therefor, except as is otherwise provided in paragraphs 8 and 9 of this Trust Agreement: Trustee has the authority to (i) execute all instruments which shall be necessary to protect and conserve the Property; (ii) sell, contract to sell and grant options to purchase the Property, or any portion or portions thereof and any right, title or interest therein for cash or on credit; (iii) exchange the Property, or any portion or portions thereof, for any other real property upon any terms; (iv) convey the Property, or any portion or portions thereof, by deed or other conveyance to any grantee, with or without consideration; (v) mortgage, pledge or otherwise encumber the Property, or any portion or portions thereof (including the granting of deeds of trust thereon); and (vi) release, convey or assign any other right, title or interest whatsoever, in, to or about the Property, or any portion or portions thereof. Trustee shall have the power to perform any of the above acts without the consent of the Beneficiaries or the Attorney-in-Fact. Upon written direction of all the beneficiaries or Attorney-in-Fact, Trustee shall be required to perform any of the above acts. Trustee shall not be required to inquire into the authenticity, necessity or propriety of any written direction executed and delivered to it by all of the Beneficiaries or their Attorney-in-Fact pursuant to this paragraph.

4.02. The foregoing power and authority of Trustee, as contained in paragraph 4.01 above, shall in no way limit the power of the Beneficiaries to take any and all of the same actions in their own name and stead in lieu of taking action through Trustee, to the extent permitted by the laws of the State of Virginia.

4.03. All actions by the Trustee under this Trust Agreement shall be effective only if joined in, in writing, by all parties comprising Trustee. Should a dispute or disagreement arise between the Beneficiaries in respect of this Trust Agreement or the Property, the Trustee shall be entitled, in his or her sole and absolute discretion, to seek the guidance of a court of law or equity in accordance with applicable law.

4.04. (a) If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from the date hereof, the Trustee shall promptly either convey record title to the Property to the Beneficiaries, at the cost of the Beneficiaries, or promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries, and after deducting the reasonable cost and expenses of such sale, the Trustee shall deliver the proceeds of sale either to the Attorney-in-Fact or to the Beneficiaries in accordance with the respective interests.

(b) If at any time prior to the expiration of twenty (20) years from the date hereof the assets of this trust shall consist solely of cash, the Trustee shall transfer and deliver all of such assets to either the Attorney-in-Fact or the Beneficiaries in accordance with their respective interests. Upon the completion of the action required by this paragraph, the trust and this Trust Agreement shall terminate.

4.05. Anything in this Trust Agreement to the contrary notwithstanding, the Trustee is directed to sell the Property or any portion thereof without the consent of the Beneficiaries if, at any time prior to the expiration of twenty (20) years from date hereof, the Trustee shall deem it advisable in order to protect the interests of the Beneficiaries, but no such sale may be made until after reasonable notice thereof is given to all of the Beneficiaries. After deducting the reasonable costs and expenses of such sale, the Trustee shall deliver the proceeds thereof to the Attorney-in-Fact or the Beneficiaries in accordance with the provisions of subparagraph 4.04 above.

5. Trustee Not to Exercise Rights of Ownership or Control Over Property. Trustee does hereby covenant and agree with the beneficiaries that Trustee will not, in Trustee's capacity as trustee and holder of legal record title to the Property, take any actions respecting the Property, except in accordance with the powers granted in paragraph 4.01 above or by the direction of all of the Beneficiaries or the Attorney-in-Fact. It is expressly understood and agreed between the Beneficiaries and Trustee that the manner of holding title to the Property (or any part thereof) is solely for the convenience of the Beneficiaries; accordingly, the spouse, executors, administrators, beneficiaries, distributees, successors or assigns of any party comprising Trustee or any other holder of record title to all or any portion of the Property, shall have no right, title or interest in and to any of the Property by reason of the manner in which title is held, but the entire Property shall be treated as property of the Beneficiaries, subject to the terms of this Trust Agreement. Trustee hereby assigns to the Beneficiaries the proceeds, if any, receivable by Trustee with respect to any insurance policies under which Trustee is insured with respect to Trustee's holding record title to the Property, including, without limitation, proceeds from title insurance policies.

6. Disclaimer of Partnership. This Trust Agreement shall not be deemed to be, or create or evidence, the existence of a business trust, an association in the nature of a corporation, a partnership, a joint venture or any other business entity or enterprise between the Trustee and the Beneficiaries,

7. Third Parties.

7.01. No party dealing with the Trustee in relation to the Property, or any portion or portions thereof, in any manner whatsoever and (without limiting the foregoing), no party to whom the Property, or any portion or portions thereof, or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to (i) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (ii) see that the terms of this

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of any sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.
The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

by Trustee and all of the Beneficiaries or the Attorney-in-Fact and may be revoked or terminated by written notice from all of the Beneficiaries or the Attorney-in-Fact to Trustee. Trustee shall, upon the direction of all the Beneficiaries or the Attorney-in-Fact and at the sole cost of the Beneficiaries, execute any and all amendments hereto or modifications hereof, provided that the same preserve the provisions of paragraphs 8 and 9 hereof unless otherwise agreed in writing by all of the Beneficiaries or the Attorney-in-Fact and Trustee. Notwithstanding the foregoing, the Trustee shall have the right to resign as trustee upon thirty (30) days written notice if any of the Beneficiaries shall fail in any material respect to perform any of their obligations under this Trust Agreement running to the benefit of Trustee, without any further liability or obligation of Trustee under this Trust Agreement, such resignation to be effective upon the date specified in such notice unless the Beneficiaries shall substitute a new trustee or trustees prior to such effective date pursuant to the provisions of paragraph 12 of this Trust Agreement. The resigning Trustee shall not be required or obligated to take any action under this Trust Agreement or with respect to the Property from and after the date any such notice of resignation is given, except to convey the property to a successor trustee if so requested. In the event all trustees then serving under this Trust Agreement resign and no substitute trustees are appointed by the Beneficiaries prior to the date such resignation is effective, then the trustee may convey record title to the Property to the Beneficiaries in accordance with their respective interests, at the Beneficiaries' cost, or, at Trustee's option, file a suit for appropriate relief in a court of competent jurisdiction.

11. Governing Law. This Trust Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. Recordation; Copies of Trust Agreement. The Beneficiaries shall have the right, at their expense and without cost to Trustee, to have this Trust Agreement, or a memorandum hereof, recorded among the land records of Fairfax County, Virginia. Copies of this Trust Agreement or any amendment hereto or modification hereof, certified by Trustee or all of the Beneficiaries or their Attorney-in-Fact to be true and correct, shall be satisfactory evidence thereof for all purposes.

13. Substitution of Trustees. All of the Beneficiaries in agreement or the Attorney-in-Fact shall have the absolute right, at any time and for any reason, with or without cause, to remove the Trustee, or any of them, and to appoint a substitute trustee or trustees hereunder, or upon the resignation, death, incapacity, disability or absence of the Trustee, or any of them, to appoint a successor trustee or trustees hereunder, which appointed successor or substitute trustee or trustees shall be conferred with all the rights and charged with all the duties that are conferred or charged upon the Trustee originally named herein, and Trustee covenants to promptly execute, acknowledge and deliver to the Beneficiaries a deed conveying record title to the Property to the successor trustee(s) and any and all documents in connection therewith. Said power of substitution or removal may be exercised

at any time or from time to time, with or without cause, and one or more exercises thereof shall not be deemed to exhaust said power.

14. Successors. The provisions of this Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Land Trust Agreement under seal as of the day and year first above written.

TRUSTEE:

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Percentage Interest
In The Trust

17.96687%

17.96687%

17.96687%

46.0994%

BENEFICIARIES:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila A O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament
of Harold A. O'Connell

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd day of August 1992, The foregoing instrument was acknowledged before me this
Trustee, by Anthony Miner O'Connell,

Baldina A Antonucci
Notary Public

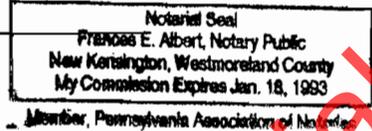
My Commission expires: 7-31-94

STATE OF _____
COUNTY OF _____, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

16th The foregoing instrument was acknowledged before me this day of October 1992, by Sheila Ann O'Connell.

Pearl R. Mahany
Notary Public

My Commission expires: UNCOMMISSION EXPIRES OCTOBER 15, 1997

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Ballara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Ballara A. Antonucci
Notary Public

My Commission expires: 7-31-94

BK 8845 1458

Exhibit A

BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

Trustee Not Individually Liable

BK 8845 1459

JOSEPH BERRY

VIENNA, VIRGINIA

CIVIL ENGINEER

COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74°08'20"E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1°42'25"W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85°19'50"W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16°43'20"E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.

And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

8th The foregoing instrument was acknowledged before me this day of September 1992, by Sheila Ann O'Connell.

[Signature]
Notary Public

My Commission expires: September 21, 1999

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

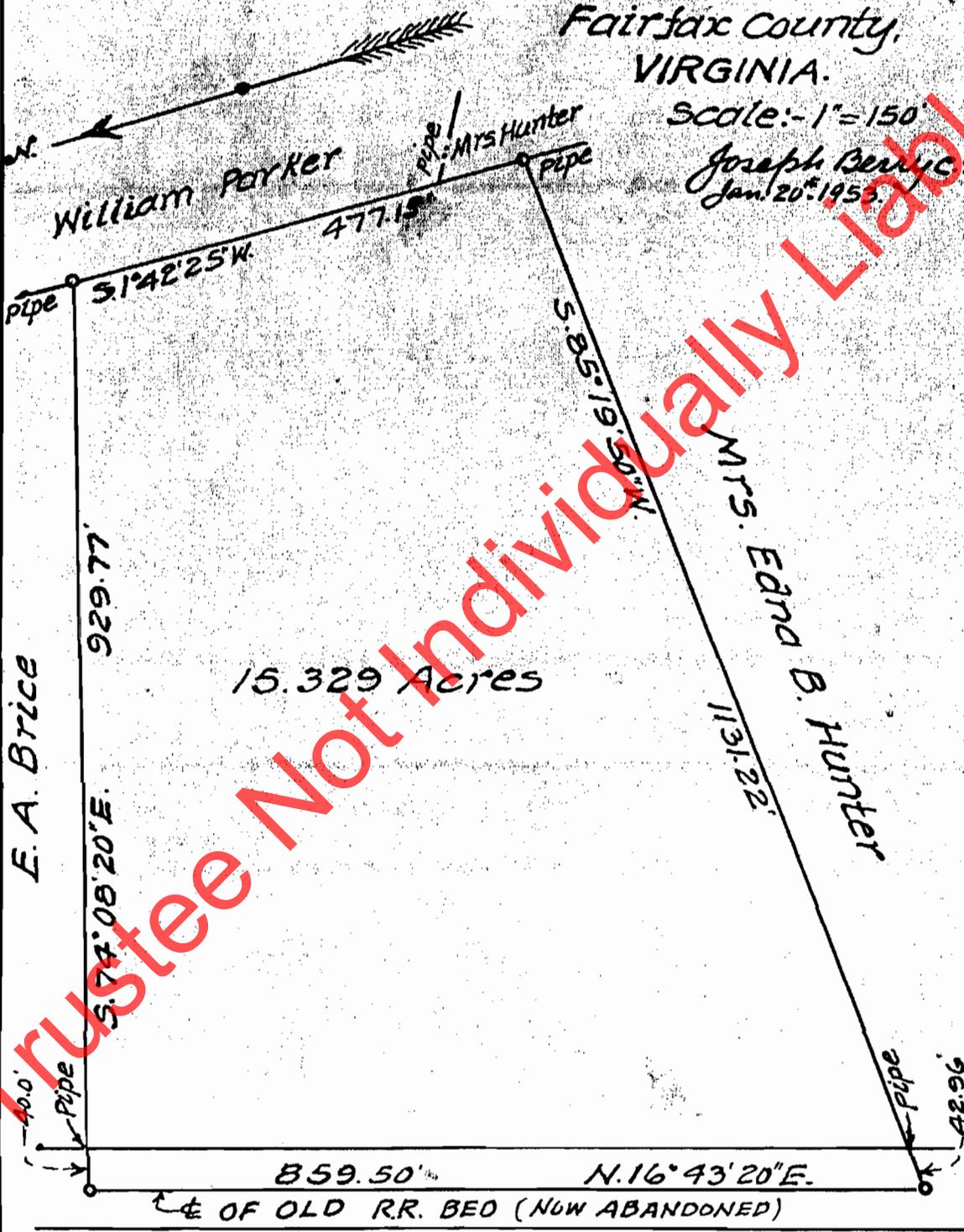
With plat attached NOV 12 93
RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

Trustee Not Individually Available

BK 8845 1462

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'
Joseph Dennis
Jan 20, 1953



Trustee Not Individually Liable

McGUIRE WOODS
BATTLE & BOOTHE

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

World Trade Center
Norfolk, VA 23510

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000

Fax: (703) 712-5050

One James Center
Richmond, VA 23219

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

41 Avenue des Arts
1040 Brussels, Belgium

EDGAR ALLEN PRICHARD
VIRGINIA AND DISTRICT
OF COLUMBIA BARS
DIRECT DIAL: (703) 712-5443

February 11, 1993

Mr. Anthony O'Connell
6541 Franconia Road
Springfield, Virginia, 22150

Dear Tony:

You spoke with Tim Dimos on the telephone so you know his advice: that insofar as transfer of title is concerned the Virginia Land Trust Agreement which was signed by your sisters and yourself operates to transfer title to you as Trustee. Tim believes, however, that you will need a receipt to show the Commissioner of Accounts in order to close out the trust created by your father. I have prepared such a receipt and enclose two copies. Bearing in mind that you would prefer not to have to ask your sisters to sign anything else I have made it an assignment and receipt calling for your signatures only. Attach to it a copy of the recorded land trust agreement and I believe it should satisfy the Commissioner of Accounts. If it does not the worst that will result is that we will have to add the signatures of your two sisters. I will keep the receipt in my computer so that if the other two signatures are required I can add them and print a new receipt.

If Jesse Wilson has a question about the receipt you may tell him that you will have me call him and explain my thinking.

Sincerely yours,



E. A. Prichard

EAP

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 11TH day of ~~February~~ MARCH, 1993.

Jean Mary O'Connell Nader SEAL *Nader*
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony M. O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold A. O'Connell

Anthony Miner O'Connell SEAL *Trustee*
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1

ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

Trustee Not Individually Liable

ASSIGNMENT AND RECEIPT

I, Anthony Miner O'Connell, Trustee under the last will and testament of Harold A. O'Connell, of Fairfax County, Virginia, do hereby assign, set over, and transfer unto Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, and recorded in Deed Book 8307 at Page 1446 of the Land Records of Fairfax County, Virginia, attached hereto and made a part hereof, a 46.0994% interest in a certain tract or parcel of land containing, be the same more or less, 15.0 acres of ground, located in Fairfax County, Virginia, more particularly described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT.

I, Anthony Miner O'Connell, Trustee under a DEED IN TRUST UNDER LAND TRUST AGREEMENT dated October 16, 1992, recorded as aforesaid in Deed Book 8307 at Page 1446 hereby acknowledge receipt of a 46.0994% interest in the certain tract or parcel of land containing 15.0 acres of land, more or less, described in Exhibit A attached to the said DEED IN TRUST UNDER LAND TRUST AGREEMENT attached hereto, which I agree to hold in trust for Jean Mary O'Connell Nader, Sheila Ann O'Connell and myself, Anthony Miner O'Connell.

Witness the following signatures and seals the 15th day of January, 2001

Jean Mary O'Connell SEAL Nader
Jean Mary O'Connell Nader

Sheila Ann O'Connell SEAL
Sheila Ann O'Connell

Anthony Miner O'Connell SEAL
Anthony Miner O'Connell

Anthony Miner O'Connell SEAL Trustee
Anthony Miner O'Connell,
Trustee under the last will
and testament of Harold Anthony O'Connell

Anthony Miner O'Connell SEAL Trustee
Anthony Miner O'Connell,
Trustee under DEED IN TRUST UNDER
LAND TRUST AGREEMENT recorded in Deed Book
8307 at page 1446

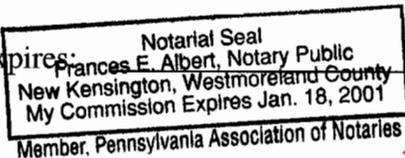
Trustee Not Individually Liable

State of Pennsylvania
County of Westmoreland, to wit:

The foregoing instrument was acknowledged before me this 15th day of January 2001, by Jean Mary O'Connell Nader.

Frances E. Albert
Notary Public

My commission expires:



State of Maine
County of Cumberland, to wit:

The foregoing instrument was acknowledged before me this 24th day of July 2001, by Sheila Ann O'Connell.

Ruth E. Martin
Notary Public

My commission expires:

RUTH E. MARTIN
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 3, 2005

State of Virginia
City Harrisonburg County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000 by Anthony Miner O'Connell.

Angela H. Maats
Notary Public

My commission expires:

May 31, 2002

City State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under the last will and testament of Harold Anthony O'Connell.

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

State of Virginia
County of Harrisonburg, to wit:

The foregoing instrument was acknowledged before me this 29th day of December 2000, by Anthony Miner O'Connell, Trustee under DEED IN TRUST UNDER LAND TRUST AGREEMENT recorded in Deed Book 803 at page 1446

Angela H. Maats
Notary Public

My commission expires: May 31, 2002

Trustee Not Individually Liable

E. A. Prichard

McQuire Woods Battle & Boothe

Trustee Not Individually Liable

HOUSE JOINT RESOLUTION NO. 886

On the death of Edgar Allen Prichard.

Agreed to by the House of Delegates, February 21, 2001

Agreed to by the Senate, February 23, 2001

WHEREAS, Edgar Allen Prichard, a former mayor of the City of Fairfax and a prime mover in the development of Fairfax County over the past half-century, died on August 15, 2000; and

WHEREAS, a native of Montana, Edgar Prichard enlisted in the United States Army during World War II and served in North Africa as one of the first trained operatives of Colonel Bill Donovan's Office of Strategic Services, the forerunner of the CIA; and

WHEREAS, after the war, Edgar Prichard earned his law degree from the University of Virginia, settled in the City of Fairfax, and began a career with a small law firm that ultimately merged with the prominent Richmond firm of McGuire, Woods, Battle & Boothe; and

WHEREAS, Edgar Prichard served on the Fairfax City Council from 1953 to 1964 and as mayor of the city from 1964 to 1968; and

WHEREAS, as mayor, Edgar Prichard hired the city's first planning director, acquired the city's first two public parks, and shaped a compact by which Fairfax County retained office and court space in the city and operated the city's public schools; and

WHEREAS, Edgar Prichard was influential in the establishment and growth of George Mason University on the edge of the City of Fairfax, helping to overcome opposition to the University's growth and serving as rector of the George Mason University Board of Visitors from 1988 to 1991; and

WHEREAS, in 1963 Edgar Prichard was one of the two attorneys for the plaintiffs in the landmark *Davis v. Mann* Supreme Court case, in which Northern Virginia secured increased representation in the General Assembly under the principle of "one-man, one-vote"; and

WHEREAS, during his professional life, Edgar Prichard played a major role in the explosive growth of Northern Virginia, and there are few aspects of modern life in the area—political, economic, legal or educational—that were not strongly influenced by his actions; now, therefore, be it

RESOLVED by the House of Delegates, the Senate concurring, That the General Assembly note with great sadness the passing of an exceptional Northern Virginia community leader, Edgar Allen Prichard; and, be it

RESOLVED FURTHER, That the Clerk of the House of Delegates prepare a copy of this resolution for presentation to the family of Edgar Allen Prichard as an expression of the high regard in which his memory is held by the members of the General Assembly.

Prepared By: Sarah E. Hall
Blankingship & Keith, P.C.
4020 University Dr., #300
Fairfax, VA 22030
703-691-1235

Corrected name
of preparer

TM 90-4 ((1)) 17

REVOCATION OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a beneficial owner of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached incorporated Exhibit A ("Property"), executed a Power of Attorney dated October 16, 1992 with other beneficial owners of the Property which appointed Anthony Miner O'Connell agent and attorney-in-fact with regard to the Property. The Power of Attorney was recorded on November 12, 1993 in Deed Book 8845, page 1444 among the land records of Fairfax County, Virginia ("Land Records").

The undersigned hereby revokes the above referenced Power of Attorney and all power and authorization given by the undersigned to Anthony Miner O'Connell thereunder.

In accordance with the terms and conditions of the Power of Attorney, upon the recordation of this Revocation among the Land Records, no person, firm or corporation may rely on the Power of Attorney with respect to the interest of the undersigned in the Property.

WITNESS the following signature and seal:

Jean Mary O'Connell (Seal) Nader
Jean Mary O'Connell Nader

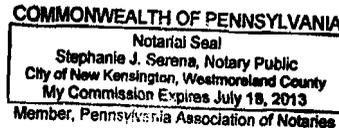
STATE OF PA
CITY/COUNTY OF Westmoreland to wit:

The foregoing instrument was acknowledged before me this 25th day of May, 2012 by Jean Mary O'Connell Nader.

Stephanie J. Serena
Notary Public

Notary Registration No. 1145074

My commission expires: 7-18-13



Grantor: NADER, JEAN MARY
Date/Time: 05/30/2012 11:09:09
Book/Page: 22335/0226
Recorded in FAIRFAX CIRCUIT COURT

Grantee: O'CONNELL, ANTHO
Instrument: 2012024647.001
of Pages: 2

TESTE: JOHN T. FREY

John T. Frey

2

17

Unknown 14p

Expose Bk467p191

Unknown

History suggests that the grantor “ANTHONY MINER O’CONNELL, Trustee Under the Last Will and Testament of Harold A. O’Connell” in the 1992 deed for Accotink, would not be recognized when it comes to the settlement of a sale of Accotink. A justification for this history remains unknown.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O’Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O’Connell to deny such facts** in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”

1985 Fix

Whatever was fixed remains unknown

Bond fee - Lawyer fee as
bond pd when sold.
nominal amt now.

Clerk 691-2224

710 d

691-4193 - give

fiduciary no: 21840

Procedure

(Come in - surety bond -)

(to reschedule with)

Fatty Meato.

1986 Surprise

Whatever is behind this remains unknown

LAW OFFICES

MACKALL, MACKALL, WALKER & SILVER

A PROFESSIONAL CORPORATION

4031 CHAIN BRIDGE ROAD

FAIRFAX, VIRGINIA

22030

TELEPHONES
(703) 273-0320
(703) 273-0321

HENRY C. MACKALL
DOUGLASS S. MACKALL, III
DOUGLAS D. WALKER
GLENN H. SILVER
NANCY E. GIBB
—
AMY E. BLANCHARD

May 8, 1986

Mr. Anthony M. O'Connell
2337 South 13th Street
St. Louis, Missouri 63104

Herbert A. Higham, Esquire
6208 Higham Drive
Alexandria, Virginia 22310

Dear Mr. O'Connell and Mr. Higham:

Enclosed please find a copy of my letter to Mr. White together with copy of a proposed Petition and Order in connection with the bond problem we ran into when you attempted to qualify. I have discussed this with Mr. White and expect no problem getting it entered. If either of you have any objections to anything in either of these documents please let me know.

Sincerely,



Henry C. Mackall

HCM/jkw
Enclosures

1988 Surprise

Whatever is behind this remains unknown.

DEED OF BARGAIN AND SALE

THIS DEED, made this 21st day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W. 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A./O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

BK7005 0634

PC BOX 607
Springfield, VA 22150

COLUMBIA BANKIER SETTLEMENT & TITLE SERVICES, INC.
8551 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102

This conveyance is made subject to all recorded conditions, restrictions and easements affecting the property hereby conveyed.

The Trustee Grantors covenant that they have the right to convey such lands to the Grantee; that they have done no act to encumber such lands. Jean Miner O'Connell covenants that she has the right to convey such lands to the Grantee; that she has done no act to encumber such lands; that the Grantee shall have quiet possession of such lands free from all encumbrances; and that she will execute such further assurances of such lands as may be requisite.

WITNESS the following signatures and seals:

Jean Miner O'Connell (SEAL)
JEAN MINER O'CONNELL

Anthony M. O'Connell (SEAL)
ANTHONY M. O'CONNELL, TRUSTEE

Herbert A. Higham (SEAL)
HERBERT A. HIGHAM, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Jean Miner O'Connell, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

David H. Quarter
Notary Public

My Commission Expires: 10 15 91

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Herbert A. Higham, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

STATE OF VIRGINIA
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Anthony M. O'Connell, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

TESTE: [Signature]
CLERK

A COPY TESTE:
JOHN T. FREY, CLERK

By: [Signature]
Deputy Clerk

1992 Deed

DEED IN TRUST UNDER
LAND TRUST AGREEMENT

THIS DEED IN TRUST UNDER LAND TRUST AGREEMENT, made this 16^{JH} day of OCTOBER, 1992 by and between JEAN MARY O'CONNELL/NADER and HOWARD/NADER, husband and wife, SHEILA ANN/O'CONNELL and PIERRE/SHEVENELL, husband and wife, ANTHONY MINER/O'CONNELL, divorced and not remarried, and ANTHONY MINER/O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Grantors"); and ANTHONY MINER/O'CONNELL, Trustee, of Fairfax County, Virginia (hereinafter sometimes collectively referred to as "Trustees" or "Grantees"):

W I T N E S S E T H:

That Grantors for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey to the Grantees as trustees the hereinafter described parcel of real estate, situate and being in Fairfax County, Virginia, and being more particularly described on the attached and incorporated EXHIBIT A ("Property").

TO HAVE AND TO HOLD the Property in fee simple, with the appurtenances thereunto belonging, upon the trusts and for the uses and purposes set forth herein and in that certain Land Trust Agreement dated as of 16th day of OCTOBER 1992, which is incorporated herein by this reference.

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as trustee, of the legal title to said property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with said property, or in otherwise acting as such trustee, except only so far as said Trust Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary hereunder and under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This deed is governed by and is to be read and construed with reference to Section 55-17.1, Code of Virginia (1950 as amended) and now in force.

Except as hereinafter noted, the Grantors covenant that they have the right to convey the Property to the Trustee, that Grantors have done no act to encumber the Property, that the Trustees shall have quiet possession of the Property, free from all encumbrances, and that Grantors will execute such further assurances of the Property as may be requisite.

Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' augmented estate pursuant to Code of Virginia, Section 64.1-13, et seq., as amended, and give no covenant or warranty of title to the property hereby conveyed.

WITNESS the following signatures and seals:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Howard Nader (SEAL)
Howard Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Pierre Shevanel (SEAL)
Pierre Shevanel

Anthony Miner O'Connell (SEAL)
~~Anthony Miner O'Connell~~

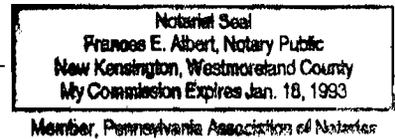
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

The foregoing instrument was acknowledged before me this
13th day of August, 1992, by Jean Mary O'Connell
Nader.

Francis E. Albert
Notary Public

My Commission expires: _____

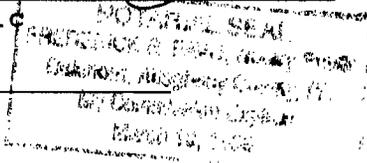


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

The foregoing instrument was acknowledged before me this
14 day of August, 1992, by Howard Nader.

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



18

Use IRS 15p

Expose Bk467p191

Using IRS

Using the IRS to make money disappear.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Why does Judge Smith not recognize my responses to the Complaint? Why is it OK?
“1. The material facts set forth in the Complaint filed by Plaintiff in this action are
deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct.
Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny
such facts** in the responsive pleading filed by him, entitled "Response to Summons
Served on September 8, 2012." . . .
ENTERED this 25th day of January, 2013. (Seal of Chief Judge Dennis J. Smith).”



Missing

\$70,051

June 11, 1992

There are two versions of the extension request (IRS Form 4768) and two version of the estate tax return (IRS Form 760) with the same dates but for different amounts. One version says \$175,000 was paid to the IRS on June 11, 1992, and one version says i\$119,000 was paid to the IRS on June 11, 1992. There should only be one version. The \$70,051 over payment reported on the \$175,000 version disappears from the accounting.

Can we expose the accounting trail of the \$70.051?

**Delay
Covers
\$70,051**

“Delay” for appraisal, gifts and debts

\$175,000
Version

**Application for Extension of Time To File a Return
 and/or Pay U.S. Estate (and Generation-Skipping
 Transfer) Taxes**

OMB No. 1545-0181
 Expires 7-31-93

(For filers of Forms 706, 706-A, and 706NA)

Note: Use Form 2758 to request an extension for Forms 706GS(D) and 706GS(T).

Part I Identification

Decedent's first name and middle initial Jean M.	Decedent's last name O'Connell	Date of death Sept. 15, 1991
Name of application filer Edward J. White and Jean M. Nader, Co-Executors		Decedent's social security number 230 50 6044
Address of application filer (Number and street) 118 South Royal St.		Estate tax return due date June 15, 1992
City, state, and ZIP code Alexandria, Va. 22314		

Part II Extension of Time To File (Sec. 6081)

You must attach your written statement to explain in detail why it is impossible or impractical to file a reasonably complete return within 9 months after the date of the decedent's death

Extension date requested Sept. 15, 1992

Part III Extension of Time To Pay (Sec. 6161)

You must attach your written statement to explain in detail why it is impossible or impractical to pay the full amount of the estate (or GST) tax by the return due date. If the taxes cannot be determined because the size of the gross estate is unascertainable, check here and enter ".0." or other appropriate amount on Part IV, line 3. You must attach an explanation

Extension date requested

Part IV Payment To Accompany Extension Request

1 Amount of estate and GST taxes estimated to be due.	1	175,000	
2 Amount of cash shortage (complete Part III)	2		
3 Balance due (subtract line 2 from line 1) (Pay with this application.)	3	175,000	

Signature and Verification

If filed by executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct.

Edward J. White
 Executor's signature
EDWARD J. WHITE
 Title **Co-Executors** Date **June 11, 1992**

If filed by someone other than the executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct, that I am authorized by the executor to file this application, and that I am (check box(es) that applies):

- A member in good standing of the bar of the highest court of (specify jurisdiction) ▶
- A certified public accountant duly qualified to practice in (specify jurisdiction) ▶
- A person enrolled to practice before the Internal Revenue Service
- A duly authorized agent holding a power of attorney. (The power of attorney need not be submitted unless requested.)

Filer's signature (other than the executor)

Date

Part V Notice to Applicant—To be completed by Internal Revenue Service

<p>1 The application for extension of time to file (Part II) is:</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Not approved because</p> <p><input type="checkbox"/> Other</p>	<p>2 The application for extension of time to pay (Part III) is:</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Not approved because</p> <p><input type="checkbox"/> Other</p>
--	--

Internal Revenue Service official	Date	Internal Revenue Service official	Date
-----------------------------------	------	-----------------------------------	------

ESTATE OF JEAN M. O'CONNELL

PART II EXTENSION OF TIME TO FILE The original due date was June 15, 1992

1. The decedent was a part owner of a tract of ground the value of which is to be determined by an appraisal in progress. The enclosed payment is based on the maximum value for the property and will be changed.

2. The estate does not at this date possess full data for certain gifts and debts of the estate and other needed information.

The trustee will be made to appear responsible for the appraisal, gifts, and debts. Innocent Jean Nader will be used to carry out the accountant's instructions to the trustee for the appraisal and for the gift of the car.

**United States Estate (and Generation-Skipping Transfer)
Tax Return**

Estate of a citizen or resident of the United States (see separate instructions). To be filed for decedents dying after December 31, 1989, and before January 1, 1993.
For Paperwork Reduction Act Notice, see page 1 of the instructions.

Part 1—Decedent and Executor.	1a Decedent's first name and middle initial (and maiden name, if any)	1b Decedent's last name	2 Decedent's social security no.	
	Jean M.	O'Connell	230 : 50:6044	
	3a Domicile at time of death (county and state)	3b Year domicile established	4 Date of birth	5 Date of death
	Fairfax County, Virginia	pre 1960	2/1/12	9/15/91
	6a Name of executor (see instructions)	6b Executor's address (number and street including apartment number or rural route; city, town, or post office; state; and ZIP code)		
	Edward J. White Co-Executor	118 South Royal St. Alexandria, Va. 22314		
	6c Executor's social security number (see instructions)	7a Name and location of court where will was probated or estate administered		
	408 : 64 : 1559	Circuit Court Fairfax Co., Va.		
	7b Case number		9 If Form 4768 is attached, check here <input checked="" type="checkbox"/>	
	49160		8 If decedent died testate, check here <input checked="" type="checkbox"/> and attach a certified copy of the will.	
10 If Schedule R-1 is attached, check here <input type="checkbox"/>				

Part 2—Tax Computation				
1	Total gross estate (from Part 5, Recapitulation, page 3, item 10)	1	1,041,017	55
2	Total allowable deductions (from Part 5, Recapitulation, page 3, item 20)	2	108,803	52
3	Taxable estate (subtract line 2 from line 1)	3	932,214	03
4	Adjusted taxable gifts (total taxable gifts (within the meaning of section 2503) made by the decedent after December 31, 1976, other than gifts that are includible in decedent's gross estate (section 2001(b)))	4	42,600	00
5	Add lines 3 and 4	5	974,814	03
6	Tentative tax on the amount on line 5 from Table A in the instructions	6	335,977	47
7a	If line 5 exceeds \$10,000,000, enter the lesser of line 5 or \$21,040,000. If line 5 is \$10,000,000 or less, skip lines 7a and 7b and enter zero on line 7c	7a		
b	Subtract \$10,000,000 from line 7a	7b		
c	Enter 5% (.05) of line 7b	7c		
8	Total tentative tax (add lines 6 and 7c)	8	335,977	47
9	Total gift tax payable with respect to gifts made by the decedent after December 31, 1976. Include gift taxes paid by the decedent's spouse for such spouse's share of split gifts (section 2513) only if the decedent was the donor of these gifts and they are includible in the decedent's gross estate (see instructions).	9	8,824	00
10	Gross estate tax (subtract line 9 from line 8)	10	327,153	47
11	Unified credit against estate tax from Table B in the instructions.	11	192,800	
12	Adjustment to unified credit. (This adjustment may not exceed \$6,000. See instructions.)	12		
13	Allowable unified credit (subtract line 12 from line 11)	13	192,800	00
14	Subtract line 13 from line 10 (but do not enter less than zero)	14	134,353	47
15	Credit for state death taxes. Do not enter more than line 14. Compute credit by using amount on line 3 less \$60,000. See Table C in the instructions and attach credit evidence (see instructions)	15	29,403	99
16	Subtract line 15 from line 14	16	104,949	99
17	Credit for Federal gift taxes on pre-1977 gifts (section 2012)(attach computation)	17		
18	Credit for foreign death taxes (from Schedule(s) P). (Attach Form(s) 706CE)	18		
19	Credit for tax on prior transfers (from Schedule Q)	19		
20	Total (add lines 17, 18, and 19)	20		
21	Net estate tax (subtract line 20 from line 16)	21	104,949	99
22	Generation-skipping transfer taxes (from Schedule R, Part 2, line 10)	22		
23	Section 4980A increased estate tax (from Schedule S, Part I, line 17) (see instructions)	23		
24	Total transfer taxes (add lines 21, 22, and 23)	24		
25	Prior payments. Explain in an attached statement	25	175,000	00
26	United States Treasury bonds redeemed in payment of estate tax	26		
27	Total (add lines 25 and 26)	27	175,000	00
28	Balance due (or overpayment) (subtract line 27 from line 24)	28	(70,050)	51

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer other than the executor is based on all information of which preparer has any knowledge.

Signature(s) of executor(s) Jean M. O'Connell, Co-Executor Date 9/2/92
Jean M. O'Connell Date 9-8-92

Signature of preparer other than executor _____ Address (and ZIP code) _____ Date _____

\$1 19,000
Version

Application for Extension of Time To File a Return and/or Pay U.S. Estate (and Generation-Skipping Transfer) Taxes

OMB No. 1545-0181 Expires 7-31-93

Rev. August 1990

Department of the Treasury Internal Revenue Service

(For filers of Forms 706, 706-A, and 706NA)

Note: Use Form 2758 to request an extension for Forms 706GS(D) and 706GS(T).

Part I Identification

Decedent's first name and middle initial: Jean M. Decedent's last name: O'Connell Date of death: Sept. 15, 1991 Name of application filer: Edward J. White and Jean M. Nader, Co-Executors Decedent's social security number: 230 50 6044 Address of application filer: 118 South Royal St. Estate tax return due date: June 15, 1992 City, state, and ZIP code: Alexandria, Va. 22314

Part II Extension of Time To File (Sec. 6081)

You must attach your written statement to explain in detail why it is impossible or impractical to file a reasonably complete return within 9 months after the date of the decedent's death. Extension date requested: Sept. 15, 1992

Part III Extension of Time To Pay (Sec. 6161)

You must attach your written statement to explain in detail why it is impossible or impractical to pay the full amount of the estate (or GST) tax by the return due date. Extension date requested: [blank]

Part IV Payment To Accompany Extension Request

Table with 3 rows: 1. Amount of estate and GST taxes estimated to be due: 119,000 2. Amount of cash shortage (complete Part III): [blank] 3. Balance due (subtract line 2 from line 1) (Pay with this application.): 119,000

Signature and Verification

If filed by executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct. Signature: Edward J. White, Jean M. Nader. Title: Co-Executors. Date: June 11, 1992

If filed by someone other than the executor—Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements made herein and attached are true and correct, that I am authorized by the executor to file this application, and that I am (check box(es) that applies):

- A member in good standing of the bar of the highest court of (specify jurisdiction)
A certified public accountant duly qualified to practice in (specify jurisdiction)
A person enrolled to practice before the Internal Revenue Service.
A duly authorized agent holding a power of attorney. (The power of attorney need not be submitted unless requested.)

Filer's signature (other than the executor)

Date

Part V Notice to Applicant—To be completed by Internal Revenue Service

1. The application for extension of time to file (Part II) is: [] Approved [] Not approved because [] Other
2. The application for extension of time to pay (Part III) is: [] Approved [] Not approved because [] Other

Internal Revenue Service official Date Internal Revenue Service official Date

DISBURSEMENTS

Item	Ckno	
1 Colonial Emerg Phys (med bill)	1	10.40 ✓
VOID	2	
2 Fairfax Circ Ct. letters	3	14.00 ✓
3 Jean M. Nader probate tax reimb	4	1,269.00 ✓
4 NationsBank Car loan payoff	5	1,364.97 ✓
5 Checks		15.89 ✓
6 Jean Nader int on Hallmark acct while dep in estate acct	7	270.82 ¹ ✓
7 Commissioner of accounts Inventory	8	61.00 ✓
8 IRS 1991 1040 return	9	15,332.00 ✓
9 Va. Dept Tax 1991 return	10	2,856.00 ✓
10 Jean M. Nader, disb	11	75,000.00 ✓
11 Jean M. Nader, bills pd SHE IS OWED 30 ^{cents}	12	8,559.00 ✓
12 Sheila Ann O'Connell-Shevenell, disb	13	75,000.00 ✓
13 Sheila Ann O'Connell-Shevenell, cem bill	14	475.00 ✓
14 Anthony M. O'Connell, disb	15	75,000.00 ✓
15 Anthony M. O'Connell int/disb 4/22-5/20	16	230.14 ² ✓
16 A. G. Edwards legal charge (debit fm div)		40.00 ✓
17 IRS estimated Estate Tax	17	119,000.00 ³ ✓
18 Virginia estimated Estate Tax	18	31,000.00 ⁴ ✓
19 IRS 1991 income tax	19	28,334.00 ✓
20 Va Dept Tax 1991 amended return	21	5,712.00 ✓
21 National Fire Ins Co of Hartford Nuveen bond	22	169.26 ⁴ ✓
22 U. S. Trust processing fee	23	20.00 ⁴ ✓
23 Harold O'Connell Trust, appraisal	24	2,000.00 ⁵ ✓
24 Jean M. Nader, disbursement	101	33,000.00 ✓
25 Anthony M. O'Connell, disbursement	102	33,000.00 ✓
26 Sheila Ann O'Connell-Shevenell, dis	103	33,000.00 ✓
27 IRS est share of int due 91 amd tax	104	241.81 ⁶ ✓
28 1988 Plymouth Van to Anthony O'Connell		8,000.00 ✓
TOTAL DISBURSED		548,975.29 ✓

Vouchers in support of these disbursements are submitted herewith.

NOTES:

1. Decedent had a POD account in Hallmark Bank with Jean Nader. The bank erroneously paid the amount to the estate. This figure is the interest earned on that sum while in the estate account.

2. This represents interest earned in the estate account on the amount of the disbursement while the disbursal was delayed. This is to equalize the disbursements among the legatees.

3. Estimated tax was paid with an extension request.

4. Expenses incurred due to lost Nuveen certificate of ownership.

BK0467 0193

←
unclear
etc.

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314
TELEPHONE 836-5444

November 13, 1992

Mr. Anthony M. O'Connell
6541 Franconia Rd.
Springfield, Va. 22150

Mrs. Jean M. Nader
350 Fourth Ave.
New Kensington, Pa. 15068

Mrs. Sheila O'Connell-Shevenell
44 Carlton St.
Portland, Maine 04102

Re: Estate of Jean M. O'Connell

When I agreed yesterday to the disbursement of the A. G. Edwards accounts by the end of the year, I had not looked at the bank balance of the estate for some time. There is \$64,216.83 in the estate account which includes the sum of \$14,408.53 received today from the IRS for the estate tax overpayment.

To date the sum of \$324,000.00 has been disbursed to the heirs, which has been done on the assumption that we have on hand enough money to pay the rest of the debts. Normally an estate is not disbursed until an Estate Tax Closing Letter has been received from the IRS and Virginia.

I cannot agree to a disbursement from the Edwards accounts until a closing letter is received. As you recall the Accotink property is assessed at \$600,000.00 by the county. Based on the appraisal, we used one half of that figure (times the percentage interest owned by your mother). In the event the IRS does not agree and insists on the full valuation, the estate tax liability could increase by about \$67,000.

Out of the bank account must come the executors' commission which will be about \$45,000.00, a fee for the Fiduciary Income Tax return preparation and various filing fees of a small nature. There simply is not enough money left to cover the contingencies. A disbursal in these conditions would be a violation of the duty of the fiduciaries.

Since the IRS has issued the refund (with interest), I would assume a closing letter is not far behind.

Some questions have arisen as to your tax liabilities. The

Page 2
Ltr to Heirs
November 13, 1992

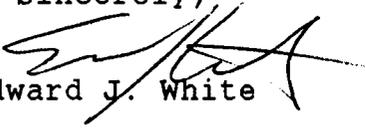
Estate paid an estate tax on the value of the property owned by your mother at her death. Since the tax is paid, what is distributed to you is tax free.

In addition there is a fiduciary income tax on the earnings of the estate while it is open. The First Accounting shows income of \$56,928.52 from 9/15/91 through 9/15/92. Basically this is what will be taxed as estate income. Of this \$659.97 can be ignored as it was repayment of a debt from the O'Connell Trust and not income, and at least \$13,388.25 was tax free income. The fiduciary income tax is paid by the estate if it was not disbursed during the tax period. In your case it was disbursed, and you will receive a form K-1 showing how much should be added to your regular income. This is why it is called "pass through" income. This might be about \$14,000.00 each not counting deductions which are due to the estate. Jo Ann Barnes is preparing this return for the estate at present.

The question of capital gains comes up often in estate situations. Any asset owned by a decedent at the time of death is given a "stepped up" basis to its value at the date of death. If the heirs then sell the asset the only taxable capital gain (or loss) is the change in value between the date of death and the date of sale. The Accotink property falls in that category, though the basis on the share formerly held in trust has a basis as of the date of your father's death. The Lynch note will not produce any capital gain since it was taxed in the estate as part of your mother's assets. It will produce an income tax effect on the fiduciary income tax return since \$26,917.17 in interest was received by the estate. This is included in the \$56,928.52 referred to above.

The remaining items left to do in the estate are the filing of a request for the publication of Debts and Demands against the estate, filing a second and final accounting, obtaining a court order for the distribution of the estate and filing a second fiduciary income tax return from the period 9/15/92 through the date of disbursement.

Sincerely,


Edward J. White

EJW/e

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell
216 Governor's Lane, Apartment 12
Harrisonburg, Virginia 22801
540 433-3895
January 5, 1998

Ms. Jean Nader, Co-Executor
350 Fourth Avenue
New Kensington, Pennsylvania 15068

Ref: My previous four letters to you
concerning the CPA Jo Ann Barnes.

Dear Jean,

If you read the book I sent you entitled *First Thing is to have the final accounting...*, I believe you will understand that the CPA, Jo Anne Barnes; the lawyer, Ed White; and the stock broker, Allison May; are part of a fraud operation, that the CPA is probably the core of it, and that the worst thing you could do is to continue to rely on the CPA's advice.

Please understand that I am not criticizing you and that what has happened in the past is not your fault. You were following the advice of professionals that held themselves out as trustworthy. I am saying that their advice to you should not be relied upon. Please understand that if you continue to rely on the CPA's advice or of anyone the operation guides you to, mother's estate and Accotink will remain in their control, and they can jerk us around with secrecy, set-ups and surprises until they benefit and we lose. Please, please hire a CPA firm in Pennsylvania (one who does not advocate secrecy from the beneficiaries) and tell them the advice the CPA, the lawyer, and the stockbroker told you and see what they say.

Please do not accept the policy of secrecy as being loyal to mother. Please understand that mother, based on previous set up patterns, was set up to dictate that message over the telephone to you. Does secrecy from the beneficiaries make sense to you?

Please file charges in the Fairfax County Circuit Court for the money the fraud operation stole from mother's estate (Basically the difference between the \$175,000 version and the \$119,000 version of the estate tax return and subpoena the financial records from the CPA, the lawyer, and the stockbroker. Only you can correct this in your position as co-executor. If I file the charges the operation will say it's against you too and they will use you to fight me and cover for them.

Those two versions of the estate tax return mean the fraud operation intentional deceived you. It means, based on the known financial documents, that they stole money from the estate. I believe it was laundered out of the estate through the stockbroker.



If I understand FBI agent Healy correctly, you told him that you could justify the two versions of the estate tax return. Please contact the FBI and correct that:

Charles L. Owens
Chief, Financial Crimes Section
Criminal Investigation Division
J. E. Hoover Building
935 Pennsylvania Avenue, NW
Washington, DC 20535

FBI Supervisory Special Agent Tim Healy
Criminal Division, Financial Crime Section, Economic Crime Unit, Room
3634
J. E. Hoover Building
935 Pennsylvania Avenue, NW
Washington, DC 20535

Please stop being used by the fraud operation. Covering up for the fraud operation who jerked mother around until she died of a heart attack is not being loyal to mother. Please make yourself aware.

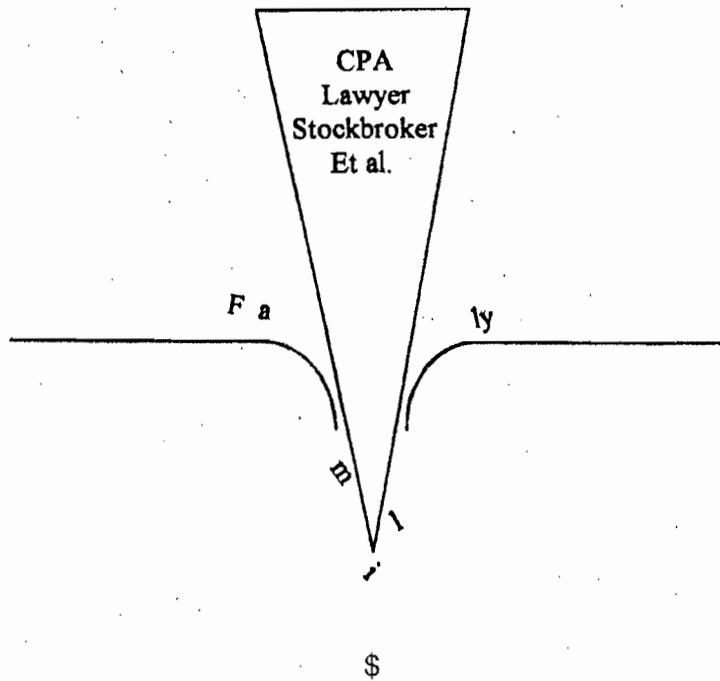
Please read *Sabotage Settlement* concerning the first piece of property I sold (pages 213-244). You were at the settlement. What did the CPA and lawyer tell you and Mother? This is still a secret from me. If we can't clear up what the fraud operation did to us in my sale of the first parcel ten years ago it is unlikely that we will be able to prevent them from doing it again with the remaining parcel. Please tell me what the CPA and lawyer told you and mother. If the fraud operation can continue to use you to carry out their agenda they can sabotage any sale I try to make of Accotink.

Please read the book until you understand the set-ups. Please make this your major project until it is cleaned up and all the accounting entanglements and set ups created to create conflict over Accotink are removed. Please face this so I can sell Accotink and we can get our money. I am not the source of the conflicts. I am not the bad guy.

Love,

Anthony M. O'Connell,
Trustee u/w of H. A. O'Connell

Copy: Sheila O'Connell

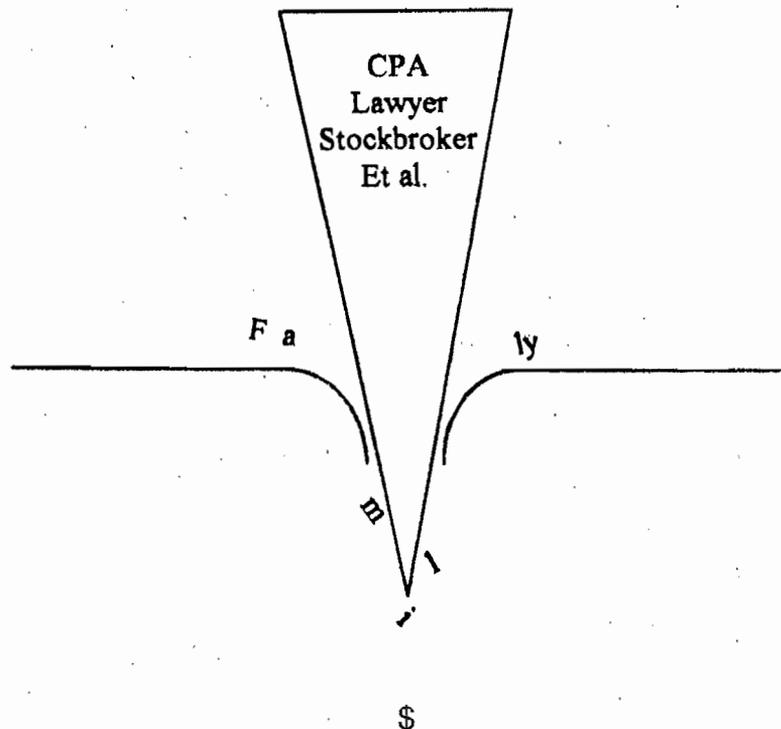


Motion

?

"Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the complaint, which consisted of a **one-page letter directed to the Clerk of the Court, and the filing of numerous documents and records containing his annotations.**

(From Elizabeth Morrogh's, Motion for Temporary Injunction, September 28, 2012)





Anthony OConnell <anthonymineroconnell@gmail.com>

The public should know; response to summons; lost or not recognized documents.

10 messages

Anthony OConnell <anthonymineroconnell@gmail.com> Wed, Sep 26, 2012 at 3:49 AM
 Bcc: Lisa Overton <lverton@stewart.com>, Steve Blizzard <sbizzard@stewart.com>, elynchjr@i95businessparks.com, Elizabeth Chichester Morrogh <bvmorrogh@bklawva.com>, Sarah Hall <shall@bklawva.com>, Attorney General Kenneth Cuccinelli <kcuccinelli@oag.state.va.us>, Cindy Duke maizcindy <maizcindy@socglobal.net>, "Kate Simmons ksimmons92270" \ "James E. Tierney" <moulinavent@maine.rr.com>, richard patnaude <richard.patnaude@optum.com>, Tammy Tierney <fins2theleft@maine.rr.com>, Sheila OConnell <sheilamail4@gmail.com>, Jean Nader through Amy Johnson <natron36@hotmail.com>, "Chief Deputy Attorney General Patricia L. West" <pwest@oag.state.va.us>, Bill Bolling <ltgov@ltgov.virginia.gov>, Allen Jamerson <allen.jamerson@ltgov.virginia.gov>, Dennis Burch <denise.burch@ltgov.virginia.gov>, Ibbie Hendrick <ibbie.hedrick@ltgov.virginia.gov>, Jessica Brooks <jessica.brooks@governor.virginia.gov>, Randy Marcus <randy.marcus@governor.virginia.gov>, Brian Lowell <blowell@coaffx.com>, Cathy Brudvig <cbrudvig@coaffx.com>, "Commissioner of Accounts John H. Rust" <jrust@coaffx.com>, Dale Royal <droyal@coaffx.com>, David Lee <dlee@coaffx.com>, Diane Yankowski <dyankowski@coaffx.com>, Donna Sykes <dsykes@coaffx.com>, Hennie Abalo <habalo@coaffx.com>, Ibis Espinal-Banks <iespinal@coaffx.com>, Jennifer Tomac <jtomac@coaffx.com>, Karen Davis <kdavis@coaffx.com>, Kim Sharp <ksharp@coaffx.com>, "Marty Kacvinsky" <mkacvinsky@coaffx.com>, \ "Matt Andrusia" <mandrusia@coaffx.com>, \ "Patty Lindsley" <plindsley@coaffx.com>, \ "Ron Kirby" <rkirby@coaffx.com>, \ "Sandra Martin" <smartin@coaffx.com>, \ "Sharon Wester" <swester@coaffx.com>, \ "Thai Nguyen" <tnguyen@coaffx.com>, \ "Tim McAlevy" <tmcalevy@coaffx.com>, \ "Traci Wenberg" <twenberg@coaffx.com>, \ "Vicky Kobe" <vkobe@coaffx.com>, \ "Brad Zinn" <bzinn@newsleader.com>, \ "Calvin Trice" <ctrice@newsleader.com>, \ "David Fritz" <dfritz@newsleader.com>, \ "Maria Longley" <mlongley@newsleader.com>, \ "Megan Williams" <mwilliams@newsleader.com>, \ "Spencer Dennis" <sdennis@newsleader.com>, Commissioner Craig Burns <craig.burns@tax.virginia.gov>, Commissioner of Revenue Darlene Crummett <hcommish@htcnet.org>, Treasurer Lois White <htreas@htcne <district34@sov.state.va.us>, "James M. LeMunyon" <deljlemunyon@house.virginia.gov>, "James M. Scott" <deljsscott@aol.com>, Jeffrey C McKay <leedist@fairfaxcounty.gov>, "Kenneth R. Plum" <delkplum@house.virginia.gov>, "Kevin Greenlief, Director of DTA" <kevin.greenlief@fairfaxcounty.gov>, "L. Kaye Kory" <delkkory@house.virginia.gov>, "Linda T. Puller" <tpuller@aol.com>, "Mark D. Sickles" <delmsickles@house.virginia.gov>, "Mark L. Keam" <delmkeam@house.virginia.gov>, "Mark R. Herring" <district33@sov.state.va.us>, "Richard L. Saslaw" <vasenate35@aol.com>, "Robert H. Brink" <delrbrink@house.virginia.gov>, Sharon Bulova Chairman <chairman@fairfaxcounty.gov>, "Taxing Authority Consulting Services P.C." <liens@taxva.com>, Thomas Davis Rust <deltrust@house.virginia.gov>, "Timothy D. Hugo" <delthugo@house.virginia.gov>, Vivian Watts <delvwatts@house.virginia.gov>, Board of Accountancy <boa@boa.virginia.gov>, James McCauley <mccauley@vsb.org>, State Corporation Commission <ken.schrad@scc.virginia.gov>, Leonard Downiel <downiel@washpost.com>, FBI Academy <leb@fbiaacademy.edu>, Financial Fraud Enforcement Task Force <ffetf@usdoj.gov>, dpur <Investigations@dpur.virginia.gov>, AAJA <kpark26@gmail.com>, Fund for Investigative Journalism <fundfij@gmail.com>, ICFJ Communications <imoskowitz@icfj.org>, ICFJ Director <smatanovic@icfj.org>, ICFJ Resources <nabegesah@icfj.org>, Journalism Admin <cox@wlu.edu>, Journalism Dept Head <lueckep@wlu.edu>, NAHJ <nahj@nahj.org>, Newseum <info@newseum.org>, PEJ <mail@journalism.org>, SOC Associate Dean <beimfohr@american.edu>, SOC Director <sharmeen@american.edu>, WABJDC <wabjdc@gmail.com>, WCP&J <terrymichael@wcpj.org>, Amy Argetsinger <argetsinger@washpost.com>, Jonathan Capehart <capehart@washpost.com>, Juan Williams <williamsj@washpost.com>, Roxanne Roberts <robertsr@washpost.com>, Sarah Kaufman <kaufmans@washpost.com>, Scott Higham <highams@washpost.com>, Thomas Boswell <boswellt@washpost.com>, "Colleen S. Crowley" <ccrowley@mcguirewoods.com>, "Jonathan P. Rak" <jrak@mcguirewoods.com>, Bill McKelway <bmckelway@timesdispatch.com>, Frank Green <fgreen@timesdispatch.com>, Jeremy Slayton <jslayton@timesdispatch.com>, Joe Macenka <jmacenka@timesdispatch.com>, John Hoke <jhoke@timesdispatch.com>, Mark Bowes <mbowes@timesdispatch.com>, Michael Paul Williams <mwilliams@timesdispatch.com>, Olympia Meola <omeola@timesdispatch.com>, Paige Mudd <pmudd@timesdispatch.com>, Robert Zullo <rullo@timesdispatch.com>

Dear potential just powers;

Can we get to the bottom of this and expose Bk467p191 and find out where the money went? The law says that this is automatically done and the public trusts that it is done. Why can't it be done? Why couldn't it be done before our family was terrorized and destroyed?

I am concerned that my responses to the summons the accountants had my sister serve me may be lost or not recognized; and the terms of the summons would be approved by default. So I want to leave evidence of my responses. I was served the summons on September 8, 2012. The summons says I have 21 days after being served to respond.

On September 22, 2012, I responded with the attachment overview-sept22-62p.pdf. The Court received it on September 24, 2012. at 10:01 am.

On September 24, 2012, I responded with the attachments: (1) 545820-23p.pdf, (2) bk467p191-8p.pdf, (3) blueprint4p.pdf, (4) canweconnectthedots2p.pdf, (5) codeofconduct18p.pdf, (6) commitments-Individually9p.pdf, (7) compute-tax-test35p.pdf, (8) exceptions1994disappeared.pdf, (9) exceptions2000disappeared.pdf, (10) overview72p.pdf, (11) percentages72p.pdf, (12) precedence17p.pdf, (13) tax-records94p.pdf, (14) trust-deed-invisible175p.pdf, (15) trusts-documents42p.pdf, (16) unknown14p.pdf, and (17) usingIRS15p.pdf. The Court received them on September 25, 2012. at 10:44 am.

Can we look at the evidence before judging? It is impossible to judge fairly without exposing Bk467p191. Can the accountants be made accountable for their accounting? Why keep Bk467p191 covered up?

Anthony O'Connell, Trustee

Reference:

<http://www.alexandriavirginia15acres.com> (Trust property in Fairfax County for sale)

<http://www.farm139.com> (Trustee's individual property in Highland County for sale)

<http://www.canweconnectthedots.com> (Can we find out where the money went in our Mother's estate? Bk467p191.

Our family is innocent

18 attachments

-  **545820-23p.pdf**
304K
-  **bk467p191-8p.pdf**
120K
-  **blueprint4p.pdf**
31K
-  **canweconnectthedots2p.pdf**
91K
-  **codeofconduct18p.pdf**
165K
-  **commitments-Individually8p.pdf**
194K
-  **compute-tax-test35p.pdf**
645K
-  **exceptions1994disappeared.pdf**
59K
-  **exceptions2000disappeared.pdf**
856K
-  **overview72p.pdf**
1386K
-  **percentages12p.pdf**
218K
-  **precedence17p.pdf**
216K
-  **tax-records94p.pdf**
2483K
-  **trust-deed-invisible175p.pdf**

?

"Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the complaint, which consisted of a **one-page letter directed to the Clerk of the Court, and the filing of numerous documents and records containing his annotations.** (From Elizabeth Morrogh's, Motion for Temporary Injunction, September 28, 2012)



Mail Delivery Subsystem <mailer-daemon@googlemail.com>
 To: anthonymineroconnell@gmail.com

Wed, Sep 26, 2012 at 3:49 AM

Delivery to the following recipient failed permanently:

sblizzard@stewart.com

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the recipient domain. We recommend contacting the other email provider for further information about the cause of this error. The error that the other server returned was: 550 550 #5.1.0 Address rejected. (state 13).

----- Original message -----

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;
 d=gmail.com; s=20120113;
 h=mime-version:date:message-id:subject:from:to:content-type;
 bh=Jh67vtIXhc9D7EwMzudQG87t8KLb3NIIdgbqDz+9Bhk5Q=;
 b=Qqxx1ubmoLLdEPxnUa6gRSAUq78O2DuRwcoNLkLP5OI65RmldVi3S1o6m0kJ+TLvoc
 qnrBiRuE/dzB2bptVwVFNZHSTagsBNlpyrG9sQEjdLGSpkNGGWLve82cWLuZ6xtgBiT
 /IG+FTwSsfGcPAZtqVgyY06gxh2OplxT+422CurAVxHTCzrs0BmS8nRVUBay2o3Zcxte
 Fm6RBjBRPcLnc8z4J3fgsgaAsv7xqQ6+flk0J1tbfj7cWJp+p47vCVIATY8FF4rPIWgR
 DFnoG5+YGDhNppuLChWeEp7zmu5og/qi6LP5ldXI/kWvxheibpvA8CLyJ3/tK+SRuGSC
 cg5g==

MIME-Version: 1.0

Received: by 10.60.5.197 with SMTP id u5mr40603oeu.129.1348656569090; Wed, 26 Sep 2012 03:49:29 -0700 (PDT)

Received: by 10.182.75.227 with HTTP; Wed, 26 Sep 2012 03:49:23 -0700 (PDT)

Date: Wed, 26 Sep 2012 03:49:23 -0700

Message-ID: <CA+8KOFQoqxDPbqhmhJQdEtPngT_97PdFptKdrWGbgKGLp19-YA@mail.gmail.com>

Subject: The public should know; response to summons; lost or not recognized documents.

From: Anthony OConnell <anthonymineroconnell@gmail.com>

To: undisclosed-recipients;

Content-Type: multipart/mixed; boundary=e89a8f923b9ab99a5704ca9893f9

Bcc: sblizzard@stewart.com

[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
 To: anthonymineroconnell@gmail.com

Wed, Sep 26, 2012 at 3:49 AM

Delivery to the following recipient failed permanently:

kevin.greenlief@fairfaxcounty.gov

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the recipient domain. We recommend contacting the other email provider for further information about the cause of this error. The error that the other server returned was: 552 552 5.3.4 message size limit exceeded (state 17).

----- Original message -----

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)
)
 Plaintiff,)
)
 v.)
)
 ANTHONY MINER O'CONNELL,)
 Individually and in his capacity as)
 Trustee under a Land Trust Agreement)
 Dated October 16, 1992 and as)
 Trustee under the Last Will and)
 Testament of Harold A. O'Connell, *et al.*)
)
 Defendants.)

Case No. 2012-13064

MOTION FOR TEMPORARY INJUNCTION

COMES NOW the Plaintiff, Jean Mary O'Connell Nader, by counsel, and moves this Court pursuant to Va. Code § 8.01-629 for a temporary injunction for the purpose of continuing the term of the Land Trust pending a Final Order in this action. In support of her motion, Plaintiff states the following.

1. This is an action by which Plaintiff seeks to, *inter alia*, remove Defendant Anthony M. O'Connell as trustee under a Land Trust Agreement dated October 16, 1992 (the "Land Trust"). The beneficiaries under the Land Trust are Plaintiff and her siblings, Defendants Sheila O'Connell and Anthony M. O'Connell, individually.

2. As alleged in the Complaint, the Land Trust holds title to certain real property (the "Property") consisting of approximately 15 acres located near the Franconia area of Fairfax County, Virginia.

3. The terms of the Land Trust Agreement provide for the termination of the trust on October 16, 2012 and, upon the termination date, the trustee is directed to convey record title of the Property to the beneficiaries or sell the Property at a public sale.

4. A conveyance of the Property to the beneficiaries or a public sale of the Property before a Final Order has been entered in this case would result in irreparable harm to the Plaintiff, as a beneficiary of the Land Trust.

5. As of the date of the filing of this Motion, Defendant Sheila O'Connell has been served with the Complaint and the time period for her to file an answer is pending. Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the Complaint, which consisted of a one-page letter directed to the Clerk of Court, and the filing of numerous documents and records containing his annotations.

6. By his own admission, Defendant Anthony M. O'Connell, as trustee, has not paid the real estate taxes on the Property or sold the Property, contrary to the terms in the Land Trust agreement.

7. Under the circumstances, the likelihood of success on the merits and the balance of equities favor the Plaintiff.

8. It is in the public interest to allow the Trust to continue in order for Plaintiff to pursue a remedy that will allow for the orderly sale of the Property for the benefit of the beneficiaries of the Trust.

WHEREFORE, Plaintiff Jean O'Connell Nader, by counsel, respectfully requests the entry of an Order as follows:

- A. Providing injunctive relief in the form of continuing the term of the Land Trust until such time as a Final Order has been entered in this case;

- B. Enjoining Anthony M. O'Connell, as trustee under the Land Trust Agreement, from conveying record title of the Property to the beneficiaries or selling the Property at a public sale; and
- C. For all such further relief as this Court deems reasonable and appropriate.

JEAN MARY O'CONNELL NADER
By Counsel

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
(703) 691-1235
FAX: (703) 691-3913

By: Elizabeth Chichester Morrogh
Elizabeth Chichester Morrogh
VSB No. 25112
Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of September, 2012, a true and correct copy of the foregoing Motion for Temporary Injunction was sent as follows:

By regular and electronic mail to:

Anthony Miner O'Connell
439 S. Vista Del Rio
Green Valley, AZ 85614

By regular mail to:

Sheila Ann O'Connell
663 Granite Street
Freeport, ME 04032

Elizabeth Chichester Morrogh
Elizabeth Chichester Morrogh

Order

?

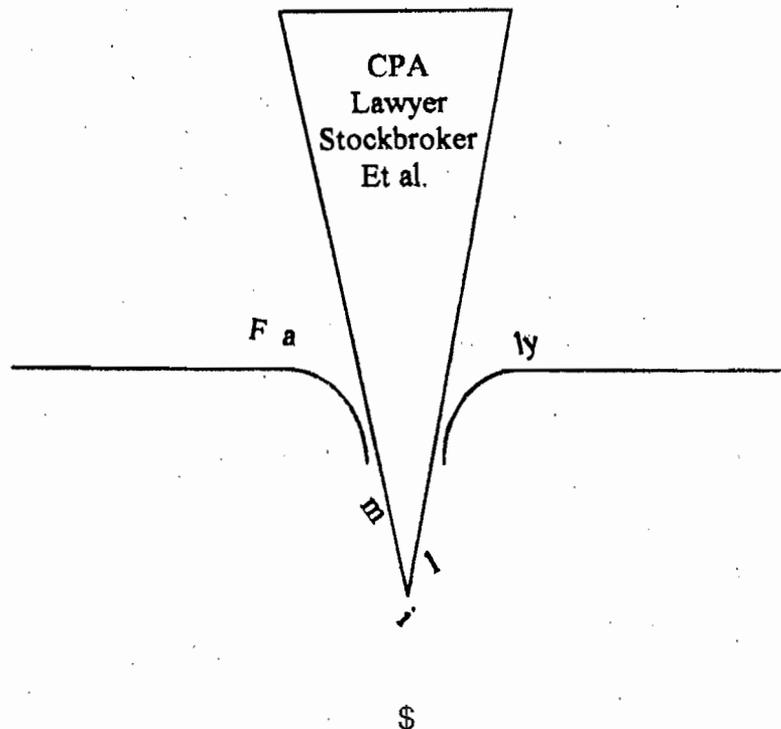
"January 25, 2013 - (From Judge Smith's Order dated January 25, 2013)

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012.**

.....

3. **Because there are no material facts in dispute** in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule. 3:20 on all counts alleged in Plaintiff's Complaint is appropriate."

(From Chief Judge Smith's Order dated January 25, 2013)



Anthony O'Connell, Trustee
439 S. Vista del Rio
Green Valley, Arizona 85614
January 11, 2013
anthonymineroconnell@gmail.com

Chief Judge Dennis J. Smith
Nineteenth Judicial Circuit of Virginia
Fairfax County Court House
4110 Chain Bridge Road
Fairfax, Virginia 22030-4009

Reference:

- (1) Response to Summons
- (2) Re: Harold A. O'Connell(?), CL-2012-13064; Lien, Summons, Injunction, Notice, Order

The Honorable Chief Judge Dennis J. Smith:

I responded to the summons within the required 21 day time period; on September 22, 2012, with one item, and on September 24, 2012, with seventeen items.

September 22, 2012, with one item:

- (1) overview62p

September 24, 2012, with seventeen items:

- (1) 545820-23p
- (2) bk467p191-8p
- (3) blueprint4p
- (4) canweconnectthedots2p
- (5) codeofconduct-18p
- (6) commitments-individually8p
- (7) computer-tax-test35p
- (8) exceptions1994dissappeared
- (9) exceptions2000dissappeared
- (10) overview72p
- (11) percentages12p
- (12) precedence17p
- (13) taxrecords94p
- (14) trust-deed-invisible175p
- (15) trust-documents42p
- (16) unknown14p
- (17) useirs15p

?

"1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012.**

.....
3. **Because there are no material facts in dispute** in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule. 3:20 on all counts alleged in Plaintiff's Complaint is appropriate."
(From Chief Judge Dennis Smith's Order dated January 25, 2013)

I don't understand why there was no response from the law firm or from the Court from my response to the Summons except:

“5. As of the date of the filing of this Motion [September 28, 2012], Defendant Sheila O'Connell has been served with the Complaint and the time period for her to file an answer is pending. Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the Complaint, which consisted of a one-page letter directed to the Clerk of Court, and the filing of numerous documents and records containing his annotations. “

(From the injunction dated 2012.09.28)

“RE: In Re: Harold A O'Connell, CL-2012-13064

Dear Mr. O'Connell:

I have received your letter regarding the Notice of Scheduling Conference you received in case CL 2012 -0013064. This is indeed a valid notice from our court provided, so that you would be aware of a Scheduling Conference at which we will, if appropriate, set a trial date and enter a scheduling order in accordance with the Uniform Pretrial Scheduling Order adopted by the Supreme Court of Virginia. No evidence will be taken at that time as this is only a hearing to establish the schedule for the orderly processing of the case.

As for accountability for the notice, it clearly indicates that it is sent by the judges of the circuit court and provides you with a phone number at which you can contact our case management staff with regard to the Scheduling Conference. We would not send out a notice indicating that you can contact the judges directly as such contact is inappropriate.

Your letter also indicates that you do not know what issues are raised in the case but our records indicate that you have responded to the Complaint which sets out the Plaintiff's allegations and prayer for relief so I therefore assume that you are acquainted with the issues which have been raised. As to whether the Plaintiff's allegations are true or merit relief, these issues will not be dealt with at the December 4, 2012 Scheduling Conference but are instead decided in the course of later proceedings or after a trial at which each side has had an opportunity to present evidence in the form of documents or testimony and make arguments as to the proper disposition of the issues. You also request that our court take certain actions, but please note that Judges take actions based upon pleadings which are properly filed, and even then, only after each interested party has had an opportunity to respond and be heard on the request. Sending a letter to a judge is not filing a pleading in a case as pleadings are properly filed with the Clerk of Court. Additionally, copies of anything sent to the Court for filing must be provided to all other interested parties. As your letter does not indicate copies were sent to the other parties I will provide them with a copy of your letter and this response.

Finally, with regard to your participation in the Scheduling Conference at 8:30 a.m. on December 4, 2012, this is a civil case and it is your choice as to whether you participate in this administrative hearing or any further hearings. If you do not appear, the Court will proceed to establish scheduling without your



input. We will, however, send you a copy of any Order that is entered at that hearing. Sincerely Yours, [Chief Judge Dennis J. Smith] “
(From Chief Judge Dennis Smith's letter to Trustee Anthony O'Connell of November 27, 2012)

Would you please have your people look at the evidence I sent in response to the Summons and then explain why I was required to appear in Court on December 4, 2012, and am required to appear in Court on January 25, 2013?

Sincerely,

A handwritten signature in black ink that reads "Anthony O'Connell, Trustee". The signature is written in a cursive style with a large, sweeping initial 'A'.

Anthony O'Connell, Trustee

① 4P

no env. 1/31/13

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY



JEAN MARY O'CONNELL NADER,)
)
 Plaintiff,)
)
 v.)
)
 ANTHONY MINER O'CONNELL,)
 Individually and in his capacity as)
 Trustee under a Land Trust Agreement)
 Dated October 16, 1992 and as)
 Trustee under the Last Will and)
 Testament of Harold A. O'Connell, *et al.*)
)
 Defendants.)

Case No. 2012-13064

ORDER

THIS CAUSE came on to be heard upon the motion of the Plaintiff, Jean Mary O'Connell Nader, by counsel, for summary judgment pursuant to Va. Sup. Ct. Rule 3:20; upon the reply to the motion filed by Sheila Ann O'Connell, *pro se*; and upon the argument of counsel; and

IT APPEARING TO THE COURT as follows:

1. The material facts set forth in the Complaint filed by Plaintiff in this action are

deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e), based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012."



2. In her Answer to the Complaint and Reply to Motion for Summary Judgment, the remaining party-in-interest, Defendant Sheila Ann O'Connell, agrees with the facts set forth in the Complaint and the relief requested by Plaintiff.

3. Because there are no material facts in dispute in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule 3:20 on all counts alleged in Plaintiff's Complaint is appropriate.



IT IS THEREFORE ORDERED:

A. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count I of the Complaint be, and hereby is, granted; that Anthony Miner O'Connell is hereby removed as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to Va. Code § 64.2-1405 (formerly Va. Code § 26-48), effective immediately; and that all fees payable to Anthony Minor O'Connell under the terms of the Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, are hereby disallowed and deemed forfeited;

B. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count II of the Complaint be, and hereby is, granted; that Anthony Minor O'Connell is hereby removed as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, pursuant to Va. Code § 64.2-759 (formerly Va. Code § 55-547.06), effective immediately;

C. That judgment in favor of Plaintiff as to Count III of the Complaint be, and hereby is, granted; that Plaintiff Jean Mary O'Connell Nader is hereby appointed as successor trustee under the Land Trust Agreement and as trustee of the trust under the Last Will and Testament of Harold A. O'Connell; that the term of the Land Trust Agreement is hereby

continued until further Order of this Court or until the real property held under the Land Trust is sold and final distribution of the net proceeds is made to the trust's beneficiaries, whichever occurs first; and that Plaintiff, as successor trustee under the Land Trust Agreement, shall proceed forthwith to sell the real property held by such trust as soon as reasonably practicable upon such terms and conditions as she deems appropriate and consistent with her fiduciary duties; and

D. That Plaintiff is hereby awarded her reasonable attorney's fees and costs in this action in the amount of \$ 17,504.12^{DOE}, to be paid from the Land Trust at such time as funds become available.

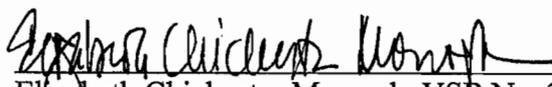
ENTERED this 25th day of January, 2013.



JUDGE

I ASK FOR THIS:

BLANKINGSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
703-691-1235
FAX: 703-691-3913

By: 
Elizabeth Chichester Morrogh, VSB No. 25112
BVMorrogh@bklawva.com
Jennifer L. McCammon, VSB No. 77034
JMcCammon@bklawva.com
Counsel for Plaintiff

Which is true?

My responses to the Complaint are not recognized. Are the eighteen (18) confirmed responses true or are the Motion and Order true?

Motion

September 28, 2012 - (From B&K's Motion dated January 28, 2012)

"Upon information and belief, Defendant Anthony M. O'Connell has filed a response to the complaint, **which consisted of a one-page letter directed to the Clerk of the Court, and the filing of numerous documents and records containing his annotations.**"

Order

"January 25, 2013 - (From Judge Smith's Order dated January 25, 2013)

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e);- **based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012.**

.....

3. **Because there are no material facts in dispute** in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule. 3:20 on all counts alleged in Plaintiff's Complaint is appropriate."

