



Review Test Submission: Servitudes Quiz

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Course PROPERTY

Test Servitudes Quiz

Started 4/14/20 1:12 PM

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Due Date 4/21/20 2:30 PM

Status Needs Grading

Attempt Grade not available.

Score

Time Elapsed 0 minute

Instructions This quiz includes a variety of questions. Please finish before our ZOOM session on April 21 (Tuesday), when we will discuss it. The quiz should take you only 10-15 minutes.

For the multiple-choice questions, there is one correct answer for each question. There are no penalties for answering a question incorrectly, so please answer all questions.

You may refer to course materials (the casebook and material on and link to the course blog) and notes to which you have made some contribution while taking the quiz. You may not, however, consult with anyone else while taking the quiz.

Do not copy or distribute the questions or answers. Do not discuss the questions or answers until we discuss them on April 21, 2020 so that others may have the excitement of seeing these questions for the first time.

Results All Answers, Submitted Answers, Correct Answers, Feedback, Incorrectly

Displayed Answered Questions

Question 1


Needs Grading



What are the basic requirements for the creation of an easement by estoppel?
(answer in 70 words or less)

← OK

Selected Answer: To create an easement by estoppel, there initially must be a (1) license that the benefited party (2) relies upon when (3) improving the easement or benefited land, and the burden property owner must (4) consent to this improvement. Both the license and consent may be oral or in writing and can be implicit.

Correct Answer:  To create an easement by estoppel, there initially must be a (1) license that the benefited party (2) relies upon when (3) improving the easement or benefited land, and the burden property owner must (4) consent to this improvement. Both the license and consent may be oral or in writing and can be implicit.

Response Feedback: [None Given]

Question 2


10 out of 10 points




A landowner lawfully subdivided his land into 10 large lots. The recorded subdivision plan imposed no restrictions on any of the 10 lots. Within two months after recording the plan, the landowner conveyed Lot 1 to a buyer, by a deed that contained no restrictions on the lot's use. There was then a lull in sales. Two years later, the real estate market in the state had generally improved, and during the next six months, the landowner sold and conveyed eight of the remaining nine lots. In each of the eight deeds of conveyance, the landowner included the following language: "It is a term and condition of this conveyance, which shall be a covenant running with the land for the benefit of each of the 10 lots [with an appropriate reference to the recorded subdivision plan], that for 15 years from the date of recording of the plan, no use shall be made of the premises herein conveyed except for single-family residential purposes." The buyer of Lot 1 had actual knowledge of what the landowner had done.

Shortly after the landowner's most recent sale, when he owned only one unsold lot, the buyer of Lot 1 constructed a one-story house on Lot 1 and then conveyed Lot 1 to a doctor. The deed to the doctor contained no reference to any restriction on the use of Lot 1. The doctor applied for an appropriate certificate of occupancy to enable her to use a part of the house on Lot 1 as a medical office. The landowner, on behalf of himself as the owner of the unsold lot, and on behalf of the other lot owners, sued to enjoin the doctor from carrying out her plans and to impose the quoted restriction on Lot 1.

Who is likely to prevail?

Selected Answer:  The doctor, because Lot 1 was conveyed without the restrictive covenant in the deed to the first buyer and the subsequent deed to the doctor.

Answers: 

The doctor, because Lot 1 was conveyed without the restrictive covenant in the deed to the first buyer and the subsequent deed to the doctor.

The landowner, because with the first buyer's knowledge of the facts, Lot 1 became incorporated into a common scheme.

The doctor, because the restriction does not meet the "touch and concern" requirement.

The landowner, because the doctor's use of the land is inequitable.

Response Feedback: To be binding, a restrictive covenant must be placed on property at the time it is conveyed. Here, neither the deed to the first buyer nor the deed to the doctor contained the restrictive covenant. Nor was there a common scheme or plan in place at the time of the conveyance of Lot 1.

Question 3

10 out of 10 points



A landowner orally gave his neighbor permission to share the use of a private road on the landowner's land so that the neighbor could have more convenient access to the neighbor's land. Only the landowner maintained the road. After the neighbor had used the road on a daily basis for three years, the landowner conveyed his land to a grantee, who immediately notified the neighbor that the neighbor was not to use the road. The neighbor sued the grantee, seeking a declaration that the neighbor had a right to continue to use the road.

Who is likely to prevail?

Selected

Answer: The grantee, because the neighbor had a license that the grantee could terminate at any time.

Answers:

The grantee, because the neighbor had a license that the grantee could terminate at any time.

The grantee, because an oral license is invalid.

The neighbor, because the grantee is estopped from terminating the neighbor's use of the road.

The neighbor, because the neighbor's use of the road was open and notorious when the grantee purchased the land.

Response Feedback: A license is permission to use the land of another. It is revocable and is not subject to the statute of frauds. In this case, because the neighbor had the landowner's permission to use the road and did not expend any money, property, or labor pursuant to the agreement, the neighbor had a license that was effectively revoked by the grantee.

For estoppel to apply, the neighbor must have expended money,

property, or labor pursuant to the agreement. In this case, the landowner alone maintained the road. The neighbor's use of the land by permission, without expense, was a license that was effectively revoked by the grantee.

An open and notorious use of the road suggests a claim for an easement by prescription. However, the use was with permission, which prevents a prescriptive claim, and the use was for a very short time, which negates any possible claim based on the discredited theory of lost grant. Instead, the neighbor's use of the land was a license that was effectively revoked by the grantee.


Question 4

Needs Grading



In the context of covenants, what is horizontal privity? (answer in 40 words or less)

Selected Answer: Horizontal privity is some type of property relationship (usually a conveyance or devise of an estate) between the original parties to a covenant.

Correct Answer:  Horizontal privity is the privity of estate (some type of property relationship beyond the mere covenant) between the two original parties who created the covenant.

Response Feedback: [None Given]

Question 5

10 out of 10 points



A man contacted his lawyer regarding his right to use a path that was on his neighbor's vacant land.

Fifteen years ago, after part of a path located on his land and connecting his cabin to the public highway washed out, the man cleared a small part of his neighbor's land and rerouted a section of the path through the neighbor's land.

Twelve years ago, the neighbor leased her land to some hunters. For the next 12 years, the hunters and the man who had rerouted the path used the path for access to the highway.

A month ago, the neighbor discovered that part of the path was on her land. The neighbor told the man that she had not given him permission to cross her land and that she would be closing the rerouted path after 90 days.

The man's land and the neighbor's land have never been in common ownership.

The relevant statute of limitations for trespass is 10 years.

What should the lawyer tell the man concerning his right to use the rerouted path on the neighbor's land?

- Selected Answer: The man has an easement by prescription to use the path.
- Answers: The man has an easement by prescription to use the path.
- The man has fee title by adverse possession of the land included in the path.
- The man has an easement by necessity to use the path.
- The man has no right to use the path.
- Response Feedback: The man is claiming a right to use a portion of the neighbor's land, which is an easement. An easement by prescription requires that the use be without the owner's permission for the requisite period of time. The man has used the path for the past 15 years without the neighbor's permission. His use was open and notorious in that the neighbor could have seen him, it was continuous and without interruption by the neighbor, and it was actual. An easement acquired by prescription need not be exclusive. With an easement, the owner may make any use of the easement area that does not interfere with the use made by the easement holder, unless the easement is expressly noted as exclusive. The use by the neighbor's tenants, the hunters, did not interfere with the man's use, nor did his use interfere with theirs.

Question 6

10 out of 10 points



A businesswoman owned two adjoining tracts of land, one that was improved with a commercial rental building and another that was vacant and abutted a river.


Twenty years ago, the businesswoman conveyed the vacant tract to a grantee by a warranty deed that the businesswoman signed but the grantee did not. The deed contained a covenant by the grantee as owner of the vacant tract that neither he nor his heirs or assigns would "erect any building" on the vacant tract, in order to preserve the view of the river from the commercial building on the improved tract. The grantee intended to use the vacant tract as a nature preserve. The grantee promptly and properly recorded the deed.

Last year, the businesswoman conveyed the improved tract to a businessman. A month later, the grantee died, devising all of his property, including the vacant land, to his cousin.


Six weeks ago, the cousin began construction of a building on the vacant tract.

The businessman objected and sued to enjoin construction of the building.

Who is likely to prevail?

Selected 

Answer: The businessman, because the cousin is bound by the covenant made by the grantee.

Answers: 

The businessman, because the cousin is bound by the covenant made by the grantee.

The businessman, because the commercial building was constructed before the cousin began his construction project.

The cousin, because an equitable servitude does not survive the death of the promisor.

The cousin, because the grantee did not sign the deed.

Response Feedback: The businesswoman and the grantee created a valid restrictive covenant. The promise was in a writing—the deed—that satisfied the statute of frauds. The promise restricting the use of the vacant land touched and concerned the land, placing a burden on the vacant tract and giving a benefit to the improved tract. The writing showed an intent that the promise would be binding on the grantee's heirs and assigns. The grantee recorded the deed. The cousin had constructive notice of the covenant and is bound by it because nothing has occurred that would terminate the covenant.

Question 7

Needs Grading




This is an essay question. No one wants to write an essay right now -- I know I don't.

So feel free to put whatever you like in the space below -- I will at least look at it briefly, so I wouldn't put anything you wouldn't want me to read.

Please limit your response to 500 words or less.

Selected Answer: Essay questions are for chumps.

Correct Answer:  This is an example of a correct response -- I don't want to answer an essay question right now. I just want to see my friends in person.

Response Feedback: [None Given]

Tuesday, April 14, 2020 1:13:17 PM EDT