

Easements II; Covenants & Servitudes

Property · Professor Ford

April 8, 2020

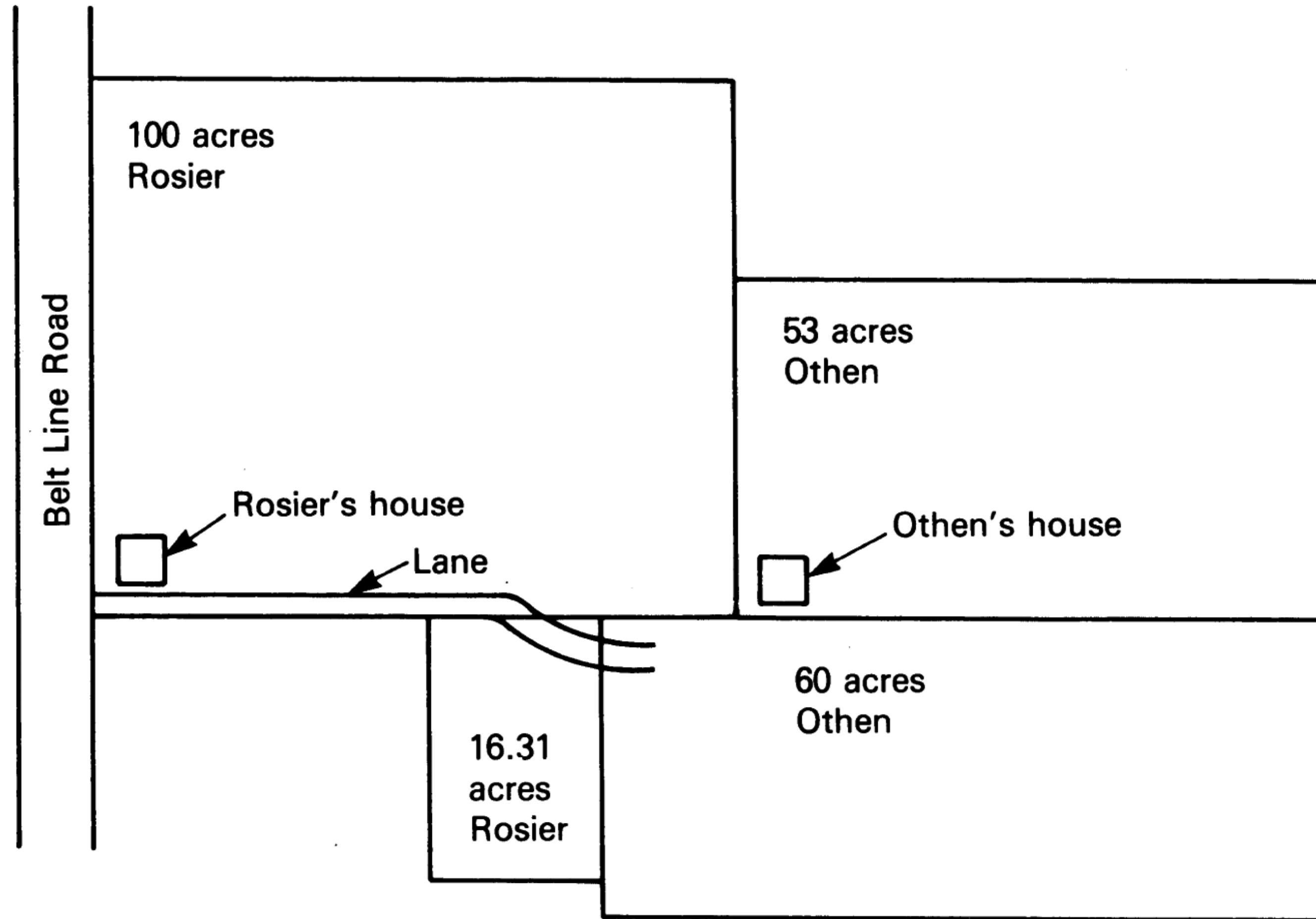
Agenda

- Welcome back!
 - Easement intro
 - *Willard v. First Church of Christ, Scientist*
 - *Van Sandt v. Royster*
- *Othen v. Rosier*
- Problem: Easements by necessity
- *Brown v. Voss*
- Covenants and servitudes intro
- *Sanborn v. McLean*

Three ways to classify easements

- Appurtenant / in gross
- Affirmative / negative
- How formed:
 - Express
 - Implied from prior existing use
 - Implied by necessity
 - Prescriptive
 - Implied by estoppel

Othen v. Rosier

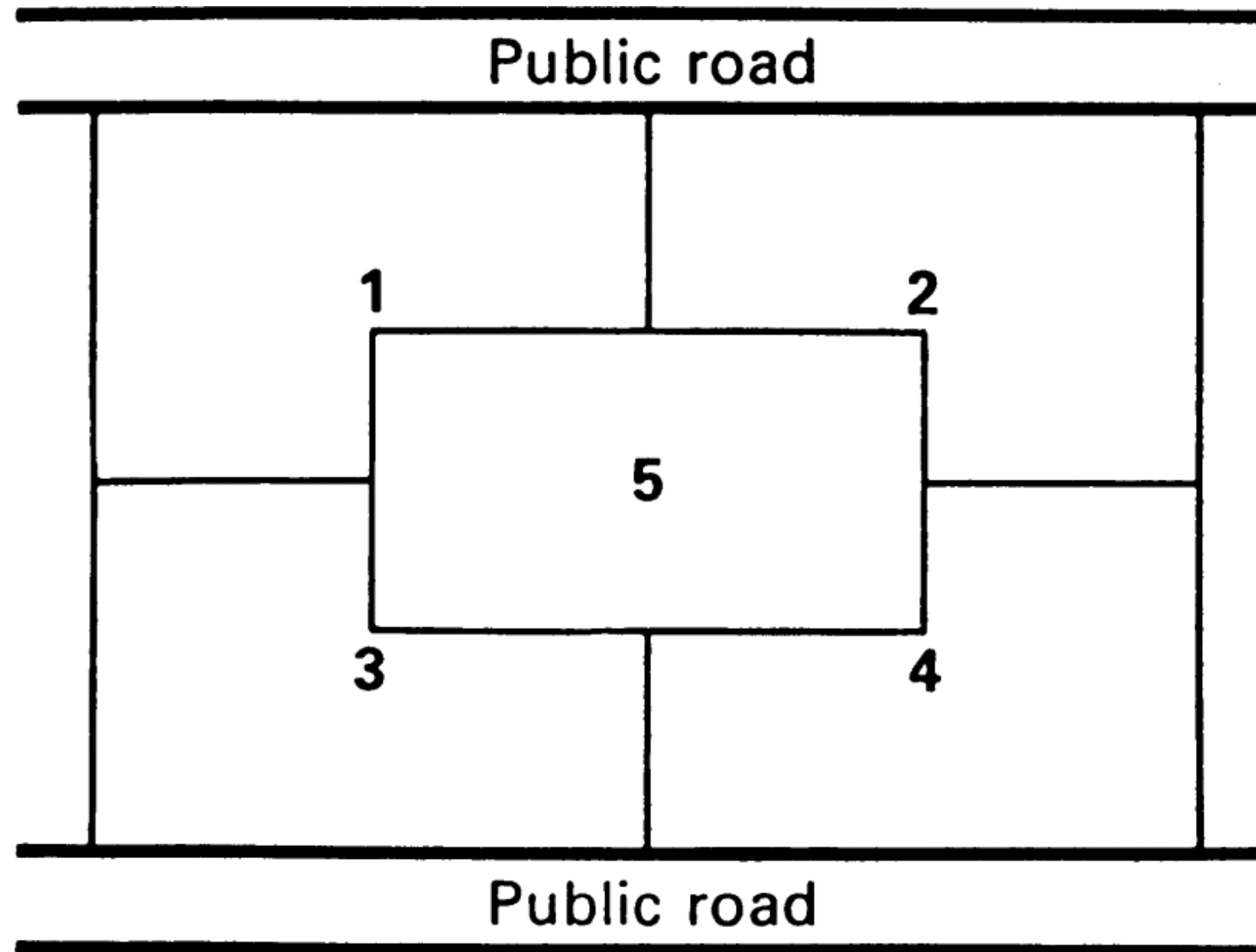


100 acres conveyed by Hill in 1896.

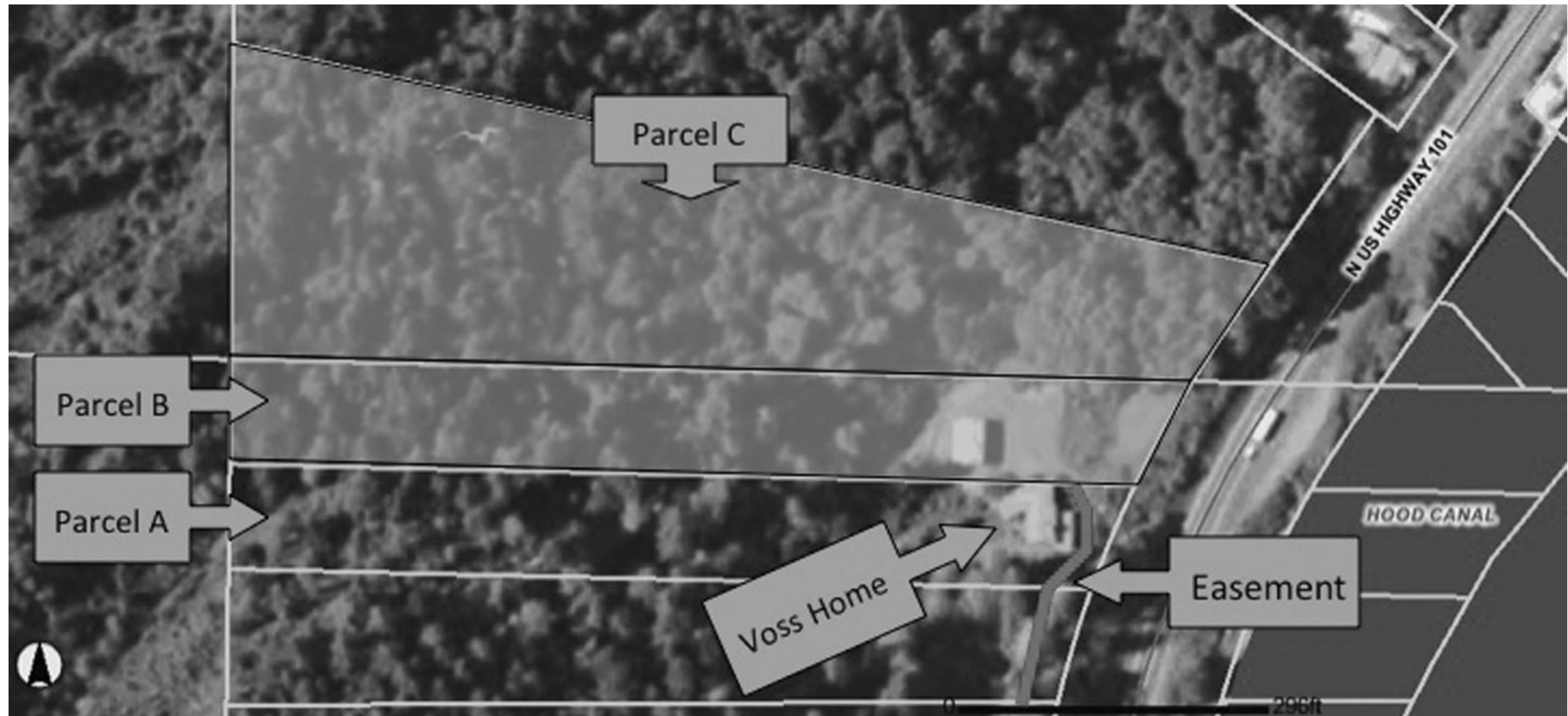
60 acres conveyed by Hill in 1897.

53 acres and 16.31 acres conveyed by Hill in 1899.

Problem: Easement by Necessity



Brown v. Voss



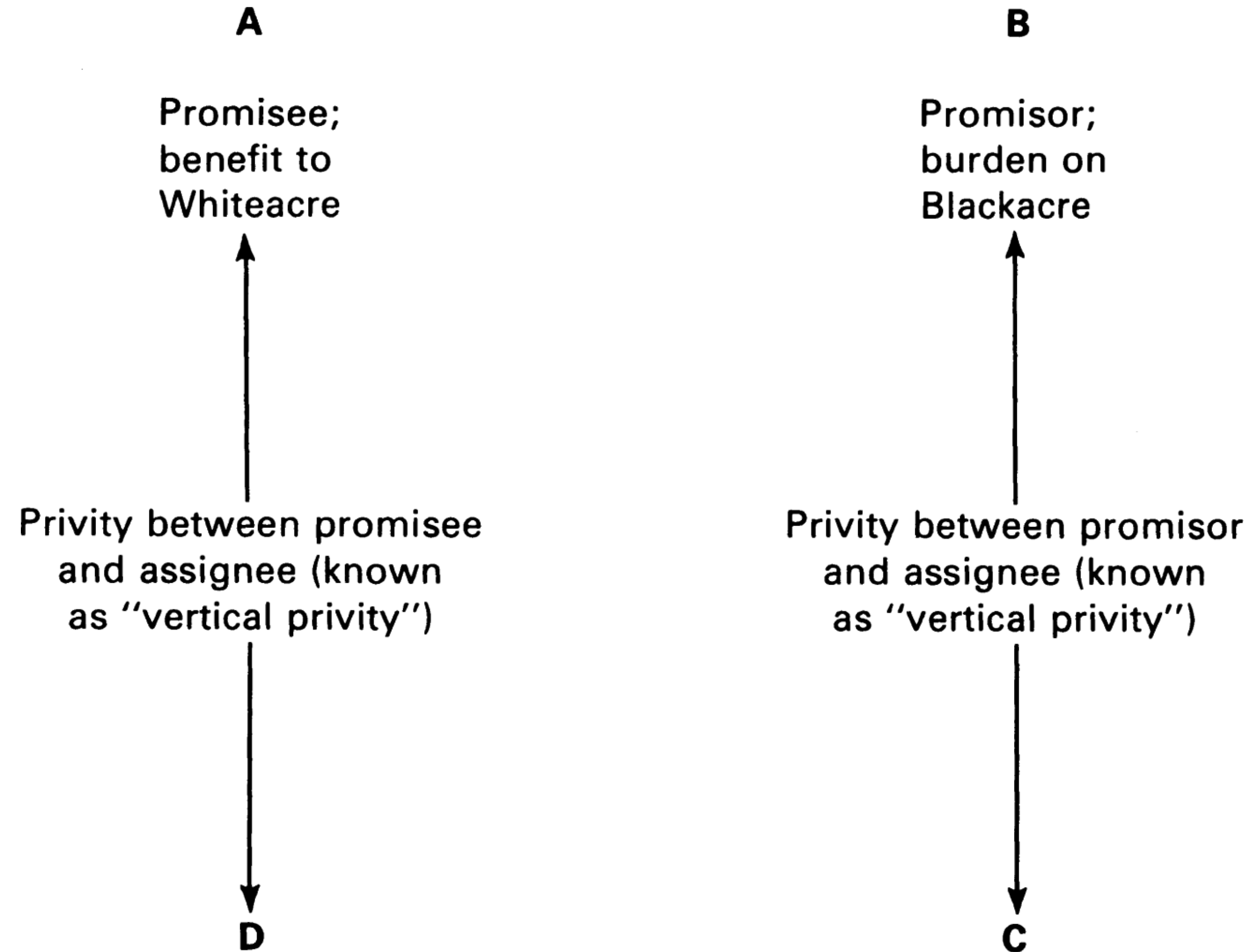
Real covenants

- Promise touching and concerning the land that:
 - (1) benefits and burdens the original parties to the promise and their successors,
 - (2) is in a writing signed by the promisor (with privity for the burden to run), and
 - (3) is enforceable in an action for damages.

Equitable servitudes

- Promise touching and concerning the land that:
 - (1) benefits and burdens the original parties to the promise and their successors,
 - (2) as long as successors are on actual or constructive notice (i.e., writing or common plan), and
 - (3) is enforceable in equity for injunctive relief.

Privity



Privity

