An AFFIDAVIT Regarding "KRISTIANHUSET" & "VIKABU", Gnr. 152, Bnr. 29 in AUSTRHEIM Kommune

TO WHOM IT MAY CONCERN:

- WHEREAS, a small house, perhaps 200 years old, variously known as "KRISTIANHUSET", owned and used years ago by Kristian and Magli Snekkevik, living as tenant farmers on Gnr. 152, Bnr. 11 in Austrheim kommune, and
- WHEREAS, upon the death of Kristian in 1944, predeceased by Magli in 1940, the tenant farm and the piece of land on which "KRISTIANHUSET" stands, but not the house itself, reverted to the then owners of Gnr 152, Bnr 11, Monrad S. Arnum (died 1979) and his wife Magnhild D. Arnum (died 1987), and
- WHEREAS, it was the expressed wish of Monrad S. Arnum in 1947 that said house should not be removed (demolished), but rather, that it should stand as a memorial to the old tenant farmers, and
- WHEREAS, a plot of land approximately 700 square meters (0.7 dekar) around said house was selected and marked via "Skylddelingsforretning" in 1966, and a Purchase & Sales Contract prepared between Monrad S. and Magnhild D. Arnum, sellers, and Georg Daae, buyer. Said Purchase & Sales Contract gave buyer right of access ("gangsti") to the property and to the shoreline, but NOT right to the piece of land on which a boathouse ("KRISTIANNAUSTET") stands, and
- WHEREAS, upon learning of an ownership dispute among heirs to "KRISTIANHUSET", sellers offered an equivalent parcel of land (currently not an option), which offer was rejected by buyer, and
- WHEREAS, said Purchase & Sales Contract obviously has been accepted by Registry of Deeds ("Tinglyst") in 1980 without a properly executed Deed to said property (Gnr 152, Bnr 29), with surviving seller refusing acceptance of earlier agreed upon purchase price (Kr 500,-), and therefore placed in escrow in a Bergen bank by buyer.
- NOW, HOWEVER, BE IT KNOWN, that seller's heirs (Arnum family), declare that said Purchase & Sales Contract is not concerned with <u>ownership</u> of "KRISTIANHUSET", and that seller never executed a Deed of Sale ("Skjøte") to the plot of land on which "KRISTIANHUSET" stands.

FURTHER, BE IT KNOWN, that seller's heirs will themselves decide whether or not they intend to become litigants in any effort to undo said Purchase & Sales Contract.

For the Arnum Family,

Malven Arnum 12/4/98

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