

# EASEMENT

2022-2023



## EASEMENT

A non-possessory property interest that confers a right to use another's land

- Servient estate = burdened land
- Dominant estate = benefited land (not always applicable)

### Types of easements:

- **Easement appurtenant**—entitles a dominant estate owner to use a servient estate's land
  - » Attaches to the dominant estate and passes automatically (even if not mentioned in a conveyance)
- **Easement in gross**—entitles an individual or entity (not a dominant landowner) to use the servient estate
  - » Attaches only to servient estate; there is no dominant estate
  - » E.g., right to place a billboard on another's lot, right to run utility line across land, right to fish in another's pond
  - » Similar to a license, but irrevocable; may be transferred
- **Affirmative easement**—entitles its holder to make affirmative use of the servient estate
- **Negative easement**—entitles its holder to restrict the servient estate from otherwise permissible activities (*see Card 36*)

**Creation**—easements may be created by prescription, implication, necessity, or expressly by grant or reservation

- *See Cards 32–35*

# ACCEPTANCE

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**CriticalPass**  
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## ACCEPTANCE

Acceptance arises upon offeree's clear expression of assent to the terms of the offer

- Offeror controls method—offeror is the master of the offer and can dictate the manner by which an offer is accepted

**Mirror Image Rule (common law)**—acceptance must mirror the offer's terms; it cannot add, omit, or change terms of the offer

**UCC Acceptance**—two issues often arise:

- **Acceptance with additional terms**—are both parties merchants?
  - » Yes—K is formed with additional terms unless either:
    - a) Additional terms materially change the offer,
    - b) Offer expressly limits acceptance to the offer's terms, or
    - c) Offeror objects within a reasonable time
  - » No—K is formed, but without additional terms
- **Acceptance by shipment**—a merchant may accept an offer to buy goods by either:
  - a) Providing a promise to ship goods (usually by written confirmation), or
  - b) Promptly shipping conforming goods
    - » Shipment of nonconforming goods—acts as an acceptance, but may give rise to breach (see *Cards 21–23 on Perfect Tender*)

See Card 10—Acceptance by Performance