



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

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" <hntrmill@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.veyant@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

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](mailto: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](mailto: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](mailto:anthonymineroconnell@gmail.com)]

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

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

Thu, Mar 5, 2015 at 8:20 AM

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 there of.

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