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From: Anita Arnum and the Arnum Family
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Date: 19 April 2022

To Whom It May Concern:

The Arnum Family is in receipt of a **Nabovarsel** dated March 16, 2022 (post marked March 18, 2022) regarding the “*Gjenoppbygging av lemstove (Kristianhuset) fra slutten av 1700-tallet på eksisterende grunnmur og inngangsposti etter brann i 2016*” on the property identified as Gnr 152 Bnr 29. We received this notification via US Mail on or about April 6, 2022 from Jan Nordø. We provide the following response to the Nabovarsel for your consideration:

The Arnum Family has owned the property known as “*Snekkevik*” (Gnr 152 Bnr 11) since my grandfather Monrad Seline Arnum obtained it in the early 1900’s, built a house and raised his family there with his wife Manghild Arnum. The Arnum family has maintained ownership of the property, house, outbuildings and boathouse even after emigrating to the United States in 1948. Family members return often to maintain the property and visit with friends and relatives.

The Arnum family has maintained good relations with the Nordø family for many years, sharing many good times together, celebrating birthdays, fishing, conversation, sharing stories, coffee, meals, and we desire to maintain good relations for years to come.

Regarding the rebuilding of “*Kristainhuset*”, we do have the following concerns:

- **No parking rights^{1, 11}**
 - Cabin owners within the main property Gnr 152 Bnr 11 have no right to parking on our property.
- **No established right to the sea³**
 - Any temporary leased right of a path to the sea that “*may*” have been associated with Gnr 152 Bnr 29 was terminated July 1, 1999.
- **Limited access²**
 - The only right of access to Gnr 152 Bnr 29 is a 1 meter wide walking path that was registered January 26, 1999.
- **No water rights^{1, 11}**
 - During the construction of what is now known as Austrheimsvegen, the well “Leirkjeldo” that supplied water was destroyed. All parties within Gnr 152 Bnr 11 were compensated by the Hordaland Public Roads Administration and therefore no longer have a claim to or are entitled to new well or water collection on the main property Gnr 152 Bnr 11.
 - The ***Planning and Building Act Section 65. Water Supply*** indicates that no building may be constructed or put to use for the purpose of housing humans or animals without satisfactory access to hygienically safe and sufficient potable water.
- **Discharge of waste¹¹**
 - What is the plan for the discharge of waste water? (Washing dishes etc.)
- **Proximity to the property line**
 - The reconstruction is proposed to occur on the existing foundation, which is less than the required four (4) meters as required by the ***Planning and Building Act Section 70. Location of the building, its height and distance from the boundary of adjoining property***

“2. Unless otherwise decided in a plan pursuant to Chapters VI and VII, the distance of the building from the boundary of adjoining property shall be equal to at least half the height of the building and not less than four meters. The municipality may approve that a building be located closer to the boundary of adjoining property than the distance specified in the first paragraph, or on the boundary of adjoining property

 - a) *when the owner (lessee) of the adjoining property has given his written consent, or*
 - b) *when a garage, outhouse or similar small building is to be erected.”*
 - Neither of the two exceptions listed in the regulation (a or b) apply.

- If there is to be any dispensation to this requirement, an official survey of the property Gnr 152 Bnr must be a condition of any building permit issued and we would request that it be witnessed by a member of the Arnum family, as we have some knowledge of the boundary lines and marks.
- **Electric Power Lines**
 - Electric power lines run directly over the property Gnr 152 Bnr 29.
 - Does the proposed reconstruction meet BKK rules⁴ for distances for building? (Attached)
 - Are there health or safety risks associated with being in proximity to power lines?
- **LNF Area**
 - It is our understanding that construction of cabins is not permitted in LNF areas.
- **A question of any remaining cultural value**

While that the loss of “Kristianhuset” by fire (under suspicious circumstances) in August 2016 was tragic, it can never be re-created. Only a replica can be constructed of new materials which do not have the same historical value. Austrheim may have lost a national treasure, though it was noted to be in poor condition when evaluated by *Norges Takseringsforbund*⁵ in August of 1995. (Can it be expected to last forever?)

“Tømmeret og resten av treverket er mottete og i dårlig forfatning. Deler avtømmeret, 1. etasjes fjelkelag og sutak er angrepet av råtesopp. Bølgeglekktaket er rusta. 2. vindu bør skiftast. Der er ny kledning på 3 utvendige fasader, og 1 stort og 3 små ny vindu.

Hytte er av gamal årgang og i dårlig forfatning. Den har tidegare stått på en annan stad, og er flytte der till den no står, og er antakeleg bygd ein gong på miten av forige århundre. Den opprinnelege brønnen er ødelagt av vegvesenet, og drikkevatn 0.1 må hentast med bil. Vaskevatn kan finnast i nærleiken.” [The last sentence is incorrect.]

- While the original structure may have had some cultural value as a “*husmannsplass*” or “*lemstove*,” that was unfortunately lost in the fire.
- The proposed building site is not the original site of the building as it has been moved at least once from another site...possibly from Njøten.
- Rebuilding with new materials does not hold nearly the same cultural value.
- The location on the property does not allow for it to be even noticed by the community.
- Mr. Jan Nordø is requesting reconstruction of “Kristianhuset” for the purpose of using it as a holiday cabin...what then is the cultural significance?

- **Lack of respect for the property and private law rights of main land owners (Gnr 152 Bnr 11)**

The Arnum family's property and private law rights have been violated on several occasions by the proposed developer Mr. Jan Nordø, who most recently:

- Arranged for a tractor to lay down blasting mats across our property where he has no right of access to facilitate tree removal from his property.
- Arranged for several trees to be removed from our property without our knowledge or permission. (We were able to prevent this tree removal as of March 31, 2022)
- Arranged for a tractor (2021?) to facilitate removal of the debris from the fire across our property where he has no right of access without our knowledge or permission.

This unauthorized activity has left scars on our property and has disrupted the natural drainage of water from "Tindemyren" to the sea.

Jan Nordø was confronted on March 31, 2022 regarding this most recent unauthorized access and damage to the property. **If** the project is to go forward, there have been a number of conditions that would be required by the Arnum family if Jan Nordø wishes to have access over Gnr 152 Bnr 11 to facilitate the work.⁶ **If** the project does not go forward, we will seek repairs to the property for damage caused by work already done.

The property that has come to be identified as Gnr 152 Bnr 29 has had a turbulent history.^{1, 11}

- In the early 1900's a small house ("husmannshus" or "lemstove") known as "**Kristianhuset**" was owned by Kristian and Magli Snekkevik (Monsen), living as tenant farmers on Gnr 152 Bnr 11. Upon the death of Kristian (1944) and Magli (1940) the tenant farm and the piece of land on which "**Kristianhuset**" stood (but not the house itself), reverted to the owners of Gnr 152 Bnr 11, Monrad S. Arnum and his wife Magnhild D. Arnum
- In the summer of 1947 when Monrad Arnum came home after the war, both Julia Daae and Solveig Nordø approached him to ask if they could purchase a plot of land around "**Kristianhuset**." Monrad gave a definite "NO" and said they could tear down the house and outbuildings and move away from Snekkeviken.⁷
- In 1966, a plot of land approximately 700 m² (0.7 dekar) around "**Kristianhuset**" was selected and marked via "Skylddelingsforretning." A Purchase & Sales Contract was prepared, but **never** executed between Monrad S. Arnum (seller) and Georg Daae (buyer).⁸
- Due to an ownership dispute among heirs to "**Kristianhuset**," the Purchase & Sales Contract was **never** agreed upon or executed.

- In 1980, just after Monrad Arnum died (1979) this former 1966 Purchase & Sales Contract was apparently presented (without knowledge of the Arnum family) to and accepted by the Registry of Deeds and “*Tinglyst*” without a properly executed Deed to the property Gnr 152 Bnr 29. The Arnum family executed a Deed of Sale (“*Skjøte*”) for this property. The Nordø family recognized this as well as noted in a letter received from Per Nordø dated May 22, 2012.⁹
- As listed in the “*Bekreftet grunnboksutskrift*”¹⁰ 1980/6307-2/51 dated 19.09.1980 it appears that the Arnum family may have a purchase right until 2030 (50 years) if the property is sold to other than their heirs. This may need to be explored further.
- The Nordø and the Daae families, heirs to Kristian and Magli, have had a dispute over ownership of the house itself “*Kristianhuset*” for many years.
- Based on historic documents, there may still be a question as to rightful ownership of the plot of land on which “*Kristianhuset*” stands. Now that “*Kristianhuset*” is gone, perhaps the plot should revert back to the main property as was originally dictated.

With this tumultuous history, we wonder: Is it worth rebuilding “*Kristianhuset*”?

We have listed our concerns. We all want to be able to enjoy Snekkeviken in peace and harmony and enjoy each other’s company. In order for this to occur, there must be a restoration of trust and respect. We as owners of the main property (Gnr 152 Bnr 11) must also preserve our property and private law rights which have been violated on several occasions due our limited presence on the property. However, lack of presence should in no way diminish our rights or allow others to take advantage of the situation.

On behalf of the Arnum Family, owners of Gnr 152 Bnr 11

And Family Members

Leny Demarest Arnum
 Dagny Arnum
 Martha Arnum
 Anita Arnum
 Drew Arnum

Linda Demarest
 Karen Arnum Mitchell
 Michael Arnum

This letter is electronically approved by the authors and therefore has no handwritten signature.

See next page for list of attachments.

Attachments:

- 1-1998 Affidavit re Kristianhuset & Vikabu
- 2-1999-01-26_Kontrakt for Gangsti til VIKEBU
- 3-1998-05-06 Kristiannaustet Leieavtale-Leiekontrakt_
- 4-BKK
- 5-1995-08-09_Norges Takseringsforbund
- 6-2022-04-16_Jan Nordø Letter_Access Over 152-11_April-2022
- 7-1998-08-07_Arnum Letter 08-07-1998_
- 8-1980-09-19_Original Purchase Contract Daae 1966
- 9-2012-05-22_Per Nordø Letter May 22 2012_
- 10-2022-02-15_Grunnboksutskrift gnr 152 bnr 29 - Nordø(5927786.1)_
- 11-July 2004 Snekkevik Cabin Meeting Minutes_
- 12-2022-04-06_Nabovarsel from Jan Nordø