

b&k62p

B&K

The law firm of Blankingship and Keith in Fairfax County

Timeline

The more I try to expose the accounting trails of the CPA Joanne White and the Attorney Edward White, the more I'm shut out, and I've tried for twenty years.

After I posted my website <http://www.canweconnectthedots.com> on March 31, 2012, to try to expose their accounting trails at bk467p191, my power of attorney for selling the Trust property was revoked, I was sent a Summons, an Injunction, a Notice to appear in Court, and an Order to appear in Court.

If there is any doubt that the accountant's signature pattern is to use a trusting family member as cover, vetting these events should remove it.

Perhaps it's all a coincidence, but the following happened to me after I tried to expose bk467p191 by posting my website <http://www.canweconnectthedots.com> on March 31, 2012:

1992.10.16 Trust created.

1993.03.20 Accounting at Book467page191 approved by Commissioner Jesse Wilson III
(The accounting trails remain concealed)

2012.03.31 Trustee posts <http://www.canweconnectthedots.com> to try to expose bk467p191.

2012.05.10 Trustee's VA poverty pension application disappears in confusion.

2012.05.11 Trustee sent lien for \$27,699.

2012.05.25 Trustee's Power of Attorney for Trust property revoked. (Use Jean Nader)

2012.09.04 Trustee sent Summon. (Use Jean Nader)

2012.09.28 Trustee sent Injunction. (Use Jean Nader)

2012.10.22 Trustee sent Notice to appear in Court. (Use Jean Nader)

2012.11.21 Trustee asks Judges about Notice. (Use Jean Nader)

2012.11.27 Judge Smith to Trustee: judgesmith2p (Use Jean Nader)

2012.12.05 Trustee sent Court Order. (Use Jean Nader)

2013.07.03 B&K law firm letter says Jean Nader has replaced Anthony O'Connell as Trustee:
b&k3p * (Use Jean Nader)

2013.10.23 I notice that a B&K attorney is apparently "in care of" trust property. (Use Jean Nader)

2014.01.09 DTA Director emails Trustee with an attached Order dated October 5, 2012. **

*I have never received anything from the Court saying I was no longer Trustee.

**I had not seen the attached Order dated October 5, 2012, before. It says I am not to sell the the trust property

B&K Blankingship Keith^{PC}

4020 University Drive
Suite 300
Fairfax, Virginia 22030

T: 703.691.1235
F: 703.691.3913

Writer's E-Mail Address:
shall@bklawva.com
Direct Dial: (703) 293-7231

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WM. QUINTON ROBINSON
JOHN F. CAFFERKY
WILLIAM B. PORTER
GIFFORD R. HAMPSHIRE
WILLIAM L. CAREY
MARY MCGOWAN
MARK A. TOWERY

JEREMY B. ROOT
DANIEL E. ORTIZ
—
ANDREA D. GEMIGNANI
LEZA CONLIFFE
CHIDI I. JAMES
PETULA C. METZLER
MICHAEL L. CHANG
LAURIE L. PROCTOR
PATRICIA C. AMBERLY
JENNIFER L. MCCAMMON
MICHAEL A. HOWES
JESSICA L. HASS
—
HON. STANLEY P. KLEIN (RET.)
SENIOR COUNSEL

May 25, 2012

*Certified Mail - Return Receipt Requested
and U.S. First-Class Mail*

Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

Re: Accotink Station Property

Dear Mr. O'Connell:

This firm has been retained by your sister Jean O'Connell Nader to represent her with regard to your family's approximately 15 acre property in Springfield, Virginia identified on the Fairfax County Tax Map as TM 90-4 ((1)) 17. As you know, that property is in a Land Trust of which you are Trustee and Jean is a beneficiary.

The Trust was established in 1992, the year following your mother's death. In addition to Jean, its beneficiaries are yourself, your sister Sheila, and a Residuary Trust established by the Will of your father, its current beneficiaries also being Jean, Sheila, and yourself. We understand from Jean, and the correspondence at the time clearly confirms, that the family's intent in establishing the Land Trust was to facilitate the sale of the property. To this end the beneficiaries of the Land Trust also gave you a Power of Attorney with regard to the property. Your appointment as Trustee and Attorney in Fact in 1992 made sense since you were the only one of your siblings living in Virginia at that time.

To Jean's knowledge, during the almost twenty (20) years since you were appointed Trustee, you have entered into no contract for the sale of the property. There were negotiations with Bill Lynch, a family friend, and Andy Sommerville in 2007, but they came to naught. You apparently did not list the property with a real estate broker when you left Virginia some years ago, and we find no indication that the property is now being marketed.

Anthony M. O'Connell
May 25, 2012
Page 2

Real estate taxes have not been paid on the property since 2009, and Fairfax County has turned the matter over to a collection agency. As of last month, the total amount due, including interest and penalties, was \$27,650.14. This figure will of course increase every day that the delinquent taxes are not paid. Eventually Fairfax County could recover the taxes by selling the property to enforce its tax lien. As you recall in the past Jean sent you checks for her portion of the real estate taxes, but you refused to accept them since they were made payable to Fairfax County rather than to you.

The Land Trust Agreement provides for the expiration of the Trust twenty (20) years after its establishment if all or any portion of the property remains in the Trust at that time. Because the Trust was established on October 16, 1992, the date of its expiration is fast approaching. The interests of you and your sisters would clearly best be protected if the three of you agreed to and put in effect a plan to sell the property and to pay the overdue real estate taxes. Such a plan would necessitate an amendment to the Land Trust Agreement or, better yet, an alternative means of holding legal title to the property.

Since you now live in Arizona and are evidently not willing or able to perform your fiduciary duties as Trustee, Jean has volunteered to serve as Trustee under an amended or alternative trust arrangement. Living in Pennsylvania, she is geographically the closest of the beneficiaries to the property, and this firm, which is located in Fairfax City, could assist her in carrying out her duties as Trustee to manage and, most importantly, to sell the property. Jean has been in touch with Sheila about this matter.

As counsel for Jean, we advise you that, effective immediately, she is revoking the 1992 Power of Attorney. A document to that effect will be recorded among the land records of Fairfax County, and we will send you a copy of the recorded document.

Jean has requested that you deal with this law firm rather than directly with her in moving forward with this matter. Accordingly, we ask that you contact us at your very earliest convenience. Given the approaching October 16, 2012 deadline for expiration of the Trust and the real estate tax situation, it is imperative that action on the property not be further delayed. If we have not heard from you by the end of June, Jean will have to consider all alternatives open to her, including a suit in the Circuit Court of Fairfax County.

As counsel to Jean we look forward to working with you and Sheila in naming Jean as Trustee and coming up with a plan for selling the property on terms that will benefit all of you.

Anthony M. O'Connell
May 25, 2012
Page 3

Best regards.

Yours truly,

Sarah E Hall

Sarah E. Hall

SEH/sp

cc: Jean Nader
Sheila O'Connell

B&K Blankingship Keith^{pc}

4020 University Drive
Suite 300
Fairfax, Virginia 22030

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—
HON. STANLEY P. KLEIN (RET.)
SENIOR COUNSEL

May 31, 2012

U.S. First-Class Mail

Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

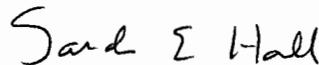
Re: Accotink Station Property

Dear Mr. O'Connell:

By my letter to you of May 25, 2012, I advised you that your sister Jean was revoking the 1992 Power of Attorney which named you as Attorney-in-Fact. Enclosed is a copy of the Revocation of Power of Attorney which Jean executed and which was recorded yesterday among the land records of Fairfax County.

Best regards.

Yours truly,



Sarah E. Hall

SEH/sp

cc: Jean Nader (w/enc.)
Sheila O'Connell (w/enc.)

Prepared By: Sarah E. Hall
Blankenship & 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

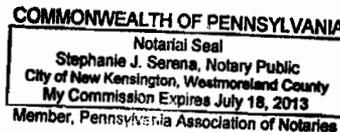
STATE OF PA
CITY/COUNTY OF Westmoreland to wit:

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: 223390226
Recorded in FAIRFAX CIRCUIT COURT
TESTE: JOHN T. FREY

Grantee: O'CONNELL, ANTHO
Instrument: 2012024647.001
of Pages: 2

John T. Frey

2



Anthony O'Connell <anthonymineroconnell@gmail.com>

Response

2 messages

Anthony O'Connell <anthonymineroconnell@gmail.com>
To: "Sarah E. Hall" <shall@bklawva.com>

Wed, Jul 18, 2012 at 5:39 PM

Dear Sarah E. Hall,

Are you going to respond to my messages to you?

Thank you

Anthony O'Connell, Trustee

References:

<http://www.alexandriavirginia15acres.com><http://www.canweconnectthedots.com>

Re:

Sarah Hall <shall@bklawva.com>
To: Anthony O'Connell <anthonymineroconnell@gmail.com>

Wed, Jul 25, 2012 at 2:20 PM

Mr. O'Connell:

While we had earlier received formal confirmation of your receipt of my letter of May 25, 2012, it was good to hear directly from you that you had received it.

In your emails you mention a number of issues regarding the respective estates and trusts of your parents and the title to the property in the 1992 Land Trust, and you provided a link to a website on which you raise more questions. We believe these issues were mooted some time ago by findings of the Commissioner of Accounts and the Circuit Court of Fairfax County.

We were sorry to hear of your recent illness. In light of your ill health and the great distance that you live from the Virginia property, it would seem appropriate—and certainly understandable—for you to resign as Trustee of the 1992 Land Trust.

Best regards,

Sarah Hall

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]
Sent: Wednesday, July 18, 2012 8:39 PM
To: Sarah Hall
Subject: Response

[Quoted text hidden]

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 Frey*

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. See bk467p192 - "Debt fm Harold O'Connell Trust 659.97"

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. History suggests that this means don't question their accounting.

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

History and common sense suggests that this means they don't want bk467p191 exposed. They should not destroy the Testator's family to cover themselves.

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



Anthony O'Connell <anthonymineroconnell@gmail.com>

Nader v. Anthony O'Connell, et al.

Betty Van Morrogh <bvmorrogh@bklawva.com>
To: Anthony O'Connell <anthonymineroconnell@gmail.com>
Cc: Sarah Hall <shall@bklawva.com>

Thu, Sep 27, 2012 at 6:19 AM

Dear Mr. O'Connell:

I have received various e-mails from you over the past several days and wanted to clarify one issue that you raised. As you know, you are named as a defendant in the Complaint filed by Jean Nader in your capacity as trustee under the Land Trust agreement and in your individual capacity. The substantive claims against you in the lawsuit arise out of your actions as trustee. You are named as a defendant in your individual capacity because you are a beneficiary under the Land Trust agreement. As a beneficiary, you are an interested party to the legal proceedings and must be notified that the lawsuit is pending.

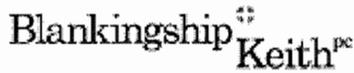
The primary purpose of the lawsuit is to request your removal as trustee under the Land Trust. Are you willing to voluntarily resign as trustee, so that your sister Jean can work to try to sell the Accotink property for the benefit of you and your sisters? If not, we will continue to seek a resolution of this difficult matter through the court proceedings.

Regards,

Elizabeth Morrogh

This is not true. If the B&K law firm really believes this they should have it put in a Virginia Law Journal

Elizabeth ("Betty Van") Chichester Morrogh
Partner



Blankingship & Keith, PC
4020 University Drive, Suite 300 ■ Fairfax, VA 22030
tel-(703)-691-1235
fax-(703)-691-3913

[website](#) | [bio](#) | [vCard](#) | [map](#) | [email](#)

Please be advised that a portion of this firm practices debt collection and we may be attempting to collect a debt. Any information obtained will be used for that purpose. The information contained in this email is information intended only for the use of the individual or entity named above and may be privileged and confidential pursuant to the attorney-client privilege and/or the attorney work-product doctrine. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, you should immediately contact the sender by reply email or by telephone at 703-691-1235, and delete the original message. Thank you. Blankingship & Keith, P.C.

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Anthony O'Connell <anthonymineroconnell@gmail.com>

Nader v. O'Connell, et al.

1 message

Betty Van Morrogh <bvmorrogh@bklawva.com>
To: Anthony O'Connell <anthonymineroconnell@gmail.com>

Fri, Sep 28, 2012 at 11:47 AM

Please see attached.

Elizabeth ("Betty Van") Chichester Morrogh

Partner



Blankingship & Keith, PC

4020 University Drive, Suite 300 ■ Fairfax, VA 22030

tel. (703) 691-1235

fax (703) 691-3913

Please

[website](#) | [bio](#) | [vCard](#) | [map](#) | [email](#) 

Elizabeth

Please be advised that a portion of this firm practices debt collection and we may be attempting to collect a debt. Any information obtained will be used for that purpose. The information contained in this email is information intended only for the use of the individual or entity named above and may be privileged and confidential pursuant to the attorney-client privilege and/or the attorney work-product doctrine. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, you should immediately contact the sender by reply email or by telephone at 703-691-1235, and delete the original message. Thank you. Blankingship & Keith, P.C.

4020

IRS CIRCULAR 230 NOTICE: In order to comply with the requirements mandated by the IRS, we are required to advise you that any Federal tax advice contained in this e-mail message, including attachments to this message, is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending to another party any transaction or tax-related matter addressed in this e-mail message or attachments.

 **Motion for Temporary Injunction.pdf**
310K

B&K this same 5 page
document bt regulae mail on
September 28, 2012.

VIRGINIA: IN THE CIRCUIT COURT OF FAIRFAX COUNTY

Jean Mary O'Connell Nader

Plaintiff vs.

Civil Action No. CL 2012-13064

Anthony Miner O'Connell, Individually and in his capacity as Trustee

Previous Chancery No. CH

Defendant

SERVE:

FRIDAY MOTIONS DAY - PRAECIPE/NOTICE

Moving Party: [X] Plaintiff [] Defendant [] Other

Title of Motion: Motion for Temporary Injunction [X] Attached [] Previously Filed

DATE TO BE HEARD: October 5, 2012 Time Estimate (combined no more than 30 minutes): 10 minutes

Time to be Heard: [] 9:00 a.m. with a Judge [] 9:00 a.m. without a Judge

[X] 10:00 a.m. (Civil Action Cases) Does this motion require 2 weeks notice? [] Yes [X] No

[] 11:30 a.m. (DOMESTIC/Family Law Cases) Does this motion require 2 weeks notice? [] Yes [] No

Case continued from: (Date) continued to: (Date)

Moving party will use Court Call telephonic appearance: [] Yes [X] No

Judge must hear this motion because (check one reason below):

- [] The matter is on the docket for presentation of an order reflecting a specific ruling previously made by that Judge.
[] This Judge has been assigned to this entire case by the Chief Judge; or,
[] The Judge has advised counsel that all future motions, or this specific motion, should be placed on this Judge's Docket; or,
[] This matter concerns a demurrer filed in a case where that Judge previously granted a demurrer in favor of demurrant.

PRAECIPE by: Elizabeth Chichester Morrogh Blankingship & Keith, P.C.
Printed Attorney Name/ Moving Party Name Firm Name

4020 University Drive, Suite 300, Fairfax, VA 22030
Address

(703) 691-1235 (703) 691-3913 25112 BVMorrogh@bklawva.com
Tel. No. Fax No. VSB No. E-Mail Address (optional)

CERTIFICATIONS

I certify that I have in good faith conferred or attempted to confer with other affected parties in an effort to resolve the subject of the motion without Court action, pursuant to Rule 4:15(b) of the Rules of the Supreme Court of Virginia; and, I have read, and complied with, each of the Instructions for Moving Party on the reverse side of this form.

Signature of Elizabeth C. Morrogh
Moving Party/Counsel of Record

CERTIFICATE OF SERVICE

I certify on the 28th day of Setpember, 2012, a true copy of the foregoing Praecipe was

[X] mailed [] faxed [] delivered to all counsel of record pursuant to the provisions of Rule 4:15(e) of the Rules of the Supreme Court of Virginia.

Signature of Elizabeth C. Morrogh
Moving Party/Counsel of Record

INSTRUCTIONS FOR MOVING PARTY

DATE/TIME: All motions should be noticed for the 10:00 a.m. Civil Action Docket or the 11:30 a.m. Domestic/Family Law Docket (All Divorce cases, adoptions and Juvenile & Domestic Relations Court Appeals) unless the moving party believes the motion will be uncontested. All motions believed to be uncontested should be noticed for 9:00 a.m. All motions noticed for 9:00 a.m. should be set without a judge, unless evidence will be required (e.g., *Ex Parte* Proof, Infant Settlements, Fiduciary Matters), or if it is necessary for the order to be entered that morning rather than in chambers at a later time. A **minimum of two weeks' notice is required for all motions for Summary Judgment, Demurrers, Pleas in Bar, motions pertaining to discovery disputes and other motions for which any party desires to file a memorandum.** A memorandum of points and authorities of five pages or less must accompany any of these pleadings and any other motion placed on the Two Week Docket. If either party believes it necessary to file a memorandum exceeding five double-spaced pages, then the parties must utilize the Briefing Schedule procedure: contact opposing counsel or the opposing party and by agreement conduct a telephone conference call with the Calendar Control Judge, (703) 246-2221; or, if agreement is not possible, give advance notice of an appearance before the Calendar Control Judge to establish a Briefing Schedule.

Each side should bring a draft proposed order to Court on the day of the hearing, as the ruling must be reduced to an order that day, absent leave of Court. Cases may only be removed from the docket by the Court or by counsel for the moving party or the moving party. One Week Motions may be removed from the docket up until 4:00 p.m. on the Thursday preceding the hearing date, by contacting the Motions Clerk: (703) 246-4355. Two Week Motions may not be continued or removed from the docket after 4:00 p.m. on the Friday preceding the hearing date, without leave granted by the Judge assigned to hear the motion, for good cause shown.

If a hearing on any motion must take longer than thirty (30) minutes, the moving and responding parties, or their counsel, should appear before the Calendar Control Judge to request a hearing for a day other than a Friday. See, "Motions Requiring More than 30 Minutes" in "Friday Motions Docket Procedures" on the Court's website at <http://www.fairfaxcounty.gov/courts/circuit/CCR-E.htm>

MOTIONS TO RECONSIDER: Do not set a Motion to Reconsider for a hearing. (See Friday Motions Docket Procedures, available from the Clerk's Office, the Bar Association office or on the Court's website at the address above.

CERTIFICATIONS OF MOVING PARTY/COUNSEL: Rule 4:15(b) of the Rules of the Supreme Court of Virginia provides in pertinent part that "Absent leave of court, and except as provided in paragraph (c) of this Rule, reasonable notice shall be in writing and served at least seven days before the hearing. Counsel of record shall make a reasonable effort to confer before giving notice of a motion to resolve the subject of the motion and to determine a mutually agreeable hearing date and time."

CERTIFICATE OF SERVICE: Pursuant to Rule 4:15 (e), a motions pleading shall be deemed served when it is actually received by, or in the office of, counsel of record through delivery, mailing, or facsimile transmission; not when it is mailed or sent.

INFORMATION FOR MOVING PARTY

COURTCALL TELEPHONIC APPEARANCE: In most cases, Virginia attorneys may appear by phone in lieu of appearing in Court for the hearing. To set up a telephonic appearance, you must call (888) 882-6878. For information, please visit the Court's website at <http://www.fairfaxcounty.gov/courts/circuit/CCR-E-60-70.htm> The Clerk's Office prefers that you notify it that you have set up a telephonic appearance by calling (703) 246-2880 no later than 4:00 p.m. on Thursday prior to the hearing date. The Court encourages use of this procedure, and either party may appear by phone.

NOTE: Telephonic appearance is only for members of the Virginia State Bar and licensed attorneys allowed to practice *pro hac vice* in the Fairfax County Circuit Court (with a member of the Virginia State Bar present over the phone or in person)

CONCILIATION PROGRAM: The Fairfax Circuit Court strongly encourages use of conciliation procedures to resolve motions. The Fairfax Bar Association's Conciliation Program conducts conciliation without charge by experienced litigators, who meet in person or by telephone with all interested parties. To request conciliation, fax a Request for Conciliation form to the Fax Hotline, (703) 273-1274; e-mail a request for conciliation to: ffxconciliation@aol.com or leave a voice mail message at (703) 627-1228. You will be contacted before the hearing date by a representative of the Conciliation Program.

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

B&K Blankingship Keith^{pc}

4020 University Drive
Suite 300
Fairfax, Virginia 22030
T: 703.691.1235
F: 703.691.3913

Writer's E-Mail Address:
shall@bklawva.com
Direct Dial: (703) 293-7231

JOHN A.C. KEITH
WILLIAM H. CASTERLINE, JR.
SARAH E. HALL
PAUL B. TERPAK
PETER S. EVERETT
DAVID RUST CLARKE
DAVID J. GOGAL
ELIZABETH CHICHESTER MORROGH
ROBERT J. STONEY
WM. QUINTON ROBINSON
JOHN F. CAFFERKY
WILLIAM B. PORTER
GIFFORD R. HAMPSHIRE
WILLIAM L. CAREY
MARY MCGOWAN
MARK A. TOWER

JEREMY B. ROOT
DANIEL E. ORTIZ
CHIDI I. JAMES
—
ANDREA D. GEMIGNANI
LAURIE L. PROCTOR
PATRICIA A. MINSON
JENNIFER L. MCCAMMON
MICHAEL A. HOWES
JESSICA L. SURA
ROBERT M. FALCONI
—
A. HUGO BLANKINGSHIP, JR.
OF COUNSEL
STANLEY P. KLEIN
SENIOR COUNSEL

July 3, 2013

Ms. Sheila O'Connell Shevenell
663 Granite Street
Freeport, Maine 04032

Mr. Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

If a Judge actually approved the contents of the Summons by the B&K law firm, why didn't I receive something from the Court that would show it?

Why was the evidence I sent to the Court refuting the contents of B&K summons, such as that at <http://www.judgesfairfaxcounty.com>, recognized?

Property in the Lee District, Fairfax County
TM 90-4 ((1)) 17

Dear Ms. Shevenell and Mr. O'Connell:

I received nothing from the Court about a judgment for this.

This firm is representing your sister Jean O'Connell Nader in her capacity as Successor Trustee under the Land Trust Agreement dated October 16, 1992. Jean has asked us to bring you up to date on the actions she has taken with regard to the approximately 15 acre trust property ("Property") identified above since she was appointed Successor Trustee on January 25, 2013.

It was apparent to Jean when she became Successor Trustee that the Property had to be sold. The delinquent real estate taxes, which had been accruing interest and penalties, were approaching a total of \$30,000, and Fairfax County had turned the matter over to a collection agency. Jean was advised that if the taxes were not brought current, there would eventually be a tax sale which, given the Property's R-1 zoning and the fact a large portion of the Property is in the Resource Protection Area ("RPA"), would in all probability yield only a fraction of the Property's true value.

Jean's first step was to have the Property appraised. She retained a highly regarded local appraiser to prepare a Restricted Appraisal. Because it is difficult at this point to predict accurately the density at which the Property may be approved for development, at our instruction the appraiser provided a value range per townhouse lot. In determining this range, he assumed that the Property could be developed with approximately 30 to 39 townhouse units.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
Page 2

While Tony was Trustee he had been in negotiation with Bill Lynch and Andy Somerville for the sale of the Property. A contract was never signed, but Bill and Andy apparently did quite a bit of work in exploring how the Property could be developed. Knowing that Bill and Andy remained interested in the Property, we on Jean's behalf asked them to submit a non-binding letter of intent which set out the basic terms and conditions under which they would be willing to purchase the Property. They did so, but Jean concluded that the price offered was not acceptable. She responded with a counteroffer which was eventually accepted. A letter of intent was executed on May 24, 2013, and we immediately set out negotiating a binding Real Estate Sales Contract ("Contract") based upon the letter of intent. By June 20, 2013, there was a fully executed Contract between Jean as Successor Trustee and Long Branch Partners, L.L.C. ("Purchaser"), a limited liability company owned and controlled by Bill and Andy.

The pertinent provisions of the Contract are as follows:

- There is a 90 day Feasibility Period during which Purchaser will determine whether to proceed under the Contract or to terminate it.
- In the event Purchaser does not terminate the Contract, within ten (10) days of the close of the Feasibility Period, Purchaser shall pay off the delinquent real estate taxes, and it shall continue to pay the real estate taxes on the Property as they become due until Settlement or until termination of the Contract.
- The repayment of the real estate taxes to Purchaser will be reflected in a non-recourse promissory note which Jean will execute as Successor Trustee and which will be secured by a Deed of Trust against the Property. At Settlement there will be credited against the purchase price all the real estate taxes which Purchaser has paid.
- Purchaser will be responsible, at its own expense, for rezoning the Property and getting its subdivision approved. (The rezoning will be heard by the Board of Supervisors in a decidedly political context; the subdivision process is administrative.) Purchaser's obligation to purchase the Property is contingent upon its getting approval of at least 30 townhouse lots.
- The purchase price will be determined by the number of approved townhouse lots, the per lot price of \$57,500 being the top of the value range established by the appraiser.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
Page 3

It is anticipated, and the Contract provides, that Settlement will take place in late 2015 or even early 2016, assuming the contingency is met. While it is unfortunate that Settlement cannot take place sooner, getting the highest value for the Property necessarily requires having it rezoned and having its subdivision approved. As noted above, Purchaser will undertake this effort at its own expense, and that expense will be considerable. Also, while the entitlement process is moving forward, Purchaser will be paying the real estate taxes on the Property.

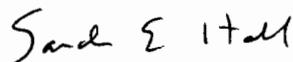
Jean is delighted that Purchaser is committed to paying a good price for the Property, as determined by the appraisal. In addition, because no broker was involved in the transaction, the Trust will be spared paying a hefty commission out of the settlement proceeds.

Bill and Andy appear to be quite excited to have the Property under Contract. They are experienced developers in Fairfax County and give every indication that they will aggressively pursue the rezoning of the Property and subdivision approval. At this point there is reason for cautious optimism that Settlement will eventually take place under the terms and conditions of the Contract. Please be aware, however, that Settlement is far from certain and that you should not assume that the contingency will be fulfilled and the Property sold to Purchaser.

We will keep you up to date on Purchaser's progress.

Best regards to you both.

Yours truly,



Sarah E. Hall

SEH/sp

cc: Jean Nader
Elizabeth V. C. Morrogh, Esquire



Main Property Search

Address Map Number

Use innocent family member

MAP #: 0904 01 0017
NADER JEAN MARY OCONNELL

N/A CURRENT RECORD

1 of 1

Owner B&K law firm

Return to Search Results

Name NADER JEAN MARY OCONNELL
Mailing Address 4020 UNIVERSITY DR SUITE 300 C/O ELIZABETH V C MORROUGH FAIRFAX VA 22030
Book 08307
Page 1446

Neighborhood Sales

Printable Summary

Parcel

Definition of Terms

Property Location
Map # 0904 01 0017
Tax District 40000
District Name LEE
Land Use Code Vacant Land
Land Area (acreage) 15
Land Area (SQFT)
Zoning Description R-1(Residential 1 DU/AC)
Utilities WATER NOT AVAILABLE
SEWER AVAILABLE
GAS NOT AVAILABLE

County Historic Overlay District NO
For further information about Historic Overlay Districts, [CLICK HERE](#)

Street/Road PAVED
Site Description BUILDABLE-POOR LOT

Why has it never been recognized that the 1992 Deed at DB8307p1446 supersedes the 1975 Will at WB201p109?

If the 1992 deed at DB8307p1446 is not recognized by the Court, what is the reason?

If there is a reason, why would it be a secret?

Legal Description

Legal Description ACCOTINK STATION
WB201 109 DB8307-1446
DB8845-1444 DB8845-1449

Last Refresh

Date
Data last refreshed: 22/Oct/2013 DB:P14CUR

General Information

Need Help?

For questions and requests for information about the Real Estate site, call 703-222-8234 or [CLICK HERE](#)

Disclaimer

Under Virginia State law these records are public information. Display of this information on the Internet is specifically authorized by Va. Code 58.1-3122.2 (1998). See the [Virginia State](#)

Code to read the pertinent enabling statute.

If you believe any data provided is inaccurate or if you have any comments about this site, we would like to hear from you. Owner names will be withheld from the Internet record upon request. Comments or requests may be made via e-mail to the Real Estate Division at Real Estate Division or by phone at (703) 222-8234.

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B&K Blankingship Keith^{PC}

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Suite 300
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T: 703.691.1235
F: 703.691.3913

Writer's E-Mail Address:
shall@bklawva.com
Direct Dial: (703) 293-7231

JOHN A.C. KEITH
WILLIAM H. CASTERLINE, JR.
SARAH E. HALL
PAUL B. TERPAK
PETER S. EVERETT
DAVID RUST CLARKE
DAVID J. GOGAL
ELIZABETH CHICHESTER MORROGH
ROBERT J. STONEY
WM. QUINTON ROBINSON
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WILLIAM L. CAREY
MARY MCGOWAN
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DANIEL E. ORTIZ
CHIDI I. JAMES
—
LAURIE L. PROCTOR
PATRICIA A. MINSON
JENNIFER L. MCCAMMON
MICHAEL A. HOWES
JESSICA L. SLIRA
ROBERT M. FALCONI
KRISTI L. JOHNSON
SUSAN P. DEBUSK
—
A. HUGO BLANKINGSHIP, JR.
OF COUNSEL
STANLEY P. KLEIN
SENIOR COUNSEL

April 11, 2014

Ms. Sheila O'Connell Shevenell
663 Granite Street
Freeport, Maine 04032

Mr. Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

Re: Property in the Lee District, Fairfax County
TM 90-4 ((1)) 17

Dear Ms. Shevenell and Mr. O'Connell:

As you recall, by letter of July 3, 2013 we advised you that Jean Nader as Successor Trustee under the Land Trust Agreement dated October 16, 1992 had entered into a Real Estate Sales Contract with Long Branch Partners, L.L.C. We gave you a summary of the pertinent provisions of the Contract, the most important one being that settlement is contingent upon Purchaser's getting the approximately 15 acre Property rezoned and getting its subdivision approved. The purpose of this letter is to bring you up to date on what has happened since our earlier letter was written.

During the Feasibility Period Purchaser determined that extending Thomas Grant Drive to the Property from Island Creek would be considerably more expensive than it had anticipated. Not only will the construction costs *per se* be high, but Purchaser will need to purchase from the Fairfax County Park Authority slope and temporary construction easements. Purchaser's studies also indicated that it might not be able to get approval for at least 30 townhouse lots, which the Contract set as the contingency. Just prior to the end of the Feasibility Period Purchaser requested that the Purchase Price be decreased to offset the cost of the road and that the contingency be revised to reflect the very real possibility of a lower lot yield. Jean concluded that it was necessary to amend the Contract to keep Purchaser from terminating. She agreed to an Amendment to the Contract which provided that the Purchase Price would be \$1,250,000 plus \$50,000 for each townhouse lot in excess of 25 and that the contingency would be approval, through the rezoning and subdivision processes, of at least 25 townhouse lots. While lower than

Ms. Shevenell
Mr. O'Connell
April 11, 2014
Page 2

the original price, the new Purchase Price is within the value range per townhouse lot in the Restricted Appraisal which Jean commissioned.

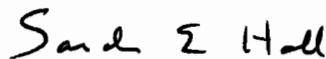
With the Amendment in place, the 90 day Feasibility Period closed without Purchaser's terminating the Contract. In compliance with the Contract's terms, Purchaser paid the delinquent real estate taxes on the Property and will continue to pay the taxes until Settlement or until the Contract terminates. Jean signed a Note as Successor Trustee to repay Purchaser for the taxes in the event the Contract does not close, and the Note is secured by a Deed of Trust on the Property. It is a great relief to have the tax matter resolved.

In December of 2013 Purchaser submitted to Fairfax County its application to rezone the Property to the PDH-4 district, but the County did not accept it as "being complete", *i.e.* in appropriate form for review, until March 21. The application is now being reviewed by the various County agencies and the Virginia Department of Transportation. On a parallel track Purchaser is continuing to meet with neighboring civic associations and the Lee District Land Use Committee. The public hearings will begin in the fall—first before the Planning Commission, which will make a recommendation, and then before the Board of Supervisors, which will take final action. The Planning Commission hearing has been tentatively scheduled for October 2. If it in fact takes place then, there would be good reason to expect that the Board of Supervisors would hear and take action on the application before the end of this year. Should the rezoning be granted, as we all hope it will be, the next step would be Purchaser's pursuit of subdivision approval.

Purchaser has a long way to go, but it is on its way, and it has a good team of consultants working toward the granting of its rezoning application. We will keep you advised as to Purchaser's progress.

Best regards.

Yours truly,



Sarah E. Hall

SEH/jrj

cc: Jean Nader
Elizabeth V. C. Morrogh, Esquire



with ^{4/14/14} responses

Anthony O'Connell <anthonymineroconnell@gmail.com>

Accotink, parcel 0904 01 0017 and your letter of July 3, 2013

5 messages

Anthony O'Connell <anthonymineroconnell@gmail.com>
To: Sarah Hall <shall@bklawva.com>

Mon, Apr 14, 2014 at 2:21 PM

Dear Sarah Hall:

Your letter of July 3, 2013, says, in part: "This firm is representing your sister Jean O'Connell Nader in her capacity as Successor Trustee under the Land Trust Agreement dated October 16, 1992". Please send me copies of the Court documents that would show how this would be true.

Please correct me if I am wrong but your letter also says that our sister Jean Nader has signed a letter of intent and a sales contract. Please send me copies of these documents.

Sincerely,

Anthony O'Connell, Trustee

Anthony O'Connell <anthonymineroconnell@gmail.com>

Mon, Apr 14, 2014 at 3:16 PM

To: "Sarah E. Hall, law firm of Blankingship and Keith" <shall@bklawva.com>

Cc: Amy Johnson <natron36@hotmail.com>, Sheila O'Connell <sheilamail4@gmail.com>, Pierre Shevenell <pierreshevenell@yahoo.com>, Kate Simmons <ksimmons92270@gmail.com>

Dear Sarah Hall:

Your letter of July 3, 2013, says, in part: "This firm is representing your sister Jean O'Connell Nader in her capacity as Successor Trustee under the Land Trust Agreement dated October 16, 1992". Please send me copies of the Court documents that would show how this would be true.

Please correct me if I am wrong but your letter also says that Jean Nader has signed a letter of intent and a sales contract. Please send me copies of these documents.

Sincerely,

Anthony O'Connell, Trustee

(My emails to Jean Nader at jeansfinedining@hotmail.com bounce so I ask her daughter Amy Johnson who lives near her to deliver this message to Jean Nader)

Sarah Hall <shall@bklawva.com>

Wed, Apr 16, 2014 at 11:21 AM

To: Anthony O'Connell <anthonymineroconnell@gmail.com>

Mr. O'Connell:

We will send you copies of the documents you request. Please confirm that your address is 439 S. Vista Del Rio, Green Valley, Arizona 85614.

https://

Thank you.

Sarah Hall

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]
Sent: Monday, April 14, 2014 5:21 PM
To: Sarah Hall
Subject: Accotink, parcel 0904 01 0017 and your letter of July 3, 2013

[Quoted text hidden]

Anthony OConnell <anthonymineroconnell@gmail.com>
To: Sarah Hall <shall@bklawva.com>

Wed, Apr 16, 2014 at 12:18 PM

Dear Sarah Hall,

Yes, my address is:

439 S. Vista Del Rio, Green Valley, Arizona 85614.

Thank you.

From:
Anthony O'Connell

[Quoted text hidden]

Anthony OConnell <anthonymineroconnell@gmail.com>
To: Sarah Hall <shall@bklawva.com>

Wed, Apr 16, 2014 at 1:43 PM

Dear Sarah Hall,

Would you please send me the documents as email attachments? That way there is no misunderstanding of what was sent and it is quicker.

Thank you.

Anthony O'Connell
 [Quoted text hidden]

Anthony

To: Sarah

Anth

To: Sarah



4020 University Drive
 Suite 300
 Fairfax, Virginia 22030
 T: 703.691.1235
 F: 703.691.3913

JOHN A.C. KEITH
 WILLIAM H. CASTERLINE, JR.
 SARAH E. HALL
 PAUL B. TERPAK
 PETER S. EVERETT
 DAVID RUST CLARKE
 DAVID J. GOGAL
 ELIZABETH CHICHESTER MORROGH
 ROBERT J. STONEY
 WM. QUINTON ROBINSON
 JOHN F. CAFFERKY
 WILLIAM B. PORTER
 GIFFORD R. HAMPSHIRE
 WILLIAM L. CAREY
 MARY MCGOWAN
 MARK A. TOWERY

JEREMY B. ROOT
 DANIEL E. ORTIZ
 CHIDI I. JAMES
 ———
 LAURIE L. PROCTOR
 PATRICIA A. MINSON
 JENNIFER L. MCCAMMON
 MICHAEL A. HOWES
 JESSICA L. SURA
 ROBERT M. FALCONI
 KRISTI L. JOHNSON
 SUSAN P. DEBUSK
 ———
 A. HUGO BLANKINGSHIP, JR.
 OF COUNSEL
 STANLEY P. KLEIN
 SENIOR COUNSEL

April 17, 2014

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. Anthony M. O’Connell
 439 S. Vista Del Rio
 Green Valley, Arizona 85614

Re: Fairfax County Property

Dear Mr. O’Connell:

In response to your request, we enclose copies of the following documents:

1. Order entered by the Circuit Court of Fairfax County, Virginia on January 25, 2013 which appointed Jean Nader as successor trustee under the Land Trust Agreement dated October 16, 1992, and as trustee of the trust created under the Last Will and Testament of Harold A. O’Connell;
2. Letter of Intent dated May 10, 2013 between Long Branch Partners, L.L.C. and Jean Nader, Successor Trustee, which by its terms was not a binding agreement;
3. Real Estate Sales Contract dated as of June 20, 2013 between Long Branch Partners, L.L.C. and Jean Nader, Successor Trustee;
4. Amendment to Real Estates Sales Contract dated as of September 18, 2013.

Best regards.

Yours truly,

Sarah E. Hall

SEH/jrj
 Enclosures

cc: Jean Nader
 Elizabeth V. C. Morrogh, Esquire
 (w/o Enclosures)

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.



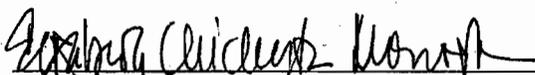
JUDGE

Please tell me the name of the Judge who signed this order

I ASK FOR THIS:

BLANKINSHIP & 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

A COPY TESTE:
JOHN T. FREY, CLERK
BY: Kishnaveni Tammirala
Deputy Clerk
Date: 1-25-2013
Original retained in the office of
the Clerk of the Circuit Court of
Fairfax County, Virginia

LONG BRANCH PARTNERS, L.L.C.
6715 Little River Turnpike, Suite 100
Annandale, VA 22003

May 10, 2013

Ms. Sarah E. Hall
Blankingship and Keith
4020 University Drive
Suite 300
Fairfax, VA 22030

RE: O'Connell Property

Dear Ms. Hall,

Please accept this correspondence as Long Branch Partners, LLC's ("Purchaser") Letter of Intent to purchase approximately 15 acres of land located at the terminus Thomas Grant Drive in Springfield, Virginia with Fairfax County Tax ID Number 0904-01-0017 ("Property") and currently zoned R-1 (one dwelling unit per acre) in Fairfax County from Jean Nader, Successor Trustee Under the Land Trust Agreement Dated: October 16, 1992 ("Seller") under the following terms and conditions:

Minimum Purchase Price: \$1,725,000.00

Final Purchase Price: To be increased by \$57,500.00 for each townhouse lot zoned and site plan approved over 30.

Study Period: 90 Days

Settlement: Within 24 months after the expiration of the Study Period.

Deposit and Real Estate Taxes: \$50,000.00 in the form of a promissory note to be converted to cash at the expiration of the Study Period. Within three days of the expiration of the Study Period, Seller shall bring current the Real Estate taxes on the Property now in default with Fairfax County. Purchaser will pay the Real

Estate taxes on the Property as they become due until Purchaser terminates the Contract in accordance with its terms or closes on the Property.

All Real Estate taxes paid by Purchaser on the Property shall be credited to the Purchase Price at settlement.

In the event that Purchaser fails to achieve the zoning and site plan approvals for a minimum of 30 Townhouse lots by the Settlement Date and terminates the Contract, then the Real Estate taxes paid by Purchaser shall become a lien on the Property which shall be paid when the Property is sold.

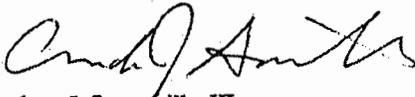
In the event that Purchaser defaults under the terms of the Contract and fails to cure said default, then the Deposit and all Real Estate taxes paid by Purchaser shall be forfeited.

Contingency: Full and final settlement is contingent upon Purchaser's obtaining rezoning and site plan approval for 30 or more townhouse lots. Should it not do so by the Settlement Date, Purchaser may terminate the Contract and receive a refund of the Deposit.

This Letter of Intent is not a binding agreement; however, upon execution of this Letter of Intent, Seller and Purchaser agree to enter into good faith negotiations to reach a final agreement acceptable to both parties. Upon full execution by Seller and Purchaser, the final agreement will be binding.

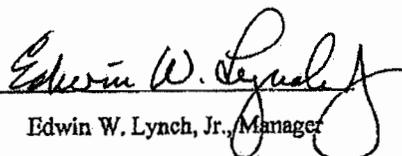
If you have any questions, or concerns, please give either Bill or me a call. We thank you for your consideration and look forward to your response.

Very truly yours,



Andrew J. Somerville, III
For Long Branch Partners

Purchaser:

By: 
Edwin W. Lynch, Jr., Manager

Seller:

By: Jean Nader
Jean Nader, Successor Trustee

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT (the "Contract") is made and entered into as of this 20th day of June, 2013, by and between JEAN MARY O'CONNELL NADER, Successor Trustee under the Land Trust Agreement dated October 16, 1992 ("Seller"), and LONG BRANCH PARTNERS, L.L.C., a Virginia limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller holds legal title to an approximately fifteen (15) acre parcel of land in Fairfax County, Virginia identified on the Tax Map as TM 90-4 ((1)) 17 (the "Property"); and

WHEREAS, Seller was appointed Successor Trustee under the Land Trust Agreement dated October 16, 1992, recorded in Deed Book 8845, page 1449 among the land records of Fairfax County, Virginia, by the Circuit Court of Fairfax County by Order entered January 25, 2013 (the "Order"), a copy of which is attached; and

WHEREAS, Seller desires to sell the Property and Purchaser desires to purchase the Property upon the terms and conditions hereinafter set forth.

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

1. Sale and Purchase of Real Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, at the price and upon the terms and conditions hereinafter set forth.

2. Purchase Price.

(a) The minimum purchase price for the Property shall be One Million Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,725,000). The Purchase Price to be paid at Settlement shall be calculated as follows: $\$1,725,000 + (\$57,500 \times (\text{number of townhouse lots for which Purchaser obtains rezoning and site plan approval greater than 30}))$. For purposes of calculating the purchase price, Purchaser shall not be required to pay Seller for any townhouse lots that are required to be designated as Affordable Dwelling Units ("ADU") by Fairfax County.

(b) Within two (2) business days after the Effective Date of this Contract, as defined in Paragraph 26 below, Purchaser shall deliver to Stewart Title and Escrow, Inc. ("Escrow Agent" or "Title Company") at 10505 Judicial Drive, Suite 300, Fairfax, Virginia 22030, Attention: Mark Fitzgerald, a promissory note due on demand made payable to Seller in the amount of \$50,000 ("Promissory Note"). Escrow Agent shall hold the Promissory Note in escrow and deliver it as provided herein.

(c) Any dispute between Seller and Purchaser with respect to the entitlement of either to receive the Promissory Note or the Deposit, as defined in Paragraph 6(b) below, shall be limited solely to the amount of the Deposit and attorney's fees and other costs of collection, should there be any.

(d) At Settlement, Purchaser shall pay the Purchase Price in cash or other immediately available funds, and the Deposit shall be applied to the Purchase Price.

3. Time is of the Essence. TIME IS OF THE ESSENCE OF ALL ASPECTS OF THIS CONTRACT.

4. Title.

(a) Title to the Property shall be good of record and in fact, marketable and insurable at standard rates by a title insurance company licensed to do business in Virginia. Any monetary liens shall be satisfied out of settlement proceeds.

(b) Within fifteen (15) days after the Effective Date, Purchaser shall order a title examination and commitment as to the status of title to the Property ("Purchaser's Title Commitment"). Within sixty (60) days after the Effective Date, Purchaser shall deliver to Seller copies of Purchaser's Title Commitment and, should Purchaser commission one, a survey and shall advise Seller by written notice ("Title Objection Notice") of any objections that Purchaser may have as to the matters reflected in Purchaser's Title Commitment or the survey ("Title Objection(s)"). In the event it does not timely give a Title Objection Notice, Purchaser shall be deemed to have accepted title as reflected in Purchaser's Title Commitment and, if one is prepared, the survey, should Purchaser elect to proceed beyond the Feasibility Period under this Contract. Within ten (10) days after delivery of a Title Objection Notice to Seller, Seller shall advise Purchaser by written notice ("Seller Title Notice") that Seller elects to either:

(i) immediately undertake at her expense and diligently pursue corrective action and proceed to resolve the Title Objection(s) by the Settlement Date as defined in Paragraph 9(a); or

(ii) not remedy the Title Objection(s).

In the event Seller does not timely give a Seller Title Notice to Purchaser, Seller shall be deemed to have elected to not remedy the Title Objection(s).

(c) In the event Purchaser advises Seller of Title Objection(s) and Seller elects not to undertake corrective action, Purchaser may elect either to waive such Title Objection(s) and proceed under this Contract or to terminate this Contract and have the Promissory Note returned to it. Purchaser shall advise Seller as to its election prior to the expiration of the Feasibility Period should Purchaser elect to proceed beyond the Feasibility Period under this Contract.

(d) Seller expressly acknowledges that Seller shall be required to cause to be released at or prior to Settlement any mortgages, deeds of trust or monetary liens (including without limitation mechanic's liens) to the extent that such monetary liens are not caused by Purchaser's activities on the Property, and Purchaser shall not be required to list any such matters as Title Objection(s). All matters disclosed by Purchaser's Title Commitment which are not the subject of Title Objection(s) by Purchaser, other than monetary liens as described above, shall be deemed to be Permitted Exceptions (as defined below). If Purchaser does not terminate this Contract, all Title Objection(s) which Seller has elected not to cure shall be deemed Permitted Exceptions. If Seller, with the exercise of reasonable diligence, is unable to cure any Title Objection(s) which Seller has elected to cure within four (4) months following the receipt of such Title Objection(s), Purchaser shall elect, within ten (10) days after the expiration of such four-month period, by written notice to Seller, either (x) to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder (other than those which by their specific terms are to survive a termination of this Contract), or (y) to waive such Title Objection(s) and proceed in accordance with the terms of this Contract, in which event such Title Objection(s) shall be deemed to be Permitted Exceptions to title. The "Permitted Exceptions" shall mean (i) all matters disclosed by the Purchaser's Title Commitment which are not the subject of Title Objection(s) by Purchaser, other than monetary liens, (ii) all Title Objection(s) which Seller has elected not to cure (provided Purchaser does not elect to terminate this Contract as set forth above), and (iii) all Title Objection(s) which Seller has elected to cure but which Seller is unable to cure within four (4) months following the receipt of such Title Objection(s) (provided Purchaser does not elect to terminate this Contract as set forth above). The Purchaser's Title Commitment may be updated by the Escrow Agent, at Purchaser's expense, prior to Settlement. Any title exception, other than a Permitted Exception, which appears on such updated Purchaser's Title Commitment (a "New Exception") shall be cured by Seller prior to Settlement, and the date for Settlement shall be deferred for up to sixty (60) days to permit Seller to cure such New Exceptions.

(e) Subsequent to the Effective Date, Seller shall not mortgage or encumber the Property or execute any easements, covenants, proffers, conditions or restrictions with respect to the Property without Purchaser's prior written consent.

(f) Title to the Property shall be conveyed by Seller to Purchaser at Settlement by Special Warranty Deed in recordable form subject only to the Permitted Exceptions or those other exceptions waived by Purchaser and deemed Permitted Exceptions as set forth above.

(g) In the event any matter which renders title to the Property to become unmarketable or uninsurable at ordinary rates arises subsequent to the Effective Date and is not disclosed in the Purchaser's Title Commitment, Seller shall cause same to be cured and the date for Settlement shall be deferred for up to sixty (60) days to permit such cure.

(h) Purchaser shall have the right to have the Property surveyed by a surveyor licensed by the Commonwealth of Virginia, chosen by Purchaser, prior to the expiration of the

Feasibility Period. If the report of survey (the "Survey") shows any encroachment on the Property or encroachments into the adjoining lands of others or other defects and Purchaser objects to the same by written notice to Seller prior to the, the same shall be treated as a Title Objection(s) in accordance with Paragraph 4(b).

(i) Seller and Purchaser agree that the issue of marketability of the title to the Property or the curing or removal of a Title Objection shall be determined on the basis of applicable standards adopted by the Title Company.

5. Entry onto Property.

Until Settlement hereunder or until such time as this Contract is terminated as provided herein, Purchaser shall have the right, at its own risk and expense, to enter onto and have its agents enter onto the Property to make engineering studies, conduct tests, including soil borings, and to survey the Property. Prior to exercising its right of entry, Purchaser must have a policy of comprehensive general liability insurance which reasonably covers the risks involved. Purchaser shall indemnify and hold Seller harmless against any damages or claims which may result from the activities of Purchaser or its agents on the Property, except for damages or claims that result from the negligence or activities of Seller or her agents. In the event of termination of this Contract under its terms, Purchaser shall return the Property substantially to its condition before disturbance by Purchaser. Notwithstanding any other provision of this Contract, the obligations of Purchaser set out in this Paragraph 5 shall survive termination of the Contract.

6. Feasibility Period; Deposit.

(a) During the period which shall extend ninety (90) days after the Effective Date ("the Feasibility Period") Purchaser shall determine in its sole discretion whether to proceed under this Contract or to terminate it. Should Purchaser decide to terminate this Contract, it shall so notify Seller on or before the last day of the Feasibility Period, and Escrow Agent shall return the Promissory Note to Purchaser upon being notified by Seller that it has received from Purchaser copies of all studies or tests relating to the Property commissioned by Purchaser and that Purchaser has restored the Property to its pre-inspection state. Upon Purchaser's receipt of the Promissory Note, the parties shall have no further rights or obligations under this Contract. Purchaser's failure to terminate this Contract on or before the last day of the Feasibility Period shall be deemed a decision by Purchaser to proceed under the Contract.

(b) If Purchaser elects to proceed under the Contract, within ten (10) days thereof Purchaser shall substitute for the Promissory Note, which shall be returned to Purchaser, the sum of \$50,000 (the "Deposit") which, except for that portion of the Deposit which Purchaser shall use to pay real estate taxes, interest and penalties as set forth below, Escrow Agent shall hold in escrow and disburse as provided herein. The Deposit shall be paid by Purchaser within that ten (10) day period as follows: (i) Purchaser shall bring current the real estate taxes due on the Property, including interest and penalties (the "Delinquent Taxes"), which amount shall be considered a portion of the Deposit; and (ii) Purchaser shall deliver the difference between \$50,000 and the Delinquent Taxes to the Escrow Agent.

(c) Thereafter, until Settlement hereunder or until such time as this Contract is terminated in accordance with its terms, Escrow Agent shall, upon presentation of a bill issued by Fairfax County for real estate taxes, make timely payment to Fairfax County of the real estate taxes on the Property as they become due (the "Real Estate Taxes"). Payment of the Real Estate Taxes shall be made by Escrow Agent from the balance of funds comprising the Deposit held by Escrow Agent. All Real Estate Taxes paid from the balance of funds comprising the Deposit shall be considered a portion of the Deposit. In the event the total Delinquent Taxes and the Real Estate Taxes paid exceed \$50,000, the amount by which \$50,000 is exceeded shall be considered additional Deposit, and this amount and the \$50,000, together being the Deposit, shall be credited against the Purchase Price at Settlement. After such time as all of the funds comprising the Deposit held by Escrow Agent have been used to pay Real Estate Taxes, Purchaser shall be responsible for making timely payment of real estate taxes to Fairfax County, subject to the terms and conditions of this contract.

(d) The Deposit shall be nonrefundable except as otherwise provided herein.

(e) The repayment to Purchaser of the Delinquent Taxes and Real Estate Taxes paid by Escrow Agent and Purchaser shall be secured by a non-recourse note (the "Note") from Seller to Purchaser and a deed of trust (the "Deed of Trust") recorded against the Property, the forms and terms and conditions of which shall be agreed upon by the Seller and Purchaser during the Feasibility Period. Prior to the execution of the Note and Deed of Trust by Seller, Purchaser shall execute a Deed of Release or similar document (the "Release"), the form of

which shall be agreed upon during the Feasibility Period. The Note and the Release shall be held in escrow by Escrow Agent and delivered or, in the case of the Release, recorded as provided herein.

(f) After the Effective Date Seller shall make no physical changes to the Property without the prior written consent of Purchaser.

(g) Without making any representation as to its accuracy or completeness, Seller has provided Purchaser with a copy of a Title Report on the Property issued by Walker Title, LLC, effective July 15, 2012, prior to the entry of the Order. Purchaser acknowledges that Seller is not in a position to provide it with any additional documentation regarding the Property. Purchaser acknowledges that it compiled significant information regarding the Property several years ago, when it had attempted to purchase the Property from the then Trustee under the Land Trust Agreement dated October 16, 1992. Notwithstanding the foregoing, to the extent Seller receives any documentation concerning or affecting the Property or becomes aware of any information concerning or affecting the Property, Seller shall immediately deliver and/or provide such documents and information to Purchaser.

(h) Except as provide in Paragraph 7(h), Seller makes no representation or warranty as to the condition of the Property, which is being sold "as is". During the Feasibility Period Purchaser shall satisfy itself as to the condition of the Property, including its environmental condition.

7. Representations and Warranties of Seller. Seller makes the following representations and warranties which are, to the best of her knowledge and belief, except as otherwise stated below, true as of the date hereof and shall be true at Settlement:

(a) Seller has the right to sell and convey the Property to Purchaser and to take all other actions necessary to consummate the transaction contemplated in this Contract, and the signature of no other party is required to make this Contract enforceable against Seller.

(b) The execution and delivery of this Contract and the consummation of the transaction herein contemplated will not conflict with or result in a breach of the terms of or constitute a default under any document to which Seller is a party or by which Seller or the Property is bound or any applicable judgment, order or decree of any court having jurisdiction over Seller or the Property.

(c) Seller has received no written notice of violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property; she is, however, aware of the Delinquent Taxes.

(d) Seller has received no written notice of any pending or proposed condemnation regarding any portion of the Property or of any pending or proposed special tax or assessment.

(e) There are no attachments, executions, assignments for the benefit of creditors, voluntary or involuntary proceedings in bankruptcy or under applicable debtor relief laws involving either Seller or the Property.

(f) There are no cemeteries or other burial lot on the Property.

(g) Other than Fairfax County's engaging a collection agency to collect the Delinquent Taxes, there are no actions, suits or other proceedings pending against Seller which would have a material adverse effect on the Property or Seller's ability to enter into or perform this Contract.

(h) To Seller's actual knowledge, no hazardous substances or hazardous materials have been released, deposited, stored or placed in, on, under or above the Property during Seller's ownership of the Property or prior to Seller's ownership thereof, and to Seller's knowledge no such hazardous substances or hazardous materials currently exist in, on, under or above the Property such that their existence would violate applicable laws, ordinances, statutes and regulations. As used herein, all references to hazardous materials and raw materials, products or waste of a toxic or hazardous nature shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et. seq.), or under any other federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils or pesticides.

(i) All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Effective Date have been (and on or prior to the Settlement Date will be) paid in full, and on the Settlement Date there shall be no mechanics' liens or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there are any such liens, Seller shall obtain the release of the same on or before the Settlement Date so that Purchaser's owner's policy of title insurance shall contain no exceptions for such liens. However, any bills, claims or liens relating to or arising from Purchaser's pre-Settlement activities on the Property are expressly excluded from the provisions of this representation and warranty. Seller agrees, at Settlement, to execute any affidavits and/or customary agreements which may be required by Purchaser's Title Company in order for Purchaser to obtain from Title Company an owner's policy of title insurance covering the Property without exception for mechanics' liens or rights of parties in possession.

(j) There are no parties in possession of any portion of the Property as lessees, tenants at will or at sufferance, or, to Seller's actual knowledge, trespassers or otherwise.

In the event any of these representations and warranties is untrue or incorrect as of the Settlement Date, Seller shall be in default under this Contract, and Purchaser shall be entitled to the remedies for such default as provided herein.

Purchaser acknowledges that Seller is a resident of New Kensington, Pennsylvania and does not visit the Property on a regular basis and has little knowledge of the physical condition of the Property or any activity on it.

8. Rezoning of the Property and Technical Approval of Site Plan.

(a) Purchaser shall have twenty-four (24) months after the close of the Feasibility Period ("Approval Period") within which to obtain from Fairfax County rezoning of the Property to the R-3, R-4, PDH-3 or PDH-4 district, or such other district as the Purchaser may elect in its sole discretion, and technical approval of a Site Plan for development of the Property with at least thirty (30) townhouse lots (collectively "Zoning and Technical Approval"). The date Purchaser shall be deemed to have obtained Zoning and Technical Approval shall be the date that the Site Plan is forwarded to the Bonds & Agreement Office of the Department of Public Works and Environmental Services of Fairfax County. Obtaining Zoning and Technical Approval shall not include bonding of the Site Plan.

(b) Purchaser shall diligently and in good faith pursue Zoning and Technical Approval within the Approval Period, and it may, although it is not required to, begin to pursue Zoning and Technical Approval during the Feasibility Period. Purchaser shall initially seek approval of as many townhouse lots as it deems reasonably achievable. Seller acknowledges that, prior to submitting a rezoning application, Purchaser may pursue a revision of the Resource Protection Area as it affects the Property. Provided there is no expense to Seller, Seller shall fully cooperate and join in the execution, filing and prosecution of all applications for the Zoning and Technical Approval and any applications for other development approvals, including proffers, affidavits and the like, required in order to induce the Zoning and Technical Approval. If, at any time Purchaser reasonably concludes that it cannot obtain Zoning and Technical Approval upon terms and conditions acceptable to Purchaser, Purchaser may notify Seller of this fact and terminate this Contract, in which case the Deposit would be refunded to Purchaser as provided in Paragraph 8(e), and, if so directed by Seller, Purchaser would execute the documents necessary to permit Seller or its designee to continue to pursue approval of the rezoning application and the site plan.

(c) In the event Purchaser has not obtained Zoning and Technical Approval by the close of the Approval Period, Purchaser shall either terminate this Contract, in which case the Deposit would be refunded to Purchaser; proceed to Settlement under this Contract; or extend the Approval Period by 90 days by paying directly to Seller \$30,000, which shall not be credited against the Purchase Price at Settlement. In the event Purchaser has not obtained Zoning and Technical Approval by the close of the Approval Period as extended under this provision, it shall either terminate this Contract, in which case the Deposit would be refunded to Purchaser as provided in Paragraph 8(e), or proceed to Settlement under this Contract. Should Purchaser elect to proceed to Settlement under this provision after it has obtained the rezoning of the Property, the number of lots used in determining the Purchase Price shall be the number approved with the rezoning, excluding any ADU lots.

(d) Purchaser's obligation to purchase the Property shall be contingent upon its obtaining Zoning and Technical Approval for at least 30 townhouse lots. In the event that Purchaser seeks and obtains approval of fewer than 30 townhouse lots, however, it shall be deemed to have waived this contingency and be obligated to go to Settlement and to pay a purchase price of \$1,725,000.

(e) In the event Purchaser terminates this Contract in accordance with Paragraph 8(b) or 8(c), the portion of the Deposit which Escrow Agent still holds will be refunded to Purchaser, and the portion of the Deposit represented by the amount of the Delinquent Taxes and Real Estate Taxes which Escrow Agent and Purchaser have paid will remain secured by the Deed of Trust and shall be paid to Purchaser on the earlier of the due date set out in the Note or the sale of the Property to a third party. Upon such termination of this Contract, Escrow Agent shall deliver the Note to Purchaser.

9. Settlement.

(a) Settlement on the Property ("Settlement") shall take place at the office of Escrow Agent, which shall act as Settlement Agent. Settlement shall take place fifteen (15) days after Zoning and Technical Approval ("Settlement Date"). In no event, however, shall Settlement occur later than twenty-five (25) months after the last day of the Feasibility Period or, in the event of an extension of the Approval Period under Paragraph 8(c) above, twenty-eight (28) months after the last day of the Feasibility Period.

(b) At Settlement, Seller shall pay the cost of the preparation of the Deed, the grantor tax, and Seller's attorney's fees.

(c) At Settlement, Purchaser shall pay the cost of examination of title, title insurance, all remaining recording fees and taxes, Purchaser's attorney's fees, and all other costs of settlement.

(d) Real estate taxes shall be adjusted as of the Settlement Date, and Purchaser shall receive a credit against the Purchase Price for all Delinquent Taxes and Real Estate Taxes paid prior to the Settlement Date through full credit of the Deposit.

(e) At Settlement, Seller shall execute all documents reasonably requested by Purchaser, Purchaser's title insurance company, or the Settlement Agent, including certification that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and an affidavit that no mechanic's liens have or may be filed against the Property.

(f) Deposit with Settlement Agent of the Purchase Price, the Deed, and such other documents and funds as are required of either party by the terms of this Contract for settlement shall be deemed good and sufficient tender of performance of the terms of this Contract with respect to Settlement.

(g) Possession shall be given to Purchaser at Settlement.

(h) At Settlement the Note shall be returned to Seller and the Release recorded.

10. Default.

(a) In the event Purchaser fails to perform its obligation to settle on the Property as required by the terms and conditions of this Contract and does not so perform within ten (10) days of receiving notice of such failure from Seller, Purchaser shall be in default, and Seller's sole remedy shall be to terminate this Contract and receive the Deposit as liquidated damages and not as a penalty, the parties agreeing that actual damages would be difficult to calculate precisely. In such event the Escrow Agent shall deliver to Seller the balance of the funds comprising the Deposit held by Escrow Agent, Purchaser shall forfeit the Delinquent Taxes and Real Estate Taxes paid comprising the remainder of the Deposit, and Escrow Agent shall return the Note to Seller and record the Release.

(g) In the event Seller fails to settle on the Property as required by the terms and conditions of this Contract and does not do so within ten (10) days of receiving notice of such failure from Purchaser, Seller shall be in default, and Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit and the delivery of the Note from Escrow Agent or to institute against Seller a suit at law or in equity, including a suit for specific performance.

11. Risk of Loss. Until recordation of the Deed, the risk of loss or damage to the Property is assumed by Seller.

12. Condemnation. If, at or prior to Settlement, the Property or any material portion thereof shall be condemned or taken pursuant to any governmental or other power of eminent domain, or if written notice of any such taking or condemnation is issued, or proceedings instituted by any authority having the power of eminent domain, then and in any such event, Seller shall so notify Purchaser and Purchaser shall have the option, within ten (10) days after being given notice, of either: (i) terminating this Contract and having the Deposit refunded to Purchaser in accordance with Paragraph 8(e), or (ii) proceeding to settlement as provided in this Contract with no reduction in the Purchase Price, in which event Purchaser shall receive at Settlement all condemnation awards paid to Seller subsequent to the Effective Date for any part of the Property, together with an absolute assignment of Seller's right and interest as an owner in any unpaid condemnation award to be made with respect to the Property.

13. Notices. Unless otherwise provided herein, all notices and other communications under this Contract shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a nationally recognized overnight carrier service such as FedEx or Overnight Mail, as follows:

Seller: Jean Nader

350 4th Avenue
New Kensington, Pennsylvania 15068-6614

with copy to: Sarah E. Hall, Esquire
Blankingship & Keith, P.C.
4020 University Drive
Suite 300
Fairfax, Virginia 22030

Purchaser: Long Branch Partners, L.L.C.
6715 Little River Turnpike
Suite 100
Annandale, Virginia 23226
Attention: Andy Somerville

with copy to: Bryan H. Guidash, Esquire
Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Prince William, VA 22192

Escrow Agent: Stewart Title and Escrow, Inc.
10505 Judicial Drive, Suite 300
Fairfax, VA 22030
Attn: Mark Fitzgerald

A notice shall be deemed given (a) two (2) business days after the date of posting with the U.S. mail, if sent by certified mail, or (b) one (1) business day after deposit with an overnight courier.

The parties shall be responsible for notifying each other as provided in this Paragraph 13 of any change in address.

14. Assignability. This Contract may be assigned by Purchaser only with the prior written consent of Seller, which consent Seller may grant or deny in her sole discretion; however, Purchaser may assign this Contract to an affiliated entity without receiving the prior written consent of Seller.

15. Interpretation. The paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever herein reference is made to "days" the same shall mean "calendar days" unless "business days", as defined in Paragraph 21 below, is specified.

16. Partial Invalidity. If any term, covenant or condition of this Contract or the application thereof to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provisions to persons or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

17. Governing Law. It is the intention of the parties hereto that this Contract and the rights and liabilities of the parties hereunder shall be governed by the laws of Virginia.

18. Binding Effect. Subject to the provisions of Paragraph 14 above, all of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Purchaser.

19. Real Estate Commission. Each party warrants to the other that no real estate agent or broker has acted for it in connection with this Contract. Each party agrees to indemnify and hold the other harmless against any and all claims for broker's or finder's fees or commissions asserted by any broker or finder claiming through that party.

20. Relationship between Parties. Notwithstanding any other provision of this Contract, nothing contained herein shall be construed as making the parties hereto partners or joint venturers or rendering either liable for any of the debts or obligations of the other. It is the intent of this Contract to create simply the relationship of seller and purchaser with respect to the Property.

21. Weekends and Holidays. Any date specified in this Contract for the performance of an obligation or expiration of a time period which is not a business day shall be extended to the first regular business day thereafter. A business day is defined as any day other than Saturday, Sunday, or a holiday on which the banks in Fairfax County are closed.

22. Recitals. The Recitals to this Contract are hereby made a substantive part hereof.

23. Entire Agreement. This Contract contains the entire agreement between the parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between them, other than as herein set forth. This Contract is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions, negotiations, and undertakings between the parties. This Contract may not be modified orally or in any manner other than by an agreement in writing signed by both the parties or their respective successors in interest.

24. Waivers. Purchaser and Seller each reserve the right to waive any of the terms and conditions of this Contract which benefit the party waiving the same and to purchase and sell the Property in accordance with the terms and conditions of this Contract which have not been so waived. Any such waiver must be in writing signed by the waiving party.

25. Counterparts and Electronic Signatures. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Contract may be signed by facsimile or other electronic transmission of a

party's signature, e.g. by pdf file, and both parties agree such electronic signatures shall be as legally binding on the transmitting party as an original signature.

26. Effective Date. The date upon which the last of the two parties hereto shall execute this Contract shall be referred to herein as the "Effective Date." This date shall be inserted in the heading of this Contract.

WITNESS the following signatures and seals:

SELLER:

Date

JEAN MARY O'CONNELL NADER, (Seal)
Successor Trustee under the Land Trust
Agreement dated October 16, 1992

PURCHASER:

LONG BRANCH PARTNERS, L.L.C.,
a Virginia limited liability company

Date

6/20/2013

By: Edwin W. Lynch, Jr. (SEAL)
Edwin W. Lynch, Jr., Manager

Date

6/20/2013

By: Andrew J. Somerville, III (SEAL)
Andrew J. Somerville, III, Manager

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party's signature, e.g. by pdf file, and both parties agree such electronic signatures shall be as legally binding on the transmitting party as an original signature.

26. Effective Date. The date upon which the last of the two parties hereto shall execute this Contract shall be referred to herein as the "Effective Date." This date shall be inserted in the heading of this Contract.

WITNESS the following signatures and seals:

SELLER:

6-19-13
Date

Jean Marie O'Connell Nader (Seal)
JEAN MARY O'CONNELL NADER,
Successor Trustee under the Land Trust
Agreement dated October 16, 1992

PURCHASER:

LONG BRANCH PARTNERS, L.L.C.,
a Virginia limited liability company

Date

By: _____ (SEAL)
Edwin W. Lynch, Jr., Manager

Date

By: _____ (SEAL)
Andrew J. Somerville, III, Manager

{P0341174.DOC / 1 Long Branch Partners-O'Connell. Franconia Property Contract (06-19-13) 008109 000002}

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**AMENDMENT
TO
REAL ESTATE SALES CONTRACT**

THIS AMENDMENT ("Amendment") to Real Estate Sales Contract is made and entered into as of this 18TH day of September, 2013, by and between JEAN MARY O'CONNELL NADER, Successor Trustee under the Land Trust Agreement dated October 16, 1992 ("Seller"), and LONG BRANCH PARTNERS, L.L.C., a Virginia limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, by Real Estate Sales Contract dated June 20, 2013 (the "Contract"), Seller agreed to sell and Purchaser agreed to purchase real property in Fairfax County, Virginia, more particularly described therein (the "Property"), subject to the terms and conditions set out in the Contract; and

WHEREAS, by this Amendment Seller and Purchaser desire to amend the Contract.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Contract shall be amended as follows:

1. Paragraph 2(a) of the Contract is revised to state in its entirety as follows:

The minimum purchase price for the Property shall be One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000). The Purchase Price to be paid at Settlement shall be calculated as follows: \$1,250,000 + (\$50,000 x (number of townhouse lots for which Purchaser obtains rezoning and site plan approval greater than 25)). For purposes of calculating the purchase price, Purchaser shall not be required to pay Seller for any townhouse lots that are required to be designated as Affordable Dwelling Units ("ADU") by Fairfax County.

2. The first sentence of Paragraph 8(a) for the Contract is revised to state as follows:

Purchase shall have twenty-four (24) months after the close of the Feasibility Period ("Approval Period") within which to obtain from Fairfax County rezoning of the Property to the R-3, R-4, PDH-3 or PDH-4 district, or such other district as the Purchaser may elect in its sole discretion, and technical approval of a Site Plan for development of the Property with at least twenty-five (25) townhouse lots (collectively "Zoning and Technical Approval").

3. The last sentence of Paragraph 8(b) of the Contract is revised to state as follows:

If at any time Purchaser reasonably concludes that it cannot obtain Zoning and Technical Approval and/or appropriate off-site temporary construction and grading easements and permanent slope easements for the construction of a road within the dedicated Thomas Grant Drive between TM 90-4((11)) L and Z, all upon terms and conditions acceptable to Purchaser, Purchaser may notify Seller of this fact and terminate this Contract, in which case the Deposit would be refunded to Purchaser as provided in Paragraph 8(e), and, if so directed by Seller, Purchaser would execute the documents necessary to permit Seller or its designee to continue to pursue approval of the rezoning application and the site plan.

4. Paragraph 8(d) of the Contract is revised to state in its entirety as follows:

Purchaser's obligation to purchase the Property shall be contingent upon its obtaining Zoning and Technical Approval for at least 25 townhouse lots. In the event that Purchaser seeks and obtains approval of fewer than 25 townhouse lots, however, it shall be deemed to have waived this contingency and be obligated to go to Settlement and to pay a purchase price of \$1,250,000.

5. The following sentence shall be added at the end of Paragraph 14 of the Contract:

Without in any way limiting the rights of Seller in the preceding sentence, Seller agrees that it shall convey the Property at Settlement to such party as Purchaser may direct.

6. Except as otherwise provided in this Amendment, the Contract shall remain unchanged and in full force and effect.

WITNESS the following signatures and seals:

SELLER:

Sept 18, 2013
Date

Jean Mary O'Connell (SEAL)
JEAN MARY O'CONNELL NADER

Successor Trustee under the Land Trust

dated October 16, 1992

Agreement

PURCHASER:

LONG BRANCH PARTNERS, L.L.C.,
a Virginia limited liability company

_____, 2013
[SEAL]
Date

By: _____
Edwin L. Lynch, Jr., Manager

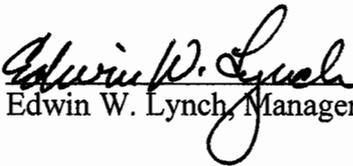
_____, 2013
[SEAL]
Date

By: _____
Andrew J. Somerville, III, Manager

PURCHASER:

LONG BRANCH PARTNERS, L.L.C.,
a Virginia limited liability company

Date 9/18, 2013

By:  [SEAL]
Edwin W. Lynch, Manager

Date 9/18, 2013

By:  [SEAL]
Andrew J. Somerville, III, Manager