

FINAL EXAMINATION

PROPERTY I

PROFESSOR CHANG

FALL 2005

INSTRUCTIONS

1. This exam is **CLOSED BOOK**. No materials of any kind are allowed. You may not consult or collaborate with other students.
2. You have **3 hours** to complete two parts:
 - Part (1) 25 multiple choice questions, and
 - Part (2) 1 essay question.
3. You are free to allocate your time as you wish between the two parts. The two parts are equally weighted. This exam counts for 75 percent of your final grade.
4. Be sure to write your exam number on each page of this exam, all blue books and the Par SCORE test form. **Do NOT** write your name, Social Security number, or other ID numbers on this exam.
5. Please return all exam materials at the end of the exam. Failure to return the materials will result in a failing grade.
6. Conclusions without analysis will not receive credit.

GOOD LUCK!!!!

Part II

Essay

Ophelia owned Urbanacre, a large parcel in the city, in fee simple. For many years, Ophelia had operated a vegetarian restaurant on Urbanacre with great success. In addition

to the restaurant, Urbanacre included a parking lot which was frequently used by the general public as they shopped in the local retail stores in the neighborhood.

In 1985, Ophelia conveyed Urbanace “to my children, Rex and Tara, so long as Rex and Tara jointly operate the restaurant serving only vegetarian cuisine, and otherwise, to my friend Fogerty who has the right to claim ownership of Urbanacre.”

Rex and Tara operated the restaurant jointly for several years. Rex expanded the restaurant to include a karaoke section and a bar over Tara’s objections. Rex operated the karaoke club and bar. Tara operated the restaurant. In 1990, Tara died suddenly from a brain aneurism. Tara’s will left all of her property to her partner, Paolo. Rex continued to manage the karaoke bar and Paolo managed the restaurant. Later that year, Paolo added Italian meat dishes to the menu.

In 1992, Rex executed a written lease conveying the karaoke club section of the restaurant to Radio Station for a term of five years, commencing on January 1, 1993, at a rental rate of \$12,000, per year, payable in advance on the first of each month. The lease included a clause that Radio Station would not sublease or assign without the prior approval of Rex and Paolo. Due to the public’s increasing use of the parking lot, Radio Station posted a sign in the lot stating, Parking for Restaurant and Radio Station Clientele Only. Trespassers will be towed at trespasser’s expense. The parking lot was not strictly enforced and the public continued to use it.

In 1995, Radio Station conveyed the rest and remainder of the lease to Def Jam, an emerging rap disc jockey. Radio Station retained the right of entry in the event that Def Jam breached the agreement.

In 1996, Fogerty returned from his internship in Argentina and took possession of Urbanacre by changing the locks. Def Jam stopped paying rent to Radio Station. Radio Station stopped paying rent to Rex and Paolo.

Rex and Paolo sued to eject Fogerty. The City joined in the lawsuit claiming public ownership of the parking lot.

The period for prescription and adverse possession in this jurisdiction is ten years. The statute of limitations to recover the possession of real property based upon a reversionary right in this jurisdiction is ten years.

- A. Who owns Urbanacre?
- B. What is the status of the leaseholds?
- C. What rights, if any, does the City have in the parking lot?

END OF EXAM