

# Non-taxable Exchange

~~Lo Kaiser - Hilton.~~

549-7800

To Ann -  
my son Tony called. He said he wanted  
very much to be the full trustee with an  
agent to receive notices and processes from the  
court & commissioner as in the May 8th letter.

~~draft~~

First thing is to have the final  
accounting based on same figures  
as in the 1st accting.  
Send it to me - do I have  
to sign it,

call - will do draft of final accting.  
deed to property - convey to court.

needs how much

ANTHONY M. O'CONNELL  
CONSERVATOR  
2327 SOUTH THIRTEENTH STREET  
ST. LOUIS, MISSOURI 63104  

---

 (314) 776-4926

June 18, 1984 5

Ms. Joan Barnes  
Bruner, Kane and McCarthy  
300 North Lee Street  
P.O. Box 1250  
Alexandria, Virginia 22314

Ref: Estate of Harold A. O'Connell

Dear Ms. Barnes:

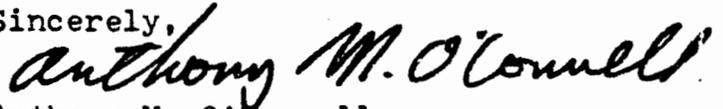
Thank you for your time and expertise in discussing the intended trust in the above estate.

Would you, as a Virginia resident and accountant for Mrs. Jean O'Connell, my mother and executor of the estate, accept the position of agent to receive notices and processes from the Court and Commissioner of Accounts concerning this trust?

The trust is to be funded from the assets now remaining in the estate inventory, i.e., real estate. I would contest a cash substitution. The final estate filing should contain the entirety of the Springfield residence or the entirety of the Accotink property, which ever my Mother wishes to be placed in the trust.

Please advise me when the final estate filing is complete in order that I may schedule a trip to Fairfax and set up the trust.

Sincerely,



Anthony M. O'Connell  
Trustee in the above estate

Copies to: Mrs Jean O'Connell  
Mr. Jesse B. Wilson, III  
Deputy Commissioner of Accounts

LAW OFFICES

MACKALL, MACKALL, WALKER & SILVER

A PROFESSIONAL CORPORATION

4031 CHAIN BRIDGE ROAD

FAIRFAX, VIRGINIA

22030

HENRY C. MACKALL  
DOUGLASS S. MACKALL, III  
DOUGLAS D. WALKER  
GLENN H. SILVER  
NANCY E. GIBB

TELEPHONES  
(703) 273-0320  
(703) 273-0321

June 25, 1985

Mr. Anthony M. O'Connell  
2337 South Thirteenth Street  
St. Louis, Missouri 63104

Re: Estate of Harold A. O'Connell

Dear Mr. O'Connell:

I received your letter with the enclosures regarding your father's estate and the trust referred to in the Will. From looking at the documents you sent me, it appears that the trust created by the Will was devised a 92.2% interest in each of the real estate interests included in the estate. Because the estate interest was only 50%, this would mean that the interest of the trust in each parcel of real estate is 46.1%. Your mother has apparently paid all of the real estate taxes from the date of your father's death and the trust would owe her 46.1% of those taxes. It seems to me that a final account would be very simple, merely reflecting the ownership percentages as distributions. No formal deed would be required. Obviously if either you or your mother wanted to sell, the other would have to agree. I notice from your letter to Joan Barnes you state that the trust should contain all of one or the other of the two properties. Is there some reason why you do not wish to have the 46.1% interest in each of the properties in the trust?

As soon as you advise me on this and on the response you receive from Ms. Barnes, I will have my associate, Amy Blanchard, contact your mother to see if we can't get this resolved.

Sincerely,



Henry C. Mackall

HCM/jkw

Business

July 16, 1985

Dear Mother,

First, let me discuss  
the trust.

The lawyer I asked to help me, Henry MacKell said that a certain percentage of each year of your estate, rather than the entirety of one piece, was to be in the trust as he suggested this to Ms. Barnes. So that's the way you want it. I find with me. That was different from what we had agreed on. In short, if that is the way you want it, fine.

I have not heard anything from Ms. Barnes.

~~Also, from my law~~

above

My lawyer also said that  
he thought I did need a  
co trustee, contrary to the  
letter from the commission  
of accounts. I wrote the  
commission of accounts  
requesting a definite answer

Frankly, I doubt if I  
ever get an answer from them

I asked Anoly Higgins  
if he would serve as  
co trustee. He has agreed.

He is already a trustee  
several times including  
trustee for the little  
church. He would not  
charge anything, though  
I insisted he ~~the~~ charge  
an hourly fee.

Would you be comfortable  
with Anoly Higgins as  
co. trustee?  
Sincerely,  
Yours

Anoly is a man of  
very high integrity.

Pleasant

July 16, 1985

Dear Mother,

It's very hot here  
Went to ~~the~~ Black River,  
about 2 hours south of  
here last weekend.

The Black River is  
a clear fast moving small  
river, great for canoeing.

But this year I  
couldn't be find it. ~~They~~  
There were dozens and  
dozens of 3-wheel motor  
cycles tearing along the  
bank and in the water  
(They're especially designed  
not to stop in the  
water). It was horrible.  
The canoe business  
was down 70% people  
said.

I got honey out of the  
combs last week, that is,

I extracted it. I weighed  
it and it came to a  
little over 200 lbs!  
The bees also for the  
first time filled up  
these these little  
(4 1/2" x 4 1/2") wooden frames.  
I have about 18 of these.  
So - It was a ~~great~~  
bountiful harvest.

I will probably be at  
Sherley's in Portland in the  
next ~~week~~ two weeks.  
So - If you try to reach me  
and I'm not here,  
please try there.

Love, Tony

ketu non = payable exchange.



good man

BE3-1

Henry Muscell  
Interest transferred  
to trustee

main thing - go ahead  
showing % goes in interest  
not have to be co-trustee?

James Stewart  
look for letter  
I should see Stewart in letter

BE3-6

leave to son -  
lawyer & commissioner

long qualify  
to be BE3-2

BE3-7  
qualify trustee

Bond fee - lawyer fee as  
bond pd when sold.  
nominal amt now.

BE3-3

look over carefully. I call for  
qualifying trustee 1/2 questions  
then trust - lawyer

Investigation Bl.  
691-3213  
will call when get  
another date

BE3-8

Clerk 691-2224  
691-4193 - give  
fiduciary no. 21840  
(overseer)  
(come in - surety bond -)  
De resident with  
Patt. Moato. T. BE3-9

later non - lawyer  
BE3-4

BE3-5

BE3-4

taxable exchange

good man



Newly Muskall  
Interest transferred  
to trustee

main thing - go ahead  
showing % goes in interest  
that there to be co-trustee?

James Thompson  
W/land you - James Thompson

leave to son -  
lawyer & commissioner

long qualify  
to law

qualify trustee

Bond fee - Lawyer fee so  
bond pd when sold.  
nominal amt now.

look over carefully. I call for  
qualifying trustee 1/2 questions  
then trust - lawyer

later non-taxable exchange

Equalization Bd.  
691-3213

will call when get  
another date open

do not  
(1<sup>st</sup> d)

Clark 691-2224  
691-4193 - give

judiciary no. 21840  
(come in - security bond -)  
Be resident with  
Patty moato.

BRUNER, KANE & MCCARTHY, LTD.

A PROFESSIONAL CORPORATION

CERTIFIED PUBLIC ACCOUNTANTS

300 NORTH LEE STREET

POST OFFICE BOX 1250

ALEXANDRIA, VIRGINIA 22313

(703) 549-7800

August 16, 1985

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

ARTHUR J. BRUNER, C. P. A.  
JOHN T. KANE, C. P. A.  
DANIEL F. MCCARTHY, C. P. A.  
WILLIAM H. ROBERTS, C. P. A. (1977-1978)  
JOANNE L. BARNES, C. P. A.  
CHARLES W. BALLOU, C. P. A.



Mrs. Jean M. O'Connell, Executrix  
Estate of Harold M. O'Connell  
6541 Franconia Road  
Springfield, Virginia 22150

Re: Estate of Harold M. O'Connell

Dear Mrs. O'Connell:

Your son requested that I furnish him copies of the Court Accountings that had been filed for the Estate. I have sent them on to him today. I am also enclosing a copy of the schedule which I believe reflects the fraction of the estate's one-half interest in each property to which you and the Trust are entitled.

If the transfers are made in these percentages, you would then own 56.475% of each property (50% owned individually plus 12.95% of one-half interest of the estate) and the Trust would own 43.525% of each property. If you and the Trust chose at some time in the future to exchange all or part of an interest in a property, I believe it should be done based on the then current fair market value of the properties. In such case, I would recommend that you have the properties appraised by a qualified real estate appraiser.

With regards to your request that I serve as co-trustee of the Trust with your son, I regret that I must decline to be either co-trustee or act as agent to receive notices and processes for him.

Please call me and we can discuss this further.

Very truly yours,

Joanne L. Barnes

JLB:jsp

cc: Mr. Anthony M. O'Connell  
2337 South Thirteenth Street  
St. Louis, Missouri 63104

ESTATE OF HAROLD M. O'CONNELL

COMPUTATION OF PERCENTAGE INTEREST IN TRUST

PROBATE ASSETS:

1/2 interest - residence	\$ 40,681
1/2 interest - Accotink	37,500
605 shares, Washington Mutual	6,709
220 shares, New Virginia	1,953
Refund	5
Overpayment of Virginia tax	57
Cash	3,245
	<u>\$ 90,150</u>

PAYABLE TO WIFE DIRECTLY:

Cash POD	\$ 16,541
Life insurance	14,918
Jointly owned property	13,902
Personal property	500
U. S. Civil Service	1,381
Annuity	16,338
	<u>\$ 63,580</u>

Gross estate per return	\$153,986
Funeral expenses, etc., per return	5,372
Net estate	<u>\$148,614</u>
Federal estate and Virginia inheritance tax	2,225
Net estate	<u>\$146,389</u>
Less property passing directly to wife	63,580
Net probate estate	<u>\$ 82,809</u>
Marital deduction	\$74,307
Less passing directly	<u>63,580</u>
	(12.95% wife's share) <u>10,727</u>
Residuary estate	(87.05% Trust share) <u>\$ 72,082</u>

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314  
TELEPHONE 836-5444

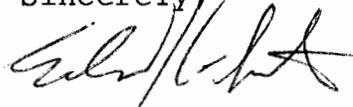
October 23, 1985

Mrs. Jean M. O'Connell  
6541 Franconia Road  
Springfield, VA 22150

Dear Mrs. O'Connell:

Enclosed is the Agreement which Mr. Mackell and I discussed. If it meets with your approval, I would appreciate your signing it and returning it to me so that I might forward it to him for the signatures of the Co-Trustees. This document should serve both as the Agreement and as the receipt by the Trustees for the Trust property.

Sincerely,



Edward J. White

EJW/mc

Enclosure

*See Oct. 28th returned  
check ownership.*

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314  
—  
TELEPHONE 836-5444

October 29, 1985

Henry C. Mackall, Esquire  
4031 Chain Bridge Road  
Fairfax, VA 22030

Re: Jean M. O'Connell-  
Anthony M. O'Connell Trust

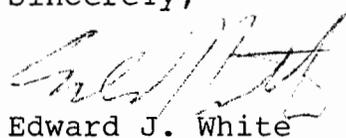
Dear Mr. Mackall:

Enclosed is an Agreement along the lines of that discussed by us previously, which my client has signed.

Ms. Jo Ann Barnes, of Bruner, Kane & McCarthy Accountants, previously has furnished Mr. O'Connell with the numerical data which explains the derivation of the percentages reflected in the Agreement.

If you have any additions or corrections to it, please let me know.

Sincerely,



Edward J. White

EJW/mc

Enclosures

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314  
TELEPHONE 836-5444

January 24, 1986

Mrs. Jean O'Connell  
6541 Franconia Road  
Springfield, VA 22150

Dear Mrs. O'Connell:

I spoke to Mr. Mackall on January 22nd as to the causes of the delay in obtaining the agreement from your son.

He stated that he had had several discussions with your son and they ironed out some minor details, and that the agreement being sent to Anthony to be signed on that date.

As soon as I receive it, I will review it and forward it to you for your signature. As soon as that is done, we can proceed to wrap up the rest of the Estate.

I spoke to Mr. John McEnearney of McEnearney & Associates, Realtors, and he will contact you concerning putting a value on your property.

Mr. McEnearney has been highly recommended to me by another appraiser, and the advantage of this approach is that you will not incur a large appraisal fee. However, there is no question that putting an appraisal price on this property will be most difficult in view of the numerous variables which might be encountered by a prospective buyer, especially zoning permits, etc.

I will be in touch with you as further developments occur.

Sincerely,



Edward J. White

EJW/mc

AGREEMENT

THIS AGREEMENT, made this 28 day of Jan., 1985 by and between JEAN M. O'CONNELL and ANTHONY M. O'CONNELL and HERBERT ANDERSON HIGHAM, Trustees, provides:

WHEREAS, under the Will of the late HAROLD A. O'CONNELL, which Will has been admitted to probate among the records of the Circuit Court of Fairfax County, certain property was left to ANTHONY M. O'CONNELL, Trustee, upon the terms and conditions of the Trust set forth in the aforesaid Will;

WHEREAS, ANTHONY M. O'CONNELL is not a resident of the Commonwealth of Virginia and HERBERT ANDERSON HIGHAM has qualified as Co-Trustee in this case;

WHEREAS, the corpus of the Trust, as presently constituted, consists of a 46.0994 percent ownership of two parcels of real estate located in Fairfax County, Virginia, the first being known as 6541 Franconia Road, and is the residence of JEAN M. O'CONNELL, the second being fifteen (15) acres of land located in Accotink Station, identified as Map Reference number 090-4-01-0017;

WHEREAS, it is the desire of the parties to fund the Trust as set forth in the Will and to provide security for JEAN M. O'CONNELL, and stability for the Trust;

IT IS HEREBY AGREED that in return for mutual promises as consideration for this agreement, the parties agree to the following:

1. The Co-Trustees, by their signatures hereupon, acknowledge receipt of the 46.0994 percent ownership of the two parcels referred to above.
2. JEAN M. O'CONNELL hereby agrees that she is the owner of the remaining 53.9006 percentage interest of the two parcels referred to above.

3. JEAN M. O'CONNELL hereby agrees that she will at all times pay the real estate taxes and other costs of maintaining these two parcels of property.

4. The Trustees hereby agree that during the life of JEAN M. O'CONNELL, they will not sell or attempt to sell by partition or otherwise, either of the two tracts of property without the written permission of JEAN M. O'CONNELL.

5. The Trustees agree that if either property is sold during the life of JEAN M. O'CONNELL she will be reimbursed from the sale proceeds the principal of all real estate taxes on that property paid by her which are attributable to the percentage ownership of the Trust.

In all other respects, the parties hereto agree that they are bound by the terms of the Will and Trust established therein.

Jean M. O'Connell  
JEAN M. O'CONNELL

Anthony M. O'Connell  
ANTHONY M. O'CONNELL

\_\_\_\_\_  
HERBERT ANDERSON HIGHAM

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314  
—  
TELEPHONE 836-5444

January 27, 1986

Mrs. Jean M. O'Connell  
6541 Franconia Road  
Springfield, Va 22150

Re: Estate of Harold A. O'Connell

Dear Mrs. O'Connell:

At long last we have a signed Agreement concerning the funding of the Trust. The Agreement is enclosed.

The only difference between this Agreement and the previous agreement which I had drafted is the change in the percentage of ownership between you and the Trusts. Originally, Ms. Barnes had computed the ownership of the Trust at 43.525. She and Mr. Mackall and I now agree that the figures should be 46.0994. The Agreement also contains a provision in paragraph 5 that if the property is sold during your life, that you will be reimbursed for the principal of all real estate taxes on that property.

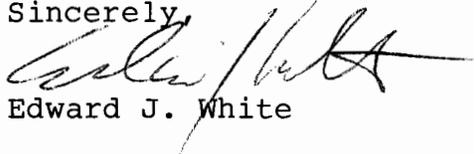
Mr. O'Connell was unwilling to agree to pay interest on the real estate tax advancements. While I am at a loss to understand his attitude, I am of the opinion that we would be best served by signing the Agreement as is.

Ms. Barnes has computed that through 1984 you paid taxes in the amount of \$13,841.24.

Please sign the Agreement and return it to me as soon as possible, and I will forward it to Mr. Mackall for the Co-Trustees' signature and filing with the Commissioner of Accounts. At that point the trust will then be funded and the responsibility for filing accounts and inventories will be that of the Trustees.

We can then have Ms. Barnes complete the final accounting for the Estate and the matter will be closed.

Sincerely,



Edward J. White

EJW/mc  
Enclosures

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

January 31, 1986

Henry C. Mackall, Esquire  
Mackall, Mackall, Walker & Silver  
4031 Chain Bridge Road  
Fairfax, VA 22030

Re: Estate of Harold M. O'Connell

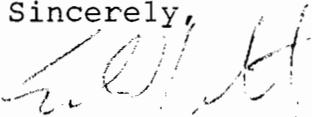
Dear Mr. Mackall:

Enclosed is the original Agreement signed by Mrs. O'Connell. I would appreciate it if you could secure the signature of Mr. Higham and send me a copy of the Agreement as finally signed, so that I might file it with the Accounting papers.

I assume that Mr. O'Connell and Mr. Higham will qualify as Co-Trustees as soon as possible.

I certainly appreciate your kind assistance in bringing this matter to a satisfactory conclusion.

Sincerely,



Edward J. White

EJW/mc

Enclosure: Agreement

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314  
—  
TELEPHONE 836-5444

February 27, 1986

Henry C. Mackall, Esquire  
Mackall, Mackall, Walker & Silver  
4031 Chain Bridge Road  
Fairfax, V 22030

Re: Estate of Harold M. O'Connell

Dear Mr. Mackall:

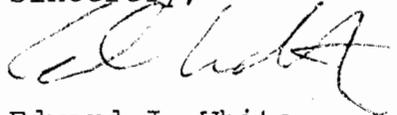
Has Mr. Higham signed the Agreement which I forwarded to you on January 31, 1986?

If he has, please send me a copy so that I can submit it to the accountant and we can use it as a receipt to wind up the Estate.

An accounting is nearly overdue in this case, and I would like to be able to file a Final Accounting.

Thank you.

Sincerely,



Edward J. White

EJW/mc

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

April 10, 1986

Ms. JoAnn Barnes  
Bruner, Kane & McCarthy  
300 North Lee Street  
Alexandria, VA 22314

Re: Estate of Harold O'Connell

Dear JoAnn:

I have agreed with Anthony O'Connell's attorney that we will provide them with a draft of the final accounting in the Harold O'Connell Estate. This, I think, will allay all of the suspicions that have arisen on the other side in this matter.

If you could commence preparing that, I would appreciate it. I am enclosing a copy of the nearly signed Agreement, by which the Trustees agree to take possession of the percentage interest of the property.

Thank you.

Sincerely,

Edward J. White

EJW/mc

Enclosure

cc: Mrs. Jean O'Connell

C  
O  
P  
Y

EDWARD J. WHITE  
ATTORNEY AT LAW  
118 SOUTH ROYAL STREET  
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

April 25, 1986

Henry C. Mackall, Esquire  
4031 Chain Bridge Road  
Fairfax, VA 22030

Re: Estate of Harold M. O'Connell

Dear Mr. Mackall:

Enclosed is the draft by Ms. Barnes of the Final Accounting.

I have taken the liberty of correcting a typographical error on the distributions to reflect 53.9006% vice 3.9006%.

I would appreciate it if you would forward this to Mr. O'Connell and clarify with him his intention to qualify on May 1st.

If he does not agree or requests further delaying tactics, I feel that I have no other recourse in serving my client than to seek to have him removed as a Trustee. This matter is costing Mrs. O'Connell dearly with the delay.

Sincerely,

  
Edward J. White

EJW/mc

Enclosure

cc: Mrs. Jean O'Connell ✓

C  
O  
P  
Y

LAW OFFICES

**MACKALL, MACKALL, WALKER & SILVER**

A PROFESSIONAL CORPORATION

4031 CHAIN BRIDGE ROAD

FAIRFAX, VIRGINIA

22030

TELEPHONES  
(703) 273-0320  
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HENRY C. MACKALL  
DOUGLASS S. MACKALL, III  
DOUGLAS D. WALKER  
GLENN H. SILVER  
NANCY E. GIBB  

---

AMY E. BLANCHARD

May 8, 1986

Mr. Anthony M. O'Connell  
2337 South 13th Street  
St. Louis, Missouri 63104

Herbert A. Higham, Esquire  
6208 Higham Drive  
Alexandria, Virginia 22310

Dear Mr. O'Connell and Mr. Higham:

Enclosed please find a copy of my letter to Mr. White together with copy of a proposed Petition and Order in connection with the bond problem we ran into when you attempted to qualify. I have discussed this with Mr. White and expect no problem getting it entered. If either of you have any objections to anything in either of these documents please let me know.

Sincerely,



Henry C. Mackall

HCM/jkw  
Enclosures

This asks mother to sell or list the trusts 46.0994%. This is a secret from the trustees.

This is, apparently, one benefit of the "Agreement" or "deed"

COMMON DATA BASE SERVICE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

This Agreement made this 10th day of October, 1986, by and between Jean M. O'Connell

and McEneaney Associates, Inc. REALTOR (AGENT) (Firm Name)

In consideration for services and facilities the REALTOR (AGENT) is hereby granted the exclusive right to sell the property, which is known as

I later (1/7/89) got a sales contract on this same property for \$1,150,000, or \$78,231 per acre (based on 14.7 acres).

Legal Owner(s) \_\_\_\_\_, Virginia \_\_\_\_\_ Legal Description \_\_\_\_\_

2

1. This property, to include any chattels as listed below, is offered for sale at a selling price of \$35,000.00 per acre DOLLARS (\$ \_\_\_\_\_) or such other price as later agreed upon, which price includes selling compensation.

2. The OWNER(S) agrees to pay to REALTOR (AGENT) a compensation of 10% in cash if, during the listing period, the property is sold to anyone or if anyone produces a purchaser ready, willing and able to buy the property, or if within 10 days after the expiration of the listing agreement a sale is made to any person(s) to whom the property has been shown during the listing period. This last clause shall not be effective if the property is subsequently listed with another real estate broker. January 15, 1987

3. This exclusive right to sell will expire at midnight \_\_\_\_\_ This property shall be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, marital status, age or handicap. Authorization is granted to the REALTOR (AGENT) to: a. Place a "For Sale" sign on the property and to remove all others. b. Show the entire property during reasonable hours. c. Place a common key lockbox on the property. d. Make a blanket unilateral offer of subagency to real estate brokers and to participants in any Multiple Listing Service that the REALTOR (AGENT) deems appropriate. e. Disseminate information regarding real estate offered for sale, under contract for sale, sold, expired and/or withdrawn by printed form and/or electronic computer service.

5. It is understood that no Multiple Listing Service or Board of REALTORS is a party to this listing agreement and that no Multiple Listing Service or Board of REALTORS sets, controls, recommends, or suggests the amount of compensation for any brokerage service rendered pursuant to this listing agreement, whether by the listing broker or by any other broker acting as subagent or otherwise.

7. It is understood and agreed that Virginia licensed real estate salespersons and appraisers, inspectors, or other persons may require access to the property to facilitate and/or consummate a sale.

8. The OWNER(S) retains full responsibility for the property, including all utilities, maintenance, physical security and liability during the term of this Agreement.

9. The OWNER(S) understands and agrees that in consideration of the use of REALTOR (AGENT) services and facilities and of the facilities of any REALTORS Multiple Listing Service OWNER(S) and OWNER(S) heirs and assigns agree that REALTOR, all agents accompanying purchasers or prospective purchasers, any REALTORS Multiple Listing Service, and the directors, officers and employees thereof, including officials of any parent Board of REALTORS, except for malfeasance on the part of such parties, are not responsible for vandalism, theft or damage of any nature whatsoever to the real property or its contents during the period of exclusive privilege to sell, and that OWNER(S) waives any and all rights, claims, and causes of action against them and holds them harmless for any property damage or personal injury arising from the use of or access to the property by any person during the listing period.

10. The property may be sold subject to existing Deed(s) of Trust, having an unpaid principal balance of approximately \$ none

11. OWNER(S) will take back a w/c Deed of Trust in the amount of \$ \_\_\_\_\_ with further terms to be negotiated.

12. In the event of a sale, OWNER(S) will execute a sales contract enforceable in the Commonwealth of Virginia. Condominiums or Cooperatives being offered for sale are subject to the receipt by purchasers of the required Disclosures, and OWNER(S) is responsible for securing and furnishing these to prospective purchasers as prescribed in the Cooperative Act, Section 55 - 424 Et. Seq. of the Condominium Act, Section 55 - 79.39 Et. Seq. of the Code of Virginia (1950 AS AMENDED).

13. The terms and conditions of this Agreement may be used as a basis for presenting the property to prospective purchasers, and, unless amended in writing, contain the final and entire agreement between the parties hereto. The parties shall not be bound by any terms, conditions, oral statements, warranties or representations, not herein contained.

This asks mother to list or contract to sell the trust's 46.0994% ownership in one parcel. If mother had signed it, the resultant legal and accounting entanglements would allow the operation to control both parcels of real estate. The trustees would think mother was at fault (not knowing she was advised of later non-taxable exchange.. and...exchange all or part of an interest...) and mother would think son was at fault (unless the operation changed that pattern). All this is a secret from the trustees. The operation would be covered by the "Agreement" or "deed".

Seen and agreed and receipt of a signed cc \_\_\_\_\_

MAILING ADDRESS (Owner's) \_\_\_\_\_

PHONE (OFFICE) \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_

PHONE (OFFICE) \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_

Mc Eneaney.

No return address. If there was a second page, I couldn't find it in mother's papers. Mother apparently found it necessary to identify the letter by writing *McEneaney* on it. I found no other letters in which she did this.

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October 14, 1986

Mr. Edward J. White  
118 S. Royal Street  
Alexandria, Va 22314

*I spoke to Mr. McEneaney & Associates, Realtors, and he will contact you concerning putting a value on your property.....Mr. McEneaney has been highly recommended to me by another appraiser, .... Lawyer's 1/24/86.  
(See Entanglement Converging on January 24-31, 1986.)*

Dear Mr. White,

As we discussed this morning my plan for marketing Mrs O'Connell's property is to first approach the purchaser of Mrs. Hunter's two hundred and forty five acres immediately south of lot #17. My purpose in suggesting the selling price of thirty five thousand dollars per acre is to permit me to offer the O'Connell property under the same terms and conditions as he purchased the Hunter tract. If he is not interested then we will probably have to adjust the selling price.

My next step would be to approach Miller & Smith, the developers of Amberleigh. They are presently involved in the development of Kingstowne and I don't know what their plans are to expand Amberleigh - if at all.

What is critical at this point is to prevent lot #17 from becoming land-locked when the Hunter property is rezoned. No action to change the present zoning R-1 on the Hunter has been initiated as yet, and I intend to contact Supervisor Alexander before that takes place.

There is both a north-south and east-west sewer line on lot #17 with four taps. This is very helpful, but the property is also one third flood plain.

All of these facts will probably enter into the final sale price of the property.

I will keep you apprised of any and all developments as they occur. 199