

July 25, 2022

To: Austrheim Kommune
Sætre marka 2
5943 Austrheim
post@austrheim.kommune.no

Christopher Marius Straumøy
Austrheim Kommune
Sætre marka 2
5943 Austrheim
christopher.marius.straumoy@austrheim.kommune.no

Statsforvaltaren i Vestland
Njøsavegen 2, 6863 Leikanger
sfvlpost@statsforvalteren.no

Vestland Fylkeskommune
Postboks 7900
5020 Bergen
post@vlfk.no

From: Arnum Family
c/o Anita Arnum
109 Moffett Street
Lancaster, MA 01523
Snekkevik@aol.com

To whom it may concern:

The Arnum Family did not receive the «**Til familien Arnum – Oversending av vedtak til klagevurdering – Dispensasjon til rammeløyve – gjenoppbygging av Husmannsstove – gbnr.152/29 – Snekkevika¹**» until July 4, 2022 via e-mail while on vacation in Norway. E-mail is not always a reliable means of communication, especially if not sent with a read receipt. We had very limited access to the internet as we do not have electricity or Internet at our home in Norway!

We are writing in follow up to our letter of July 8, 2022² as we have now been able to review the long list of documents that we did not have access to earlier. We will not repeat what was already stated, but list some additional matters that need to be pointed out relative to the case:

- 1) We do not believe that the property in question, gbnr. 152/29, has access to the sea as Mr. Nordø presented on the maps he has submitted (*Kart 2*³ and *Kart 3*⁴). As is clearly indicated in the “Kontrakt”⁵ (tinglyst 19 SEP 80), “*Naust-tomt og båt-lende i Olderviken, ved “Kristiannaustet” kan leies for Kr. 50 per år med ett års oppsigelse.*” This lease/rental agreement was terminated July 1, 1999 by a document dated May 6, 1998 signed by Malven Arnum⁶. There is no indication of any “Naust-tomt og båt-lende” or gangsti on the ***Grunnboksutskrift fra Statens kartverk for Gnr: 152 Bnr: 29***⁷. The Arnum family has no intention of leasing/renting the property further.
- 2) Other access paths and items on the map are not registered or do not have any association to the property in question gbnr. 152/29. We have attached revised maps with notations. (*Kart 2 Revised*⁸ and *Kart 3 Revised*⁹)
- 3) The “Kontrakt for Gangsti til Vikebu”¹⁰ clearly indicates that the footpath right was granted specifically and only to Turid Daae Soltvedt, not to any other person and not specifically to the property.
- 4) Stating again, no one has been granted parking rights to our property.
- 5) We were notified of the sale of the property gbnr. 152/29 to Mr. Nordø on February 28, 2022. We are currently pursuing our first right of purchase.

Therefore, without proper access to the property as indicated in current building laws/regulations, we are opposed to the building of a new hytte which Mr. Nordø is attempting to disguise as the rebuilding of a “Husmannsplass.”

Thank you for your consideration in this matter. We look forward to your response.

Anita Arnum and the Arnum Family (Owners of gbnr. 152/11)



Anita R. Arnum og Arnum familie
snekkevik@aol.com

Dato	Vår ref.	Dykkar ref.
10.06.2022	20/4477 - 48	

Til familien Arnum - Oversending av vedtak til klagevurdering - Dispensasjon til rammeløyve - gjenoppbygging av Husmannsstove - gbnr.152/29 - Snekkevika

Hei! Brevet under gjekk i går ut til mottakarane under (bilde). Det er for mange dokument til at det kan sendast på e-post, og blir for omfattande å senda på papir.

Som det framgår av brevet er det sendt til Statsforvalteren i Vestland og Vestland fylkeskommune for klagevurdering, med dei ulike partane på kopi.

Alle dokumenta kan lesast på kommunen si heimeside:

http://innsyn.sing.no/Austrheim/innsyn/wfinnsyn.ashx?response=journalpost_detaljer&journalpostid=2021014126&

Vennleg helsing
Ketil Tjore
møtesekretær

Mottakarliste:

Kopi til:

Anita R. Arnum og Arnum familie	snekkevik@aol.com		
Christel Turid Daae Soltvedt	<u>Straumetoppen 21</u>	5353	STRAUME
Even Nordø	<u>Øvre Titlestad 56</u>	5243	FANA
Jan Nordø	Hoplandssjøen 74	5943	AUSTRHEIM
Laila Nordø	Kvernevikstemma 18	5114	TERTNES
Sands Advokatfirma DA	Postboks 1829 Vika	0123	OSLO
Sissel Julie Soltvedt	Røsslynghaugen 4	5350	BRATTHOLMEN

Andre mottakarar:

<u>Statsforvalteren i Vestland</u>	<u>Njøsavegen 2</u>	6863	LEIKANGER
<u>Vestland Fylkeskommune</u>	Postboks 7900	5020	Bergen



Sætremarka 2
5943 AUSTRHEIM



56 16 20 00
post@austrheim.kommune.no



Føretaksreg.: 948350823
Bankkonto: 1594.11.80407

Document 1

Brevet som gjekk ut i går:

God torsdag!

Sender over til Statsforvaltaren i Vestland og Vestland fylkeskommune for klagevurdering, vedtak frå formannskapet i Austrheim, vedteke i møtet 2. juni 2022.

- Her er alle vedlegg som låg til saka då den vart handsama politisk.
- Dei ulike partane er lagt til på kopi, slik at dei er orienterte.

Formannskapet - 053/22: Det er gjort følgjande vedtak i saka:

Austrheim kommune gjev på vilkår dispensasjon frå pbl. § 29-4 og frå kommuneplan, **plan-id: 2013001** til gjenoppbygging av «Kristianhuset på gbnr. 152/29.

1. Huset vert oppført i tråd med det nedbrente «Kristianhuset» så langt det er mogeleg.
2. Det skal sikrast vegtilkomst for arbeidet med gjenoppbyggingen gjennom avtale med Austrheim Kommune.
3. Det vert forutsett at bygget vert oppført i tråd med relevante offentlege føresegner.

Grunngjeving for vedtaket går fram av saksutgreiinga.

Vedtaket har heimel i plan- og bygningslova (pbl.) § 19-2 jf. §§ 11-6, 29-4 og naturmangfaldslova §§ 8-12.

Saka vert sendt Statsforvalteren i Vestland og Vestland fylkeskommune for klagevurdering.

Vedtaket kan klagast på til kommunen. Klagefristen er 3 veker frå den dagen brevet kom fram til adressaten. Det er tilstrekkeleg at klagen er postlagt innan fristen går ut. Klagen skal sendast skriftleg til den instansen som har fatta vedtaket. I klagen skal det gå fram kva du klagar på i vedtaket, og kva endringar du ønskjer. Klagen skal grunngjevast.

Vennleg helsing

Ketil Tjore

møtesekretær

Dette dokumentet er elektronisk godkjent og har difor ingen signatur

Vedlegg:

Dispensasjon til rammeløyve - gjenoppbygging av Husmannsstove - gbnr.152/29 - Snekkevika

Andre mottakarar:

Anita R. Arnum og Arnum snekkevik@aol.c
familie om

Document 2

July 8, 2022

Ketil Tjore
Austrheim Kommune
Meeting Secretary

Dear Mr. Tjore,

As I mentioned in my e-mail of 7/4/22, I just received your e-mail (originally dated 6/10/22) on 7/4/22, as it was apparently sent to my spam box. It is unfortunate that relevant documents could not be attached or sent to me by more secure mail, as I have limited access to the Internet and any attached documents until after I return to the States 7/21/22. Therefore, I will respond on behalf of the Arnum family with some of our complaints now, but wish to reserve the right to update them as necessary after we are able to fully review the documents and provide additional documentation that we have in our files in the U.S. I do request that any correspondence or documents sent in the future be done so in a more secure manner to ensure they are received.

In response to the documents received July 4, 2022 via e-mail only:

1. **Dato:** 10.06.2022

Ref.: 20/4477-48

Til familien Arnum – Oversending av vedtak til klagevurdering – Dispensasjon til rammeløyve – gjenoppbygging av Husmannsstove – gbnr. 152/29 – Snekkevika

2. **Saksnr:** 053/22

Utvalg: Formannskapet

Type: PS

Dato: 02.06.2022

Sakshandsamar: Christopher Marious Straumøy

Arkiv: Gbnr-152/29, HistSak-17/515

ArkivsakID: 20/4477

Dispensasjon til rammeløyve – gjenoppbygging av Husmannsstove – gbnr. 152/29 – Snekkevika

The Arnum family was not advised of any meeting in Austrheim Kommune that took place on June 2, 2022 where decisions were apparently made on the case. Had we known, we could have sent a representative, assuming that this was indeed an open/public meeting. We are disappointed and disagree with the granting of dispensation by Austrheim Kommune and the limited conditions set forth for “reconstruction” of a “Husmannsplass.” In our opinion, this case is clearly a desire for the building of a private recreational use “hytte” disguised as the cultural “reconstruction of a Husmannsplass.”

In any event, new information has come to our attention regarding this case and our family has concerns with the decisions that have been made by Austrheim Kommune. I write in English to ensure we can express our thoughts and information fully and I’ll try to focus on the main points individually for clarity, but some are inevitably intertwined as this is a complicated case. There may be additional concerns after full review the documents, which we will send once reviewed.

Document 2

This particular property (Gbnr 152/29), has been a matter of dispute for many years. In our research and from discussions with the family and from past discussions with my father, Malven Arnum who was the Arnum family's representative for many years, we have significant concerns relative to this case. We challenge Mr. Nordøs claim that he is the rightful owner of the property identified as Gbnr 152/29 and intend to pursue this claim. The Arnum family makes no claim to the building itself, which was supposed to have been removed from the property several years ago.

When the Arnum family emigrated to the USA in 1948, overseas communications were difficult at best. Neighbors and relatives in Norway would make requests of the family for use of our property, by mail, often taking many weeks for the mail to travel overseas. In order to allow for timelier processing, various "tentative agreements" were drawn up and pre-signed with the **full trust, faith and intention** that if it was not accepted at the time it was received, that it would be discarded and destroyed. It is apparent to us that documents, that were **never** implemented, were saved for retrieval at a later date, signed and illegally executed years after original discussions and **after** the original signatories to the agreements were deceased. These documents were then apparently "tinglyst" without our family's knowledge or consent.

One such event, which still needs to be investigated and resolved, is how the Daae/Soldveit family was able to obtain Gbnr. 152/29. It is our determination, and in fact a claim of the Nordø family, that this was done in an ("illegal and dubious way"). There was **never** any deed ("skjøte") and there was **never** any payment or exchange of anything of value for the property, substantiating our claim that no contract was ever agreed to or executed properly.

In addition, there is a longstanding history of the Nordø family ignoring the rights and requests of the main property owners, the Arnum family, which continues to date. From the first time that Monrad Arnum told Julia & Solveig to take **ALL** the buildings associated with the Tennent Farmer's homestead away after the death of Kristian and Magdali, as was the initially established agreement for the Tennant Farmer. We ask: "Since when does a systematic process of ignoring someone's rights gain another person rights??" The Nordøs and others have taken full advantage of the Arnum family's emigration to the USA. This cannot be allowed to continue.

As stated previously, this particular property 152/29, has been a matter of dispute for many years. The Nordøs took the Daaes/Soldveits to court several years ago, but the Arnum family was not involved in this lawsuit. The Nordøs know themselves that the land transfer to the Daaes was not proper as indicated in a letter from Per Nordø to our family in May of 2012 (below).

The site on which Kristianhuset is placed was in [an] irregular way, unknown to your and our family and behind our backs, conveyed as [deed] to the Daae family in 1980. The Daaes [succeeded] in doing this with help from a judge in the local court «Norhordland Tingrett» that later, in other cases, also in the newspapers, was [characterized] as dubious (and later had to go according to information). The Daaes tactic was to wait [until] after the [death] of Monrad and fathers' mother. Shortly after Magnus came to Norway in [], hoping it was possible to nullify the deed. The Daaes had earlier been offered (by Monrad) their own ground another place in Snekkeviken but did not respond positive. Monrad reacted strongly and took our part when hearing in 1972 that the Daaes

Document 2

had changed the lock in Kristianhuset and refused to give us our key. The judges in the court («Gulating Lagmannsrett») in 2003 (the case about the ownership of the house) made comments in our [favor] when [discussing] the [dubious] way the Daaes succeeded in getting the ground in Snekkeviken on their hands.

IF, however, it should stand that Daae/Soldveit was the “rightful” owner of 152/29 as “tinglyst” in 1980, then our family maintains that this is when any “contract” was executed (as also indicated by Nordø in the letter above) and that the Arnum family should have had the right of first refusal for purchase of the property as it was to extend 50 years (until 2030). We were only contacted in January of 2022 **after** the sale of the property from Daae/Soldveit to Nordø, without any option of first right of purchase. We are currently pursuing this right of first purchase.

Document 2

It must be emphasized that the Arnum family is extremely concerned with Mr. Nordøs ongoing lack of respect for our private property rights. In March of 2022, I confronted Mr. Nordø regarding his unauthorized use of our property, arranging for blasting mats to be placed for heavy machinery to drive over our property in order to remove several trees from our property. Mr. Nordø chose to deny directly as to the arrangements to cut down trees on the Arnum property, even after I explained to him that I had already spoken to the gentleman with whom such arrangements were made. Mr. Nordø told this gentleman that (“Alt er i orden”). During this discussion I also learned that Mr. Nordøs main motivation to rebuild “Kristianhuset” was more as a private recreational “hytte” for his eldest daughter Åsta than it was for any cultural heritage preservation.

It is our understanding both from Christopher Marius Straumøy and others who have been following the case, that Mr. Nordø intends to “rebuild” the interior of the proposed structure much higher than that of a typical “Husmannsplass” ...as he and his family are rather tall and would have to bow down to stand in a true reconstruction of the “Husmannsplass.” Mr. Nordø has previously sent in drawings that indicate the ceiling height will be higher in the “reconstructed” building, as he wants to be able to stand upright in the recreational “hytte!” This is not consistent with the original building and deteriorates significantly from any cultural value.

We also understand at the walls will not necessarily be constructed as a true representation of the original building due to potential extensive costs. It is our contention that if anything is to be reconstructed, it should be done so with the materials and techniques used in the original construction. We assume that the Østerøy Museum and Hordaland County Conservatory would certainly be aware of proper reconstruction materials and techniques and able to provide any necessary technical assistance.

We contend that **IF** there is to be any reconstruction of a Husmannsplass that it should be an **exact replica**, using all the proper materials and techniques as would have been used at the time. **“As close as possible”** as stated in Austrhem Kommune’s conditions of dispensation is not sufficient. Especially if the cultural museums have expressed an interest and have supported the project. This again suggests a private recreational “Hytte” vs. “Reconstruction.” Once again, we doubt that the intent of financial support by the various cultural heritage agencies was intended to support use as a private recreational “hytte.”

Why would a “reconstruction” of a “Husmannsplass” require a bio-do? Such a device didn’t exist in the 1800’s. Only a “hytte”, planned to be used as a private recreational cabin would require such an accommodation. Any “reconstruction/replica of a Husmannsplass” for cultural heritage purposes would not require such a device.

In the letter of decision for dispensation from Austrheim kommune, the assessment from the county municipality includes the statement that **“The house itself has been lost as a cultural monument.”** Therefore, **IF** anything is to be rebuilt, it should be done so **EXACTLY** as it was originally.

Document 2

We also have concerns as to water collection and waste water that will no doubt be generated by use of the proposed “reconstructed” building as a private recreational “hytte.” This particular area of the property is heavily saturated with water. Waste water will no doubt be generated by private recreational “hytte” use. Is a cistern to be used to collect wastewater as well? If so, it would need to be emptied...how is that to be accomplished?

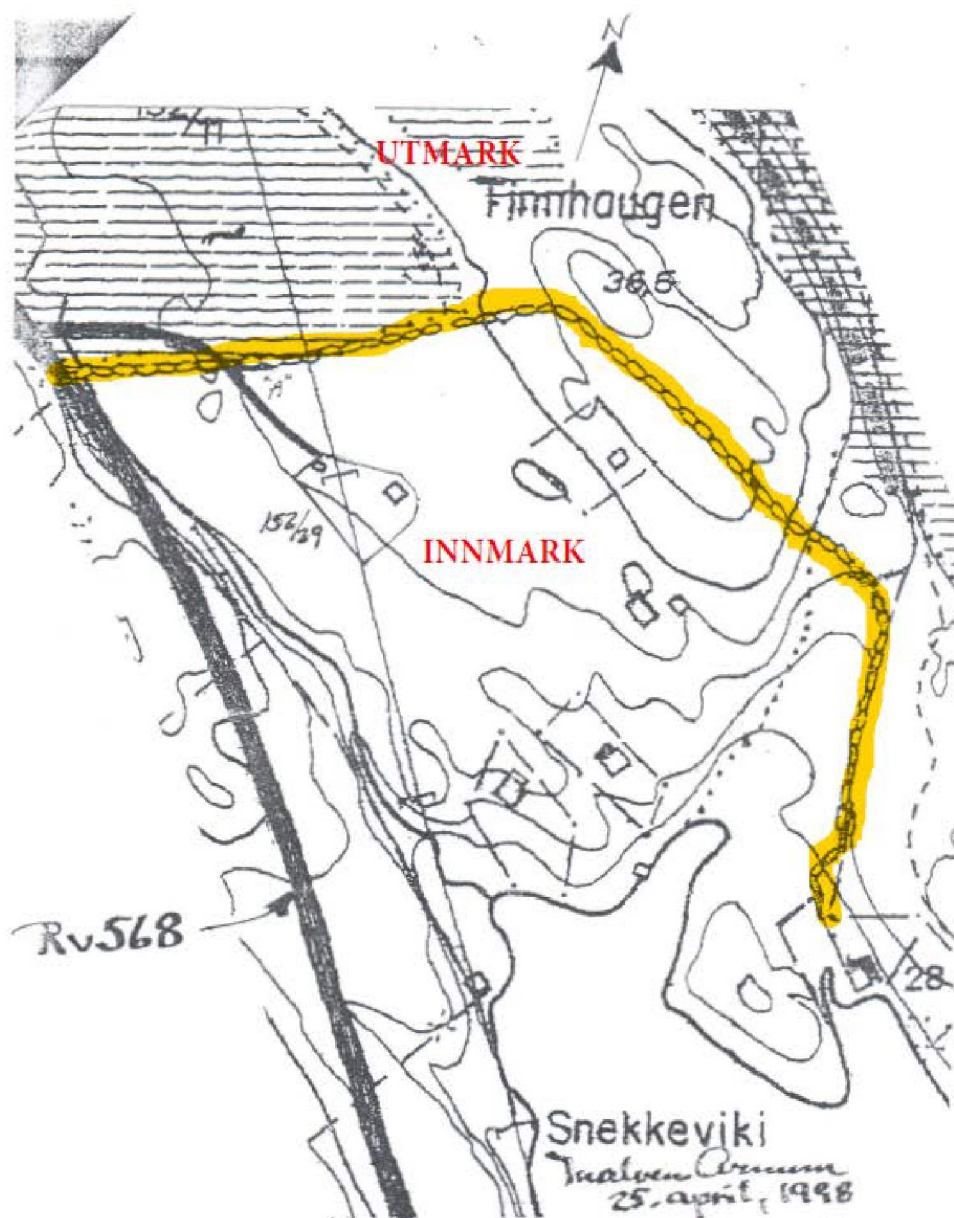
We have noted that, without communication, authorization nor any water rights, someone has created a path over our property to an old well (brønn) in the area. The path is directly across from the stairs to the former site of the “Husmannsplass.”



It is unfortunately, our family’s opinion, that Mr. Nordø has no respect for our private law rights and feels he can do whatever he pleases on our property. This cannot be tolerated.

Document 2

Mr. Nordø has made a claim that he has free reign over our property as “utmark.” Relative to “innmark” vs. “utmark,” there is a stone wall that clearly delineates these two distinct areas on our property Gnbr. 152/11 (see photos and sketch below). “Innmark” includes, as we understand, cultivated land and cultivated pastures, including meadows and smaller pieces of uncultivated land within the same area. As a legal term, it also includes courtyard, house plot and the like. “Innmark” was supposedly originally used for the land that lies within the fences (home farm). Land outside this area is what we know as “utmark.” Mr. Nordø's claim that he has free right to roam within the area defined below as “innmark” is strongly disputed. Family members Monrad Arnum, Malven Arnum, Michael Arnum and relative Kjetil Lygre have all planted various fruit trees, bushes and plants within this area defined as “innmark.” As landowners, are we not entitled to define “innmark” vs. “utmark” and to a private zone around buildings and within “innmark?” (see below)





East side of stone wall delineating innmark vs. utmark



West side of stone wall delineating innmark vs. utmark

Document 2

Mr. Nordø's claim that the "Nabovarsel" was posted on March 18, 2022 and that the comments reached him more than two weeks after the deadline (two weeks after the posted date) needs to be addressed. Mail from Norway to the United States takes more than two weeks to be delivered, especially during the Covid Pandemic and since the Postmaster General Louis DeJoy ordered sorting machines removed from U.S. Post Offices! There was no possible way for the Arnum Family to even receive the "nabovarsel" before the deadline by the chosen route of delivery. In fact, one part-owner of 152/11, the family of Magnus Arnum, never received a "nabovarsel." Mr. Nordø could have sent the notice by express mail with a return receipt to ensure delivery. Or perhaps E-mail with a read receipt would have been another viable option. We are certain Mr. Nordø was aware of such delivery options and delays.

No one, other than the main property owners have parking rights on Gbnr. 152/11. The building law, as we understand it, requires access prior to building. Although access by sea may be an option, we find it highly unlikely that Mr. Nordø will access any reconstructed private recreational "hytte" only by the sea. We do not believe the building law takes into consideration use of public parking or a bus stop as an alternative to road access. We find it hard to believe that public parking in the area was designed or meant for use as private recreational "hytte" parking. Of some interest, after many years of having to use a bus stop much further up the road, how, why and when was a new bus stop placed at our driveway?? Who requested this??

There are additional claims made by Mr. Nordø relative to our property stated in this letter which are also in dispute, but these will have to be addressed in a follow-on response, after full review of the documents.

It should be noted that the Nordø family owns two other hyttes within our property as well as a hytte in "Skarpeneset."

The question of whether the advantages of granting a dispensation will be "clearly greater than the disadvantages" is truly in the eye of the beholder. We ask, "Advantages for whom? Disadvantages for whom?" There are already three "hyttes" in use within the property Gbnr. 152/11, two of which are owned by the Nordø family. In our opinion, building of a fourth private recreational "hytte" should not be granted. This proposed "*reconstruction of a Husmannsplass*," is that of a building that was never intended for use as a private recreational "hytte." Members of the Arnum family are planning to return to the family homestead and reestablish our roots. Additional recreational activity on the property is not desired. In addition, the physical and mental health as well as safety of those on the property must be considered.

I myself am currently making plans to relocate to Norway to reestablish our family's cultural heritage. This will hopefully allow our family to better maintain our family homestead, in addition to protecting our private property rights. As stated, there are three hytte's within our property. LNF would certainly prevent any additional hytte's from being built today or for any hytte to be placed within another person's property, as was apparently done in the past on our property.

Additional concerns:

The Nordø family began cleaning, painting and restoration of “Kristianhuset” prior to the fire, possibly during the summers of 2015/2016 and it was our understanding that the building was in rather poor condition: termites having taken their toll on the structure and damage from animals that had gained entry during periods of non-use. A costly and difficult project to restore from such poor conditions. How convenient for it to have burned down to give an opportunity to rebuild.

As indicated in the letter from Austrheim kommune: *“Before the house burned down, homeowners received a grant from Hordaland County Municipality to make copies of the original windows in the building. These will be used in the reconstruction of the building.”* As a Deputy Fire Chief and Fire Investigator in the U.S., I find it extremely interesting that the windows that were reconstructed prior to the fire, mysteriously were not at the property the night the structure burned, as they had reportedly been removed...was this in preparation for a rebuilding after the fire? Also, of note, one does not necessarily need to be in the area at the time of a fire to have had some involvement.

In the summer of 2017, the year after the fire, when I was again at our family homestead in Snekkevik, Mr. Nordø, on more than one occasion, was quite adamant to explain to me exactly what had happened and who was responsible for the fire. I did not even ask, he just insisted on telling me...this too is was what I would consider quite unusual behavior. While certainly not wishing to accuse anyone of any misgivings...these circumstances certainly bear additional investigation as motives exist for various parties.

Document 2

Our family has always desired peace and harmony amongst all who have enjoyed Snekkevik over the years. However, our family has been severely taken advantage of over the years and we find this is the last straw. We do not wish for another private recreational use “hytte” to be built.

Mr. Nordø is well connected in the Austrheim community, having lived and worked in the community for several years. He has also utilized articles in the newspapers to draw interest to his cause. The Arnum family has been at a disadvantage to express our views, and we feel Austrheim Kommune has not given our family’s concerns the same regard. For example, in the letter from Austrheim kommune it states “*There are some comments from owners of Gbnr. 152/11, the Arnum family living in the USA. They are made short here, but for a complete review see the appendix.*” And then, primarily only the positive comments were selected for inclusion in the letter.

SHOULD DISPENSATION BE GRANTED, which the Arnum family strongly opposes, it should be known that neighbors have taken various “liberties” relative to the borders of the properties within the main farm property Gbnr. 152/11. Therefore, **IF** dispensation is to be granted, it is imperative that **additional conditions** be imposed on the developer to include:

- A proper survey of the properties 152/11 and 152/29 must be conducted by qualified professional and paid for by the developer.
- Removal of trees on the main farm Gbnr. 152/11 (as agreed upon by owners of Gbnr. 152/11) that could be claimed to be threatening to Gbnr. 152/29 to be paid for by the developer.
- Proper drainage (as assessed by a qualified professional) from “Tinnhaugen” across Gbnr. 152/11 and the walking path to Gbnr. 152/29 to the sea be installed and paid for by the developer. (the walking path right registered to 152/29 mentions drainage and maintenance)
- Any land on Gbnr. 152/11 previously disturbed by Mr. Nordø or disturbed during or after construction, must be restored to its original condition to the satisfaction of the landowner of Gbnr. 152/11 and paid for by the developer.
- If there is any unauthorized tree felling by Nordø (or arranged by Nordø) there must be compensation paid to the owners of Gbnr. 152/11 by the developer.

Document 2

There have been years of conflict over this property and the structure placed upon it, which appears to have led to its eventual and unfortunate destruction by fire. The only beneficiaries of this conflict have been the lawyers involved in the case! It saddens us deeply to have to defend our rights in this manner. So, the question is, how do we resolve this long-standing conflict and restore peace and harmony in Snekkevik? When is this long-standing conflict to come to an end??

I propose the following possible solution for consideration:

- The disputed property Gbnr. 152/29 should be restored to the main farm Gbnr. 152/11, as it was never legally obtained by any party from the Arnum family.
- If the museum/community/cultural heritage group wishes to rebuild “Kristianhuset” **EXACTLY** as it was originally (not for use as a private recreational hytte), the Arnum family, owners of Gbnr. 151/11 would agree to allow this, provided it is done just as it would have been in the past...by leasing the land from the main farm owned by Arnum (Gbnr.152/11) who would agree to a long-term lease to the community.
- Neither of the “warring parties” Nordø or Soldveit (or Arnum) would own the structure, it would belong to the museum or the community on leased land, just as it would have been back in the 1800’s.
- There would be a need for annual funding to be provided by the community or the cultural organizations to support any necessary maintenance to be done by Arnum, the museum authorities, Austrhiem kommune or an agreed upon neutral party.
- There would be no need for a cistern, bio-do, parking or any of the other modern requirements of building a private recreational “hytte” (We doubt funding/grants provided to date were meant to subsidize the building of a private “hytte”)
- If this project is of such cultural heritage significance, it should **not** be owned by any one individual, it should belong to the community.

This proposal would serve the current stated purpose of the “reconstruction of a Husmannsplass” and hopefully bring an end to a long history of dispute among all parties.

Again, we wish to preserve the right to comment further once we have the opportunity to review all the documents and will do so after returning to the U.S. We will be sure to send in additional comments and documentation no later than August 1, 2022.

Thank you for your consideration,

Anita Arnum on behalf of the Arnum family, owners of Gbnr. 152/11

c/c **Statsforvaltaren** at sfvlpost@statsforvalteren.no

Parkeringsarbeide
(ikke tinglyst)

Gangrett til brygge

Gangrett for 152/30

Gangrett til sjø
for 152/29

Tinglyst båtfeste
for 152/29

Tinglyst båtfeste

Bruksrett
til naust
(ikke tinglyst)

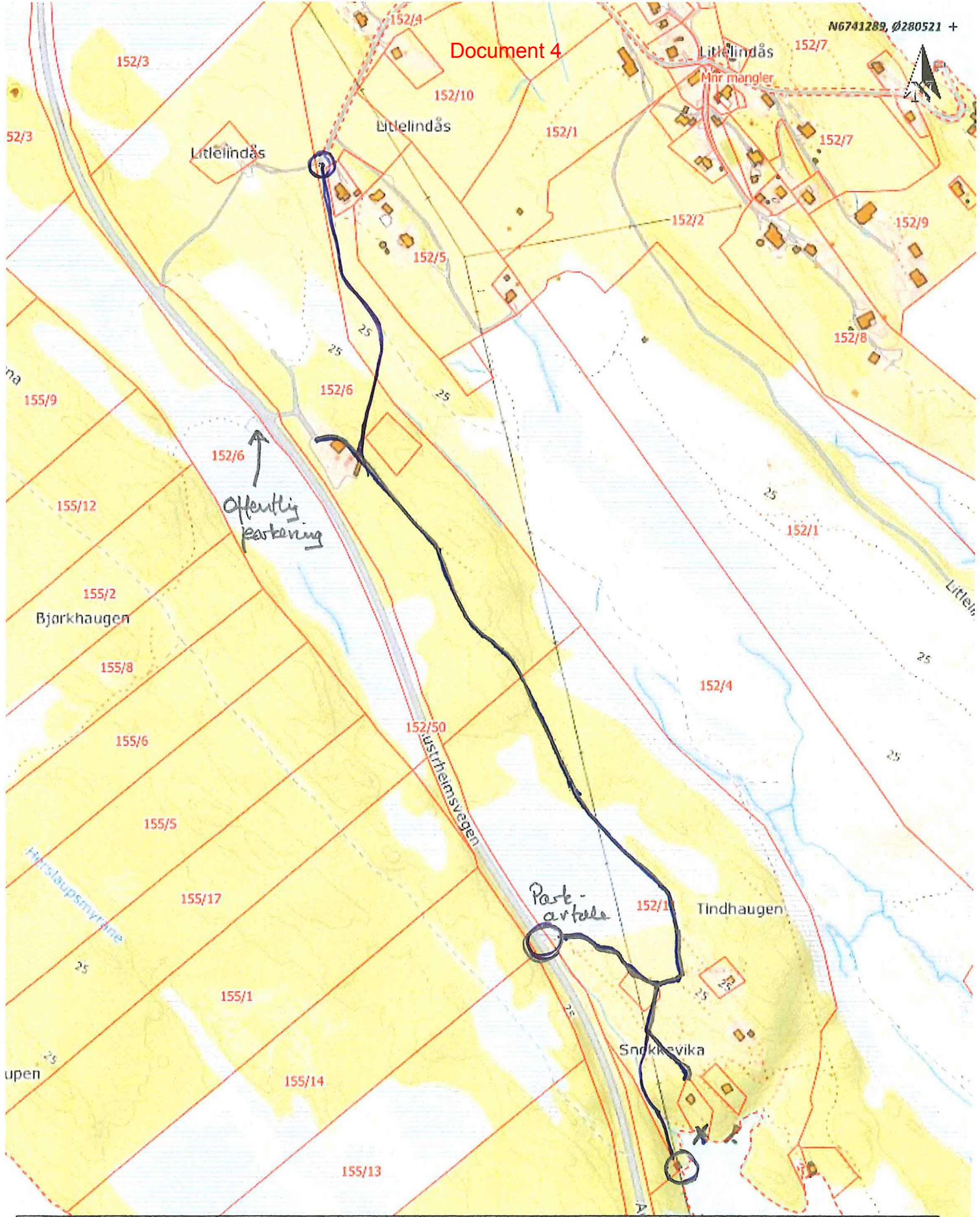
Tinglyste gangretter og båtfeste 1702

Dato: 24-03-2020

NHdigi.no

Målestokk: 1:1 250

30m



Tinglyste gangretter, båtfeste og offentlig parkeringsplass

Dato: 24-03-2020



Målestokk: 1:5 000



H 250
DAGBOKFØRT

19 SEP 80 06307

SØRENSKRIVAREN
NORDHORDLAND

KONTRAKT

ang.

Overdragelse av Hyttetomt på Gården Snekkevik

Undertegnede Monrad S. Arnum (som selger), med hustru Magnhild D. Arnum, eiere av gården Snekkevik (gård nr. 152, brn.11) i Austrheim herred, selger og overdrar herved til Georg Daae (som kjøper) en hyttetomt på ca. mål (nærmere beskrevet nedenfor), og fraskriver seg alle rettigheter, for seg selv og sine arvinger, til samme tomt, på følgende vilkår:

1. Selger krever av kjøper Kr. 500 for hyttetomten.
2. Selger eller arvinger forbeholder seg førstekjøpsrett, ved eventuelt salg av samme hyttetomt som kjøper eller hans arvinger skulle foreta seg for femti (50) år, untatt ved salg til sine arvinger.

Beskrivelse av hyttetomt (se vedlagt kartskisse)

Grenselinjen begynner ved bergknaus syd for "Kristianhuset" og går derfra i vest-syd-vestlig retning for ca. meter. Herfra i nord-vestlig retning for ca. meter, langs etter østre grunnmur av tidligere fjøs. Videre i nord-østlig retning for ca. meter til X (rød) i berg, i linje med nordre vegg av uthuset. Fra X i berg til et punkt to (2) meter øst for østlige vegg av "Kristianhuset" og videre i linje med huset to (2) meter, og så tilbake til utgangspunktet i bergknausen syd for huset.

Til hyttetomten kommer følgende retter tilgode:

1. Gangsti nord-vestover til "Leirkjeldø", samt rett at ta vann fra samme. Mer rimelig vannrett kan komme tilgode i fremtiden ved nærmere avtale.
2. Gangsti i syd-østlig retning, langs etter "bråtet" til "Monsegrunnene" til tidliger utstukket vei ned gjennom "Monsekaret" til strandlinjen i Snekkeviken, og nordover til Lillelindås. Mer rimelig gangsti kan komme tilgode i fremtiden ved nærmere avtale.

Naust-tomt og båt-lende i Olderviken, ved "Kristiannaustet" kan leies for Kr. 50 per år, med ett års oppsigelse. Intil videre kan den nåvaerende gangsti til Olderviken brukes, likeså gangstien nordover til Lillelindås.

Som Vitne:

Malven Arnum
Malven Arnum
Leng Demarest
Leng (Arnum) Demarest

Magnus Arnum
Magnus Arnum

Som Vitne:

Som Selger:

Monrad Arnum
Monrad S. Arnum
Magnhild D. Arnum
Magnhild D. Arnum

Som Kjøper:

Georg Daae

Vi bekrefter at dok. er underskrevet i vårt nærvær, og at underskriverne er over 20 år:

KOMMUNIKAT

ENG.

Dokumentet beses og gj. som hjemmel for på 29. september 1989 på

Lillelindsås i Austrheim.

Underrettede Mortad S. Arnum (som selger) med hustru
Magnhild S. Arnum, elere av gården Gækkvick (gård nr. 152, p.m. 11)
i Austrheim herred og overfor kjøperen (som kjøper) og overfor
kjøperen (som kjøper) og overfor Mortad S. Arnum (som selger) og
Magnhild S. Arnum (som selger) og overfor Mortad S. Arnum (som selger)
og Magnhild S. Arnum (som selger) og overfor Mortad S. Arnum (som selger)
og Magnhild S. Arnum (som selger) og overfor Mortad S. Arnum (som selger)

1. Selger krever av kjøper Kr. 500 for hytteomtøen.

2. Selger eller arvinger forbeholder seg forbehold
for kjøper eller hans arvinger. Kjøper og selger
Dok. avgitt med kr. 100.-

SØRENSSKRIVAREN
NORDHORDLAND

Granselinten på gården i vest-sydvestlig retning for ca. 2 meter.
Langs etter denne grannen av tidligere gårds, videre i nord-
østlig retning for ca. 2 meter til X (rd) i berg i nord-
østlig retning med nordre vegg av utnisset. Fra X i berg til et punkt
to (2) meter øst for tidligere vegg av "Kristianshuset" og
videre i linje med huset to (2) meter, og så tilbake til
utgangspunktet i berggrunnen syd for huset.

3. Hytteomtøen kommer tilfange etter tilføge:

1. Gassatt nord-vestover til "Leirikelbo", samt rett
til vann fra samme. Mer rimelig vannrett kan
komme tilføge i nærtiden ved nærmere avtale.

2. Gassatt i syd-østlig retning, langs etter "brøt"
til "Monasgrunnen" til tidligere utstøket ved ned
gjennom "Monasgrunnen" til strandlinjen i Gækkviken
og nordover til Lillelindsås. Mer rimelig gassatt
kan komme tilføge i nærtiden ved nærmere avtale.

Nasut-tomt og på-tende i Gækkviken, ved "Kristianshuset"
kan leies for Kr. 50 per år, med ett års oppsigelse. I tillegg
videre kan den nåværende gassatt til Gækkviken brukes, jf. selg
gassatten nordover til Lillelindsås.

Som Selger: *Mortad S. Arnum*
Som Kjøper: *Lena (Arnum) Demarest*
Som Vitne: *Magnus Arnum*
Som Vitne: *Lena (Arnum) Demarest*

Sørensskrivar

“KRISTIANNAUSTET”
LEIEAVTALE/LEIEKONTRAKT

Malven Arnum, m/fl, som eiere av Gnr. 152, Bnr. 11 i Austrheim kommune, gir herved skriftlig ett (1) års varsel om opphevelse av leieavtalen/leiekontrakten for tomten som “Kristiannaustet” står på, samt gangstien dertil, båtfesten og fortøyningsbøyen i nærheten derav, og kommer ikke til å fornye samme etter utgangen av nuværende avtale som gjelder til den 1. juli, 1999. Dette er i samsvar med kontrakten “Overdragelse av hyttetomt på gården Snekkevik”, laget mellom Monrad S. Arnum, m/hustru, og Georg Daae, tinglyst 19.9.80.

Eier(ne) av “Kristiannaustet” må være oppmerksom på og være forberedt til å fjerne samme naust kort tid deretter, i alle fall innen 1. august, 1999.


Malven Arnum, m-fl

Dato: 5/6/98

Kommune: 4632 AUSTRHEIM
Gnr: 152 Bnr: 29

Bekreftet grunnboksutskrift

HJEMMELSOPLYSNINGER

Rettighetshavere til eiendomsrett

2022/181499-1/200 15.02.2022 21.20	HJEMMEL TIL EIENDOMSRETT VEDERLAG: NOK 500 000 NORDØ JAN F.NR: 031053 ELEKTRONISK INNSENDT
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Dokumenter av særlig interesse for salg- eller pantsettelsesadgang

2022/142845-2/200 REGISTERENHETEN KAN IKKE DISPONERES OVER UTEN SAMTYKKE FRA RETTIGHETSHAVER

HEFTELSE

Dokumenter fra den manuelle grunnboken som antas å kun ha historisk betydning, eller som vedrører en matrikkelenhets grenser og areal, er ikke overført til denne matrikkelenheten sin grunnboksutskrift.

Servitutter tinglyst på hovedbruket/avgivereiendommen før fradelingsdatoen, eller før eventuelle arealoverføringer, er heller ikke overført. Disse finner du på grunnboksutskriften til hovedbruket/avgivereiendommen. For festenummer gjelder dette servitutter eldre enn festekontrakten.

1966/5949-3/51 18.10.1966	BESTEMMELSE OM GJERDE
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1980/6307-2/51 19.09.1980	FORKJØPSRETT For Monrad Arnum eller hans arvinger i 50 år, dersom kjøper vil selge d.e. til andre enn sine arvinger alt iflg. skjøte
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1997/5-2/51 02.01.1997	BRUKSRETT Rettighetshaver AUD K. DAAE, f. 080325
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2003/3187-1/51 30.04.2003	DOM U/HJEMMELSOVERGANG ARNE NORDØ OG BJØRG NORDØ er eier av en ideell andel på 50% av "KRISTIANHUSET" på denne eiendom Iht. dom av 23.april 2003 i Gulating lagmannsrett
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2004/7586-1/51 31.08.2004	** DIVERSE PÅTEGNING ARNE NORDØ OG BJØRG NORDØ er eier av hele "KRISTIANHUSET" på denne eiendom, jf Nordhordland tingretts kjennelse av 12.02.2004.
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2022/142845-1/200 04.02.2022 16.09	PANTEDOKUMENT BELØP: NOK 550 000 PANTHAVER: MIDTGAARD OLAV EGIL F.NR: 081074 ELEKTRONISK INNSENDT
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2022/142845-2/200 04.02.2022 16.09	REGISTERENHETEN KAN IKKE DISPONERES OVER UTEN SAMTYKKE FRA RETTIGHETSHAVER RETTIGHETSHAVER: MIDTGAARD OLAV EGIL F.NR: 081074 ELEKTRONISK INNSENDT
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GRUNNDATA

Kommune: 4632 AUSTRHEIM
Gnr: 152 Bnr: 29

1966/5949-1/51

18.10.1966

REGISTRERING AV GRUNN

DENNE MATRIKKELENHET OPPRETTET FRA: KNR:4632 GNR:152
BNR:11

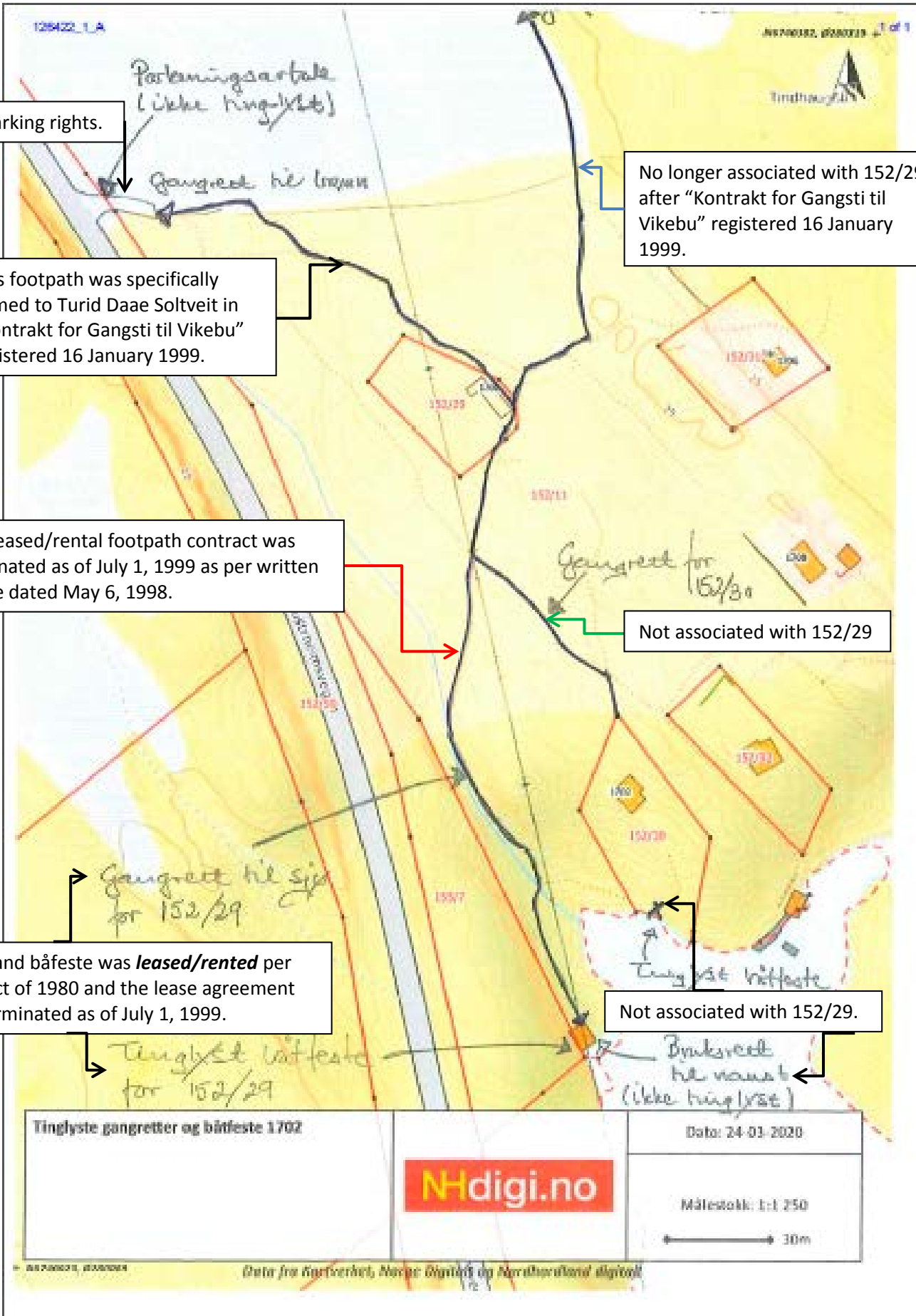
2020/1088458-1/200

01.01.2020 00.00

OMNUMMERERING VED KOMMUNEENDRING

TIDLIGERE: KNR:1264 GNR:152 BNR:29

For eventuelle utleggs- og arrestforretninger, samt forbehold tatt ved avhendelse, som tinglyses samme dag som andre frivillige rettsstiftelser, gjelder særskilte prioritetsregler, se tinglysningsloven § 20 andre ledd og § 21 tredje ledd.



No parking rights.

No longer associated with 152/29 after "Kontrakt for Gangsti til Vikebu" registered 16 January 1999.

This footpath was specifically named to Turid Daae Soltveit in "Kontrakt for Gangsti til Vikebu" registered 16 January 1999.

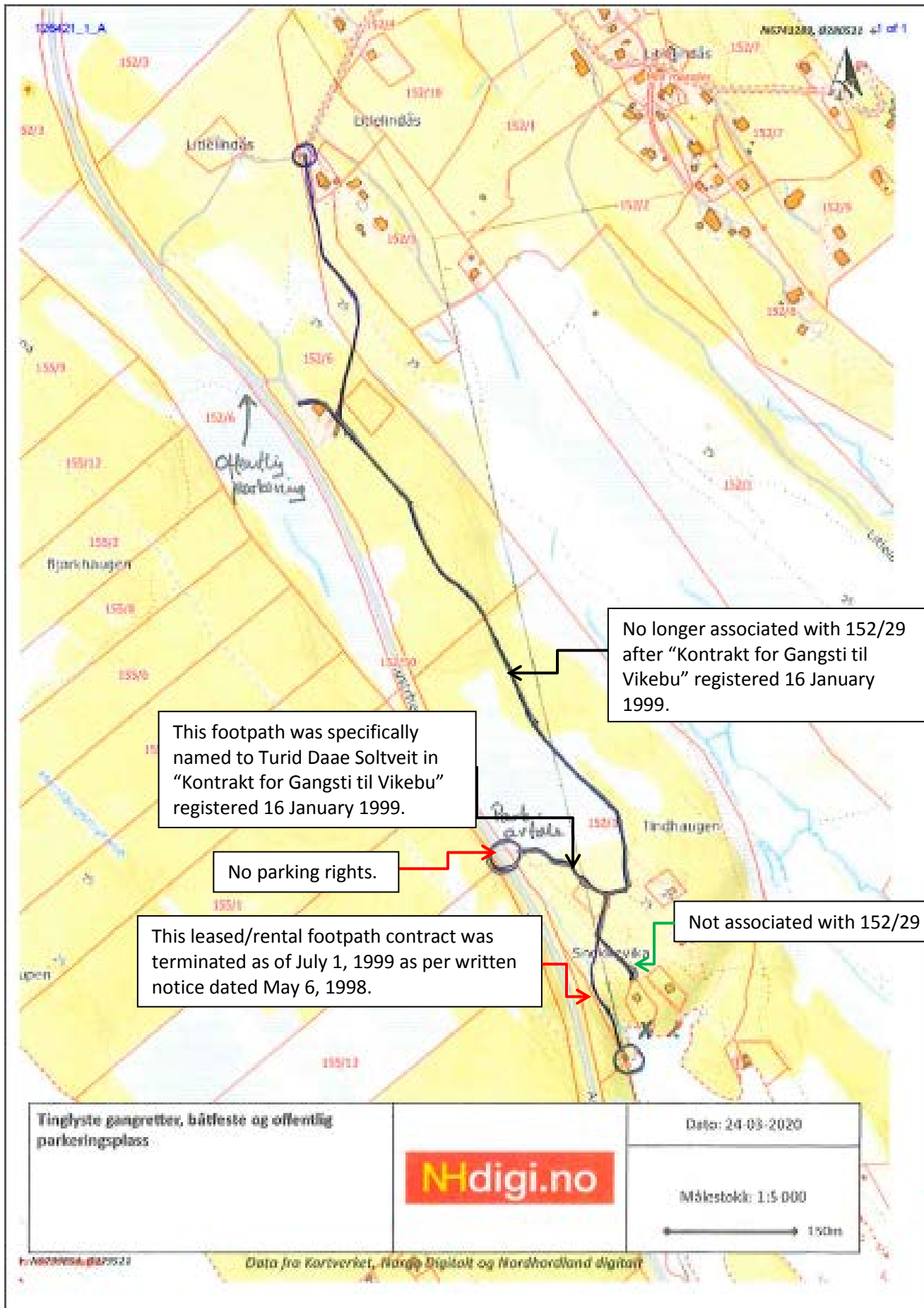
This leased/rental footpath contract was terminated as of July 1, 1999 as per written notice dated May 6, 1998.

Not associated with 152/29

Naust and båtfeste was **leased/rented** per contract of 1980 and the lease agreement was terminated as of July 1, 1999.

Not associated with 152/29.

Tinglyste gangretter og båtfeste 1702	NHdigi.no	Data: 24-03-2020
		Målestokk: 1:1 250 30m



This footpath was specifically named to Turid Daae Soltveit in "Kontrakt for Gangsti til Vikebu" registered 16 January 1999.

No longer associated with 152/29 after "Kontrakt for Gangsti til Vikebu" registered 16 January 1999.

No parking rights.

This leased/rental footpath contract was terminated as of July 1, 1999 as per written notice dated May 6, 1998.

Not associated with 152/29

Tinglyste gangretter, båtferse og offentlig parkeringsplass



Date: 24-08-2020

Målestokk: 1:5 000



28 JAN. 1989

SØRENSKRIVAREN
I NORDHORDLAND
DAGBOKNR: 509

KONTRAKT FOR GANGSTI TIL "VIKEBU"

Undertegnede Malven Arnum, m.fl. eiere av gnr. 152, bnr. 11 (Snekkevik) i Austrheim kommune gir herved Turid Daae Soltvedt som eier av gnr. 152, bnr. 29 (Vikebu) i samme kommune, rett på en adgangssti (gangsti) fra avkjørselen ved RV 568 i Snekkevik, og derfra i sør-østlig retning til nord-østre grensehjørnet av "Vikebu"-tomten, etter den samme tidligere gangsti til/fra "Leirkjeldo" (se vedlagte kartskisse), på følgende vilkår:

1. Gangsti-retten skal være i stedet for den tidligere midlertidige stiretten nordover til Litlelindås pr. kontrakt "Overdragelse av hyttetomt på gården Snekkevik", laget mellom Monrad S. Arnum (med hustru) og Georg Daae, tinglyst 19.9.80, og nevnt i skylddelingsforretning av 19.3.66.
2. Opparbeidelse av en gangsti på inntil en (1) meters bredde maksimum er tillatt.
3. Nåværende og fremtidige hytteeiere i Snekkeviken skal også ha lov å bruke samme gangsti helt eller delvis etter behov innenfor gnr. 152, bnr. 11's grenser.
4. Eiere av gnr. 152, bnr. 11 forbeholder seg rett til å legge en avløpsgrøft under gangstien ved "A" (se vedlagte kartskisse) for vann fra Tinnemyren.
5. Eiere av gnr. 152, bnr. 11 forbeholder seg også rett til å krysse samme gangsti med jordbruksmaskiner ved eller i nærheten av "A" (se vedlagte kartskisse).

Sudbury, USA, den 11/9/98

Malven Arnum
Malven Arnum

Straume, den 21-1-99

Turid Daae Soltvedt
Turid Daae Soltvedt

, den 11/26/98

Leny Demarest
Leny Demarest

, den 12-2-98

Magnus Arnum
Magnus Arnum

, den 11/26/98

Dagny Arnum
Dagny Arnum

, den 12/4/98

Elyy Decrescenza
Elyy Decrescenza

Retur
Adv Svein Aage
Eilertsen
P.b. 344
5001 Bg

REGISTRERT

28 JAN. 1989

SØRENSKRIVAREN
I NORDHORDLAND
DAGBOKNR: 509

