

GROUP STUDY STUDENT MANUAL

REAL ESTATE LAW 2



SUCCESS IN YOUR HANDS

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REAL ESTATE SCHOOLS



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Class Presentation: Chapter 10 - Encroachments: Crossing the Line

Slide 1: Learning Objectives

- Encroachments & Trespass – Identify encroachments, trespass, and legal remedies like removal or damages.
- Nuisance & Easements – Differentiate private vs. public nuisances, explore easement types, creation, maintenance, and termination.
- CC&Rs & Land Use Restrictions – Understand Covenants, Conditions & Restrictions (CC&Rs) in Common Interest Developments (CIDs) and easement cost-sharing.
- Deeds & Title Transfer – Compare deed types (grant, quitclaim, warranty), learn title recording importance, and understand ownership transfer processes.

Slide 2: Key Terms

- Encroachment: Unauthorized improvement (e.g., fence, building) that crosses a property boundary.
- Trespass: Unauthorized physical entry onto another's land.
- Adverse Possession: Acquiring ownership through continuous, open, and hostile use.
- Balancing Hardships: A principle for weighing the costs and benefits of removing an encroachment versus awarding damages.
- Equitable Easement: A court-created remedy that allows an encroachment to remain in exchange for compensation.
- Continuing Nuisance: A harmful condition or activity that persists over time.
- Permanent Nuisance: A condition that cannot be remedied without significant expense.
- Good Faith: Acting without knowledge of a boundary violation, sometimes used as a defense.
- Injunction: A court order to remove or prevent encroachment.
- Laches: The loss of a right due to an unreasonable delay in asserting it.
- Permanent Nuisance: A nuisance that cannot be removed without significant expense and exists indefinitely.
- Trespass: An unauthorized physical intrusion onto someone else's property.

Slide 2: What Is an Encroachment?

Definition & Explanation:

- An improvement (fence, tree, building) that extends over the property boundary without permission.
- Types of Encroachments:
 - Minor Encroachments: Eaves, small overhanging branches, roots.
 - Major Encroachments: Garages, walls, or structures that significantly affect property use.

Slide 4: Remedies for Encroachments

Balancing Hardships: Courts weigh the relative costs to both parties.

- Injunction vs. Financial Compensation:
 - Injunction: Court orders removal when the burden on the owner is low.
 - Compensation: Awarded if the removal is impractical or would cause greater hardship.
- Negotiated Easements: Neighbors may agree to allow the encroachment to remain in exchange for compensation or modification of use.

Slide 5: Encroachments vs. Easements

- Understanding the Difference:
 - Encroachments: Unauthorized and potentially harmful intrusions on another's property.
 - Easements: Legally granted rights to use part of a property.
- Evolving into an Easement: Under certain conditions (e.g., long-term, open use), an encroachment may acquire easement rights through prescription or necessity.

Slide 6: Permanent and Continuing Nuisances

- Permanent Nuisance:
 - Encroachments that cannot be removed without substantial expense; courts typically award damages instead of ordering removal.
- Continuing Nuisance:
 - Conditions or activities that persist over time and can be remedied by injunction or abatement.

- Examples: Include situations where continuous noise or obstruction is affecting neighboring property use.

Slide 7: Laches and Good Faith

- Laches:
 - Explains how an owner's unreasonable delay in asserting rights may bar a claim.
- Good Faith Defense:
 - When an encroaching party claims they acted without knowledge of a boundary violation.

Student Exercise: Chapter 10 - Encroachments: Crossing the Line

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Encroachment
2. _____ Trespass
3. _____ Adverse Possession
4. _____ Balancing Hardships
5. _____ Equitable Easement
6. _____ Continuing Nuisance
7. _____ Permanent Nuisance
8. _____ Good Faith
9. _____ Injunction
10. _____ Laches

Definitions:

(A) The unauthorized entry or physical invasion onto another's real property (e.g., walking across someone's yard without permission).

(B) An unauthorized improvement or structure extending over a property boundary (e.g., a fence or building that crosses the line).



- (C) Gaining legal title to land by occupying it openly, continuously, and hostilely for a statutory period.
- (D) A court-created remedy allowing an intrusion (encroachment) to remain in exchange for compensation, often used instead of forced removal.
- (E) A legal doctrine preventing a party from seeking relief if they've unreasonably delayed enforcing their rights, causing prejudice to another party.
- (F) A repeated or ongoing condition that unlawfully interferes with another's use or enjoyment of their property but can be halted or remedied.
- (G) A harmful or unlawful condition that cannot be easily corrected, making it more likely courts will award damages instead of ordering removal.
- (H) Evaluating the relative costs and benefits of either removing an encroachment or awarding money damages instead.
- (I) Acting without knowledge of a property/boundary violation or with an honest belief in one's legal right.
- (J) A court order requiring someone to do (or stop doing) a particular act, such as removing a fence or halting construction.

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Encroachment, Trespass, Adverse Possession, Balancing Hardships, Equitable Easement, Continuing Nuisance, Permanent Nuisance, Good Faith, Injunction, Laches, etc.):

1. A structure or fence crossing into a neighbor's lot without permission is an example of a(n) _____.
2. When seeking a court-ordered removal of an encroachment, a judge may apply _____ to decide whether removal or compensation is the fairer remedy.
3. A court might grant an _____ forcing a homeowner to tear down the part of a garage built on someone else's land.
4. If an owner waits too long to complain about an intrusion or boundary issue, _____ might block their claim.
5. A _____ is a condition or activity that can be stopped, and continues over time to interfere with a neighbor's property use.



Section 3: True or False

Circle True or False for each statement:

1. A trespass involves an unauthorized entry onto someone's land, while an encroachment involves a physical structure or improvement crossing boundaries.
 - True / False
2. Adverse possession allows an encroacher to automatically become the legal owner of the portion they're occupying, without meeting any special requirements.
 - True / False
3. Balancing hardships is a principle where courts weigh the cost of removing an encroachment against the inconvenience or harm it causes.
 - True / False
4. A good faith encroachment implies the builder knowingly crossed the boundary but proceeded anyway.
 - True / False
5. A continuing nuisance can persist indefinitely, and it cannot be abated by any reasonable means.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Carlos built a wooden fence that accidentally extends three feet onto his neighbor's lot. The neighbor takes a year to notice, but never complained until now.
2. _____ Darla discovers a developer's garage is built partially on her land. The court weighs the cost of demolition versus the harm to Darla if the garage stays.
3. _____ Eddie files a lawsuit to force the removal of part of a house that intrudes onto his land. The court issues a formal order requiring its removal.
4. _____ Farah's neighbor installed a shed well over her boundary line, but it was a genuine mistake based on a faulty survey.

5. _____ Gina's loud generator rattles day and night. It could be turned off or relocated, but so far it continues, interfering with Gina's neighbors.

Options:

- (A) Balancing Hardships
- (B) Injunction
- (C) Continuing Nuisance
- (D) Encroachment in Good Faith
- (E) Laches

Answer Key: Chapter 10 Encroachments: Crossing the Line

Section 1: Key Terms Matching

- 1. Encroachment – (B)
- 2. Trespass – (A)
- 3. Adverse Possession – (C)
- 4. Balancing Hardships – (H)
- 5. Equitable Easement – (D)
- 6. Continuing Nuisance – (F)
- 7. Permanent Nuisance – (G)
- 8. Good Faith – (I)
- 9. Injunction – (J)
- 10. Laches – (E)

Section 2: Fill-in-the-Blanks

- 1. Encroachment
- 2. Balancing Hardships
- 3. Injunction
- 4. Laches

5. Continuing Nuisance

Section 3: True or False

1. True
2. False - Adverse possession requires specific criteria: open, continuous, hostile use for a statutory period, plus payment of taxes in many jurisdictions.
3. True
4. False - A “good faith” encroachment implies lack of knowledge or an honest mistake, not intentional crossing.
5. False - A continuing nuisance can be abated if someone takes action to stop or remove the cause.

Section 4: Scenario-Based Matching

1. (E) Laches
2. (A) Balancing Hardships
3. (B) Injunction
4. (D) Encroachment in Good Faith
5. (C) Continuing Nuisance

Class Presentation: Chapter 11: Trespass: A Violation of Possession

Slide 1: Key Terms

- Actual Money Losses: Compensation for measurable, quantifiable losses caused by trespass.
- Adverse Possession: Acquiring ownership by occupying property openly, continuously, and hostilely for a statutory period (e.g., five years in California).
- Ejectment: Legal action to remove a trespasser and restore possession.
- Misdemeanor: A minor criminal offense (e.g., trespassing after warning).
- Nominal Money Losses: Minimal compensation awarded when substantial injury isn’t demonstrated.
- Prescription: Acquiring a right (e.g., easement) through long-term, hostile use of another’s property.

- Trespass: Unauthorized physical entry onto another person's property.

Slide 2: Understanding Trespass

- Definition: Unauthorized entry onto another's land.
- Types of Trespass:
 - *Physical Trespass*: Direct, unpermitted entry.
 - *Indirect Trespass*: Non-physical interference (e.g., pollution, overhanging branches, water runoff).
 - *Criminal Trespass*: Intentional entry despite posted signs or warnings.
- Examples:
 - Entering property without permission.
 - Allowing livestock or pets to wander onto another's land.

Slide 3: Legal Remedies for Trespass

Remedies:

- Damages: Monetary compensation for harm caused.
- Ejectment: Legal process to remove unauthorized occupants.
- Injunctions: Court orders to prevent repeated trespassing.

Consequences:

- Financial Compensation: Recovery of actual money losses (or nominal amounts when damage is minimal).
- Criminal Consequences: Potential misdemeanor charges for repeated or flagrant trespassing.

Slide 5: Adverse Possession and Prescription

- Adverse Possession:
 - Requirements: Open, continuous, hostile use for a statutory period; payment of property taxes.
 - Outcome: Acquisition of ownership.
- Prescription:
 - Similar in concept but grants a right to use (e.g., easement) rather than full ownership.

Slide 6: Defenses Against Trespass Claims

- Necessity Defense: Emergency entry justified to prevent harm.
- Public Policy Exception: Defenses available for government actions or law enforcement activities.
- Consent/Implied Permission: Owner's conduct (or previous permission) can negate a trespass claim.

Student Exercise: Chapter 11- Trespass: A Violation of Possession

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Trespass
2. _____ Ejectment
3. _____ Adverse Possession
4. _____ Prescription
5. _____ Nominal Money Losses
6. _____ Actual Money Losses
7. _____ Misdemeanor
8. _____ Necessity Defense

Definitions:

- (A) A civil action to remove a trespasser (or unauthorized occupant) and restore possession of the property to its rightful owner.
- (B) Unauthorized physical entry onto another's land or property.
- (C) Acquiring ownership of land by openly, continuously, and hostilely occupying it for a statutory period (and often paying property taxes).
- (D) The right to use (not necessarily own) another's property through continuous, open, and hostile use; generally grants an easement rather than full title.
- (E) Minimal damages awarded when a trespass occurs, but no significant harm is proven.
- (F) Actual damages awarded to compensate for measurable, quantifiable loss or injury.

(G) A minor criminal offense, such as trespassing after warning.

(H) A defense allowing entry onto another's land under emergency conditions to prevent harm (e.g., saving a life or putting out a fire).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Trespass, Ejectment, Adverse Possession, Prescription, Nominal Money Losses, Actual Money Losses, Misdemeanor, Necessity Defense, etc.):

1. If a trespass leads to serious property damage, the owner may be entitled to _____, compensating for real financial losses.
2. When a trespasser refuses to leave voluntarily, the property owner can file an _____ action in court.
3. Entering another's land without permission can be both a civil issue (trespass) and, if repeated or intentional, a _____.
4. Under the _____, someone might enter private land to rescue a person in danger, avoiding liability for trespass.
5. A person claiming _____ must prove long-term hostile possession of the property, often including payment of taxes.

Section 3: True or False

Circle True or False for each statement:

1. Trespass requires proof of permanent damage to the property before a landowner can sue.
 - True / False
2. Nominal money losses can be awarded even if no substantial harm occurred, simply to acknowledge a trespass.
 - True / False
3. In an adverse possession claim, paying property taxes is often one of the required elements.
 - True / False
4. Prescription and adverse possession are equivalent; both grant full ownership rights if successful.
 - True / False

5. The necessity defense can justify entry onto another's land to prevent a greater harm, like stopping a fire or aiding an injured person.
- True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alice sees someone collapse in her neighbor's backyard. She jumps the fence to perform first aid, prompting a trespass claim.
2. _____ Bob, believing a vacant lot is his, has openly fenced and cultivated it for 10 years, paying taxes on it the entire time.
3. _____ Carla sues Dan for entering her land without permission. The court finds little damage but awards Carla a small sum to reflect her violated rights.
4. _____ Ed's repeated entry onto private farmland without consent results in a criminal charge, punishable by fines or short jail time.
5. _____ Faye obtains a court order to remove Gary, who refuses to leave her property despite repeated warnings.

Options:

- (A) Necessity Defense
- (B) Adverse Possession
- (C) Nominal Money Losses
- (D) Misdemeanor
- (E) Ejectment

Answer Key: Chapter 11 Trespass: A Violation of Possession

Section 1: Key Terms Matching

1. Trespass – (B)
2. Ejectment – (A)
3. Adverse Possession – (C)

4. Prescription – (D)
5. Nominal Money Losses – (E)
6. Actual Money Losses – (F)
7. Misdemeanor – (G)
8. Necessity Defense – (H)

Section 2: Fill-in-the-Blanks

1. Actual Money Losses
2. Ejectment
3. Misdemeanor
4. Necessity Defense
5. Adverse Possession

Section 3: True or False

1. False - Trespass liability does not require showing permanent damage; entering without permission is enough.
2. True
3. True
4. False - Prescription usually grants a right to use; adverse possession grants ownership.
5. True

Section 4: Scenario-Based Matching

1. (A) Necessity Defense
2. (B) Adverse Possession
3. (C) Nominal Money Losses
4. (D) Misdemeanor
5. (E) Ejectment

Class Presentation: Chapter 12: Nuisance: Offensive, Unhealthful, or Obstructive

Slide 1: Key Terms

- **Balancing of the Rights:** Evaluating the relative rights of neighbors when determining if a nuisance exists.
- **Continuing Nuisance:** A nuisance that persists but can be stopped by reasonable means.
- **Nuisance:** Any activity or condition that injures health, offends the senses, or impairs the use and enjoyment of property.
- **Nuisance Per Se:** An activity automatically deemed a nuisance by statute (e.g., certain fire hazards, excessive noise).
- **Permanent Nuisance:** A condition that cannot be reasonably abated without substantial expense.
- **Public Nuisance:** A nuisance affecting an entire community or large group of people.

Nuisance Overview:

- **Private Nuisance:** Interferes with an individual's use or enjoyment of their property.
- **Public Nuisance:** Affects a broader community, often requiring government intervention.

Slide 3: What is a Nuisance?

- **Definition:**
 - An activity or condition that interferes with the use and enjoyment of someone else's property.
- **Types of Nuisances:**
 - **Private Nuisance:** Affects only specific individuals or a limited group.
 - **Public Nuisance:** Affects a large segment of the community (e.g., pollution, illegal businesses).
- **Examples:**
 - Loud noise from industrial activity; offensive odors from a waste facility; unsafe conditions on a neighboring property.



Slide 4: Legal Remedies for Nuisance

- Abatement:
 - The process of removing or mitigating the nuisance. Often the primary remedy for continuing nuisances.
- Injunctions & Monetary Damages:
 - Courts may issue injunctions to compel cessation of the nuisance or award money damages for loss of property value or personal injury.
- Alternative (Self-Help) Remedies & Government Action:
 - Self-Help Remedies: Direct action taken by the affected property owner (if legally permissible).
 - Civil Lawsuits: Seeking relief through the courts.
 - Government Action: Municipal abatement of public nuisances.

Slide 5: Nuisance Per Se and Permanent Nuisances

- Nuisance Per Se:
 - Activities deemed nuisances by statute (e.g., certain hazardous operations, noise exceeding legal limits).
- Permanent Nuisance:
 - Conditions that cannot be removed or abated at reasonable cost; courts typically award damages rather than ordering removal.
- Examples:
 - An industrial operation permanently affecting residential areas.

Slide 6: Balancing Competing Property Rights in Nuisance Cases

- Core Concept:
 - Courts must balance the economic benefits of a lawful activity against the harm caused to neighboring property owners.
- Discussion Points:
 - When does a business operation (e.g., a factory) become a nuisance?
 - How do courts quantify “harm” versus “benefit”?

- Factors considered include the location, nature of the activity, and available alternatives.
 - Real-World Examples:
 - Noise from a nearby manufacturing plant vs. the economic benefits it provides to the community.
-

Student Exercise: Chapter 12 - Nuisance: Offensive, Unhealthful, Or Obstructive

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Nuisance
2. _____ Private Nuisance
3. _____ Public Nuisance
4. _____ Nuisance Per Se
5. _____ Continuing Nuisance
6. _____ Permanent Nuisance
7. _____ Balancing of the Rights
8. _____ Abatement
9. _____ Injunction
10. _____ Damages

Definitions:

- (A) An activity or condition that substantially interferes with the use and enjoyment of someone else's property (i.e., offends the senses, injures health, or disrupts peace).
- (B) A nuisance affecting one or a few specific individuals, rather than the general public.
- (C) A nuisance affecting the broader community or an entire neighborhood, subject to potential government action.



- (D) An activity or situation that is automatically deemed a nuisance by law (e.g., an activity prohibited by statute, certain hazardous operations).
- (E) A harmful condition that persists over time but can be remedied (e.g., loud music that can be stopped, foul odor that can be addressed).
- (F) A harmful condition that cannot be easily corrected, typically leading courts to award monetary compensation instead of requiring removal.
- (G) The principle where courts weigh the relative harm and benefit of a nuisance when deciding remedies (e.g., shutting down a factory vs. its economic benefit).
- (H) The process of removing or lessening a nuisance, which can be carried out voluntarily or via court order.
- (I) A court order requiring someone to perform or cease a specific act (e.g., stop polluting, reduce noise, etc.).
- (J) Monetary compensation awarded to an injured party to offset the harm caused by a nuisance.

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Nuisance, Private Nuisance, Public Nuisance, Nuisance Per Se, Continuing Nuisance, Permanent Nuisance, Balancing of the Rights, Abatement, Injunction, Damages, etc.):

1. A loud party every weekend might be considered a _____ if it can be stopped, but continues week after week, disturbing neighbors.
2. A court's _____ might order a factory to reduce smoke emissions if it creates harmful fumes in the neighborhood.
3. In deciding whether to shut down a profitable industrial operation that creates noise, the court often applies _____ to weigh community benefits against neighbor complaints.
4. An activity deemed _____ by statute is automatically illegal and considered a nuisance without further proof of harm.
5. When a nuisance cannot be reasonably cured, it's often treated as a _____, and the typical remedy is compensation rather than removal.

Section 3: True or False

Circle True or False for each statement:

1. A public nuisance impacts a broader community or large number of people, whereas a private nuisance affects specific individuals.
 - True / False
2. A nuisance per se is a condition that only becomes a nuisance once it causes actual harm.
 - True / False
3. Continuing nuisance refers to a condition that persists over time and can be halted through abatement or other remedial actions.
 - True / False
4. Permanent nuisances are easily fixed, so courts routinely issue injunctions to remove them immediately.
 - True / False
5. Balancing of the rights means a court may allow a nuisance-like activity to continue if its overall benefits outweigh the harm, subject to appropriate conditions or damages.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alice complains about her neighbor's roaring generator. The generator can be turned off or relocated, but it continues unabated, interfering with her sleep nightly.
2. _____ Bob's new junkyard in the middle of town is deemed illegal by city ordinance, making it automatically a nuisance, without needing proof of its negative impacts.
3. _____ Cheryl's candle factory pollutes the air, but also employs many locals. A judge weighs the economic harm of shutting it down against neighbors' rights to clean air.
4. _____ Daniel sues a trucking company that blocks the road near his house. The court issues an order requiring the company to cease blocking the street.
5. _____ Erin's farmland is adjacent to a chemical plant that permanently contaminated the soil. Because cleanup is economically unfeasible, she receives a monetary award instead of forcing plant closure.

Options:

- (A) Continuing Nuisance
- (B) Nuisance Per Se
- (C) Balancing of the Rights
- (D) Injunction
- (E) Permanent Nuisance

Answer Key: Chapter 12 Nuisance: Offensive, Unhealthful, Or Obstructive

Section 1: Key Terms Matching

- 1. Nuisance – (A)
- 2. Private Nuisance – (B)
- 3. Public Nuisance – (C)
- 4. Nuisance Per Se – (D)
- 5. Continuing Nuisance – (E)
- 6. Permanent Nuisance – (F)
- 7. Balancing of the Rights – (G)
- 8. Abatement – (H)
- 9. Injunction – (I)
- 10. Damages – (J)

Section 2: Fill-in-the-Blanks

- 1. Continuing Nuisance
- 2. Injunction
- 3. Balancing of the Rights
- 4. Nuisance Per Se
- 5. Permanent Nuisance

Section 3: True or False

- 1. True

2. False - A nuisance per se is unlawful by definition, not contingent on actual harm.)
3. True
4. False - Permanent nuisances typically cannot be easily fixed, so courts more often award damages rather than injunctions.)
5. True

Section 4: Scenario-Based Matching

1. (A) Continuing Nuisance
2. (B) Nuisance Per Se
3. (C) Balancing of the Rights
4. (D) Injunction
5. (E) Permanent Nuisance

Class Presentation: Chapter 13: Easements: Running or Personal

Slide 1: Key Terms

- Appurtenant Easement: An easement that benefits a particular parcel of land and runs with the land.
- Conservation Easement: A voluntary, legal agreement that permanently limits uses of the land to protect its conservative values.
- Dominant Tenement: The property that benefits from the easement.
- Easement: The right to use another's property for a specific purpose.
- Easement for Ingress and Egress: An easement granting the right to enter and exit a property over another's land.
- Easement in Gross: An easement that benefits a person or entity rather than a parcel of land.
- Servient Tenement: The property is burdened by an easement.
- Solar Easement: An easement that prevents the servient tenement from obstructing sunlight to the dominant tenement.

Slide 3: Appurtenant vs Gross Easement?

- Understanding the Easement:
 - An easement grants the right to use another person's property for a specific purpose. The most common example is an easement for ingress and egress, which allows a property owner to cross a neighbor's land to access their own property.
- Appurtenant Easement vs. Easement in Gross:
 - Appurtenant Easement: Runs with the land and benefits the owner of the dominant tenement.
 - Easement in Gross: Benefits a specific individual or entity, such as utility companies, and does not transfer with the property.

Slide 4: Tenement Relationships

- Dominant and Servient Tenements:
 - The dominant tenement is the property that benefits from the easement, while the servient tenement is the property burdened by the easement. Easements must be respected by the servient property owner as they are typically tied to the land rather than individual ownership.

Slide 5: Easements & Landlocked Properties

- Easement by Necessity: Required access to roads or utilities.
- Court-Imposed Easements: When access is denied unjustly.

Slide 6: Special Types of Easements

- Conservation Easements:
 - Used to protect natural resources by restricting development or land use in designated areas.
- Solar Easements:
 - Grants the right to ensure that neighboring properties do not block sunlight from reaching the property with the solar panels, ensuring continuous access to solar energy.

Student Exercise: Chapter 13 - Easements—Running Or Personal

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Easement
2. _____ Appurtenant Easement
3. _____ Easement in Gross
4. _____ Dominant Tenement
5. _____ Servient Tenement
6. _____ Easement for Ingress and Egress
7. _____ Solar Easement
8. _____ Conservation Easement

Definitions:

(A) The right to use another’s property for a specific purpose, such as crossing it or installing utilities.

(B) An easement that benefits a particular parcel of land and typically “runs with the land”, transferring to future owners.

(C) An easement that benefits a person or entity, rather than a specific parcel, and does not pass automatically to new property owners.

(D) The property that gains a benefit from the easement (e.g., a parcel needing access across a neighbor’s land).

(E) The property burdened by an easement, which must allow the easement holder certain uses.

(F) Grants or secures the right of access to and from a property—commonly used to avoid landlocked parcels.

(G) An easement designed to protect solar access by preventing the servient landowner from blocking sunlight (e.g., with tall structures).

(H) A voluntary legal agreement restricting certain land uses to protect natural resources, open space, or historical elements.



Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Easement, Appurtenant Easement, Easement in Gross, Dominant Tenement, Servient Tenement, Ingress and Egress, Solar Easement, Conservation Easement, etc.):

1. A(n) _____ usually transfers automatically to new owners of the dominant parcel.
2. When a utility company installs power lines across private property, it often holds an _____, which doesn't transfer with the land but stays with the company.
3. The property burdened by an easement, such as granting a right-of-way, is known as the _____.
4. A _____ ensures unobstructed sunlight for solar panels on the benefiting property.
5. A _____ helps protect land from future development or degradation by restricting how it can be used.

Section 3: True or False

Circle True or False for each statement:

1. In an appurtenant easement, there is no dominant tenement because the easement is granted to an individual, not tied to a particular property.
 - True / False
2. A servient tenement is the parcel of land on which the easement is located or through which it passes.
 - True / False
3. An easement for ingress and egress typically allows a property owner to travel over another's land for access.
 - True / False
4. A conservation easement prevents any use or enjoyment of the servient property by the owner, effectively transferring ownership.
 - True / False
5. A solar easement grants a landowner the right to ensure adjacent buildings or foliage do not block sunlight.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Adam's rural parcel is landlocked, so he negotiates a right to cross his neighbor's lot in order to reach the main road.
2. _____ Becky's property benefits from a path across Carl's land. When Becky sells her property, the path rights transfer automatically to the new owner.
3. _____ Dan, a power company representative, obtains an easement to run utility lines. This does not transfer to another property owner if Dan sells his business.
4. _____ Ellen grants a legal restriction preventing subdivision on her farmland, protecting it for agriculture and open space.
5. _____ Fran records a document guaranteeing she can maintain unobstructed sunlight for her rooftop panels, preventing tall structures next door.

Options:

- (A) Easement for Ingress and Egress
- (B) Easement in Gross
- (C) Appurtenant Easement
- (D) Conservation Easement
- (E) Solar Easement

Answer Key: Chapter 13 Easements—Running or Personal

Section 1: Key Terms Matching

1. Easement – (A)
2. Appurtenant Easement – (B)
3. Easement in Gross – (C)
4. Dominant Tenement – (D)
5. Servient Tenement – (E)
6. Easement for Ingress and Egress – (F)

7. Solar Easement – (G)
8. Conservation Easement – (H)

Section 2: Fill-in-the-Blanks

1. Appurtenant Easement
2. Easement in Gross
3. Servient Tenement
4. Solar Easement
5. Conservation Easement

Section 3: True or False

1. False - An appurtenant easement does have a dominant tenement. If there were no dominant tenement, it would be an easement in gross.
2. True
3. True
4. False - A conservation easement restricts certain uses but does not transfer ownership or bar all enjoyment.
5. True

Section 4: Scenario-Based Matching

1. (A) Easement for Ingress and Egress
2. (C) Appurtenant Easement
3. (B) Easement in Gross
4. (D) Conservation Easement
5. (E) Solar Easement

Class Presentation: Chapter 14: Creating an Easement

Slide 1: Key Terms

- Bona Fide Purchaser (BFP): A purchaser who buys property for value and in good faith, without notice of any pre-existing claims or encumbrances.



- Easement by Necessity: An easement that is created when a parcel of land is landlocked and requires access to a public road.
- Implied Easement: An easement created by the conduct of parties without an express written agreement, typically inferred from prior use of the land.
- Prescriptive Easement: The right to use another's property, acquired through continuous and open adverse use for at least five years.

Slide 2: Legal Creation of Easements

- Express Grant: Created through a written agreement between parties.
- Reservation: An easement retained by the seller when transferring part of the property.
- Necessity: Arises when a property is landlocked and requires essential access to a public road.
- Prescription: Established through long-term, open, and hostile use (typically five years in California).

Slide 3: Common Easement Disputes

- Blocked Access: Interference by the servient property owner blocking the easement.
- Excessive Use: When use of the easement exceeds what was originally intended.
- Misuse or Expansion: Courts may modify or terminate an easement if the holder uses it beyond the agreed-upon scope.

Slide 4: Bona Fide Purchaser and Easements

- Bona Fide Purchaser (BFP):
 - A BFP who purchases property without knowledge of any unrecorded easements is generally protected from enforcement of those easements, unless the easement is obvious or apparent on inspection.

Slide 5: Easement Agreements: Best Practices for Preventing Future Disputes

- Record the Easement: Ensure that easement agreements are documented and recorded with the appropriate county office.
- Define Maintenance Responsibilities: Clearly outline which party is responsible for maintaining the easement.
- Detail Scope of Use: Specify the permitted uses and any restrictions to prevent disputes over excessive use.

- Regular Reviews: Periodically review easement agreements as part of property due diligence.

Student Exercise: Chapter 14 - Creating An Easement

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Express Grant
2. _____ Reservation
3. _____ Easement by Necessity
4. _____ Implied Easement
5. _____ Prescriptive Easement
6. _____ Bona Fide Purchaser (BFP)
7. _____ Open & Notorious Use
8. _____ Statutory Period

Definitions:

- (A) Creation of an easement in a written document, such as a deed, explicitly granting the right to use another's land.
- (B) When a landowner reserves an easement in their own favor upon selling or transferring a part of the property.
- (C) An easement that arises when a property is landlocked, requiring a right-of-way across a neighbor's land to reach a public road.
- (D) Arises from the prior or continuous use of property even if it's not expressly written; the courts infer the parties' intent.
- (E) Acquired through continuous, adverse use of another's property for the legally required time, creating a permanent right to use (an easement).
- (F) A property buyer who purchases for value, in good faith, without notice of unrecorded claims or defects.
- (G) A type of possession or use that is obvious to anyone, often required for a prescriptive easement or adverse possession claim.



- (H) The length of time required by law for a use to be considered “hostile and continuous,” giving rise to legal rights (e.g., 5 years in many jurisdictions).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Express Grant, Reservation, Easement by Necessity, Implied Easement, Prescriptive Easement, Bona Fide Purchaser, Open & Notorious Use, Statutory Period, etc.):

1. A(n) _____ is typically created in a written document, such as a deed, spelling out the right to use a certain portion of someone else’s land.
2. If a property is sold but the seller keeps an easement on it for themselves, that is called a _____.
3. In order to claim a _____, the person using another’s land must do so openly and continuously for a prescribed number of years.
4. _____ arises when a parcel is completely landlocked, so an adjacent property must provide access to a public road.
5. The requirement that a use be visible and obvious is referred to as _____, emphasizing that the owner would have known if they’d inspected the property.

Section 3: True or False

Circle True or False for each statement:

1. A Bona Fide Purchaser (BFP) who records their deed will typically not be bound by any unrecorded easements they had no notice of.
 - True / False
2. An Implied Easement must always be explicitly stated in the deed for it to be valid.
 - True / False
3. An Easement by Necessity is only valid as long as the land remains landlocked and ceases if alternate access becomes available.
 - True / False
4. Prescriptive easements typically require proof of exclusive, hostile, open & notorious, and continuous use for the statutory period.
 - True / False

5. The Statutory Period for establishing a prescriptive easement or adverse possession is the same in every state.
- True / False

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Abby sells half her property to Ben but keeps a right-of-way along the driveway for her own continued use.
2. _____ Carlos buys a vacant tract of land with no recorded easements. He later discovers a neighbor has been using a path across it openly for 10 years.
3. _____ Dana's home is surrounded by other parcels with no direct access to the public street, prompting the court to grant a right-of-way across a neighbor's lot.
4. _____ Eva installs a gate on her property, preventing neighbors from crossing. The neighbors claim the right is implied due to a long-standing, continuous path historically used by both owners.
5. _____ Frank obtains an easement in writing from a property owner, fully described and recorded in the deed.

Options:

- (A) Reservation
- (B) Bona Fide Purchaser Issue
- (C) Easement by Necessity
- (D) Implied Easement
- (E) Express Grant

Answer Key: Chapter 14 Creating an Easement

Section 1: Key Terms Matching

1. Express Grant – (A)
2. Reservation – (B)
3. Easement by Necessity – (C)

4. Implied Easement – (D)
5. Prescriptive Easement – (E)
6. Bona Fide Purchaser (BFP) – (F)
7. Open & Notorious Use – (G)
8. Statutory Period – (H)

Section 2: Fill-in-the-Blanks

1. Express Grant
2. Reservation
3. Prescriptive Easement
4. Easement by Necessity
5. Open & Notorious Use

Section 3: True or False

1. True
2. False - An Implied Easement does not need explicit mention in the deed; it can arise from circumstances.
3. True
4. False - While “exclusive” is sometimes debated, the general elements typically include open, hostile, and continuous use for the statutory period.
5. False - The statutory period varies by state; common durations are 5, 7, 10, or more years, depending on the jurisdiction.

Section 4: Scenario-Based Matching

1. (A) Reservation
2. (B) Bona Fide Purchaser Issue
3. (C) Easement by Necessity
4. (D) Implied Easement
5. (E) Express Grant

Class Presentation: Chapter 15: Interference and Termination of Easements

Slide 1: Key Terms

- **Abandonment:** The relinquishment of an easement by the holder, shown through conduct that indicates they no longer intend to use it.
- **Forfeiture:** The loss of an easement due to excessive or improper use by the holder that exceeds the original intent of the easement.
- **Merger:** The termination of an easement when the ownership of both the servient and dominant tenements merges under one owner.

Slide 2: Easement Interference

- **Obstruction:** Blocking or restricting the use of an easement (e.g., physical barriers, overgrowth, or construction that impedes access).
- **Unilateral Modifications:** Unauthorized changes by the servient property owner that alter the easement's purpose or scope.

Slide 3: Unreasonable Interference with Easements

- **Interference by Property Owners:**
 - Explains how excessive obstacles or modifications (beyond minor or incidental interference) can hinder the easement's intended use.
- **Intangible Acts:**
 - Non-physical actions (e.g., refusal to sign permits) that effectively obstruct the easement holder's rights.

Slide 4: Easement Termination

- **Methods to Terminate Easements:**
 - **Release:** A formal, written agreement between the dominant and servient owners to cancel the easement.
 - **Abandonment:** Termination inferred by long-term non-use or actions showing the easement holder no longer intends to use it.
 - **Forfeiture:** Occurs when the easement holder exceeds the original scope of use, thereby triggering its termination.

- Merger: When one owner acquires both the dominant and servient interests, extinguishing the easement.

Slide 5: Additional Methods of Termination

- Destruction of the Servient Property:
 - If the property subject to the easement is destroyed or significantly altered so that the easement's purpose becomes impossible, it terminates automatically.
- *(Optional)* Other Termination Factors:
 - Court decisions or statutory changes that eliminate the need for the easement.

Student Exercise: Chapter 15 - Interference and Termination Of Easements

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Abandonment
2. _____ Forfeiture
3. _____ Merger
4. _____ Release
5. _____ Destruction of the Servient Property
6. _____ Unreasonable Interference
7. _____ Overuse
8. _____ Court Modification

Definitions:

(A) The voluntary giving up of an easement by its holder, typically shown by clear acts or statements indicating no further intent to use it.

(B) A situation where an easement ends because the same person acquires both the dominant and servient tenements, uniting ownership.

(C) The loss of an easement due to acts by the easement holder that exceed its scope or purpose, potentially triggering legal termination.

(D) A document or agreement in which the easement holder surrenders their interest, usually recorded to formally cancel the easement.

(E) The easement ceases because the physical land (servient estate) or the relevant portion is destroyed or altered so its purpose cannot be fulfilled.

(F) An action by the easement holder that goes beyond what was originally granted, potentially prompting termination or legal challenge (e.g., using a driveway easement as a loading dock).

(G) When a servient owner blocks or hinders the easement holder's rights to access or use the easement without justification, leading to a dispute.

(H) A judicial remedy that may alter the scope or conditions of an easement (or end it) if the holder's use evolves beyond what was intended or becomes unjust.

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Abandonment, Forfeiture, Merger, Release, Destruction of the Servient Property, Unreasonable Interference, Overuse, Court Modification, etc.):

1. If the same individual acquires both the dominant and servient tenements, the easement automatically terminates due to _____.
2. If an easement holder significantly exceeds the scope of their granted rights, a court may order _____, ending the easement as a legal penalty.
3. A formal, recorded _____ document can voluntarily cancel an existing easement.
4. A driveway easement may be terminated if the easement holder stops using it altogether and clearly shows intent never to use it again, constituting _____.
5. _____ occurs when the servient estate is physically destroyed or altered so the easement can no longer serve its intended function.

Section 3: True or False

Circle True or False for each statement:

1. A merger happens only when the dominant estate owner mortgages the property, which automatically terminates the easement.
 - True / False
2. If an easement holder overuses the easement by exceeding its original scope, a court may either modify its use or terminate the easement entirely.

- True / False
- 3. Destruction of the servient property can terminate an easement if it becomes impossible for the easement to serve its purpose.
 - True / False
- 4. Abandonment requires a formal, recorded instrument every time; lack of use alone is never sufficient to show intent to abandon.
 - True / False
- 5. Release is a voluntary method of ending an easement, often documented in writing and recorded.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alice owns both parcels involved in the easement—after buying the adjacent property that was once servient to her.
2. _____ Bob’s new commercial use of a “footpath” easement now involves driving heavy trucks, far beyond the original pedestrian access granted.
3. _____ Carla’s barn was the servient estate for a storage easement. The barn collapsed in a storm, eliminating the reason and space for storing goods.
4. _____ Dan decides he no longer needs or wants the easement across his neighbor’s land, so he executes a formal, notarized document and records it.
5. _____ Erica hasn’t used her access easement for 15 years, built a wall blocking her route, and explicitly told neighbors she no longer needs it.

Options:

- (A) Merger
- (B) Overuse
- (C) Destruction of the Servient Property
- (D) Release
- (E) Abandonment

Answer Key: Chapter 15 Interference and Termination of Easements

Section 1: Key Terms Matching

1. Abandonment – (A)
2. Forfeiture – (C)
3. Merger – (B)
4. Release – (D)
5. Destruction of the Servient Property – (E)
6. Unreasonable Interference – (G)
7. Overuse – (F)
8. Court Modification – (H)

Section 2: Fill-in-the-Blanks

1. Merger
2. Forfeiture
3. Release
4. Abandonment
5. Destruction of the Servient Property

Section 3: True or False

1. False - Merger terminates the easement when both parcels come under one owner, not from a mortgage.
2. True
3. True
4. False - Formal instruments are often used, but sufficient evidence of intent plus lack of use can establish abandonment.
5. True



Section 4: Scenario-Based Matching

- (A) Merger
- (B) Overuse
- (C) Destruction of the Servient Property
- (D) Release
- (E) Abandonment

Class Presentation: Chapter 16: Covenants, Conditions, and Restrictions

Slide 1: Key Terms

- **Affirmative Covenant:** A promise to perform a certain act, such as maintaining a property or adhering to specific building standards.
- **Amendment Clause:** A provision allowing changes or updates to the CC&Rs, typically requiring a vote or approval process from property owners or a governing body.
- **Covenants, Conditions, and Restrictions (CC&Rs):** Rules and regulations governing the use of real property, often found in planned communities or condominiums.
- **Negative Covenant:** A restriction that prevents certain activities on a property, such as prohibiting commercial activities in a residential area.

Slide 2: CC&Rs in Property Ownership

- **What They Govern:**
 - Use of property, required modifications, and overall aesthetics.
- **HOA Enforcement Powers:**
 - Assessments, fines, and legal actions taken by the homeowners' association.

Slide 3: What Are CC&Rs?

- **Definition:**
 - Legal documents recorded by developers that set the rules for property use and maintenance in condominiums, planned communities, etc.
- **Purpose:**



- Ensure uniformity, maintain property values, and establish shared obligations among property owners.

Slide 4: Types of Covenants

- Affirmative Covenants:
 - Require homeowners to perform certain actions (e.g., maintain landscaping, adhere to specific architectural designs).
- Negative Covenants:
 - Restrict certain activities (e.g., prohibiting commercial use in a residential community or altering exteriors without approval).

Slide 5: Amendment Clauses and Enforcement

- Amendment Clauses:

CC&Rs often include an amendment clause, which allows homeowners or the governing board to change or add new rules. Typically, amendments require a majority vote or a specific percentage of approval from homeowners.
- Enforcement:

Homeowners' associations (HOAs) are usually responsible for enforcing CC&Rs. Violations can result in fines, penalties, or legal action.

Slide 6: Disputes & Legal Challenges

- Zoning Conflicts:
 - Situations where CC&Rs conflict with city ordinances.
- Selective Enforcement:
 - Cases where rules are applied unequally, allowing for legal challenges.
- Legal Action Against HOAs:
 - Overview of owner rights when contesting overly restrictive CC&Rs or inconsistent enforcement.

Slide 7: When CC&Rs Conflict with Zoning Laws

- Primary Rule:
 - Zoning laws typically prevail over CC&Rs.



- Exceptions & Nuances:
 - Highlight instances where CC&Rs may offer additional protections or where local ordinances allow for flexibility.

Student Exercise: Chapter 16 - Covenants, Conditions, And Restrictions

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ CC&Rs (Covenants, Conditions, and Restrictions)
2. _____ Affirmative Covenant
3. _____ Negative Covenant
4. _____ Amendment Clause
5. _____ HOA Enforcement Powers
6. _____ Selective Enforcement
7. _____ Zoning Conflict
8. _____ Public vs. Private Restrictions

Definitions:

- (A) A provision allowing property owners or a homeowners' association to modify existing CC&Rs if certain voting or procedural thresholds are met.
- (B) A rule that requires a property owner to perform a specific act (e.g., maintain landscaping or adhere to approved architectural guidelines).
- (C) A rule that prohibits certain uses or actions on the property (e.g., no commercial operations in a residential subdivision).
- (D) Legal documents governing the use, appearance, and maintenance of real property within a development or common interest community.
- (E) When an HOA or entity applies the same rule differently to different owners, potentially leading to claims of unfair or biased application.
- (F) The power to impose fines, file liens, or pursue legal actions against owners who violate CC&Rs.
- (G) Situations in which private CC&Rs set stricter (or conflicting) standards than a city's land use regulations; generally, the more restrictive rule applies, but local ordinances typically take precedence for health/safety.



- (H) Distinguishes government-imposed restrictions (like zoning) from privately recorded restrictions (like CC&Rs).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (CC&Rs, Affirmative Covenant, Negative Covenant, Amendment Clause, HOA Enforcement Powers, Selective Enforcement, Zoning Conflict, Public vs. Private Restrictions, etc.):

1. _____ are the recorded legal documents that dictate how properties in a planned development must look and be maintained.
2. A _____ might require a homeowner to keep their lawn properly landscaped, while a _____ might ban commercial vehicles from parking overnight.
3. If a developer wants to change existing CC&Rs to allow taller fences, they must follow the procedure outlined in the _____.
4. Situations in which an HOA fines one homeowner for a minor violation but ignores the same violation by another homeowner may constitute _____.
5. _____ arises when the rules set by a homeowners' association differ from, or clash with, local zoning laws or city ordinances.

Section 3: True or False

Circle True or False for each statement:

1. CC&Rs are typically enforced by local governments rather than private homeowners' associations.
 - True / False
2. An affirmative covenant requires an action (e.g., regular painting of a house) rather than simply prohibiting an activity.
 - True / False
3. A negative covenant is one that compels a property owner to do a specific act to maintain community standards.
 - True / False



4. When CC&Rs conflict with local zoning laws, the less restrictive rule always prevails.
 - True / False
5. Selective enforcement could invalidate an HOA's action if a homeowner proves the HOA applied rules unevenly.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ A homeowners' group wants to update the community rule to allow taller hedges, so they hold a vote according to the formal process outlined in the recorded documents.
2. _____ A condo rule bans storing boats in the driveway, and the HOA can impose fines on anyone violating this rule.
3. _____ A local law allows short-term rentals, but the subdivision's recorded rules ban them entirely, creating a stricter private rule.
4. _____ A covenant mandates that every lawn in the development must be watered and mowed regularly.
5. _____ The HOA cites one homeowner for installing a bright pink fence but overlooks a similar violation by the board president.

Options:

- (A) Amendment Clause
- (B) HOA Enforcement Powers
- (C) Affirmative Covenant
- (D) Zoning Conflict / Private vs. Public Restriction
- (E) Selective Enforcement

Answer Key: Chapter 16 Covenants, Conditions, And Restrictions

Section 1: Key Terms Matching

1. CC&Rs (Covenants, Conditions, and Restrictions) – (D)
2. Affirmative Covenant – (B)
3. Negative Covenant – (C)
4. Amendment Clause – (A)
5. HOA Enforcement Powers – (F)
6. Selective Enforcement – (E)
7. Zoning Conflict – (G)
8. Public vs. Private Restrictions – (H)

Section 2: Fill-in-the-Blanks

1. CC&Rs
2. Affirmative Covenant; Negative Covenant
3. Amendment Clause
4. Selective Enforcement
5. Zoning Conflict

Section 3: True or False

1. False - CC&Rs are privately enforced, usually by an HOA or other property owners.
2. True
3. False - A negative covenant is a prohibition, not a requirement to act.
4. False - Often, the more restrictive rule applies, but health/safety regs from local gov may override.
5. True

Section 4: Scenario-Based Matching

1. (A) Amendment Clause

2. (B) HOA Enforcement Powers
3. (D) Zoning Conflict / Private vs. Public Restriction
4. (C) Affirmative Covenant
5. (E) Selective Enforcement

Class Presentation: Chapter 17: Easement Maintenance Costs

Slide 1: Key Terms

- Arbitrator: A neutral third party who resolves disputes between easement holders and servient landowners regarding maintenance costs.
- Right-of-Way: A type of easement allowing one party to cross another's land, typically for access to their own property.
- Secondary Easement: A subordinate easement that supports the primary easement, such as the right to access land to maintain a utility line.

Slide 2: Who Pays for Maintenance?

- Shared Costs:
 - Maintenance expenses are typically split among the benefiting parties based on their usage of the easement.
- Court Enforcement:
 - If one or more parties refuse to contribute, courts can enforce cost-sharing agreements.

Slide 3: Maintenance Responsibilities & Common Disputes

- Maintenance Responsibilities:
 - Generally, the party that primarily benefits from the easement is responsible for its upkeep.
 - Right-of-Way Easements: The user is typically liable for repairs unless another arrangement exists.
- Common Disputes:
 - Neglected Easements: Situations where the easement's maintenance is ignored.
 - Damage Liability: Determining responsibility for repairs after accidental damage.

Slide 4: Disputes and Arbitration

- Role of Arbitrators:
 - When disagreements arise over maintenance costs or responsibilities, an arbitrator can be appointed to resolve the issue quickly.
- Cost Allocation:
 - Arbitration or court decisions may divide costs based on the proportional benefit derived from the easement.

Slide 5: Who Pays? Fair Cost Allocation in Shared Easements

- Fair Cost Allocation Principles:
 - Courts determine each party's share of maintenance costs by evaluating the degree of benefit received from the easement.
 - Considerations include usage frequency, ease of access, and overall impact on property value.
- Example:
 - In a shared parking easement, if one party uses the space 70% of the time, they might be allocated a proportionate share of the costs.

Student Exercise: Chapter 17 - Easement Maintenance Costs

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Right-of-Way
2. _____ Maintenance Responsibilities
3. _____ Secondary Easement
4. _____ Shared Costs
5. _____ Arbitrator
6. _____ Proportional Benefit
7. _____ Neglected Easements



8. _____ Damage Liability

Definitions:

- (A) An easement that generally allows one party to cross another's property for access.
- (B) Tasks and costs associated with repairing, upkeeping, or improving the easement area.
- (C) A subordinate right supporting the primary easement, such as entering the servient estate to maintain or repair the easement.
- (D) A principle dividing expenses among parties based on how much each one uses or benefits from the easement.
- (E) A neutral third party who can help resolve disputes over maintenance and cost allocation.
- (F) A scenario where one or more users of an easement fail to keep it in usable condition, leading to disputes or legal action.
- (G) A requirement that all or multiple parties split the financial responsibilities for easement upkeep, typically written into the easement agreement or ordered by a court.
- (H) An issue determining who pays for repairs if an easement is accidentally damaged by a particular user (e.g., from heavy equipment or negligence).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Right-of-Way, Maintenance Responsibilities, Secondary Easement, Shared Costs, Arbitrator, Proportional Benefit, Neglected Easements, Damage Liability, etc.):

1. A _____ grants someone the legal ability to cross another's land, often for ingress and egress.
2. When multiple parties use a private road, _____ typically means each party shares upkeep expenses.
3. Under a _____, the holder may enter the servient property to maintain or repair the main easement.
4. If a dispute arises over who pays to resurface a shared driveway, an _____ can help settle the matter outside of court.
5. If only one party derives 80% of the easement's usage, courts may allocate costs based on _____.



Section 3: True or False

Circle True or False for each statement:

1. A secondary easement typically allows the dominant estate to enter the servient land for repairs, but not expand the original easement's use.
 - True / False
2. Neglected easements may fall into disuse or disrepair if no parties take responsibility for upkeep.
 - True / False
3. Arbitration is the only method for resolving cost disputes regarding easement maintenance.
 - True / False
4. Shared costs for easement repairs are always split equally among users, regardless of how frequently each uses the easement.
 - True / False
5. Damage liability arises when a user's negligence causes harm to an easement, forcing them to bear the repair costs.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Abby and Bob share a driveway easement, but Bob's heavy vehicles routinely damage the asphalt. A court orders him to pay a larger share of repair costs.
2. _____ Carlos and Diana each have an easement to use a private lane but neither has bothered with upkeep, and it has become impassable.
3. _____ Ethan obtains a court-approved right to walk across Felicia's land, and also may enter with contractors to fix the walkway as part of that right.
4. _____ Gina and Hannah disagree on how to split repaving costs for their shared road. They agree to have a neutral professional issue a binding decision.
5. _____ Ivan must cross James's field to reach the main road. This arrangement is noted in both properties' deeds, granting a direct passage easement.

Options:

- (A) Right-of-Way
- (B) Neglected Easements
- (C) Damage Liability
- (D) Secondary Easement
- (E) Arbitrator

Answer Key: Chapter 17 Easement Maintenance Costs

Section 1: Key Terms Matching

- 1. Right-of-Way – (A)
- 2. Maintenance Responsibilities – (B)
- 3. Secondary Easement – (C)
- 4. Shared Costs – (G)
- 5. Arbitrator – (E)
- 6. Proportional Benefit – (D)
- 7. Neglected Easements – (F)
- 8. Damage Liability – (H)

Section 2: Fill-in-the-Blanks

- 1. Right-of-Way
- 2. Shared Costs
- 3. Secondary Easement
- 4. Arbitrator
- 5. Proportional Benefit

Section 3: True or False

- 1. True
- 2. True

3. False - Mediation, court litigation, or direct negotiation can also resolve disputes.
4. False - Courts often allocate costs based on usage or proportional benefit rather than an automatic equal split.
5. True

Section 4: Scenario-Based Matching

1. (C) Damage Liability
2. (B) Neglected Easements
3. (D) Secondary Easement
4. (E) Arbitrator
5. (A) Right-of-Way

Class Presentation: Chapter 18: A Deed as a Transfer

Slide 1: Key Terms

- Adverse Possession: The legal process by which a person may claim ownership of land by occupying it for a set period, without the permission of the original owner.
- Amanuensis: Someone who acts on behalf of another to execute a deed. The deed must be executed with the express authority of the grantor.
- Common Description: A non-technical description of a property, often using landmarks or street addresses.
- Fee Estate: The most complete form of ownership in real property, where the owner has the right to use and transfer the property indefinitely.
- Grant: The act of transferring property rights to another person through a deed.
- Grant Deed: A type of deed where the grantor guarantees they have not sold the property to anyone else and that there are no undisclosed encumbrances.
- Grantee: The person receiving the interest in the property through a deed.
- Grantor: The person transferring the interest in the property.
- Legal Description: A precise description of a property, often using metes and bounds, lot and block, or a rectangular survey system.



- Quitclaim Deed: A deed that transfers whatever interest the grantor has in the property without any warranties or guarantees.

Slide 2: Essential Components of a Deed

- Grantor & Grantee Identification:
 - Names and legal capacity of both parties.
- Legal Property Description:
 - Detailed description using metes and bounds, lot and block, or government survey systems.
- Consideration & Signatures:
 - The price (or other consideration) and signatures of the parties, typically notarized and witnessed.

Slide 3: Types of Deeds

- Grant Deed:
 - Transfers property with two implied promises:
 1. The grantor has not previously sold the property to another.
 2. The property is free from undisclosed encumbrances.
- Quitclaim Deed:
 - Conveys whatever interest the grantor has without any warranties.
 - Often used for transfers among family members or to clear title defects.
- Warranty Deed:
 - A type of grant deed that provides broader warranties regarding title.
- Special Purpose Deeds:
 - Utilized in specific circumstances such as foreclosures, probate, or court orders.

Slide 4: Adverse Possession

- Definition:
 - A method of acquiring title by occupying property openly, continuously, and hostilely for a statutory period (typically five years in California) and paying property taxes.

- Key Requirements:
 - Open and notorious use, continuous occupation, and hostile claim.
- Impact on Title:
 - Can lead to ownership if all legal criteria are met.

Slide 5: Fraudulent Deeds: Recognizing & Avoiding Deed Scams

- Definition of Fraudulent Deeds:
 - Deeds that are forged, signed under duress, or misrepresent the transfer of property.
- Common Red Flags:
 - Inconsistencies in legal descriptions, missing signatures, unusual or unauthorized grantors.
- Prevention Measures:
 - Conduct thorough title searches, verify chain of title, and use reputable legal professionals.
- Legal Remedies:
 - Options available if a fraudulent deed is discovered, including rescission or court challenges.

Student Exercise: Chapter 18 - A Deed As A Transfer

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Deed
2. _____ Grantor
3. _____ Grantee
4. _____ Grant Deed
5. _____ Quitclaim Deed
6. _____ Legal Description
7. _____ Common Description



8. _____ Amanuensis
9. _____ Fee Estate
10. _____ Adverse Possession

Definitions:

- (A) A written document used to transfer ownership (title) of real property from one party to another.
- (B) The person who transfers an interest in real property by signing the deed.
- (C) The person who receives an interest in real property by deed.
- (D) A deed that includes certain implied promises, such as that the grantor has not transferred the same property to someone else and that the property is free of undisclosed encumbrances.
- (E) A deed that transfers whatever interest the grantor has in the property, with no warranties or guarantees about title.
- (F) A precise, legally recognized property description, typically using metes and bounds, lot and block, or the government survey system.
- (G) A non-technical property description, such as a street address or landmarks, not sufficient on its own for a valid deed.
- (H) Someone authorized to sign or act on behalf of another person (the grantor) in executing a deed, under that person's express authority.
- (I) The most complete form of ownership in real property, potentially lasting indefinitely (aka fee simple).
- (J) A legal process by which a person may acquire ownership of land by openly, continuously, and hostilely occupying it for a statutory period, often with payment of property taxes.

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Deed, Grantor, Grantee, Grant Deed, Quitclaim Deed, Legal Description, Common Description, Amanuensis, Fee Estate, Adverse Possession, etc.):

1. A valid _____ must generally identify the property through a legal rather than just a common description.
2. A _____ is the person who conveys their property rights, while the _____ is the person receiving those rights.



3. In a _____, the grantor only transfers whatever interest they possess, without any warranties regarding liens or title defects.
4. Under _____, someone might acquire ownership by possessing a property openly and continuously for a set number of years.
5. A _____ typically provides implied warranties that the property is free from undisclosed encumbrances and hasn't been sold to another party.

Section 3: True or False

Circle True or False for each statement:

1. A common description (e.g., "123 Main Street") is sufficient for a fully valid deed if all parties know the property.
 - True / False
2. A grant deed includes implied promises about the property's title status, while a quitclaim deed offers no such assurances.
 - True / False
3. Adverse possession requires hostility, open use, and continuous occupation but typically does not require payment of property taxes.
 - True / False
4. A fee estate can last indefinitely, as long as there is an heir or owner willing to inherit or purchase it.
 - True / False
5. An amanuensis has no legal authority to sign a deed if the grantor is absent, even with express permission.
 - True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alan hires a trusted agent to sign the deed on his behalf, after giving explicit written permission.

2. _____ Beth sells her property to Carl. The deed states “All my right, title, and interest,” but no warranties regarding liens or other defects.
3. _____ Dean uses a vacant lot openly and pays taxes on it for five consecutive years without the owner’s permission, eventually claiming ownership.
4. _____ Emma’s deed states that she holds the property free from undisclosed encumbrances, and it hasn’t been transferred to anyone else.
5. _____ Fran’s deed lists “156 Redwood Lane” as the address but lacks a metes-and-bounds or lot-and-block description.

Options:

- (A) Amanuensis
- (B) Quitclaim Deed
- (C) Adverse Possession
- (D) Grant Deed
- (E) Common Description Only

Answer Key: Chapter 18 A Deed as A Transfer

Section 1: Key Terms Matching

1. Deed – (A)
2. Grantor – (B)
3. Grantee – (C)
4. Grant Deed – (D)
5. Quitclaim Deed – (E)
6. Legal Description – (F)
7. Common Description – (G)
8. Amanuensis – (H)
9. Fee Estate – (I)
10. Adverse Possession – (J)



Section 2: Fill-in-the-Blanks

1. Deed (with a legal description)
2. Grantor; Grantee
3. Quitclaim Deed
4. Adverse Possession
5. Grant Deed

Section 3: True or False

1. False - A common description alone is generally insufficient; a valid deed typically requires a legal description for clarity.
2. True
3. False- Many jurisdictions do require payment of property taxes for adverse possession, though exact requirements vary.
4. True
5. False - An amanuensis can sign on the grantor's behalf if the grantor has expressly authorized them to do so.

Section 4: Scenario-Based Matching

1. (A) Amanuensis
2. (B) Quitclaim Deed
3. (C) Adverse Possession
4. (D) Grant Deed
5. (E) Common Description Only

Class Presentation: Chapter 19 - Grant Deed vs. Quitclaim Deed

Slide 1: Key Terms

- Encumbrance: A claim, lien, or liability attached to real property that may diminish its value or restrict its use (e.g., a mortgage or easement).



- Grant Deed: A deed that includes certain implied promises, including that the property is free of undisclosed encumbrance and that the grantor has not previously transferred the title to anyone else.
- Implied Covenant: A legal promise that is not explicitly stated in the deed but is assumed by law, such as the covenant of quiet enjoyment in a lease or the promise that there are no undisclosed encumbrances in a grant deed.
- Quitclaim Deed: A deed that transfers any interest the grantor has in the property without making any guarantees or warranties about the quality of the title.
- Reformation: A legal remedy in which a court corrects a mistake in a deed or contract to reflect the true intent of the parties.
- Remote Grantee: A future owner of the property who acquires title from a grantee through successive transfers.
- Subrogation: The substitution of one party (often an insurer) to the rights and claims of another party, typically in the context of repaying a debt or recovering damages.

Slide 2: Reformation and Subrogation

- Reformation:
 - Allows the court to correct errors in the deed's legal description or other provisions to reflect the true intent of the parties.
- Subrogation:
 - Occurs when a lender or insurance company steps into the shoes of the grantee to enforce rights, such as recovering losses from defects in the title.

Slide 3: Remote Grantees and Encumbrances

- Remote Grantee:
 - A future owner who acquires title from the original grantee and can enforce the original covenants.
- Encumbrances:
 - Both grant deeds and quitclaim deeds may transfer property subject to encumbrances; a grant deed offers protection against unknown encumbrances, whereas a quitclaim deed transfers property "as is."

Student Exercise: Chapter 19 - Grant Deed Vs. Quitclaim Deed

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Grant Deed
2. _____ Quitclaim Deed
3. _____ Encumbrance
4. _____ Implied Covenant
5. _____ Reformation
6. _____ Remote Grantee
7. _____ Subrogation
8. _____ Encumbrances vs. Liens

Definitions:

(A) A deed that transfers any interest the grantor has in the property without providing any warranties or guarantees about the title.

(B) A legal remedy allowing a court to correct a mistake in a deed (or contract) so it reflects the true intent of the parties.

(C) Anything that burdens or affects the title to real property, such as mortgages, easements, or liens.

(D) A deed type that typically includes implied promises that the grantor has not previously sold the property to someone else and that it is free of undisclosed encumbrance.

(E) Someone in the chain of title who acquires the property after it's been conveyed from the grantor to another owner, potentially many transfers down the line.

(F) The legal process by which a party (e.g., an insurer) steps into the shoes of another to seek reimbursement, commonly for paid claims or expenses.

(G) A promise or assurance that isn't explicitly stated in the deed but is recognized by law (e.g., covenant of seisin, covenant against encumbrances).



(H) Distinguishes general restrictions or burdens (like easements, restrictions) from financial claims specifically secured by the property (like mortgages, tax liens).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Grant Deed, Quitclaim Deed, Encumbrance, Implied Covenant, Reformation, Remote Grantee, Subrogation, etc.):

1. A _____ is generally used when the grantor wants to provide some assurance about the title, including that it's free of undisclosed encumbrances.
2. A _____ conveys only whatever interest the grantor currently holds, with no warranties at all.
3. If a buyer's title insurance company pays off an undisclosed lien, _____ allows the insurer to pursue reimbursement against the party responsible for that debt.
4. _____ might fix a spelling error in the property's legal description if it doesn't reflect the true agreement between the parties.
5. A mortgage is a type of _____, but specifically a lien that secures a debt against the property.

Section 3: True or False

Circle True or False for each statement:

1. A quitclaim deed provides a guarantee that no previous owner has encumbered the property.
 - True / False
2. A grant deed includes implied covenants, such as that the grantor has not previously transferred the property to someone else.
 - True / False
3. A remote grantee is a future owner of the same property, possibly multiple sales or transfers down the chain of title.
 - True / False
4. Reformation can be used to entirely void a deed if the grantee discovers hidden encumbrances.
 - True / False
5. Encumbrances include only financial claims against the property, such as mortgages or liens.

- True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alice finds a minor boundary description error in the deed. She and Bob petition the court to correct the mistake, so it reflects their true agreement.
2. _____ Carla signs a deed stating, “I hereby grant the following real property to Dave.” By doing so, she implies she has a good title and no undisclosed encumbrances.
3. _____ Ellie inherits property from Frank after he received it from a prior owner. Ellie is part of the extended chain of title.
4. _____ Greg purchased property from Henry via a deed that gives no warranties; if Henry had zero interest, Greg gets nothing.
5. _____ An insurer pays off a claim on the property so the buyer can take title free of an old lien, then pursues the lienholder for reimbursement.

Options:

- (A) Reformation
- (B) Grant Deed
- (C) Remote Grantee
- (D) Quitclaim Deed
- (E) Subrogation

Answer Key: Chapter 19 Grant Deed Vs. Quitclaim Deed

Section 1: Key Terms Matching

1. Grant Deed – (D)
2. Quitclaim Deed – (A)
3. Encumbrance – (C)
4. Implied Covenant – (G)
5. Reformation – (B)



6. Remote Grantee – (E)
7. Subrogation – (F)
8. Encumbrances vs. Liens – (H)

Section 2: Fill-in-the-Blanks

1. Grant Deed
2. Quitclaim Deed
3. Subrogation
4. Reformation
5. Encumbrance

Section 3: True or False

1. False - A quitclaim deed does not offer any warranty or guarantee.
2. True
3. True
4. False - Reformation corrects errors in a deed but does not void the entire deed for hidden encumbrances.
5. False - Encumbrances can also be non-financial, e.g., easements or restrictions.

Section 4: Scenario-Based Matching

- (A) Reformation
- (B) Grant Deed
- (C) Remote Grantee
- (D) Quitclaim Deed
- (E) Subrogation

Class Presentation: Chapter 20 - Delivery, Acceptance, and Validity of Deeds

Slide 1: Key Terms

- **Constructive Delivery:** Delivery inferred from the circumstances where the deed is delivered by the grantor but not physically handed to the grantee.
- **Documentary Transfer Tax:** A tax imposed on the recording of a document when real estate is transferred.
- **Revocable Transfer on Death Deed (RTDD):** A document created to transfer real estate to a beneficiary upon the owner's death, without warranty of title.
- **Security:** Collateral for a debt in the form of a lien on property.
- **Void Deed:** A deed that is legally ineffective from the outset and cannot transfer ownership under any circumstances.
- **Voidable Deed:** A deed that is valid until it is legally challenged and voided, such as those involving fraud or coercion.

Slide 2: Legal Requirements for Validity

- **Intent to Transfer:**
 - The grantor must clearly intend to convey title to the grantee.
- **Delivery & Acceptance:**
 - Actual or constructive delivery must occur; the grantee must accept the deed.
- **Proper Execution:**
 - The deed must be properly signed, notarized, and, where required, witnessed.

Slide 3: Delivery, Acceptance, & Challenges to a Deed

- **What Constitutes Delivery of a Deed:**
 - **Actual Delivery:** The deed is physically handed to the grantee.
 - **Constructive Delivery:** Delivery through a third party or other circumstances that imply the grantor's intent (e.g., leaving the deed with a trusted agent for the grantee).
- **When a Deed Can Be Challenged:**
 - **Fraudulent Transfers:** Deeds obtained through fraud or forgery.



- Errors in Legal Descriptions: Mistakes that affect the property's identification.
- Lack of Grantor Capacity: If the grantor was not legally competent when executing the deed.

Slide 4: Void vs. Voidable Deeds

- Void Deed:
 - Never effective; typically due to forgery, fraud, or legal incapacity.
- Voidable Deed:
 - Initially valid but can be invalidated by a court (e.g., due to duress or misrepresentation).

Slide 5: Revocable Transfer on Death Deed (RTDD)

- RTDD Overview:
 - Transfers property to a named beneficiary upon the owner's death, avoiding probate.
 - Remains revocable during the owner's lifetime.
- Requirements for RTDD:
 - Must be signed, notarized, and recorded within 60 days of execution.

Slide 6: Revocable Transfer on Death Deeds (RTDDs): Benefits & Risks

- Benefits:
 - Probate Avoidance: Simplifies transfer upon death.
 - Flexibility: Owner retains control and can revoke or modify the RTDD during life.
 - Cost Savings: Can reduce legal fees and time compared to probate.
- Risks:
 - Recording Deadlines: Failing to record on time can render the RTDD ineffective.
 - Potential for Disputes: Beneficiary challenges or unclear language may lead to litigation.
 - Limited Protection: Does not address all potential title issues; thorough title review remains essential.

Student Exercise Chapter 20: Delivery, Acceptance, And Validity Of Deeds

Section 1: Key Terms Matching Exercise

Match each term with the correct definition by writing the corresponding letter in the blank.

1. _____ Delivery
2. _____ Acceptance
3. _____ Constructive Delivery
4. _____ Void Deed
5. _____ Voidable Deed
6. _____ Revocable Transfer on Death Deed (RTDD)
7. _____ Documentary Transfer Tax
8. _____ Security

Definitions:

(A) A deed that is legally ineffective from the outset, typically due to forgery, fraud, or the grantor's lack of legal capacity at the time of signing.

(B) The grantee's agreement to receive the interest transferred by the deed, often presumed once the deed is in the grantee's control.

(C) When circumstances (e.g., leaving a signed deed with an escrow agent) indicate the grantor intends the deed to be delivered to the grantee, even if not handed over in person.

(D) The process of handing over a valid deed to the grantee (or someone on their behalf) with the intent to transfer title.

(E) A deed that can be rescinded or invalidated if legally challenged (e.g., signed under duress), but remains valid unless or until such challenge occurs.

(F) A deed that allows an owner to name a beneficiary who automatically receives the property upon the owner's death, without going through probate, yet can be revoked anytime during the owner's life.

(G) A tax imposed on the recording of certain real estate transfers, typically based on the sale price or consideration amount.



(H) Collateral for a debt, often in the form of a lien on real property (e.g., a mortgage or deed of trust).

Section 2: Fill-in-the-Blanks

Complete the sentences below using the correct key terms (Delivery, Acceptance, Constructive Delivery, Void Deed, Voidable Deed, Revocable Transfer on Death Deed (RTDD), Documentary Transfer Tax, Security, etc.):

1. A deed is not effective until it undergoes _____, which shows the grantor's intent to convey title.
2. A _____ is legally invalid from the moment it's created, often due to forgery or the grantor's incapacity.
3. If a deed can be canceled because it was signed under undue influence, but remains valid until challenged, it's called a _____.
4. An owner who wants to avoid probate can name a beneficiary on a _____, transferring title at death unless revoked.
5. When the deed is left with a neutral escrow agent who will pass it to the grantee upon certain conditions, it may qualify as _____.

Section 3: True or False

Circle True or False for each statement:

1. Acceptance by the grantee is presumed if the deed benefits them, even if they never physically received the document.
 - True / False
2. A void deed can still pass title to an innocent buyer who knows nothing of the forgery.
 - True / False
3. Documentary transfer tax applies to many real estate transfers, often calculated based on the property's sale price.
 - True / False
4. A revocable transfer on death deed (RTDD) becomes irrevocable as soon as it's recorded.
 - True / False

5. An example of constructive delivery is leaving the signed deed with a trusted third party under instructions to hand it to the grantee upon the grantor's death.
- True / False

Section 4: Scenario-Based Matching

Match each real-world scenario with the correct principle by writing the corresponding letter in the blank.

1. _____ Alan forges Betty's signature on a deed transferring her house to himself; the deed is legally worthless.
2. _____ Carla signs a deed under extreme duress from a relative. The deed may be canceled in court, but if unchallenged, it remains valid.
3. _____ Dennis records a deed for a recently sold property and pays a local tax based on the selling price.
4. _____ Eunice wants her home to pass automatically to her daughter upon death, avoiding probate, so she signs and records a special deed that can be revoked any time before her death.
5. _____ Frank leaves his deed to a cabin with a neutral agent, instructing that it be delivered to Gary upon Frank's retirement, indicating Frank's intent to transfer ownership at that time.

Options:

- (A) Void Deed
- (B) Voidable Deed
- (C) Documentary Transfer Tax
- (D) Revocable Transfer on Death Deed (RTDD)
- (E) Constructive Delivery

Answer Key: Chapter 20 Delivery, Acceptance, And Validity of Deeds

Section 1: Key Terms Matching

1. Delivery – (D)
2. Acceptance – (B)



3. Constructive Delivery – (C)
4. Void Deed – (A)
5. Voidable Deed – (E)
6. Revocable Transfer on Death Deed (RTDD) – (F)
7. Documentary Transfer Tax – (G)
8. Security – (H)

Section 2: Fill-in-the-Blanks

1. Delivery
2. Void Deed
3. Voidable Deed
4. Revocable Transfer on Death Deed (RTDD)
5. Constructive Delivery

Section 3: True or False

1. True
2. False - A void deed is legally invalid from the start and cannot pass good title—even to an innocent party.
3. True
4. False - The owner can revoke an RTDD at any time before death, even if recorded.
5. True

Section 4: Scenario-Based Matching

1. (A) Void Deed
2. (B) Voidable Deed
3. (C) Documentary Transfer Tax
4. (D) Revocable Transfer on Death Deed (RTDD)
5. (E) Constructive Delivery