

Mondays**7:00 p.m. to 9:45 p.m.****JSOM 2.902****Instructor:** Blake M. Hedgecock**Office:** 420 Commerce Street, Suite 500
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bhedgecock@shannongracey.com**Office Hours:** 30 minutes before class or by appointment**Phone:** (817) 877-8128 (office)
(817) 320-3032 (mobile)**Text:** Klayman, REAL ESTATE LAW, 8th edition (2013).

Course Description and Objectives: REAL/FIN 6326 provides students with a comprehensive overview of the law and legal system, with an emphasis on the law related to real estate and personal property; land, water, and air rights; estates, condominiums and cooperatives; landlord/tenant law; contract law; real estate agencies and brokerages; escrows, liens, deeds, transfers, titles, mortgages and closings; fair housing laws; environmental law and green development. The objectives of REAL/FIN 6326 are to provide students with a foundational understanding of the legal system and how it operates; learn and apply the legal terms in a typical real estate transaction; become familiar with the legal aspects of real estate transactions and TREC contract forms; improve critical thinking and communication skills by providing students with an opportunity to practice applying acquired knowledge to real-world legal conflicts; and familiarize students with basic legal sources relevant to real property.

Examinations: There will be **three (3) mid-term exams**, and **one (1) comprehensive final examination**. The three (3) mid-term exams will begin promptly at 7:00 p.m.; any student who is late for an exam will not be given extra time to complete the exam. Each mid-term exam will cover material from the beginning of the semester through the previous lecture. The exams will cover materials covered in class, in the book and on handout sheets. **There will be no make-up examinations given.** Once an exam has started, no student is permitted to leave the examination room without permission of the Professor or exam proctor. No cell phones, smart phones, hats, ipods, headsets, cheat sheets, or programmable devices of any kind are allowed during exams.

Appeals: Exams are graded without the Professor's knowledge of whose exam is being graded. In the event of obvious math errors on the Professor's part, let me know during class. All other appeals must be made **in writing within two (2) calendar days of exams being returned to the class**. The appeal **must** state an argument for why your answer was correct, and **must** be supported with specific citations from the text or other material(s). **The Professor reserves the right to re-grade the entire exam, should an**

appeal be lodged. You may receive a **lower** grade after the appeal process, so be sure that your case is valid.

Classroom Policy: The University of Texas at Dallas Jindal School of Management is a professional school whose mission, in part, is to prepare students for the business community. Therefore, students will present themselves with commonly accepted business manners. **No cell phones, smart phones, ipods, headsets, or the like are allowed in class.**

Homework/Groupwork: Homework/Groupwork is due on the date stated in class. **No late assignments will be accepted.** Failure to turn in homework assignments will be grounds for a reduction in your course grade. Some may be assigned as individual projects, while others may be assigned as group projects. All homework/groupwork should be handed in on **8½ x 11 paper** and include the **following information in the upper left portion of the paper:** Name, Course Number and Section.

Class Participation: Each student is expected to participate in class discussion. Class participation will determine the student's grade in borderline cases. Individuals will be called on throughout the semester to discuss the reading assignments and, in particular, the case examples presented in the text to present to the class. **Be prepared when you come to class.** Any student who is absent will be responsible to obtain lecture notes and handouts from sources other than the Professor. Attendance will be taken from time to time and generally correlates to a student's level of interest and performance. Students must attend, do the work, take the exams, and receive the grade in the course section for which they are registered. No accommodation will be made for those attending the wrong section, particularly one taught by a different professor.

Course Grade: Your final grade will be determined by your three (3) mid-term exams (count 15% each), the final exam (40%), and homework and class discussion/participation/homework (15%). It will take at least 90% to get an A, 80% for a B, 70% for a C, and 60% for a D. Failure to turn in homework/groupwork may result in lowering your course grade. The quality and thought put into class discussions and presentations will determine borderline cases. The Professor reserves the right to give bonus points for participation, attendance, etc.

General Information: Learning is a two-way street. Both the Professor and the student are responsible for the knowledge acquired by the student in a particular course. However, no matter how hard a Professor works to teach and explain, stimulate interest, or work with his students, learning is a personal thing. You must put in the time and effort necessary to learn the material.

Cheating Policy: Any student caught cheating or attempting to cheat on any exam will incur two (2) penalties: (1) the student will receive a grade of **F** in this class; and (2) the Professor will attempt to have the student removed from UT Dallas, with the reason for the removal so noted on the student's transcript.

ADA Statement: The University of Texas at Dallas Naveen Jindal School of Management complies with the Americans with Disabilities Act in making reasonable accommodations for qualified students with a disability. If you have an established disability as defined by the ADA and would like to request accommodation, please see the Professor as soon as possible.

Tentative Chapter Order/Topic Outline/Exam Coverage

DATE	TOPIC	READING*
August 22	Introduction to Law and Legal Systems	Chapter 1
August 29	Real and Personal Property; Land Water and Air Rights	Chapters 2, 3
September 5	<i>No Class – Labor Day</i>	
September 7	<i>Last day to drop without a “W”</i>	
September 12	Estates in Land; Co-Ownership	Chapters 4, 5
September 19	Condominiums, Cooperatives, Time-Shares and Real Estate Investments; Easements and Other Nonpossessory Rights; Land Use: The Constitution and the Plan	Chapters 6, 9, 24
September 26	EXAM I: Chapters 1, 2, 3, 4, 5, 6, 9, and 24	
October 3	Basic Contract Law; the Leasehold; Landlord-Tenant Relationship	Chapters 10, 7, 8
October 10	Real Estate Purchase Contract; Agency and Brokerage	Chapters 11, 12
October 17	Fraud and Misrepresentation; Involuntary Transfers	Chapters 13, 17
October 24	EXAM II: Chapters 7, 8, 10, 11, 12, 13, and 17	
October 31	Involuntary Liens Against Title; Deeds; Land Descriptions; Recording and Assurance of Title	Chapters 14, 15, 16, 18
November 7	Mortgages; Land Installment Contracts	Chapters 21, 22
November 7	<i>Graduate Withdrawal ends</i>	
November 14	Regulation of Land Development; Closing the Real Estate Transaction; Escrow Closing	Chapter 25, 19, 20
November 21	<i>No Class – Fall Break</i>	
November 28	EXAM III: Chapters 14, 15, 16, 18, 21, and 22	
December 5	Fair Housing Laws; Environmental Law – Final Review	Chapters 23, 26
December 12	COMPREHENSIVE FINAL EXAM	Chapters 1-26

* Additional Case Examples and Case assignments from the text will be distributed.

Case List

DATE	CASE NAMES	
August 22	<i>Villas at Parkside Partners v. The City of Farmers Branch</i>	Chapter 1, pg. 13
August 29	<i>Haslem v. Lockwood</i> <i>Glenn Park v. The Department of Revenue</i> <i>Fort Vannoy Irrigation v. Water Resources Comm 'n</i> <i>Geiger v. United States</i> <i>Prah v. Maretti</i>	Chapter 2, pg. 29 Chapter 2, pg. 32 Chapter 3, pg. 51 Chapter 3, pg. 62 Chapter 3, pg. 65
September 5	No Class – Labor Day	
September 12	<i>McIntyre v. Scarbrough</i> <i>Mitchell v. Jerrols</i> <i>Nystrom v. Hafford</i> <i>In the Matter of the Estate of Borghi v. Gilroy</i>	Chapter 4, pg. 81 Chapter 4, pg. 87 Chapter 5, pg. 98 Chapter 5, pg. 103
September 19	<i>Levandusky v. One Fifth Avenue Apartment Corp.</i> <i>Hocking v. Dubois</i> <i>Fruth Farms v. The Village of Holgate</i> <i>Fountainbleau Hotel Corp. v. Forty-Five Twenty-Five Fl.</i> <i>Arndt v. The City of Boulder</i> <i>Nollan v. California Coastal Comm 'n</i> <i>Lucas v. South Carolina Coastal Council</i> <i>Bliss v. City of Woonsocket</i>	Chapter 6, pg. 129 Chapter 6, pg. 134 Chapter 9, pg. 198 Chapter 9, pg. 207 Chapter 9, pg. 208 Chapter 24, pg 591 Chapter 24, pg 594 Chapter 24, pg 598
September 26	EXAM I: Chapters 1, 2, 3, 4, 5, 6, 9, and 24	
October 3	<i>Lucy v. Zehmer</i> <i>Hoffman v. Red Owl Stores</i> <i>JM Beals Enterprises v. Industrial Hard Chrome</i> <i>Park Harvey Apts. v. Park Harvey LLC</i> <i>Horne v. TGM Associates</i> <i>O'Brien v. Black</i> <i>Young v. Garwacki</i> <i>Mitchell v. Capitol Management Corp.</i>	Chapter 10, pg 228 Chapter 10, pg 233 Chapter 7, pg. 150 Chapter 7, pg. 159 Chapter 8, pg. 171 Chapter 8, pg. 179 Chapter 8, pg. 186 Chapter 8, pg. 188
October 10	<i>Clark v. Larkin</i> <i>Cultum v. Heritage House Realtors</i> <i>Hoffman v. Connall</i> <i>Salahutdin v. Valley of California</i>	Chapter 11. pg 253 Chapter 11, pg 256 Chapter 12, pg 284 Chapter 12, pg 286
October 17	<i>Hicks v. Sumter Bank</i> <i>Reed v. King</i> <i>Mathias v. Accor Economy Lodging</i> <i>Ebenhoh v. Hodgman</i> <i>Kelo v. City of New London</i> <i>United States v. Causby</i> <i>Bye v. Mattingly</i>	Chapter 13, pg 309 Chapter 13, pg 313 Chapter 13, pg 318 Chapter 17, pg 406 Chapter 17, pg 410 Chapter 17, pg 412 Chapter 17, pg 422
October 24	EXAM II: Chapters 7, 8, 10, 11, 12, 13, and 17	

October 31	<i>United States v. Bostian</i> <i>In Re: Estate of Randall Scott Davis v. Miss. St. Tax Comm'n</i> <i>Lasen v. Anderson</i> <i>Hewgley v. Vivo</i> <i>Butkovich v. Summit County</i> <i>Marek v. Lawrence</i> <i>Island Venture Assoc. v. NH Dept. of Environmental Prot.</i> <i>Petition of Alchemedes/Brookwood</i>	Chapter 14, pg 339 Chapter 14, pg 344 Chapter 15, pg 368 Chapter 15, pg 372 Chapter 16, pg 381 Chapter 16, pg 395 Chapter 18, pg 437 Chapter 18, pg 447
November 7	<i>Leben v. Nassau Savings & Loan Ass'n</i> <i>Garrett Tire Center v. Herbaugh</i> <i>United States v. James Carter</i> <i>Phillips v. May</i>	Chapter 21, pg 506 Chapter 21, pg 518 Chapter 21, pg 524 Chapter 22, pg 544
November 7	Graduate Withdrawal ends	
November 14	<i>FS Plummer Co v. Town of Cape Elizabeth</i> <i>Reyelt v. Danzell</i> <i>Palazzolo v. Rhode Island</i> <i>Beverly Bank v. Illinois Dept. of Transportation</i> <i>Duncan v. Rossuck</i> <i>Capital Mortgage Services v. Avent</i> <i>Hartman v. Wood</i>	Chapter 25, pg 611 Chapter 25, pg 614 Chapter 25, pg 625 Chapter 25, pg 627 Chapter 19, pg 458 Chapter 20, pg 487 Chapter 20, pg 492
November 21	No Class – Fall Break	
November 28	EXAM III: Chapters 14, 15, 16, 18, 21, and 22	
December 5	<i>Asbury v. Brougham</i> <i>City of Edmonds v. Oxford House</i> <i>Pollack v. United States Dept. of Defense</i> <i>United States v. A&N Cleaners and Launderers</i>	Chapter 23, pg 568 Chapter 23, pg 573 Chapter 26, pg 644 Chapter 26, pg 647

Case Brief Example (IRAC)

Villas at Parkside Partners v. The City of Farmers Branch

Issue: Whether a housing ordinance requiring adults to obtain an occupancy license conditioned upon the occupant's citizenship or lawful immigration status unconstitutionally infringes upon the federal government's authority regulate immigration and foreign affairs.

Rule: The power to regulate immigration, establish a uniform rule of Naturalization, regulate commerce with foreign nations and authority over foreign affairs rests solely with the federal government.

Application: The City of Farmers Branch sought to create an application process of an occupancy license, with the purpose and effect being to regulate immigration rather than housing. The ordinance said nothing about location, design, construction, maintenance, ownership, or alteration of rental units, and the applicant was not required to submit information about his employment or credit history, past residence information, or criminal history, only name, address and citizenship information. Because the sole purpose and effect of the ordinance was to target the presence of illegal aliens within the City of Farmers Branch and to cause their removal, it contravened the federal government's exclusive authority over the regulation of immigration and was unconstitutional.

Conclusion: The Preemption Doctrine holds that certain matters are of such national character that federal laws preempt or take precedence over state laws – states may not pass laws that are inconsistent with federal laws. The City of Farmers Branch's ordinance sought to regulate immigration and was, therefore, unconstitutional.