

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. TOWERY

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.

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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.

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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

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Code to read the pertinent enabling statute.

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