

20 December, 1999

Dear Arne,

In just a few days Christmas will be here, and shortly thereafter the new millenium starts. The years have gone by quickly – I well remember looking ahead to the year 2000, far in the distant future. I would be in my upper sixties, retired and taking life easy. Well, that distant future is now upon us!

We have our grandsons visiting with us for this Christmas, our first time together for this holiday. They are too young to understand yet, but we have certainly looked forward to their visit. Karen, with husband and sons, will return to North Carolina probably on the third day of Christmas – by that time the grandparents will be all tired out. Our family will be together on Christmas Eve, not Christmas day as I indicated in my card to you, as Anita must work on Christmas Day. Michael has procured a very large tree – he asked me last evening to come to Lancaster to help decorate it! Anita has a large family room, with cathedral ceiling, so there is more than enough room for a large tree and family.

New Years Eve we expect to celebrate at home, watch TV at midnight as the new year arrive in Boston and Times Square in New York City. We are not anticipating any unusual happenings in this area, but want to remain at home anyway for the evening.

Re Kristiannaustet, I again recommend that you use it as you see fit, at least the half that you claim ownership to. Let the other party claiming full ownership then come and prove it before denying your use of it. As of yet I don't see how they have any more rights(ownership) there than you and Bjørg – if so, let them prove it! In any event, we have not executed any rental or lease for the ground on which "naustet" stands. Last summer I was under severe pressure to sign an exclusive lease for "naustgrunnen" as well as some additional ground around Kristianhuset. The written lease, as presented via their attorney, did not give a time specific, nor any conditions for termination. Neither I nor Leny signed. After returning here, their attorney mailed the same written lease to me for signature, which I so far have ignored.

It is becoming more and more evident that they will claim a "naustrett" comes with Kristianhuset, with access thereto, and as such that they intend to exercise that right. If the sales contract of 1966 has any validity, it clearly stated that the ground upon which Kristiannaustet stands could be rented for an annual fee, and with lease termination warning of one year by either party. We gave this warning on May 6, 1998, but so far ignored by them. We may be forced to take legal means for enforcement! RB

It was with this in mind that I sent you a copy of a portion of a letter I received from their attorney some time ago. As the rest of the letter does not relate to Kristiannaustet, I did not include it. But, I'm including the entire letter herewith. We do not intend to take any independent legal action until rightful ownership of Kristiannaustet has been determined.

As this letter will not reach you in time for Christmas, let me instead wish you and yours a Great First Year of the new millenium!



III. OPPSIGELSE AV LEIEAVTALE FOR TOMTEN TIL "KRISTIANSNAUSTET" MV

Deres oppsigelse av 5.6.98 kom som en overraskelse på Turid Daae Soltvedt. Jeg vil derfor be om at De gir opplysning om oppsigelsesgrunnen.

Turid Daae Soltvedt kan ikke skjønne at det er noe ved hennes forhold som berettiger Deres oppsigelse. Dersom Arne Nordø på noen måte har uleiliget Dem i forbindelse med hans krav i naustet, er dette beklagelig. For Turid Daae Soltvedt har det imidlertid vært nødvendig å ta standpunkt mot det som fremtrer som uberettigede krav fra hans side. Turid Daaes Soltvedt mener under enhver omstendighet at Arne Nordøs forhold er henne uvedkommende.

NB! Turid Daae Soltvedt vil hevde at det til "Kristianhuset" alltid har følgt en naustrett med tilhørende adkomstrett og båtfesterett. Adkomstretten til sjøen er også hjemlet i kjøpekontrakten fra 1966. Tilkomsten til naustet og sjøen er selvsagt svært viktig for Turid Daae Soltvedts bruk av stedet som fritidsbolig, og det rammer henne hårdt at De tar skritt som vanskeliggjør tilkomsten. Hun bruker den gangsti til naustet som alltid har vært brukt fra huset, og som trolig ble opparbeidet av Kristian Monsen. Dette gir den mest praktiske og naturlige tilgang både til naustet og sjøen. Andre alternativer fremstår som mindre anvendelige.

På denne bakgrunn bestrides oppsigelsen mv, samtidig som jeg tar forbehold om ytterligere anførsler mot oppsigelsen.

I oppsigelsen gjør De oppmerksom på at man må være forberedt på å fjerne naustet innen 1.8.99. Ved siden av de ovennevnte innsigelser mot oppsigelsen, vil Turid Daae Soltvedt påberope seg de rettigheter og krav som etter norsk rett gjelder ved opphør av tomteleie med påstående bygning.