



OPELLE V. KNEUBHL TRUST

2006

MARGARET's AFFIDAVIT

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RECEIVED

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 8 IN THE HIGH COURT OF AMERICAN SAMOA
 9 TRIAL DIVISION

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 11 DOUGLASS CRANE (MIKE) KNEUBUHL,
 MARGARET K. LANDRIGAN, and ALFRED
 12 JAMES PRITCHARD KNEUBUHL as trustees
 and beneficiaries of the Kneubuhl Trust,

HCCA NO. 11-01

AFFIDAVIT OF DOUGLAS CRANE
 (MIKE) KNEUBUHL IN SUPPORT OF
 OPPOSITION TO MOTION TO CONTEST
 STANDING

13
 14 Plaintiffs,

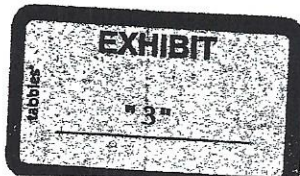
15 v.

16 LILIAN ALA'L, and FRANCIS OPELLE,
 17

18 Defendants.

19 I, Douglas Crane Kneubuhl, having been duly sworn, do hereby say:

- 20 1. That I am over 21 years of age and I am one of the Plaintiffs in the above captioned matter;
 21 2. I am and remain a trustee in the real estate trust established by Lena Pritchard Kneubuhl on
 22 or about August 15, 1960.
 23 3. I am and remain a beneficiary to the real estate trust established by Lena Pritchard Kneubuhl
 24 on or about August 15, 1960.
 25 4. I am and remain one of the trustees/members in the Olo Land Planning agreement.
 26 5. I executed a settlement agreement on June 18, 1982, where I transferred and assigned any and
 27 all of my interests in the "Marital Trust" and the "Residual Trust"; however, I did not
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transfer, assign, or give up my rights in the real estate trust established by Lena Pritchard Kneubuhl.

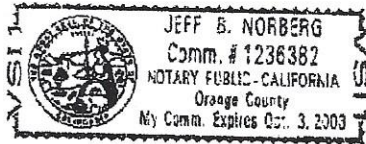
6. In the above settlement agreement, I also transferred and assigned any and all of my interest in the property known as Olo; however, this referred only to a particular portion of Olo. The land known as Olo consists of several different parcels. The parcel involved in the above captioned case is not the same portion of Olo involved in the settlement agreement.

Dated: April 5, 2002

Douglas C. Kneubuhl
Douglas Crane Kneubuhl

Subscribed and sworn to before me this 5th day of April, 2002, in Newport, Beach California.

Jeff B Norberg
Notary Public
My Commission Expires: 10/31/03 JBN



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2 Attorneys at Law
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IN THE HIGH COURT OF AMERICAN SAMOA
TRIAL DIVISION

FRANCES OPELLE,

Plaintiff,

-vs-

ADELINE PRITCHARD KNEUBUHL,
LAND TRUST, MARGARET K.
LANDRIGAN, BENJAMIN F.
KNEUBUHL, JR., DOUGLAS C.
KNEUBUHL, HEIRS OF JOHN
ALEXANDER KNEUBUHL, ALFRED
J.P. KNEUBUHL,

Defendants.

) HCCA NO. 50 – 2004

)
) AFFIDAVIT OF MARGARET
) KNEUBUHL LANDRIGAN IN
) IN SUPPORT OF MOTION FOR
) SUMMARY JUDGMENT

I, MARGARET KNEUBUHL LANDRIGAN, upon my oath aver and state as follows:

1. I am one of the Defendants in the above captioned matter, over the age of 21 and have personal and first hand knowledge of the matters set forth herein and would and could be competent to testify as to the truth of these matters if called as a witness in this cause;

2. That I am one of the six children of Adeline Pritchard Kneubuhl who established a land trust in 1960 for me and my five siblings;

1 3. That the 1960 trust allocated land for myself and the other children and it was always
2 understood by all of the beneficiaries that the land was intended to be used by and between us and
3 our children;

4 4. That problems and dissention developed among the beneficiaries concerning the trust
5 lands almost immediately after it was created and in 1969, after consultation and numerous
6 discussions between my mother, me and the rest of my siblings, the trust was modified and the
7 land, in varying amounts, was assigned to each of six the beneficiaries. To that end, each of the
8 beneficiaries, the trustee and my mother formally signed the 1969 agreement and each of the
9 beneficiaries agreed to the allocation of the trust lands in Taputimu known as Olo, Tagava'a,
10 Puapua, Lesea and Aso To'elau. The rest of the trust lands remained as provided for in the 1960
11 trust;

12 5. That after the 1969 agreement, additional problems developed and in 1974 the trust was
13 again modified and all of the beneficiaries except John Kneubuhl signed the agreement in October
14 1974; and, an effort was made to appoint each of the beneficiaries of the trust to be the trustee of
15 the land that was allocated to us in the 1969 agreement. In addition, Robert Opelle was replaced
16 as the trustee because he had consistently mismanaged the trust since his initial appointment;

17 6. That during the time that the 1960 trust was being modified in 1969 and again in 1974,
18 all of the beneficiaries and my mother had access to and did consult with legal counsel throughout
19 the negotiations and before the agreements were signed;

20 7. That shortly after the trust was modified in 1974 more problems developed and various
21 lawsuits were filed by my brother Douglas Crane Kneubuhl ("Mike");

22 8. That in 1980 my mother died and things continued to deteriorate with regard to the
23 trust, dissention among my siblings was getting out of control and finally in 1982 a written
24 settlement agreement was entered into by all of the beneficiaries;

25 9. That all of the beneficiaries were represented by counsel and the issues and decisions
26 were exhaustively discussed and fully negotiated before the agreement was signed. A true and
27 correct copy of the 1982 settlement agreement is attached hereto as Exhibit "C" and incorporated
28 herein by reference;

1 10. That because of the beneficiaries constant dissention that grew up between us, a
2 forfeiture clause was put into the 1982 agreement with the understanding by all that if any more
3 disputes arose concerning the 1960 trust, the person or persons involved would forfeit their
4 interest in the land allocated for him or her. This agreement was adopted by the High Court of
5 American Samoa in PR No. 08-80 and was accepted as the distribution plan for the assets of my
6 mother's estate;

7 11. That as a consequence of the 1982 settlement agreement, all of the pending litigation
8 involving the disputes over trust lands were settled and everyone believed that the dissention and
9 controversies shrouding the trust lands were at an end;

10 12. That in conjunction with the 1969 modification to the 1960 trust, my mother prepared
11 and delivered to each of the beneficiaries a deed to the land that had been allocated to them by the
12 1969 modification and the deeds were recorded at the Office of the Territorial Registrar;

13 13. That Plaintiff in this case also received as a result of the 1982 settlement a 1/6 interest
14 in other trust lands and that land is not part of the "Olo" trust lands partitioned in the 1969
15 agreement. Specifically, Plaintiff obtained a 1/6 interest in land known as "Fagaiofu" consisting
16 of approximately 200 acres. At one time, John Kneubuhl asked my mother for and was given the
17 "Fagaiofu" to establish a school for disadvantaged children. This never became a reality and when
18 John Kneubuhl decided to move to Tonga, John sold "Fagaiofu" to my mother for \$10,000;

19 14. That on October 20, 1967 my mother deeded me the land that was allocated to me in
20 the 1969 modification agreement and specifically required that any subsequent transfer of the land
21 would first have to be offered to one of my mother's descendents ("right of first refusal").
22 Furthermore, on September 30, 1969 my mother deeded "Olo" trust lands to James Kneubuhl and
23 John Kneubuhl on the same day that the modification agreement was executed and these deeds
24 also require that any subsequent transfers are subject to a "right of first refusal";
25

26 15. That the trust established by my mother in 1960 specifically provided that the trustee
27
28
could not sell or alienate any of the trust land without majority approval of the six beneficiaries,
myself included;

1 16. That all of the beneficiaries have transferred or reallocated the "Olo" trust lands in one
2 way or another since the 1982 settlement agreement but these dealings have all been among family
3 members and consistent with my mother's intent to keep the trust lands in the family; and

4 17. That I would firmly object to any effort by any of the beneficiaries of the trust to sell
5 the land to anyone outside of the family as I firmly believe and am totally convinced that such
6 transfers would be contrary to my mother's expressed wish to keep the land intact for the use and
7 benefit of her descendents.

8 I declare under the penalty of perjury under the laws of the State of California and
9 American Samoa that the foregoing is true and correct and that this affidavit was executed on the
10 ___ day of February 2006 at _____, California.

11
12 Dated: February ___, 2006

13 _____
Margaret Kneubuhl Landrigan

14
15 Acknowledgement

16
17 SUBSCRIBED AND SWORN TO before the undersigned Notary Public on the ___ day
18 of February 2006 at _____, California.

19
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21 _____
NOTARY PUBLIC
22 My Commission Expires:
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The Family Conversation

October 2, 2003

Dear Frances,

The reason our mother had a trust for her properties in Samoa was that according to the law her children could not inherit said property. None of the children met the requirement of being 50% American Samoan.

You were able to sell Malaloa as no one knew of the sale for many years. We were able to sell Malaloa, with some dissention as it is freehold land. Olo is not.

Unfortunately you may have problems trying to sell Olo property to a non-family member. The trust states L & K owns the land until there is a 50% Amer. Samoan family member, or until the current laws are amended.

Sincerely,

Marquet K. Handregin

copy:

L & K

B & F

R. K. for John Estate

Robin Roush

From: Keith Landrigan
Sent: Tuesday, June 15, 2004 1:05 PM
To: jschloat@earthlink.net
Cc: robin.roush@snet.net; suziduz@sbcglobal.net; jimkneubuhl@yahoo.com

As far as the Opelle case goes, here is what we have done. 1. A call to Ben, who didn't declare his opinion for or against the proposed sale, but was concerned that we should use one attorney. 2. In refernce to Janet's e/mail concerning Jim and Mike not having an interest in Olo. In the last case {Opelle, Suhail}. Both the attorney and the judge said Jim and Mike are Kneubuhl heirs and therefore members of the L.P.K. trust. They have relinquished their monetary claim to any portion of Olo or Satala,, but they are still L.P.K. heirs in trust. 3. It seems odd that there is a 6/24 response deadline when none of us except Ben has been served. Question. Are the rest of us bound to above mentioned deadline?4. As far as we know, there is no buyer. Frances' son Rbert John and his very aggressive "live iin' are the instigators. 5. From our last court appearance, we feel [Ben's attorney] is our best choice if he'll take the case. Will wait for your input on this before we contact Ben on hiring Vargas. Furthermore, there are funds left in the B.F.K. heirs trust account that can be utilized in the settlement of this case. Love, Aunt Marge

PS, For your info, Mike & I oppose the sale.

Check out the coupons and bargains on MSN Offers! <http://youroffers.msn.com>

repairs

54 Frances set up 1/6 of any property sold by D.C.K. - LFK

In the final settlement of the LFK Trust case Mike (DK) got 7. Frances etc - case still pending

2. Talimatan - Frances Rec'd \$27 thousand - her 1/6 of the

Mike paid 9 expenses

3. Fagan - when property is sold or leased she will get 1/6 of that - 200 plus acres of beach front property

4 She need 1/6 of the sale of BEK warehouse

When an error the way paid 1/5 of the sale value - when I was informed by Jim, DK paid

\$70,000 to Frances the 6918.00 over payment of money acquired thru Talimatan sale. In the original warehouse

along with the rest of the BFK heirs

31 Frances sold 4 acres of land to DK children - there is a signed statement that DK would have no interest in it - Mike bought 2 acres + gave them to his daughters - "in this way at "Fair market Value" in that DK paid less than the agreed price \$50000

DK agreed upon when Jim K told her ~~she~~ property

35 Mark K. Can't come up with 60,000 - even 40,000 - he'd borrow the money - ~~DK will not pay for any of the property~~

38 The case house is in need of costly

ask the 200,000 was divided
5 ways and 10,000 was kept
to pay attorney fees + clean up
of Olo after 2 storms -
01508 2nd final payment check
on w/House sale was sent
to Frances in March '05

bob

Mike tells me they were
evacuated to Olo after the
Dec 7th bombing - for about
10 days - then a health
the chelling in utuler they
stayed about 4 weeks -
there was a building (where
Ben K house now stands)
that was used when we'd
go out to "Garden" or for a
weekend drive. Homeb ask
know them now at Olo here
not built until the 60's or
early 70's

Unfortunately our Attorneys
Judge Kruse + Judge Walsh
no longer have the necessary
paper work as to how much
was paid -

2. Since the Spellers have
never participated in Road
Building or repairs - even
lawn maintenance - we
question she has the right
to sell all access easements

BTK Paid for the Original
Road to the grave

LTK Paid for the Road three
times + John K Properties.

Keith Radcliff has since
paid for Road Repairs twice
French in cell also property
(Brookline)

26 In the Subrail case - Frances
Agreed that this Sumnerhall
would be the trustee for Olo -

I don't believe Frances
has any idea of the land
involved -

1. Part of this property has
been taken up by the Road
to Taputimae

2. A public health problem
a Kitchen Sink Sump is
spewing all over the Road
& has been for some time

3. Another Sump is
located on the "trust" portion
of the Malae - Parents gave
Dad - we asked Subrail
to move it but it was never
done.

18 Two of my siblings have
called w/ reference to a
Judgement in the Amount
that was never fully paid

which includes the "Olo" aka
Home -

my bed(s) - there were no light fixtures - screens - all of these in a downstairs bathroom were gone. When the house was empty it was used as a hangout by unknowns. We emptied closets & beer cans, bottles, trash - Jennings cleaned it all up & they things as they can - again, no help from the Opellets.

69. As previously stated

a. The Opellets have yet to participate in Road upkeep or repairs also - including the grass

on their properties - B. I don't believe Frances has any idea where

her property line is C. What improvements

have either been called for by her tenants or those

of us that are her neighbors

The tenants call do when there is a problem

with poachers cutting trees or harvesting crocuses

The Opellets have rented the Coke house for years without

any expenditures on repairs or upkeep - when the Jennings

rented the house (tenant paid