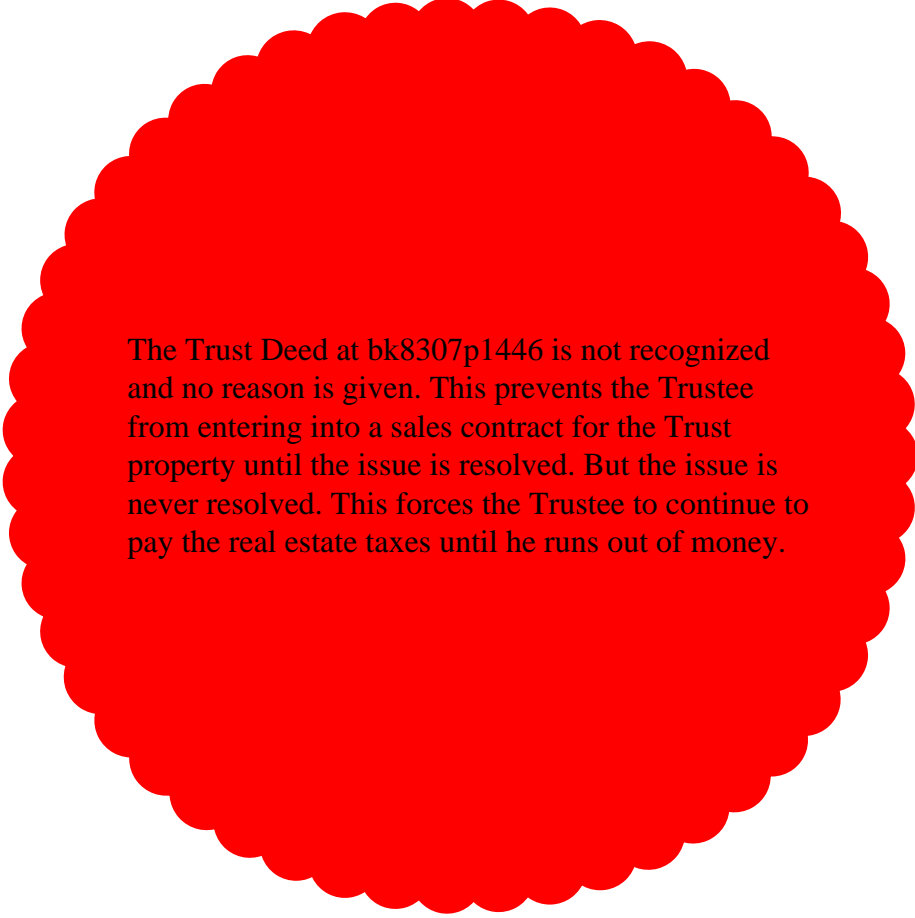


Trust Deed



The Trust Deed at bk8307p1446 is not recognized and no reason is given. This prevents the Trustee from entering into a sales contract for the Trust property until the issue is resolved. But the issue is never resolved. This forces the Trustee to continue to pay the real estate taxes until he runs out of money.

92-198838

1

77:2

82 1002661

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

This 1992 deed supersedes
the 1975 will.

DEED IN TRUST UNDER
LAND TRUST AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

BK8307 1446

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

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

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

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

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

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

WITNESS the following signatures and seals:

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

Howard Nader (SEAL)
Howard Nader

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

Pierre Shevchell (SEAL)
Pierre Shevchell

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

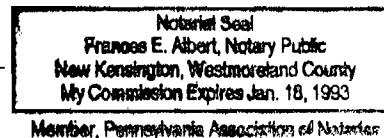
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

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

Frances E. Albert
Notary Public

My Commission expires: _____

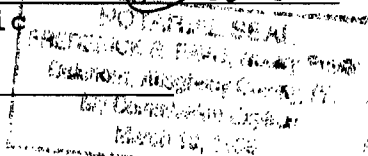


STATE OF Pennsylvania
COUNTY OF Allegheny, to wit:

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

Frances E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

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

Sheila M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

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

Sheila M. Sheen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

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

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

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

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

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

BK8307 1451

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

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

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

Joseph Berry

With plat attached

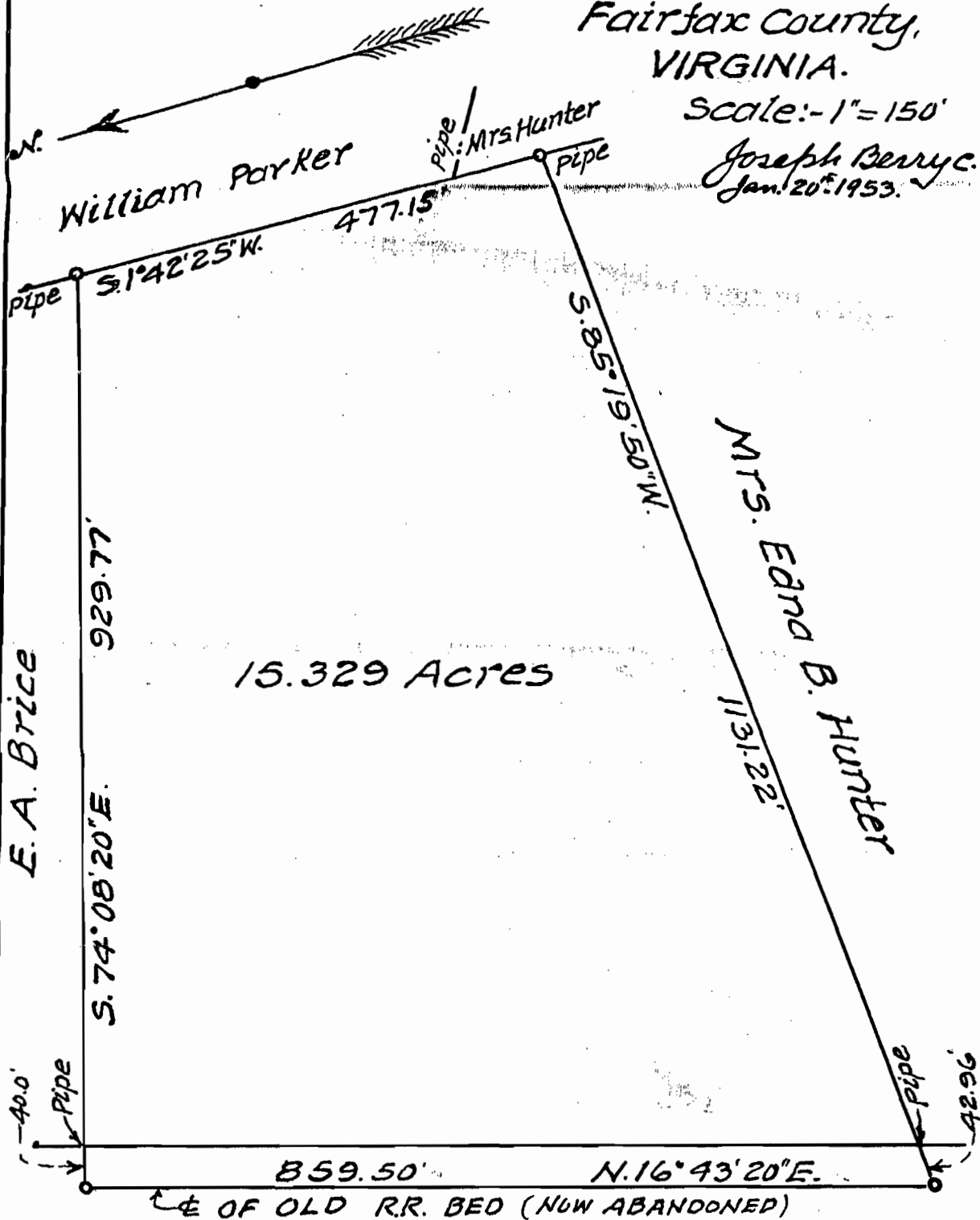
OCT 23 1992

RECORDED FAIRFAX CO VA
TESTE: *[Signature]*
CLERK

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

Scale: - 1" = 150'

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



2

Anthony O'Connell
439 South Vista Del Rio
Green Valley, Arizona 85614
September 2, 2014

Edward W. Lynch, Jr.
Long Branch Partners, L. L. C.
6715 Little River Turnpike
Suite 100
Annandale, Virginia 22030

Reference:

Your June 20, 2013, sales contract with "Jean Mary O'Connell Nader"

Dear Bill:

Why do you not recognize the October 16, 1992 Deed at Bk8307p1446? Why do you think our trusting sister Jean Nader has the legal capacity to contract?

If you think this deed should not be recognized please tell me why. Ed Prichard, the same Ed Prichard that your family trusted and used, prepared this deed.

Please send me a copy of your title commitment and give me your email address. Why the secrecy?

Thank you.

Sincerely,

Anthony O'Connell, Trustee
Anthony O'Connell, Trustee

No response

3

Anthony O'Connell
439 South Vista Del Rio
Green Valley, Arizona 85614
September 24, 2014

Jean Mary O'Connell Nader
350 Fourth Avenue
New Kensington, PA 15068

Reference: Your June 20, 2013, sales contract with Long Branch Partners, L. L. C.

Dear Jean,

Mother did not want money to disappear from her Estate or her family destroyed to cover it up. You were not supposed to be used by the accountants to make her money disappear and to destroy her family to cover it up.

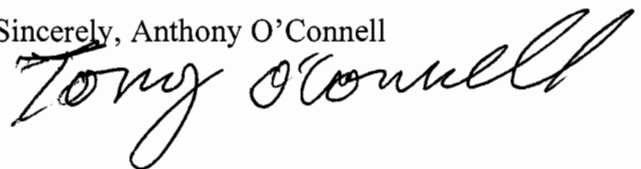
If you do your homework on the Summons-Complaint against me you were led to sign you would see that none of the accusations are true. Think - have you have been used to destroy me for my trying to expose the accounting at bk467p191? You as co-executer are actually the one who is supposed to expose bk467p191. Have the accountants made you too afraid to try? For example, where did the approximately \$545,820 cash payment to the Estate on April 21, 1992, go? Why wasn't this recorded in the accounting that they had you sign?

A copy of the first page of the **Trust Deed at bk8307p1446** is enclosed. The complete Trust Deed can be printed out from my web sites if you don't already have a copy. Please do your homework and learn what this Trust Deed means.

Have you been led to sign a sales contract when you had no legal capacity to contract? When this no legal capacity to contract is "discovered", will Jean O'Connell's family be made to appear at fault rather than those who led you to do it? Will they get you to blame me for it? Please do your homework and think.

Please send me a copy of the current Commitment for Title Insurance, by Long Branch Partners, L. L. C., and any related documents. Secrecy is fatal to the family and essential to the accountants. Please do your homework and think.

Sincerely, Anthony O'Connell



Enclosure: Copy of the first page of the Trust Deed at bk8307p1446

No response

Certified mail-return receipt requested 7012 2920 0000 3117 9792

4

Anthony O'Connell
439 South Vista Del Rio
Green Valley, Arizona 85614
October 4, 2014

Sheila Ann O'Connell
633 Granite Street
Freeport, Maine 04032

Our sister Sheila Ann O'Connell died on October 24, 2014.
It is a tragedy that she never got her share of the proceeds from a sale of
the Trust property because of the obstacles planted before the Trustee.
Such as never recognizing the Trust Deed and never saying why.

Dear Sheila,

I hope you are doing well. Could I get you to do two things?

- (1) A copy of the first page of the **1992 Trust Deed at bk8307p1446** is enclosed. The complete Trust Deed can be printed out from my web sites if you don't already have a copy. Please learn what this Trust Deed means and think.
- (2) The January 25, 2013, Order signed by Chief Judge Dennis J. Smith (?) says, in part:

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

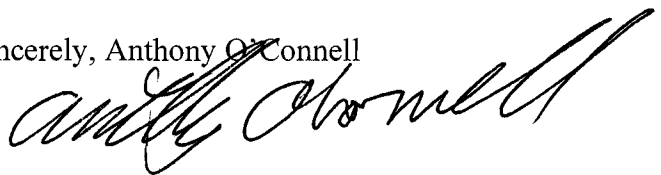
IT APPEARING TO THE COURT as follows:

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 Aim O'Connell, agrees with the facts set forth in the Complaint and the relief requested by Plaintiff.**

Please send me a copy of the documentation for the text in bold and any related material.

Sincerely, Anthony O'Connell



Enclosure: Copy of the first page of the 1992 Trust Deed at bk8307p1446

5

Anthony O'Connell
439 S Vista Del Rio
Green Valley, AZ 85614
January 5, 2014

Correction: Should be
January 5, 2015

Reference: 1992 Deed at bk8307p1446

To the Honorable Judges of the Nineteenth Judicial Circuit Court of Fairfax County,
Virginia:

The Honorable Dennis J. Smith
The Honorable Jane Marum Roush
The Honorable Randy I. Bellows
The Honorable Charles J. Maxfield
The Honorable Bruce D. White
The Honorable Robert J. Smith
The Honorable David S. Schell
The Honorable Jan L. Brodie
The Honorable Lorraine Nordlund
The Honorable Brett A. Kassabian
The Honorable Michael F. Devine
The Honorable John M. Tran
The Honorable Grace Burke Carroll

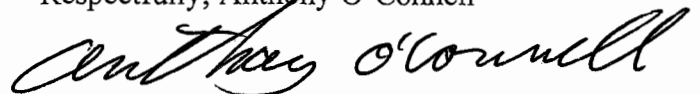
4110 Chain Bridge Road
Fairfax, Virginia 20030 – 4009

Dear Honorable Judges of the Nineteenth Judicial Circuit Court:

Please tell me if you recognize the enclosed 1992 Deed as a deed. Please give a "Yes" or a "No" so that all concerned can rely upon a clear and accountable position. If "No", please explain why.

Necessity makes me ask this.

Respectfully, Anthony O'Connell



Enclosure: 1992 Deed at bk8307p1446 (first two pages)



Anthony OConnell <anthonymineroconnell@gmail.com>

The Amy - Andrew - James generation and the 1992 Trust Deed

2 messages

Anthony OConnell <anthonymineroconnell@gmail.com>

Wed, Feb 4, 2015 at 3:45 PM

To: Andrew O'Connell-Shevenell <aoconnellshevenell@gmail.com>, Amy Johnson <natron36@hotmail.com>, Pierre Shevenell <pierreshevenell@yahoo.com>, "James E. Tierney" <moulinavent@maine.rr.com>

Dear Amy, Andrew, James and Pierre,

How are you?

I'm meeting my daughter Kate Simmons in New Orleans for a week. She's there for a convention.

History suggests that the accounting fraud I've been telling you about will continue into the Amy - Andrew generation unless the accountants and their collaborators are stopped from using Jean Nader or another trusting family member as unwitting cover. They want me out and Jean Nader in because I try to expose the accounting and Jean Nader won't. They use Jean to stop me from exposing the accounting.

I believe the latest setup is to make our family appear responsible for making the attached Deed disappear or something equivalent to disappear. I base this on the illegal sales contract Jean signed for the Trust property that doesn't mention the Deed for the Trust property. Not mentioning the Trust Deed in a sales contract for the Trust property creates a conflict and the conflict is planted in our family, between Jean and I, rather than in the Court where it belongs.

The attached Trust Deed is a good deed, History suggest the B&K law firm will lead Jean to sign something saying it isn't and I will say it is. History suggests that those in control will jerk Jean and I around over this conflict for as long as they want. I believe, after twenty years, that Jean will never, never, never, recognize that she is being used to make money disappear.

If the Court doesn't recognize this Deed the Court should say why. I ask you to help me put the accountability back in the Court. I ask you to write Chief Judge Dennis J. Smith and ask him what I asked the Judges on January 5, 2015, and send a copy to me:


"Please tell me if you recognize the enclosed 1992 Deed as a deed. Please give a "Yes" or a "No" so that all concerned can rely upon a clear and accountable position" If "No" please explain why."
(See page 4 of the attachment "ask-judge6p")

My best guess of how this would play out is (1) you will not get a response from Judge Smith, (2) the B&K law firm will pressure Jean Nader to stop family members from writing Judge Smith, and Jean will ask you to stop, and it's you against Jean, it looks like 'another conflict in our family.

Secrecy is fatal. Look at the evidence. <http://www.removehthesecrecy.com> Money is not supposed to disappear. Stop Jean from being used. Drop the "oh they wouldn't do that much less get away with it" assumptions.

Love, Tony

2 attachments

 deed8p.pdf
185K



NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

Fairfax County Courthouse
4110 Chain Bridge Road
Fairfax, Virginia 22030-4009

703-246-2221 • Fax: 703-246-5496 • TDD: 703-352-4139

DENNIS J. SMITH, CHIEF JUDGE
JANE MARUM ROUSH
RANDY I. BELLOWES
BRUCE D. WHITE
ROBERT J. SMITH
DAVID S. SCHELL
JAN L. BRODIE
LORRAINE NORDLUND
BRETT A. KASSABIAN
MICHAEL F. DEVINE
JOHN M. TRAN
GRACE BURKE CARROLL
DANIEL E. ORTIZ
JUDGES

COUNTY OF FAIRFAX

CITY OF FAIRFAX

7

BARNARD F. JENNINGS
THOMAS A. FORTKORT
RICHARD J. JAMBORSKY
JACK B. STEVENS
J. HOWE BROWN
F. BRUCE BACH
M. LANGHORNE KEITH
ARTHUR B. VIEREGG
KATHLEEN H. MACKAY
ROBERT W. WOOLDRIDGE, JR.
MICHAEL P. McWEENY
GAYLORD L. FINCH, JR.
STANLEY P. KLEIN
LESLIE M. ALDEN
MARCUS D. WILLIAMS
JONATHAN C. THACHER
CHARLES J. MAXFIELD
RETIRED JUDGES

February 11, 2015

My last letter to the Judges was mailed on January 5, 2015. I received this reply from Chief Judge Smith on February 23, 2015

Anthony O'Connell
439 S Vista Del Rio
Green Valley, AZ 85614

This document is the 1992 Deed at bk467p191 which shows that "ANTHONY MINER O'CONNELL, TRUSTEE, " owns the property in fee simple.

Dear Mr. O'Connell:

We received your letter of January 5, 2014. I am sure the year was simply a typographical error as the letter was just received. Your request for an opinion regarding an enclosed document is not made in the context of any pending matter in the Fairfax Circuit Court. Furthermore, even if it was, sending a letter to judges does not constitute the filing of pleadings as pleadings are filed with the Clerk of Court.

A request for an opinion or ruling by a judge not properly made in a pending case requests an advisory opinion. Judges "will consider, sua sponte, whether a decision would be an advisory opinion, because we do not have the power to render a judgment that is only advisory." *Charlottesville Operators Ass'n v. Albemarle Cnty.*, 285 Va. 87, 99-100, 737 S.E.2d 1, 14 (2013); see also *Martin v. Zihler*, 269 Va. 35, 40, 607 S.E.2d 367, 369 (2005).

Accordingly, on behalf of our entire court, we decline your request for an opinion.

Respectfully yours,

Dennis J. Smith,
Chief Judge, 19th Judicial Circuit of Virginia

Does Judge Dennis J. Smith recognize the 1992 Deed at bk8307p1446 which shows that "ANTHONY MINER O'CONNELL, TRUSTEE, " owns the property in fee simple. Can we get a "yes" or a "no" so all concerned can rely upon a clear and accountable position?

Certified Mail Receipt 7012 2920 0000 3117 9808

8

Anthony O'Connell, Trustee
439 S. Vista del Rio
Green Valley, Arizona 85614
February 25, 2015
anthonymineroconnell@gmail.com

Chief Judge Dennis J. Smith
Nineteenth Judicial Circuit of Virginia
Fairfax County Court House
4110 Chain Bridge Road
Fairfax, Virginia 22030-4009

Reference:

Re: Why is the 1992 Trust Deed at bk8307p1446 not recognized?

The Honorable Chief Judge Dennis J. Smith:

Please tell me why the 1992 Trust Deed at bk8307p1446 ,which shows that the Grantee, Anthony Miner O'Connell, Trustee, owns the Trust property in fee simple, is not recognized.

Sincerely,



Anthony Miner O'Connell

No response



Anthony OConnell <anthonymineroconnell@gmail.com>

Application No. RZ/FDP 2014-LE-008

6 messages

Anthony OConnell <anthonymineroconnell@gmail.com>

Fri, Feb 27, 2015 at 3:36 AM

To: barbara.berlin@fairfaxcounty.gov


Dear Barbara Berlin:

Please tell me why you do not recognize the 1992 Trust Deed at bk8703p1446 that shows that "Anthony Miner O'Connell, Trustee" is the Grantee and owner in fee simple of the Trust property.

Thank you.

Sincerely,

Anthony Miner O'Connell

 **deed8p.pdf**
185K

Berlin, Barbara C. <Barbara.Berlin@fairfaxcounty.gov>

Fri, Feb 27, 2015 at 6:20 AM

To: Anthony OConnell <anthonymineroconnell@gmail.com>

Dear Mr. O'Connell:

We will investigate this matter and respond.

Sincerely,

Barbara Berlin

Barbara C. Berlin, AICP

Director, Zoning Evaluation

Fairfax County Department of Planning and Zoning

12055 Government Center Parkway

Fairfax, Virginia 22035-5505

[703-324-1227](tel:703-324-1227) (direct)

[703-324-1290](tel:703-324-1290) (general)

[571-279-4313](tel:571-279-4313) (cell)

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]

Sent: Friday, February 27, 2015 5:37 AM

To: Berlin, Barbara C.

Subject: Application No. RZ/FDP 2014-LE-008

[Quoted text hidden]

Anthony OConnell <anthonymineroconnell@gmail.com>
To: "Berlin, Barbara C." <Barbara.Berlin@fairfaxcounty.gov>

Fri, Feb 27, 2015 at 6:32 AM

Dear Barbara Berlin:

Thank you for your reply.

This web site addresses the 1992 Deed for parcel 0094 01 0017. <http://www.book8307page1446deed.com>

Sincerely, Anthony O'Connell

[Quoted text hidden]

Berlin, Barbara C. <Barbara.Berlin@fairfaxcounty.gov>
To: Anthony OConnell <anthonymineroconnell@gmail.com>

Fri, Feb 27, 2015 at 11:27 AM

Mr. O'Connell:

9

I have received information confirming that Jean Nader is the trustee for the land trust, and that RZ/FDP 2014-LE-008 was filed correctly. If you have further questions about this matter, please consult with your attorney. ?

Sincerely,

The question is why is the 1992 Deed at bk8307p1446, which shows that "ANTHONY MINER O'CONNELL, Trustee," owns the property in fee simple, not recognized? Can we prevent this from being covered with confusion and conflict?

Barbara Berlin

Barbara C. Berlin, AICP

Director, Zoning Evaluation

Fairfax County Department of Planning and Zoning

12055 Government Center Parkway

Fairfax, Virginia 22035-5505

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]
Sent: Friday, February 27, 2015 8:33 AM
To: Berlin, Barbara C.
Subject: Re: Application No. RZ/FDP 2014-LE-008

[Quoted text hidden]

Anthony OConnell <anthonymineroconnell@gmail.com>
To: "Berlin, Barbara C." <Barbara.Berlin@fairfaxcounty.gov>

Fri, Feb 27, 2015 at 12:37 PM

Dear Barbara Berlin:

Please don't cover this up. Please show the document trail from the 1992 Trust Deed at bk8703p1446 to the present.

Thank you.

Sincerely,

Anthony Miner O'Connell

[Quoted text hidden]

Berlin, Barbara C. <Barbara.Berlin@fairfaxcounty.gov>
To: Anthony OConnell <anthonymineroconnell@gmail.com>

Fri, Feb 27, 2015 at 12:51 PM

Mr. O'Connell:

The document is attached.

Barbara C. Berlin, AICP

Director, Zoning Evaluation

Fairfax County Department of Planning and Zoning

12055 Government Center Parkway

Fairfax, Virginia 22035-5505

[703-324-1227](tel:703-324-1227) (direct)


[703-324-1290](tel:703-324-1290) (general)

[571-279-4313](tel:571-279-4313) (cell)

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]
Sent: Friday, February 27, 2015 2:38 PM

[Quoted text hidden]

[Quoted text hidden]

 **2015_02_27_12_49_53.pdf**
482K

This attachment is the January 25, 2013,
order signed by Chief Judge Smith
(Next page)

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.

9enc

Case No. 2012-13064

This is the attachment
"2015-02-27-12-49-53.pdf"
482k

Please ask Chief Judge Dennis J. Smith
to explain why he does not recognize
the 1992 Deed at bk8307p1446.

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."

This is not true. Please see my responses at "<http://www.chiefjudgesmith.com/responses.html>"
Copies of the 1992 Deed at bk8307p1446 (at least the first two pages) were included in my responses:

" (14) <http://www.chiefjudgesmith.com/usps9-26-2/trust-deed-invisible175p.pdf> "

" (15) <http://www.chiefjudgesmith.com/usps9-26-2/trust-documents42p.pdf> "

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^{DOJ}, to be paid from the Land Trust at such time as funds become available.

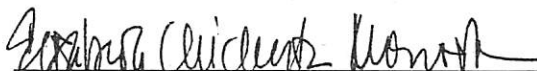
ENTERED this 25th day of January, 2013.


JUDGE


I ASK FOR THIS:

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

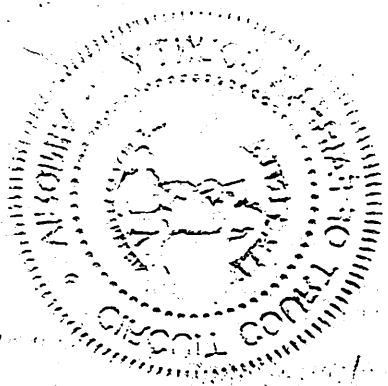
By:


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:  Krishna Venkatesh
Deputy Clerk

Date: 1-25-2013
Original retained in the office of
the Clerk of the Circuit Court of
Fairfax County, Virginia



**10**

Anthony OConnell <anthonymineroconnell@gmail.com>

Rezoning application RZ/FDP 2014-LE-008. 124854F. Invisible 1992 Deed at book8307page1446

4 messages

Anthony OConnell <anthonymineroconnell@gmail.com>

Tue, Mar 3, 2015 at 11:25 AM

To: aimee.holleb@fairfaxcounty.gov, brian.williams@fairfaxcounty.gov, "Catherine M. Hudgins" <hntmill@fairfaxcounty.gov>, christopher.giese@fairfaxcounty.gov, dan.rom@fairfaxcounty.gov, david.bobzien@fairfaxcounty.gov, domenico.scavazzo@fairfaxcounty.gov, elizabeth.cronauer@fairfaxcounty.gov, "Gerald W. Hyland" <mtvernon@fairfaxcounty.gov>, jack.weyant@fairfaxcounty.gov, james.collin@fairfaxcounty.gov, Jeffrey C McKay <leedist@fairfaxcounty.gov>, jo.groves@fairfaxcounty.gov, "John C. Cook" <braddock@fairfaxcounty.gov>, "John W. Foust" <dranesville@fairfaxcounty.gov>, "Linda Q. Smyth" <provdist@fairfaxcounty.gov>, liz.crowell@fairfaxcounty.gov, "Michael R. Frey" <sully@fairfaxcounty.gov>, michael.atta@fairfaxcounty.gov, michael.davis@fairfaxcounty.gov, Pat Herrity <springfield@fairfaxcounty.gov>, "Penelope A. Gross" <mason@fairfaxcounty.gov>, raymond.morrogh@fairfaxcounty.gov, robert.scheller@fairfaxcounty.gov, samantha.wangsgard@fairfaxcounty.gov, sandy.stallman@fairfaxcounty.gov, sharad.regmi@fairfaxcounty.gov, Sharon Bulova Chairman <chairman@fairfaxcounty.gov>, tony.castrill@fairfaxcounty.gov, traci.goldberg@fairfaxcounty.gov

Dear Fairfax County Department of Planning and Zoning, Board of Supervisors, and others:

The Staff Report for RZ/FDP 2014-LE-008 is incorrect. Our trusting sister Jean Mary O'Connell Nader does not own this property (parcel 0094 01 0017). She is being used.


Please explain why the 1992 Deed at book 8307 page 1446, which shows that "ANTHONY MINER O'CONNELL, Trustee", owns parcel 0094 01 0017 in fee simple, is not recognized?

How could it happen that this Deed which has been in the public record for more than twenty-two years, continues to remain unrecognized? How can this happen? <http://www.book8307page1446deed.com>

Please ask Chief Judge Dennis J. Smith why he does not recognize this Deed.

I understand that tomorrow, March 4, 2015, there is a hearing on rezoning parcel 0094 01 0017. I live in Arizona and can't be there. Please have this Deed recognized at the hearing.

Sincerely, Anthony Miner O'Connell

4 attachments **staff-report3p.pdf**
59K **deed10p.pdf**
223K **invisible-deed22p.pdf**
931K **lynch-contract19p.pdf**
339K

"My suggestion is to ignore or block the emails from Mr. O'Connell"
(Jack Weyant, P&Z, March 3, 2015)

chairman@fairfaxcounty.gov <chairman@fairfaxcounty.gov>

Tue, Mar 3, 2015 at 11:26 AM

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

In the event of an emergency, dial 911 to request ambulance, fire, or police response.

Thanks so much for your message.

Please visit the VDOT website to check the status of plowing in your neighborhood: <http://www.vdotplows.org/>. Plows will begin moving when 2 inches of snow have fallen. If you would like to contact VDOT directly, please call 800-367-7623 or email novainfo@vdot.virginia.gov.

For assistance with electricity and/or gas, please call:

Dominion: 1-866-DOM-HELP

NOVEC: 703-335-0500

Washington Gas: 703-750-1000

Chairman Bulova welcomes your comments, suggestions and questions. Please be assured that I will share your message with her. If you are requesting information or assistance, Chairman Bulova or a member of her staff will contact you.

If you have additional comments, please address them in a new email sent to chairman@fairfaxcounty.gov rather than responding back to this email.

Sincerely,

Clayton Medford

Chief of Staff to Chairman Sharon Bulova
FFX Directed Response

Please ask Chief Judge Dennis J. Smith to explain why he does not recognize the 1992 Deed at bk8307p1446.

Weyant, Jack W. <Jack.Weyant@fairfaxcounty.gov>

Tue, Mar 3, 2015 at 12:54 PM

To: Anthony OConnell <anthonymineroconnell@gmail.com>, "aimee.holleb@fairfaxcounty.gov" <aimee.holleb@fairfaxcounty.gov>, "Williams, Brian H." <Brian.Williams@fairfaxcounty.gov>, Hunter Mill BOS Email <HunterMillBOSEmail@fairfaxcounty.gov>, "christopher.giese@fairfaxcounty.gov" <christopher.giese@fairfaxcounty.gov>, "dan.rom@fairfaxcounty.gov" <dan.rom@fairfaxcounty.gov>, "Bobzien, David P." <David.Bobzien@fairfaxcounty.gov>, "domenic.scavazzo@fairfaxcounty.gov" <domenic.scavazzo@fairfaxcounty.gov>, "Cronauer, Elizabeth Z." <Elizabeth.Cronauer@fairfaxcounty.gov>, "Mt. Vernon BOS Email" <Mt.VernonBOSEmail@fairfaxcounty.gov>, "james.collin@fairfaxcounty.gov" <james.collin@fairfaxcounty.gov>, Leedist BOS Email <LeedistBOSEmail@fairfaxcounty.gov>, "Groves, Jo Ellen" <Jo.Groves@fairfaxcounty.gov>, Braddock BOS Email <BraddockBOSEmail@fairfaxcounty.gov>, Dranesville BOS Email <DranesvilleBOSEmail@fairfaxcounty.gov>, Provdist BOS Email <ProvdistBOSEmail@fairfaxcounty.gov>, "liz.crowell@fairfaxcounty.gov" <liz.crowell@fairfaxcounty.gov>, "Sully District Michael R. Frey" <SullyDistrictMichaelR.Frey@fairfaxcounty.gov>, "michael.atta@fairfaxcounty.gov" <michael.atta@fairfaxcounty.gov>, "Davis, Michael A." <Michael.Davis@fairfaxcounty.gov>, Springfield BOS Email <springfieldbosemail@fairfaxcounty.gov>, Mason BOS Email <Mason@fairfaxcounty.gov>, "raymond.morrogh@fairfaxcounty.gov" <raymond.morrogh@fairfaxcounty.gov>, "robert.scheller@fairfaxcounty.gov" <robert.scheller@fairfaxcounty.gov>, "Wangsgard, Samantha" <Samantha.Wangsgard@fairfaxcounty.gov>, "sandy.stallman@fairfaxcounty.gov" <sandy.stallman@fairfaxcounty.gov>, "Regmi, Sharad" <Sharad.Regmi@fairfaxcounty.gov>, Chairman <Chairman@fairfaxcounty.gov>, "tony.castrill@fairfaxcounty.gov" <tony.castrill@fairfaxcounty.gov>, "traci.goldberg@fairfaxcounty.gov" <traci.goldberg@fairfaxcounty.gov>

I have been receiving several emails from this person so I contacted Bill Lynch, one of the partners who is purchasing the O'Connell Property for development. Mr. Lynch indicated to me that Mr. Anthony O'Connell had previously been removed from the trustee ownership of the property and that he is not, and has not, been an owner with whom they have been dealing during the purchase of the property. Mr. Lynch indicated that Mr. O'Connell has also been sending a lot of email to him and to anybody else whose email address he can obtain,

which is evidenced by the email chain below. That email chain includes any County staff member who has been involved in the project from site reviewers to geotechnical engineers to our GRB members, and so on. My suggestion is to ignore or block the emails from Mr. O'Connell.

Jack Weyant

From: Anthony OConnell [mailto:anthonymineroconnell@gmail.com]

Sent: Tuesday, March 03, 2015 1:26 PM

To: aimee.holleb@fairfaxcounty.gov; Williams, Brian H.; Hunter Mill BOS Email; christopher.giese@fairfaxcounty.gov; dan.rom@fairfaxcounty.gov; Bobzien, David P.; domenic.scavazzo@fairfaxcounty.gov; Cronauer, Elizabeth Z.; Mt. Vernon BOS Email; Weyant, Jack W.; james.collin@fairfaxcounty.gov; Leedist BOS Email; Groves, Jo Ellen; Braddock BOS Email; Dranesville BOS Email; Provdist BOS Email; liz.crowell@fairfaxcounty.gov; Sully District Michael R. Frey; michael.atta@fairfaxcounty.gov; Davis, Michael A.; Springfield BOS Email; Mason BOS Email; raymond.morrogh@fairfaxcounty.gov; robert.scheller@fairfaxcounty.gov; Wangsgard, Samantha; sandy.stallman@fairfaxcounty.gov; Regmi, Sharad; Chairman; tony.castrill@fairfaxcounty.gov; traci.goldberg@fairfaxcounty.gov

Subject: Rezoning application RZ/FDP 2014-LE-008. 124854F. Invisible 1992 Deed at book8307page1446

[Quoted text hidden]

Anthony OConnell <anthonymineroconnell@gmail.com>

Thu, Mar 5, 2015 at 8:20 AM

To: "Weyant, Jack W." <Jack.Weyant@fairfaxcounty.gov>

Do character assassinations and blocking communications trump the 1992 Deed at bk8307p1446?

"DEED IN TRUST UNDER LAND TRUST AGREEMENT

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

W I T N E S S E T H:

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

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

Full power and authority is hereby granted to the Trustee and their successors and assigns to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for and rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof. No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any

purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the authority, necessity of expediency of any act of any Trustee, or (d) be privileged to inquire in to any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming and right, title or interest thereunder; (a) that at the time of the delivery thereof this trust was in full force and effect, (b) that such instrument was executed in accordance with the trusts, terms and conditions hereof and of the Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of his, its or their predecessor in trust.

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

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

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


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

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

Would Mr. Weyant explain why this 1992 Deed at bk8307p1446 should not be recognized?

Anthony Miner O'Connell

[Quoted text hidden]

 **deed10p.pdf**
223K