Question 1

The first ordinance limits the composition of households in seaside. These types of zoning restrictions are met with minimal scrutiny by the courts because municipalities are allowed to make such laws under the police power governing the general welfare of the community. If Pauly's intent in passing this ordinance was intended to immediately remove the girls from their homes, per his stated purpose, the enactment of this zoning regulation could be considered an attempted taking. However, as per Pennsylvania North West, the girls non-conforming use of their property was in existence prior to the enactment of the zoning law. Because of this, the girls will be allowed to continue their non-conforming use. They may be subject to a reasonable amortization period.

The girls will have a claim for a regulatory taking under the second ordinance requiring solar panels. The requirement of solar panels on the roof constitutes a permanent physical invasion of the girls property. The girls will be entitled to just compensation for the property invaded by the city.

Pauly E will not be able to condition the grant of the permit on giving the easement by the girls. This easement would be considered an exaction on the property. An exaction must have a logically related nexus to it's stated purpose. As per Nolan, the public need of knowing that a beach is open to the public is not logically related to requiring an easement to go through the girls property.

Seaside did aquire an easement over the property that was lost in the hurricane as the beach past the vegetation line is considered held in the public trust.

The city's condemnation of the girls land will most likely be successful. The condemnation will be considered a taking as they have taken title to the property. Because the stated purpose of the taking was to increase tax revenue and bring jobs, the taking was for a public use (Kelo).

Due to the moratorium on building, the girls will not be able to build a house on the property for at least 5 years. This however will not be considered a taking because under Tahoe-sierra, a moratorium on building for an environmental assesment does not constitute a taking because it is only temporary. Additionally, the girls have not been deprived of all use of their property as they can use it for partying and such during the moratorium.

Fitchuation may have an action against the girls for a violation of a prescriptive easement if he can show that he actually used it, he was the exclusive user, they knew of his use, he used it for long enough, and he was not interrupted in this use.

The girls will be liable to Fitchuation under the public trust doctrine. There is a customary right of access to the beach which is held in public trust. The girls cannot charge a fee to enter the beach, however they could charge a fee for the maintenance of their property (Raleigh).

Question 2

First, we must decide who owned Oneacre. If at the end of A and K's negotiation, K did not intend to pass title and retained the deed, the delivery of the deed to abby would not be effective and Kermit would have retained ownership. Abby's claim that she gained titled by Adverse Possession won't fail if she believes that the words or actions of Kermit showed that he intended to pass title. If so, she was acting under color of title and therefore met the requirements for AP. Kermit will not be able to gain title over the four plots of land because they were all BFP's for value with no constructive notice. While there was no recording of their titles, they also did not have notice that Kermit had a claim for oneacre. They could not have known this as they all purchased the land after they were subdivided. Kermit also had notice of these purchases and did not record his title until after Abby had subdivided the property and recorded the deeds for each plot. Kermit will not be able to enforce the agricultural covenant because the owners were not in horizontal privity with Kermit nor vertical privity as it is destroyed by adverse possession. If the court finds that Abby gained title to Oneacre, Kermit will have no claim on which to oust grover from greenacre.
Fozzy will likely lose his suit against Mayor because noxious gases are traditionally common law nuisances. While it may prevent fozzy from making cookies, it does not deprive him of all uses of his land.

Cookie monster will be able to enforce the covenant against Fozzy to allow him on the property because horizontal privity existed between Bigbird and Abby wen she passed the deed with the covenant and there is vertical privity from bigbird to fozzy. Cookie monster will be able to enjoin Henson from entering his property as there is no horizontal privity between the two and the covenant did not mention anyone but abby walking across whiteacre so there was no intent to bind successors.

While grover and fozzy both meet the privity requirements associated with the covenants, Fozzy will still be able to dump waste on the property because even though he maintains a substantial benefit from it. Grover may argue that he had no notice of the burden on his land due to the fact that dexter did not record and therefore he did not know about the burden on his land, Fozzy will still most likely prevail because the character of the area evidenced that the property may have some sort of covenant and he was on inquiry notice.

Elmo will most likely lose his bid to sue grover for denying him access to the property. Since elmo was convicted of molestation, he can no longer go near children. Because greenacre is a nursery where children are commonly found, the covenant has absolutely no benefit to him.

Therefore grover was correct in terminating elmo's use.