

deed19p (deed+19p)

**MCGUIREWOODS
BATTLE & BOOTHE**

1

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

3950 Chain Bridge Road
Fairfax, VA 22030

8280 Greensboro Drive
Suite 900
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000
Fax: (703) 712-5050

November 15, 1991

World Trade Center
Norfolk, VA 23510

One James Center
Richmond, VA 23219

137 York Street
Williamsburg, VA 23185

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

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

Re: Land Trust Agreement for approximately 15 acres of land located
in Fairfax County, Virginia, known as Accotink

Dear Mr. O'Connell:

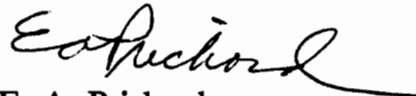
Enclosed for your review please find drafts of the following:

1. Deed in Trust Under Land Trust Agreement;
2. Power of Attorney; and
3. Land Trust Agreement.

When reviewing these documents, we would appreciate your specifically verifying that the ownership percentages set forth on page 12 of the Land Trust Agreement are accurate. Additionally, since we noticed a discrepancy between the way your sister Sheila's last name was spelled in your letter to me of October 23 and in your mother's will, we would like you to verify which spelling is accurate.

Please call me once you have had an opportunity to review the enclosed.

Sincerely yours,



E. A. Prichard

EAP/RAH/slw
Enclosures

You have to recognise a deed when you see it.

92-198838

77:2 82 1002661

2

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

Why is this deed ignored? Why, in 23 years, has no authority in Virginia recognized this Deed for Accotink (parcel 0904-01-0017 in Fairfax County) or said why it should not be recognized? Why the secrecy?

DEED IN TRUST UNDER LAND TRUST AGREEMENT

This 1992 deed supersedes the 1975 will.

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

WITNESSETH:

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

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

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

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this trust have been complied with, (c) to inquire into the

Why, in 22 years, has no authority in Virginia recognized this Deed for Accotink (parcel 0904-01-0017 in Fairfax County) or said why it should not be recognized? Why the secrecy? Why shut me out?

any Trustee, or terms of the Trust instrument executed 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 FRANCESIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK8307 1446

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

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

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

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

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

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

WITNESS the following signatures and seals:

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

Howard Nader (SEAL)
Howard Nader

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

Pierre Shevanel (SEAL)
Pierre Shevanel

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

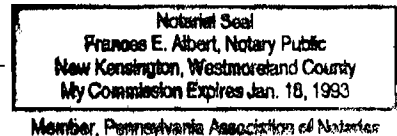
Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee
Under the Last Will and Testament of
Harold A. O'Connell

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

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

Francis E. Albert
Notary Public

My Commission expires: _____

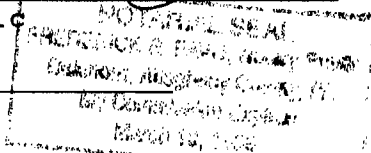


STATE OF Pennsylvania
COUNTY OF Washington, to wit:

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

Francis E. Albert
Notary Public

My Commission expires: 3-10-95



STATE OF Maine
COUNTY OF Cumberland, to wit:

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

Emerson M. Allen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF Maine
COUNTY OF Cumberland, to wit:

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

Emerson M. Allen
Notary Public

My Commission expires: Sept 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

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

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

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

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

Exhibit A

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

BK8307 1451

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

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

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

Joseph Berry

With plat attached

OCT 23 1992

RECORDED FAIRFAX CO VA

TESTE:

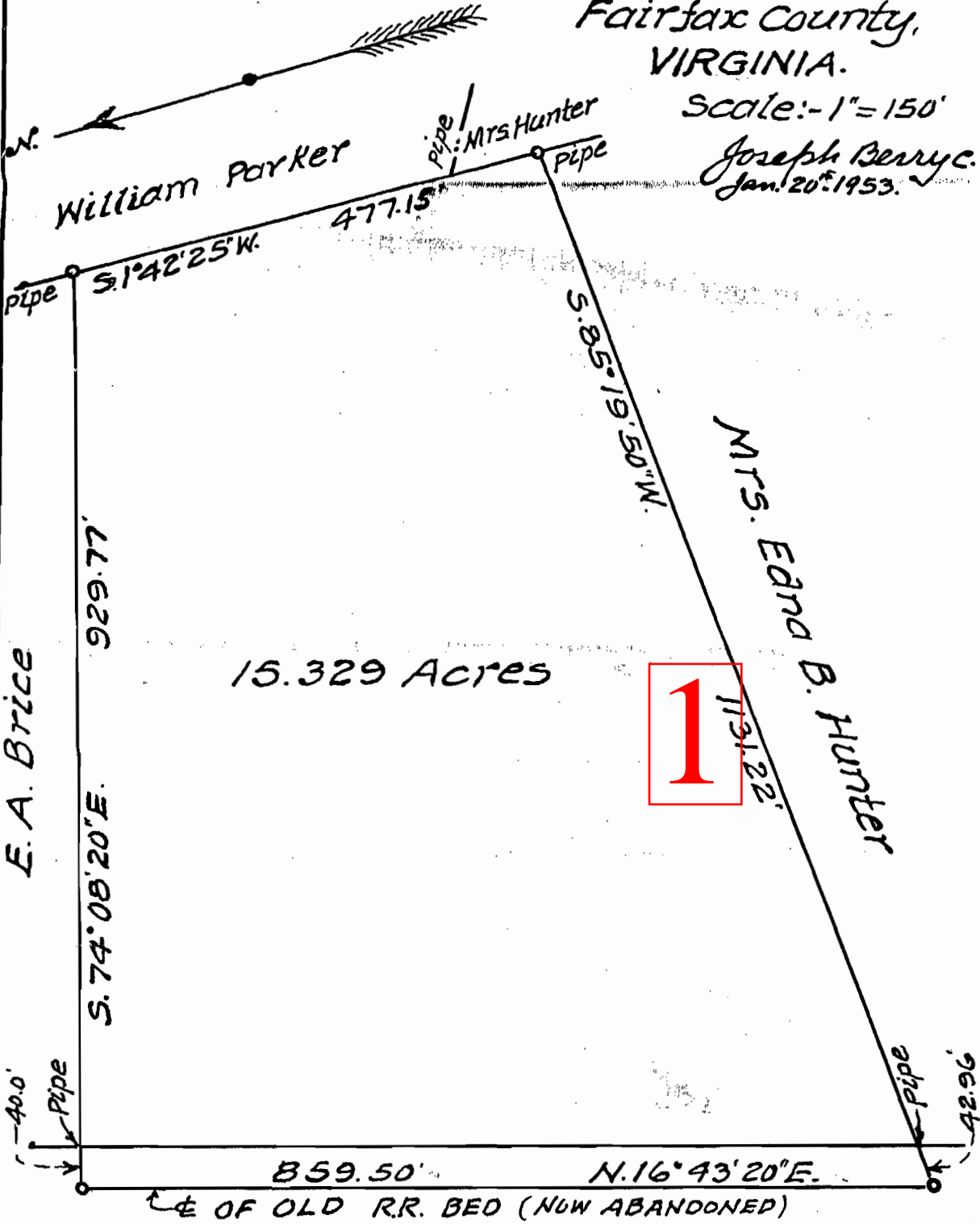
J. Berry
CLERK

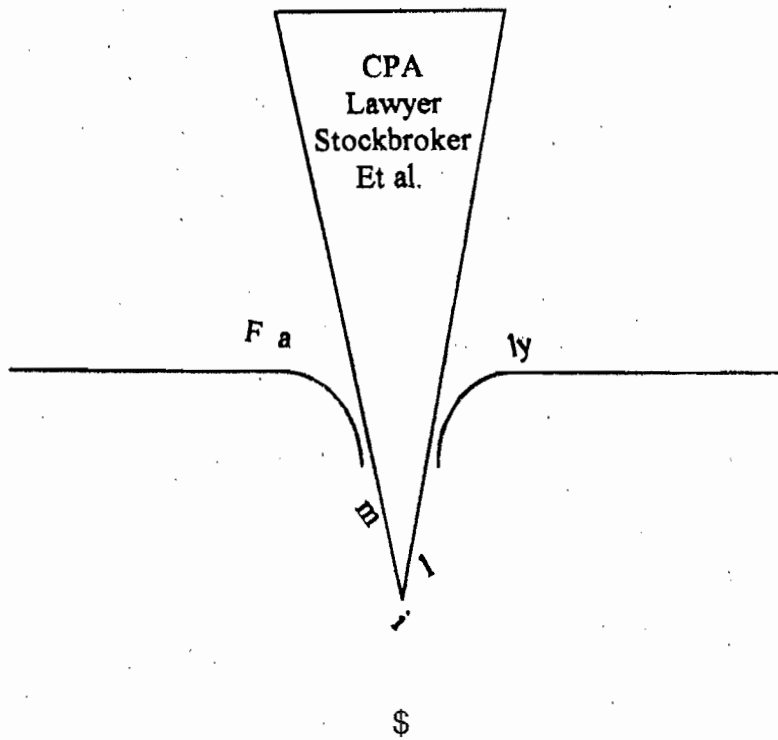
Last page of Deed

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

Scale: - 1" = 150'

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





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

Correction: Date 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

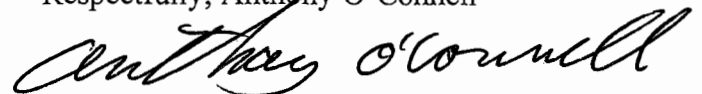
4110 Chain Bridge Road
Fairfax, Virginia 20030 – 4009

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)



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

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DENNIS J. SMITH, CHIEF JUDGE
JANE MARUM ROUSH
RANDY I. BELLOWS
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

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. McWEENEY
GAYLORD L. FINCH, JR.
STANLEY P. KLEIN
LESLIE M. ALDEN
MARCUS D. WILLIAMS
JONATHAN C. THACHER
CHARLES J. MAXFIELD
RETIRED JUDGES

February 11, 2015

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

The "enclosed document " was the 1992 Deed at bk8307p1446 (first two pages)

Why, in 22 years, has no authority in Virginia recognized this Deed or said why it should not be recognized? Why is this Deed invisible?

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. Zihel, 269 Va. 35, 40, 607 S.E.2d 367, 369 (2005).

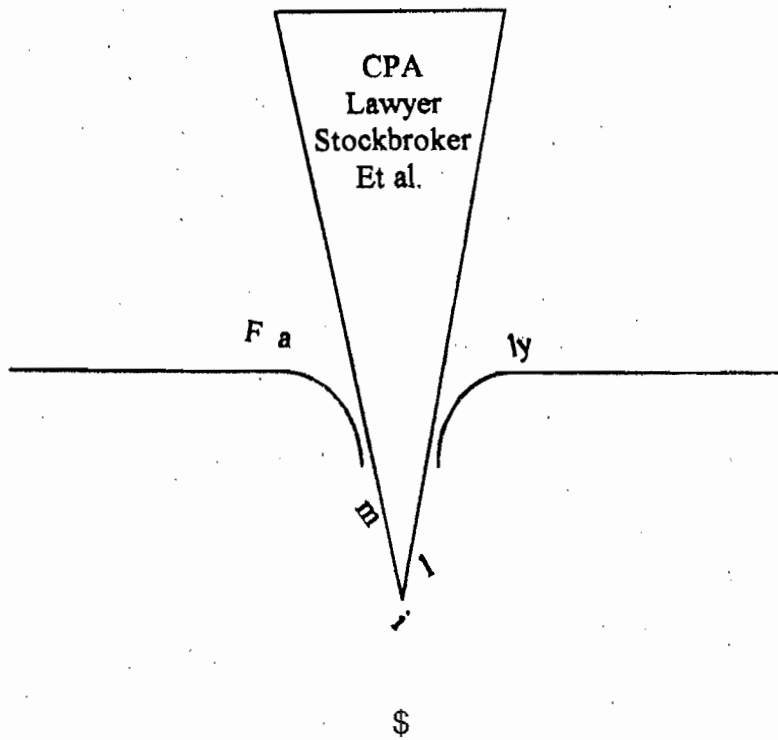
Accordingly, on behalf of our entire court, we decline your request for an opinion.

Respectfully yours,

[Handwritten signature of Dennis J. Smith]

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

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





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

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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.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.

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.

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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>
To: "Weyant, Jack W." <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.

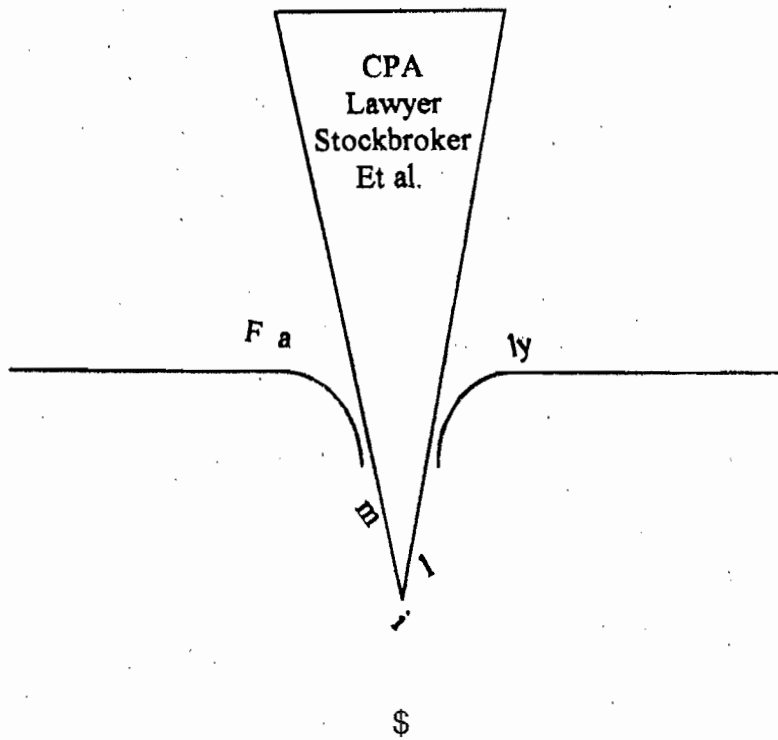
Howard Nader and Pierre Shevenell join in this Deed in Trust Under Land Trust Agreement for the sole purpose of consenting to the conveyance of the Property, and hereby forever convey, release and waive any marital rights or right to claim an elective share in such Property as part of their spouses' 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



Does McGuire Woods guarantee that their deeds are recognized as deeds by the Court where the deeds are recorded?

1 message

Anthony OConnell <anthonymineroconnell@gmail.com>

Fri, May 29, 2015 at 9:02 PM

To: "Amy B. Manning" <amanning@mcguirewoods.com>, "David L. Richardson" <d Richardson@mcguirewoods.com>, Joanne Katsantonis <jkatsantonis@mcguirewoods.com>, "John C. Fennebresque" <jfennebresque@mcguirewoods.com>, Richard Cullen <rcullen@mcguirewoods.com>, Robert Hugh Pryor <bpryor@mcguirewoods.com>, "Robert J. Couture" <rcouture@mcguirewoods.com>, "Stevens R. Williams" <swilliams@mcguirewoods.com>, "Thomas E. Cubaniss" <tcabaniss@mcguirewoods.com>

Dear McGuire Woods Executive Committee and Partners:

Does McGuire Woods guarantee that the deeds they prepare are recognized as deeds by the Court where the deeds are recorded? Please give me a "yes" or a "no". I am not asking that McGuire Woods represent me.



Can you tell me why the attached 1992 Deed at book8307page1446 in the Fairfax County, Virginia, Court, prepared by the law firm of McGuire Woods {Then McGuireWoodsBattle&Boothe}, is not recognized by the Fairfax County Virginia, Court?

Would you take an accountable position?

Thank you.

Anthony O'Connell

4 attachments

-  1992deed7p.pdf
110K
-  1992agreement14p .pdf
246K
-  1992assign-receipt3p.pdf
61K
-  prichard89p.pdf
963K

I have not received a "yes" or a "no".

