SAN LUIS OBISPO COLLEGE OF LAW

Real Property

Midterm Examination

Fall 2025

Prof. C. Lewi

Instructions:

There are three (3) questions in this examination. You will be given three (3) hours to complete the examination.

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and facts upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other. Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles; instead, try to demonstrate your proficiency in using and applying them. If your answer contains only a statement of your conclusions, you will receive little credit. State fully the reasons that support your conclusions and discuss all points thoroughly. Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Question 1

Facts:

In 2000, Oliver conveyed Blackacre "to Alan for life, then to Bob and his heirs, but if Bob dies without issue, to Christine and her heirs."

At the time of the conveyance, Alan, Bob, and Christine are all alive.

In 2025, they are all still alive. Bob has one child, but Christine claims she already holds a vested interest.

Assignment:

1. **Identify all present and future interests; and**
2. **Analyze their validity and classification.**

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Fall 2025
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Question 2

Facts

Tenant leases a basement apartment from Landlord for one year at $2,000/month. The written lease is silent about repairs. Three months in, heavy rainfall causes flooding and black mold growth. Tenant notifies Landlord, who sends a handyman who merely paints over the mold.

Tenant begins experiencing respiratory illness.

Tenant stops paying rent and moves out after two months.

Landlord sues for unpaid rent; Tenant counterclaims for damages.

Question

Discuss all potential claims and defenses for Tenant (T) and Landlord (L).

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Question 3

Facts

In 1990, Grantor (G) conveyed *Hillacre* by deed reading:

> "To First Church of Harmony, so long as the premises are used for church purposes, otherwise to revert to Grantor and her heirs."

The Church built a chapel and held religious services there for nearly twenty years.

G died in 2005, leaving her only child, Dana, as her only heir.

In 2010, due to declining attendance, the Church stopped holding worship services at *Hillacre.* Instead, it converted the building into offices for social work, community outreach, and a food program for the needy, staffed by former church members and volunteers. No worship, sacraments, or religious instruction were conducted on-site after 2010.

In 2010, Dana was 10 years old.

Dana lived out of state with her father and did not know that the property's use had changed. The Church continued its outreach work at the site and Paul, a volunteer administrator, managed the premises continuously in the Church's name.

In 2018, the Church formally dissolved, and Paul remained in possession, continuing to operate a nonprofit community center under his own management.

In 2025, Dana, now 25 years old, learned of the situation and filed a quiet title action, demanding that Paul vacate *Hillacre*, claiming that the Church's non-worship use triggered a reversion to her.

The jurisdiction follows:

- The common law of defeasible fees (no statutory reform).
- A 10-year statute of limitations for adverse possession, subject to the following disability statute.
- A disability statute providing:

  "If the rightful owner is under a legal disability (minority or insanity) when the cause of action first accrues, the statute of limitations is tolled until the disability is removed, after which the owner has five years to bring an action."; and,

- Majority is defined as the date when a "A person reaches their 18th birthday."

Questions:

1. What type of estate did the 1990 deed create, and what future interest did G retain?

2. Did the Church's conversion of the property in 2010 terminate its estate under the "church purposes" limitation?

3. Assuming the estate terminated, when did the statute of limitations for adverse possession begin to run, if at all, and how does the disability statute affect it, if at all?

4. Who owns Hillacre in 2025?

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Real Property SLO & HYB-Sec

Fall 2025

Prof. Lewi

Model Answer-Question 1

This question focuses on **life estates, vested and contingent remainders, and executory interests.**

1. **Step 1 – Break down the conveyance**:
    - "To Alan for life" → **Life estate** in A.
    - "Then to Bob and his heirs" → B has **Remainder in fee simple**, but subject to a later clause.
    - "But if Bob dies without issue, to Christine and her heirs" → Condition subsequent creating a **shifting executory interest** to Christine.

2. **Step 2 – Classify Interests**:
    - **A**: Life estate.
    - **B: Vested remainder subject to divestment**, because he presently holds a vested remainder (ascertainable grantee, no condition precedent), but his estate could be divested if the stated condition occurs.
    - **C: Executory interest**, which would take effect if B dies without issue.
    - **O**: No retained interest.

3. **Step 3 – Rule Against Perpetuities**:
    - The executory interest in Christine violates RAP **only if** it might vest beyond 21 years after a life in being (A, B, or C). Because B's death will occur, if at all, during a life in being (B's), it is valid.

Conclusion:
Alan holds a life estate; Bob holds a vested remainder subject to divestment; Christine holds a valid executory interest. However, Christine's claim that her interest is vested is incorrect—it is contingent on a condition precedent – Bob's death without issue.

Model Answer Outline-Question 2

I. Issues

- Commercial or Residential lease? Not clear; Different rules apply
- Whether Landlord breached duties under common law and modern statutes.
- Whether Tenant is justified in withholding rent and vacating.
- Whether Tenant may recover damages.

II. Rules

1. **Constructive Eviction** :
   Tenant must show substantial interference caused by Landlord's act/omission, notice, and timely vacating.
2. **Implied Covenant of Quiet Enjoyment**: applies to both commercial and residential
3. **Implied Warranty of Habitability** : applies only to residential leases
   Landlords must provide premises fit for habitation; breach allows rent withholding, repair-and-deduct, or termination.
4. **Landlord's Duty to Repair**: Statutorily imposed in most residential leases. If commercial lease, depends on what the lease says and often repair costs are the obligation of the tenant.
5. **Mitigation of Damages**: Landlord must attempt to relet to minimize losses.
6. **Damages**: Difference between fair rental value as warranted and as delivered; personal injury claims re mold exposure subject to proof; attorney's fees if provided for in lease

III. Application

- Flooding and mold render space not suitable for its purposes (commercial) or uninhabitable → breach of habitability (residential).
  - No evidence that caused by T.
- Landlord failed to make effective repairs despite notice → breach.
- Tenant vacated promptly → constructive eviction established.
  - T may not be able to withhold rent prior to move-out but see rent abatement
- Tenant may recover moving costs, health-related damages, and rent abatement and attorneys fees if provided for under lease.
- Landlord cannot recover full rent and must mitigate by reletting.

IV. Conclusion

Tenant is justified in withholding rent and vacating. Landlord breached both constructive eviction and implied warranty doctrines; Tenant may recover damages, while Landlord's rent claim fails.

Model Answer Outline-Question 3

I. Type of Estate and Future Interest

- The deed language — "so long as the premises are used for church purposes, otherwise to revert" — creates a **Fee Simple Determinable (FSD)**.
- The phrase "so long as" indicates an **automatic limitation**, not a condition subsequent.
- G retained a **Possibility of Reverter**, a future interest that automatically becomes possessory when the limitation is violated.

Result:

- **First Church:** Fee Simple Determinable.
- **G:** Possibility of Reverter.

II. Did the Church Breach the Limitation? (Interpretation of "Church Purposes")

This is the **threshold question**: whether the Church's use of *Hillacre* after 2010 was still a "church purpose."

A. Possible Interpretations

1. **Narrow (religious worship)** – "Church purposes" means worship, sacraments, or religious teaching.
    - Under this view, cessation of services in 2010 **terminated the estate automatically**; the property's use for secular community work violated the limitation.
2. **Broad (charitable/religious mission)** – "Church purposes" includes charitable outreach consistent with Christian values (social work, feeding the poor).
    - Under this view, the Church's post-2010 use remained within the purpose; the FSD continued until 2018 when the Church dissolved.

Courts generally **favor upholding estates** and **avoid forfeitures**, interpreting ambiguous use conditions **broadly** (see *First Universalist Church v. Boland*).
However, once the Church itself ceased to exist (2018), **no "church purpose" remained** — the property was being used by a private nonprofit, not by the Church.

☑ **Result:**

- At the latest, the **determinable estate ended in 2018** upon the Church's dissolution and cessation of religious affiliation.
- Title **automatically reverted** to Dana (G's heir) not later than 2018.

III. Adverse Possession and Tolling

A. When Adverse Possession Began

- Before 2018, the Church's possession was under color of the FSD and with permission — **not adverse**.
- After the 2018 dissolution, Paul's continued occupancy was **without right**, satisfying the **hostile** requirement and beginning the limitations period.
- The **cause of action accrued in 2018**, when the property reverted automatically to Dana.

B. Dana's Disability – Two Separate Analyses

- Dana was **10 years old in 2010**, but **25 in 2025** when she discovered the situation and filed her quiet title action.
- When the cause of action accrued in 2018, Dana was **no longer a minor** — thus **no disability existed at that time**.
- Therefore, the **disability tolling statute does not apply**, because the disability must exist *when the cause of action first accrues*.
- The limitations period began running normally in **2018**.
- OR
- If we assume the cause of action accrued in 2010 when the Church stopped using the property for religious services, Dana was under a disability at the time (10 years old); the statute of limitations was tolled until she reached 18 in 2018, and then she had 5 years to file her quiet title suit.
    - D did not file suit until 2025

C. Running of the Statutory Period

- Statutory period = 10 years.
- Paul's adverse possession began in 2018 or 2010.
- If statute began to run in 2018 and for 10 years then
    - Dana sued in **2025**, only **7 years later**.
    - The 10-year period **has not yet expired**.
- BUT
- If statue began to run in 2010, see above
    - 5 years from 2018 = 2023
    - D's quiet title action not filed until 2025
    - P wins his AP claim

☑ Result:

- Depends as per the above
- Better conclusion is that outreach work is "church purposes" and thus condition not breached until 2018 and thus statute has not run and no AP

IV. Final Determination

1. The 1990 deed created a **Fee Simple Determinable** with a **Possibility of Reverter** in G.
2. The property's use for secular charity arguably satisfied "church purposes" until the Church's **dissolution in 2018**, when the condition clearly failed.
3. Title automatically reverted to **Dana** in 2018.
4. Paul's possession thereafter was **adverse**, but only from 2018 onward.
5. The **10-year statute of limitations** has not run, and **no disability tolling applies** because Dana was already an adult when the reversion occurred.

☑ **Conclusion:**
Dana holds **fee simple absolute title** to *Hillacre* in 2025.
Paul's possession is **insufficient in duration** to constitute adverse possession, and his argument that "church purposes" include secular charity fails after the Church's dissolution.

V. Policy Discussion

- Courts construe **defeasible fees narrowly** to prevent unnecessary forfeitures.
- Yet, once the religious entity ceases to exist, continued use for secular purposes cannot qualify as a "church purpose."
- Adverse possession balances stability and fairness: Paul's good-faith possession is protected only if maintained for the full statutory period.
- The disability statute rightly protects minors but does not indefinitely freeze ownership once the disability has ended.

VI. Final Answer (Exam-Ready Summary)

The 1990 deed created a **Fee Simple Determinable** in the Church, limited to use for "church purposes." The Church's conversion of the property in 2010 to social service offices did not immediately violate the condition, as such activities could still further church purposes. However, upon the Church's dissolution in 2018, the property ceased to be used for any church purpose, and the estate automatically reverted to G's heir, Dana. Dana's right of entry accrued in 2018, when she was no longer a minor, so the disability statute does not toll the limitations period. Paul's adverse possession began in 2018 and had run for only seven years by 2025—three years short of the ten-year statutory period. Therefore, **Dana owns Hillacre in fee simple absolute**, and Paul's claim fails.

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1)

1. Identify present and future interests

Alan
Life Estate

A life estate is an interest held by a party that ends at the time of their death.

Alan holds a life estate. A life estate is not devisable or inheritable but it is transferable. Alan holds a present interest in Blackacre that will end automatically when he dies.

good

Alan holds a valid possessory interest in Blackacre because O has granted Alan a life estate. Alan will be able to live on Blackacre, rent out Blackacre, or sell Blackacre. However upon Alan's death the property will automatically shift to Bob regardless of who may be renting from or living on the property.

Alan has a duty to not create waste and will be subject to liability from Bob as the remaindermen should he modify the property, damage the property, or fail to upkeep the property.

Bob
Vested Remainder Subject to Divestment good

A vested remainder is an interest held by an ascertained person subject to a condition subsequent. The condition if broken will cut short the possessory interest and either revert back to the grantor or more commonly shift or spring to a third party holding an executory interest.

Bob holds a vested remainder subject to divestment because he is an ascertained person and there is not a condition precedent therefore he will automatically gain possessory interest of Blackacre when Alan dies. Further his future interest is subject to divestment because there is a condition subsequent stipulating that if he dies without heirs the possessory interest in Blackacre will transfer to Christine.

Bob will argue he nows owns Blackacre in **Fee Simple Absolute** because he successfully had an heir and will not die without issue. Fee Simple Absolute is the largest recognized interest in property and can last for eternity. Here the language of "to A for Life and then to Bob and his heirs" would be considered a Fee Simple Absolute. Bob will argue now that he has successfully satisfied the condition of having an heir Christine no longer has an interest and the conveyance should be interpreted as a Fee Simple Absolute. Bob would do this to ensure his one child and heirs inherit Blackacre in Fee Simple Absolute.

Bob could also argue, given courts do not favor FSA, Christines interest remains executory and not yet vested because he remains alive. Bob can argue Christines interest will only vest when he dies and she either will or will not take possession.

Bob could also argue Christines executory interest creates an issue with the Rule Against Perpetuities. The Rule Against Perpetuities applies to contingent remainders, executory interests, and class gifts. RAP prevents future interests from taking too long or not being able to vest meaning they must vest within the interest lifetime plus 21 years. However, because Bob will die with or without heirs there is not an issue with RAP because Christines interest will either vest or not in her lifetime.

Christine
Shifting Executory Interest

The courts will classify Alan as holding a present possessory interest in a life estate, Bob holding a vested interest subject to divestment, and Christine as holding a shifting executory interest.

END OF EXAM

EXCELLENT !!!

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2)

Tenancy for Years

A tenancy for years is a lease for a set term of years with a definitive end date. The lease must be in writing to satisfy the statute of frauds. Upon the end of the lease no notice is required from either the landlord or the tenant.

Here we have a tenancy for years because it is a leased apartment for one year. The lease satisfies the statute of frauds because it is in writing.

<u>Tenant</u>

Implied Warranty of Habitability

The implied warranty of habitability applies only to residential leases and articulates that a landlord has a duty to provide premises that are suitable for basic human needs. Any violation of housing codes is a breach of this duty. The tenant has certain legal options should the landlord breach. (1) terminate the lease and vacate, (2) withhold rent and give reasonable notice and opportunity for repair, (3) make the repairs themselves and offset the costs from the rent, or use as a defense to eviction.

In landlord tenant law the courts have historically found black mold to be a breach of the implied warranty of habitability.

The tenant will argue the landlord has breached the implied warranty of habitability because black mold is a housing code violation. They will argue the mold created premises unfit for basic human needs because it affected their ability to breathe. They will assert they have exercised their right to terminate the lease because they provided adequate

notice of the issue, gave reasonably opportunity for repair and when the issue persisted after the repair they vacated the premises.

The landlord will argue they did not breach the implied warranty of habitability because they responded in a timely manner to repair the issue. The landlord may assert they were ignorant of the Handyman's shoddy repair and therefore did not breach.

Conclusion

Because the courts have historically recognized black mold as a housing code violation and as creating premises unfit for humans the landlord has breached their implied warranty of habitability

Implied Covenant of Quiet Enjoyment

The implied covenant of quiet enjoyment applies to all leases (residential and commercial) and requires a landlord to not substantially interfere with the tenants use and enjoyment of the premises.

Constructive Eviction is the remedy for implied covenant of quiet enjoyment a tenant must prove (1) the landlord breached their duty, (2) the breach caused a substantial loss (3) they provided adequate notice and reasonable opportunity **for repair (4) they have vacated the premises**

Here the tenant will argue (1) the landlord has breached their duty because the property is now unlivable because it contains black mold. (2) They will assert this caused a substantial loss because they can no longer be inside the apartment without experiencing respiratory issues. (3) They will argue they provided timely notice of the issue because they notified the landlord and gave them reasonable opportunity to repair because they continued

living there until the handyman came to repair. (4) Finally they will provide evidence that they have vacated the premises.

The landlord will argue the black mold was not a substantial interference because black mold could not have developed to the level of substantial loss in this time period. They will argue the rainfall occurred three months into the lease and the tenant determined the mold created a substantial interference within 2 months post rain. They will argue the impossibility of the mold creating a substantial loss because it would be impossible for it affect someones respiratory issues in that time line.

Good

The landlord will also assert they were not provided adequate opportunity to repair as they only had one handyman assess the damage. They will argue they were ignorant of the handyman's failed repair and would have made an effort to remedy had they been given the opportunity.

Good

The landlord will assert the tenant failed to alert them for two months post failed repair and thus did not provide adequate opportunity. → Yessss

Conclusion

Because the courts have historically found black mold to be a housing code violation, the tenant is experiencing respiratory issues and gave correct notice and opportunity, and have vacated the premises they are likely to find the landlord is in breach.

Duty to Pay Rent

Tenant has a duty to pay rent and make basic repairs. Should the tenant fail to pay rent the landlord may evict the tenant or bring an action for damages. The tenant is relieved of this duty if (1) the premises are destroyed, (2) the landlord breaches their duties, or (3) they are partially evicted.

The landlord will argue the tenant signed a contract for a term of one year at $2,000 a month a and thus he is owed damages of $18,000 for the two months the tenant failed to pay rent and the rest of the term of the lease. The landlord will argue the premises are not destroyed because the apartment remains intact, they did not breach their duties because the mold is minor given the time period and they made a reasonable effort to make repairs, and they did not evict the tenant.

Conclusion

The landlord would be owed $18,000 if the courts determine he was not in breach of either implied warranty of habitability or implied covenant of quiet enjoyment.

Damages

Landlord

The landlord would be owed the remaining rent of $18,000 if the courts determine he is not in breach

Tenant

If the courts determine, which they likely will, that the landlord is in breach the tenant will not owe damages to landlord. However, the court may decide on a middle ground because the tenant lived on the premises for two months after the repair. It's likely they may offset the damages and determine the tenant owes the two months of rent because they had not yet vacated. Thus they will award the landlord $4,000 in unpaid rent and release the tenant from the remaining term of the lease.

Conclusion

The courts will find the landlord was in breach of implied warranty of habitability and implied covenant of quiet enjoyment and award them damages for the period of time the tenant remained in the apartment.

END OF EXAM

EXCELLENT work!!!

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3)

Introduction

Grantor conveys a Hillacre in a deed to First Church of Harmony creating a fee simple determinable with the condition that Hillacre only be used for "church purposes". Grantor Dies in 2005 and leaves Dana as her only heir, Dana is 5 years old when Grantor dies. in 2010 the church converts their building from worship services to community outreach programs due to declining attendance and continues to operate these outreach programs under the "First Church of Harmony" name. in 2018 the church formally dissolved and Paul retained control of the property operating it as if the true owner would. In 2025, a 25 year old Dana, learns of this and files a claim to quiet title and claims the church's non worship triggered a reversion clause.

Question 1)

Freehold Estates

Defeasible Fees

Defeasible fees are interests granted in a property that are subject to conditions occurring, the occurrence of which triggers either automatic, or affirmative duties to act that will transfer the properties ownership interest. There are 3 forms, Fee simple determinable, Fee simple subject to conditions subsequent, and fee simple subject to executory limitation. Modernly in California only Fee simple Subject to conditions subsequent is

recognized, however this fact pattern follows the common law for defeasible fees with no statutory reform.

Fee simple Determinable

A fee simple determinable is a freehold estate in which the occurrence of a specified event creates a power of reverter in the grantor. Language used in FSD's includes "so long as",and "provided that".

Here, the 1990 deed created a fee simple determinable. This is because the deed states "to the church **so long as** it is used for church purposes only". The phrase " so long as" is indicative of an FSD and, for better or worse, there is no room to argue. This is important because a fee simple determinable creates a ~~power~~ possibility of reverter in the grantor upon the breach of the specified condition. G (or G's estate) retains the future interest of fee simple absolute based on the ~~power~~ possibility of reverter which would terminate Hillacre's interest in the property

Good

Conclusion for Question 1

The 1990 deed created a freehold estate in the form of a fee simple determinable. G retains a future interest in fee simple absolute based on a power of reverter created by the fee simple determinable.

Question 2)

Fee simple Deteminable

Defined Supra

As argued above, The church owns a freehold estate on the property in the form of a fee simple deterimable. The occurrence of the church not using the property for church purposes triggers a power of reverter

Power of reverter

A power of reverter is an automatic reversion of title back to the grantor upon the occurrence of a specified condition. The grantor does not need to affirmatively "do" anything, and title transfers automatically.

Here, the condition that would trigger the power of reverter is the premises is "used for church purposes". This is somewhat vague as church purposes could be anything related to what a church does. It could be argued that anything the church does is church purposes. The facts state in 2010 the churched stopped holding worship services at Hillacre and converted it to an office for social work, community outreach and a food program for the needy which is staffed by former church members and volunteers. Additionally no religious instructions were conducted on site after 2010. Hillacre would argue that the church choosing to use the property for an office building for social work, community, outreach, and food for the needy, which is staffed by former church members does not trigger the power of reverter pursuant to the fee simple determinable. This is a valid argument, and may serve to keep the event from triggering, as these programs are typically conducted by churches. Because "church purpose" is vague, it is

not necessarily subject to such harsh scrutiny that anything that is not a sermon is not considered a church purpose. G's estate may argue that the property was intended to be used for purposes directly related to sermons and church attendance. The strongest argument for the church not breaching the condition is the fact that the church did not dissolve until 2018, and was being used for purposes common to a church by members of the same organization. The facts further state that the church continued these programs in the churches name, further giving credibility to the argument that the church did not breach the condition.

Conclusion for Question 2

good

The church's use of the property for outreach programs under the churches name likely did not terminate its estate under the given limitation due to the broadness of the limitation.

Question 3)

Adverse Posession

A claim for adverse possession may be made if a person knowingly is physically present on a property and uses it in an open, notorious, hostile, continuous, and exclusive manor for the required statutory period

Because the interrogatory in this fact pattern addresses the Statute of Limitations, that is what will be discussed.

Statutory Period

For a claim for adverse possession to be successful, it must meet all of the required elements for the statutory period.

Here, the statutory period is 10 years. There is a caveat in disability however, as being a minor tolls this statutory time frame until the disability is removed. After the removal of the disability the adverse possessor has 5 years for the true owner to bring a claim for quiet title against them.

The facts indicate that Dana, who is G's heir, is 10 in 2010. There is a strong argument to be made that the church breached the condition in 2010, and as such adverse possession began. There is also a strong argument that they did not breach the condition and as a result, the church remained in possession until their dissolution in 2018. This argument will examine both sides. → nice please

If the Breach Occurred in 2010

If the church breached their condition in 2010, then based on the automatic reverter of a fee simple determinable title would automatically transfer back to G. Because G died in 2005, Dana would be the heir to G's estate. The facts state that Dana is G's only child and her only heir. If the breach occurred in 2010 and Dana was 10 years old she would be subject to a legal disability as she is a minor (10 years old.) Because of this, the statutory clock is tolled, and the adverse possessor may make no progress. If Dana turned 18 in

2018 and her legal disability is resolved, then she would have 5 years to make a claim of adverse possession. This means that in 2023 if Paul (adverse possessor) satisfies all the required elements of AP, then that is when the statute of limitations runs, and Dana must make a claim, or forfeit her claim to title.

If the Breach Occurred in 2018

Conversely, if the church did not breach their condition in 2010 and instead breached their condition in 2018 based on dissolution, then that is when the clock for adverse possession would start. Dana would be 18 at the time and under no legal disability. As a result Dana would have until 2028 (10 years) to make a claim against Paul to quiet title. This would be the main point of contention and would be fiercely debated by both sides as Dana made her claim in 2025. If the breach occurred in 2010, Dana would be barred from recovery as adverse possession was successful. If the breach occurred in 2018, then Dana's claim is valid as she would have until 2028 before the statute of limitations runs.

Conclusion for question 3

The statute of Limitations began to run in 2018. The amount of time left to make a claim is subject to when the breach occurred, whether it was 2010 or 2018, and this will determine true ownership of the deed.

Question 4)

Who owns Hillacre?

Adverse Possesion

Defined Supra

Here, Paul is physically present at Hillacre in 2018. 2018 is the time that the statute of limitations begins despite Dana's disability. Paul has remained in possession of the church since 2018 operating it under his own management. He is openly using the property, in a manner that the true owner would use it. Further, he is operating it in a hostile fashion as he does not have permission from G's estate or Dana to use it, and has been continuously using it since 2018. The facts do not presume he has taken any leaves of absences from managing the property and as such it seems that Paul has satisfied all the elements of adverse possession except the statutory period. Paul is using Hillacre openly, notoriosuly, in a hostile fashion, and continuously. The only problem is the Statute of Limitations. It is likely that the original terms of the deed were so vague that "church purposes" could be anything that a church would normally do and are not limited to just holding service for worship. Because the church continued to operate under its original name until 2018 conducting outreach programs in the churches name this likely does not violate the terms of the original deed. If this is the case then Dana has until 2028 to file a claim to quiet title. Because Dana filed her claim in 2025 she has filed a claim in a timely fashion to prevent adverse possession from being completed by Paul. As a result of the original deed, Dana's interest vests automatically as it is based on a fee simple determinable. If the court decides otherwise, then Paul was successful in his claim of Adverse Possession in 2023 and Paul owns Hillacre. Despite this, it is more likely that Dana owns Hillacre due to the church not breaching the inherently vague conditions.

Conclusion for Question 4)

Dana likely owns Hillacre in fee simple absolute following a successful claim for quiet title based on the statute of limitations beginning in 2018.

Final Conclusion

1) the deed created a fee simple determinable and G retained the future reversion interest. 2) The churches conversion of the property likely did not terminate its estate under the limitation. 3) The statute of limitations began in 2018 and Dana's disability affects her timeline to claim title being either 2023, or 2028. 4) Dana likely owns Hillacre in fee simple absolute.

END OF EXAM

Excellent work