



# **RECENT CHANGES IN KANSAS REAL ESTATE LAW 2018**

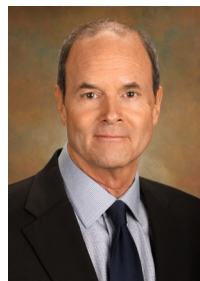
## Adams Jones Attorneys



**Mike Andrusak**



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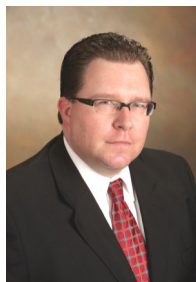
**Mert Buckley**



**Pat Hughes**



**Dixie Madden**



**Jason Reed**



**Brad Stout**



**Monte Vines**

### **Preeminent Presence in Kansas Real Estate**

**Top Band in Kansas Real Estate.** Chambers USA again awarded Adams Jones its highest rating as only one of two firms in the first band of leading firms for real estate in Kansas. Chambers cited sources as saying about Adams Jones: “excellent services,” “quality representation” and “a very strong real estate practice which is considered the finest in Wichita.” Those attorneys selected from the firm in the area of real estate include **Mert Buckley, Brad Stout and Pat Hughes**. Selected for general commercial litigation were **Brad Stout, Monte Vines and Pat Hughes**. The rankings were compiled from interviews with clients and attorneys by a team of full-time researchers.



### **Selections for 2018 Best Lawyers in America:**

Real Estate  
Mert Buckley  
Pat Hughes

Commercial Litigation  
Pat Hughes  
Monte Vines

Corporate Law  
Dixie Madden

Health Care  
Dixie Madden

Land Use and Zoning  
Pat Hughes

Eminent Domain  
& Condemnation  
Brad Stout

Litigation—Banking  
and Finance  
Monte Vines

Ethics & Professional  
Responsibility  
Monte Vines

Litigation-Real Estate  
Brad Stout  
Monte Vines

Legal Malpractice  
-Defendants  
Monte Vines

### **Wichita Best Lawyers - Lawyer of the Year 2018**

Real Estate Litigation: **Brad Stout**

Real Estate: **Mert Buckley**

## **Overview**

This summary of recent changes in Kansas Real Estate Law was prepared by the Real Estate Group at Adams Jones. Our real estate attorneys continually monitor Kansas case decisions and legislation so we remain current on developments in real estate law in Kansas. This up-to-date knowledge prepares us to address client needs more quickly and efficiently because our “research” is often already done when a question arises.

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## LEGISLATION

### 2018 Legislation

Current for legislation enacted through May 9, 2018.

**Airport Authority-Pratt - 2018 House Bill 2628.** Allows the City of Pratt to dissolve any airport authority created by the City. If dissolved, the property would pass to the City, subject to existing leases and agreements.

Effective Date: July 1, 2018.



**Asset Forfeiture of Property - 2018 House Bill 2459.** Amends the Kansas Standard Asset Seizure and Forfeiture Act ("SASFA" or the "Act") requiring the Kansas Bureau of Investigation to establish the Kansas Asset Seizure and Forfeiture Repository to gather information concerning each seizure made by agencies under SASFA. The bill also amends various sections of the Act. Real estate is still subject to forfeiture under SASFA only if "the offense or conduct giving rise to forfeiture constitutes a felony." Exceptions are made for innocent landowners who did not know, or could not reasonably have known, of the illegal conduct, or acted reasonably to prevent it. K.S.A. 60-4106.

Effective Date: July 1, 2018.

**Broadband Service - 2018 Senate Sub. for House Bill 2701.** Creates a Statewide Broadband Expansion Planning Task Force to study the subject of statewide broadband service. The Task Force is required to provide an initial report to the legislature before January 15, 2019 and a final report before January 15, 2020.

Effective Date: May 3, 2018.



**Groundwater Management Districts – 2018 Senate Bill 194.** Allows groundwater management district (GMD) boards to raise the maximum water withdrawal charge to \$2.00 per acre-foot (current maximum is \$1.00). The bill also deletes the ability of GMDs to assess a greater charge for annual water withdrawal if more than 50% of the area authorized for use of the water is outside the district.

Effective Date: July 1, 2018.

**Leavenworth County – 2018 House Bill 2608.** Authorizes State Department of Corrections to convey land to Fire District 1 in Leavenworth County.

Effective Date: July 1, 2018.

**Redevelopment Authorities (Johnson & Labette) – 2018 Senate Bill 185.** Revises powers of Johnson and Labette Counties concerning redevelopment districts located in a federal enclave.

Effective Date: July 1, 2018.

### 2017 Legislation Update

**Common Consumption Areas.** The City of Wichita amended the City Code in January 2018 to provide for Common Consumption Areas as allowed by the legislature last year in 2017 Substitute for House Bill 2277 (now K.S.A. 41-2659). City Code Section 4.08.



This 2017 legislation allows a city or county to designate "common consumption areas" where patrons of licensed drinking establishments may take their open containers outside of the licensed premises. The common consumption area must have designated boundaries and set times for consumption. Licensees wanting to participate in a common consumption area must obtain a permit from the Division of Alcoholic Beverage Control which will be issued for not more than one year. The permit is not transferable or assignable. As of May 1, 2018, the City had not issued any permits for a common consumption area.

## REGULATIONS

**Revised forms.** KREC revised the following forms:

Real Estate Brokerage Relationships. As described by the KREC:

...[U]pdated to help clarify designated agency in addition to seller agency, buyer agency, and transaction brokerage. Space is now provided to include the name of the supervising broker, name of the licensee providing the document, and name of the real estate firm. The regulation allows for a brokerage firm to produce their own version of this document if it contains the minimum disclosure requirements from the version adopted by the Commission. Approved October 10, 2017.

Transaction Broker Addendum. Combined the existing four forms into one form. Approved October 10, 2017.

Buyer's or Tenant's Consent to Direct Negotiation. Condensed and revised for easier understanding.

Approved: April 18, 2017.

## CASES & ATTORNEY GENERAL OPINIONS

### Attorneys' Fees

***Buyer entitled to recover attorneys' fees when allowed by purchase contract.***

*Harder v. Foster*, 54 Kan. App. 2d 444, 401 P.3d 1032 (2017). Buyer sued Seller after purchasing real estate from the Seller. A jury found in favor of the Buyer and the Court ordered the Seller to pay the Buyer's attorneys' fees. The Seller appealed the decision, and the Buyer sought recovery of the additional fees for the cost of the appeal. The Court of Appeals ruled in favor of the Buyer recovering its fees for the underlying lawsuit, and for the appeal, because the real estate purchase contract said that a defaulting party would reimburse a non-defaulting party for all attorneys' fees "incurred . . . in connection with the default."

Comment: The general rule in Kansas is that attorneys' fees cannot be recovered in litigation over a breach of contract unless the contract allows the prevailing party to recover its fees.

### Attorneys' Fees

***Party in dispute arising from real estate purchase entitled to recovery of attorneys' fees notwithstanding acceptance of offer of judgment.***

*Richardson v. Murray*, 54 Kan. App. 2d 571, 402 P.2d 588 (2017). Here, Buyers discovered water intrusion after purchasing a house from Sellers. Buyers sued, and Sellers



accepted a "proffer of judgment" before trial in which they agreed to pay damages of \$30,000 and costs. Buyers then sought recover of their attorneys' fees on three grounds:

1. "Costs." Buyers claimed their attorneys' fees were "costs" of the case, and the Sellers had agreed to pay all costs. This was rejected because the court said that attorneys' fees are not "costs."
2. Consumer Protection Act Violation. The Kansas Consumer Protection Act allows a court, in its discretion, to award attorneys' fees to a plaintiff if a violation of the KCPA is found. The Court found that the Sellers had admitted violating the KCPA when they agreed to the judgment against them. So the case was returned to the trial court to determine, in its discretion, if fees should be awarded.
3. Purchase Contract. The Court ruled that the Buyers were entitled to recover their attorneys' fees from the Sellers because a provision in the purchase contract allowed the prevailing party to recover its attorneys' fees.

Comment: Again, fees were awarded to the plaintiff because the purchase contract allowed the prevailing party to recover its fees from the other party.

### Concealed Handguns

#### ***Restrictions on persons 18 to 20 years old.***

*Op. Att'y Gen. No. 2017-18.* The Attorney General reviewed legislation in recent years regarding firearms and concluded that it is unlawful for a person between 18 to 20 years of age to carry a concealed handgun unless carried on that person's land, place of abode, or fixed place of business.





## Easement

### ***Scope of easement limited to specific language.***

*Colburn Revocable Trust v. Hummon Corp.*, 55 Kan. App. 2d 120, 408 P.3d 987 (2017). This involves interpretation of a settlement agreement which included the grant of an easement. Landowners and gas operator mediated a dispute in which the Landowners agreed to assign their interest in an abandoned pipeline and further grant an easement to the operator to access the pipeline “for purposes of producing gas from the Chaplin-Smith field.”

They later disagreed over the scope of the easement. The district court found that the language only gave the operator the right to transport gas from the identified field, but not the right to build additional pipelines.



The Court of Appeals affirmed, saying that the Landowners and operator had only expressed this one use for the easement – access to the pipeline. The Court said it “cannot reasonably construe that language to mean, instead, that the parties intended for this stated purpose to be merely one of many, as if the language had stated ‘for purposes including but not limited to . . . .’”

## Easements – Railroads

### ***Deed to railroad of a strip of land is held to be an easement.***

*Jenkins v. Chicago Pacific Corp.*, 306 Kan. 1305, 403 P.3d 1213 (2017). A railroad acquired a deed in 1886 which “grant[ed], bargain[ed] s[old] and convey[ed]” a “strip of land” which was described as the centerline of the route and line, and 175 feet on each side of the center line. A successor railroad abandoned the line prior to 1985, quit-claimed the property to Dirt & Gravel, Inc., describing it as a “right of way,” and Dirt & Gravel quit-claimed it to Jenkins.

The law in Kansas is that when a railroad acquires a strip of land, even in a deed, it is generally treated as an easement – not a conveyance of fee title. And when the railroad abandons that right-of-way, it has no interest to grant it to someone else. The abandoned right-of-way passes to the fee owner of the strip, in this case the adjoining landowners.

So the railroad had no interest to convey to Dirt & Gravel, and thus Jenkins acquired no interest either.



## Excise Tax

### ***Road maintenance fee prohibited as being an excise tax.***

*Heartland Apartment Ass’n, Inc. v. City of Mission, Kansas*, 306 Kan. 2, 392 P.3d 98 (2017). The City of Mission imposed a Transportation User Fee (“TUF”) on all owners of developed property based on the estimated vehicle trips a property generates. The revenue was used for maintenance of the city’s streets. The Kansas Supreme Court ruled the TUF was prohibited by Kansas law as an excise tax.

K.S.A. 12-194 prohibits the collection of an excise tax with some exceptions not relevant here. The Court looked at two questions: Is the TUF a tax? And is it an excise tax prohibited by the statute?

The TUF is a tax. In determining this, the court looked at the distinction between a tax and a fee. A tax is “a forced contribution to raise revenue for the maintenance of government services offered to the general public.” On the other hand, a fee (which would be permissible) is “incident to a voluntary act . . . which, presumably, bestows a benefit on the applicant, not shared by other members of society.” An example of a fee would be a toll road. The driver has a choice to pay the fee, or take another road. The TUF was found to be a tax, “levied against the owners of all developed property in Mission.”

The TUF is an excise tax. The Court adopted the definition of an excise tax as “a tax imposed on the performance of an act, the engaging in an occupation or the enjoyment of a privilege.” It then found the TUF was an excise tax because it was “a tax on real property owners based on the use of their property, rather than a tax on the property itself,” thus taxing “the enjoyment of a privilege.” Therefore, the court concluded the City’s TUF was a prohibited excise tax.

## Foreign Court’s Jurisdiction Over Kansas Real Property

### ***Nebraska court order purporting to transfer title to Kansas land unenforceable.***

*Ward v. Hahn*, 54 Kan. App. 2d 476, 400 P.3d 669 (2017). The Kansas Supreme Court refused to enforce a judgment from a Nebraska divorce court which attempted to transfer the husband's interest in Kansas real estate to his ex-wife. The Supreme Court said that a foreign court can indirectly affect title by ordering a person over whom it has jurisdiction to transfer property to someone else, but the foreign state does not have authority to transfer title to Kansas real estate.

**Comment.** Real estate ownership and law are local to the state where the land is located. Other states generally do not have jurisdiction to affect title to Kansas real estate.



## Homestead

***Homestead exemption was reduced by amount of value added by fraudulent conduct.***

*In re Coppaken*, 572 B.R. 284 (Bankr. D. Kan. 2017). This case provides an overview and an application of the limitations that Congress placed on homestead exemptions in the 2005 amendments to the Bankruptcy Code.

Kansas allows a homestead exemption for the full value of a qualifying property. But Section 522(o)(4) of the Bankruptcy Code restricts a homestead exemption “to the extent [the debtor] acquired the homestead with non-exempt property in the previous 10 years ‘with the intent to hinder, delay, or defraud a creditor.’” This exemption will be reduced by the amount of funds that was disposed of in the ten years before the bankruptcy filing if shown to be made with the intent to hinder, delay or defraud a creditor.

An objecting creditor must show four things: (1) the property was disposed of within ten years before filing of the bankruptcy; (2) the homestead's value was increased with the proceeds; (3) the property that was disposed of was not exempt; and (4) that the debtor intended “to hinder, delay or defraud a creditor.”

Here, the debtor used \$927,620 of proceeds from a settlement to pay off first and second mortgages on his homestead, admitting that he wanted to pay off the first mortgage because he did not want another creditor to get the settlement funds. Judge Karlin noted that a debtor may convert non-exempt assets to exempt assets before filing bankruptcy “for the express purpose of placing that

property beyond the reach of creditors” without losing the exemption. There must be “some facts or circumstances which are *extrinsic* to the mere facts of conversion . . . which are indicative of such fraudulent purpose.”

After examining the debtor's elaborate structure to move the settlement proceeds into his homestead, the Court concluded that the exemption should be reduced by \$927,620 under Section 522(o)(4):

Exemption planning (in or outside of bankruptcy) is absolutely appropriate, and transferring assets at arms-length can also pass muster. But hiding cash by laundering it through friends, back-dating documents in an attempt to memorialize an event that plainly did not happen in the past, and generally obfuscating a creditor's collection efforts is not acceptable bankruptcy estate planning. Neither is lying on bankruptcy schedules, or while testifying in connection with that bankruptcy proceeding.

## Homestead — Trust Property

***Homestead exemption continued when house transferred into a revocable trust, but expired upon death of the owner.***

*Chaney v. Armitage (In re Armitage)*, \_\_\_\_ Kan. App. 2d \_\_\_\_, 401 P.3d 1026 (2017). Kansas law exempts a homestead from execution and sale in order to pay the debts of the owner. Some exceptions apply which are not relevant here. The homestead exemption continues past the death of the owner if the property is occupied by the owner's surviving spouse and children. K.S.A. 59-401.

Mr. Armitage quit-claimed his residence into a revocable trust in 2010. A judgment was entered against him in 2014, he moved into a care facility for mental and health reasons in May of 2015, and he died in July of that year. The judgment creditor sought to enforce its judgment against the house and Mr. Armitage's family claimed it was exempt from execution and sale as a homestead.



The court made several observations and findings:

1. A homestead is not terminated by transferring title into a revocable trust of the owner.



2. A homestead is lost when the owner leaves the property and there is no intent to return. The court found that Mr. Armitage still had an “intent to return” to his homestead when he moved into the care facility.
3. A homestead exemption is not terminated upon the death of the owner if the house remains occupied by a surviving spouse or the children of the owner. The Armitage property lost its homestead exemption upon Mr. Armitage’s death because, at that moment, it was no longer occupied by him, he did not have a surviving spouse, and his children were not occupying the house.

## Leases

### ***Landlord has no duty to mitigate damages until Tenant abandons the property.***



*Miller v. Burnett*, 54 Kan. App. 2d 228, 397 P.3d 448 (2017). Tenant rented pasture from Landlord and was behind on rent. In response, Landlord allowed a neighbor to place some horses in the pasture, and denied Tenant access to the property for several months. Tenant sued Landlord claiming damages for Landlord’s actions. The Landlord countersued Tenant for the delinquent rent.

Kansas law requires a landlord to mitigate its damages after a tenant abandons the property. This means a landlord cannot sit back claiming rent for the remainder of the lease term, but must make a reasonable effort to mitigate damages, usually by finding another tenant. On the other hand, Kansas law requires a landlord to provide a tenant with “quiet enjoyment,” which is the right to peaceful possession of the property.

The Court of Appeals noted that a landlord has a duty to mitigate after the tenant abandons the property. Until then, a landlord has other remedies, such as an eviction action and suit for collection of rent. Here, there was nothing in the record to show whether or not the Tenant had abandoned the property, and the Court of Appeals remanded the case back to the trial court for that determination.

Comment: A tenant has the right of possession, even when behind on its rent. A landlord must bring an eviction action to regain possession of the property unless the tenant has already abandoned the premises (with limited

exceptions such as an emergency).

## Mediation

### ***Mediation is not arbitration.***

*Wasinger v. Roman Catholic Diocese*, 55 Kan. App. 2d 77, 407 P.3d 665 (2017). A commercial construction contract required the parties to submit disputes to “binding mediation.” A dispute arose during construction, which was submitted to a mediator for resolution. The mediator issued a final decision in favor of the owner. The contractor disagreed with the decision, filed a mechanic’s lien, then a motion to foreclose the lien, as well as other claims. The trial court dismissed the contractor’s claims based on the contract requirement for “binding mediation,” affirming the mediator’s decision. The contractor appealed.

The Court of Appeals reversed, saying “[t]he concept of binding mediation is inconsistent with Kansas [law]” and noting that the Kansas Dispute Resolution Act defines “mediation” as a process with a third party “who has no decision making authority.” Citing K.S.A. 5-502(f). “Mediation cannot be considered binding since K.S.A. 5-502(f) defines it as the act of an independent third party entering the dispute and *trying to facilitate* an agreement.”

Comment: It’s good to know the difference. Mediation is an attempt to reach an agreed settlement. Arbitration is a process in which the arbitrator makes a binding decision.

## Mobile Home Parks – Regulation

### ***Cities have police power to regulate mobile home parks when the regulations are reasonably related to public health, safety, and welfare.***



*Huffman v. City of Maize*, 54 Kan. App. 2d 693, 404 P.2d 345 (2017). The owners of mobile home parks challenged the constitutionality of a city ordinance regulating mobile home parks, including the location and occupancy of mobile homes and the licensing, setback requirements, internal roadways, parking, storm sheltering, trash collection and vermin prevention of mobile home parks. After a study committee developed a proposed ordinance, the city council directed the committee to meet with those opposed to the ordinance. When the study committee



made certain revisions, the deputy city administrator provided the owners with a copy of the revised language that the city council would be considering. The city's website gave notice that the ordinance would be considered at the meeting, during which the city council further revised the proposed ordinance in a way that exempted the owners from many of its requirements, and voted to pass the ordinance as amended.

The owners asserted that the mobile home park ordinance exceeded the city's police powers, that its adoption denied them due process, and that the ordinance denied them equal protection. The Kansas Court of Appeals:

- a. held that the regulations were reasonably related to public health, safety and welfare and therefore within the scope of the City's broad police powers;
- b. rejected the owners' additional assertion of a due process violation, holding that the owners were given reasonable notice of the proposed ordinance and the opportunity to be heard; and
- c. rejected the owners' claim that the ordinance denied them equal protection. The distinction created by the ordinance between the owners and other homeowners does not involve a suspect classification or a fundamental interest, and the court found that the ordinance had a rational basis and upheld the ordinance.

## Mortgages

### Cap on mortgage recording fees.



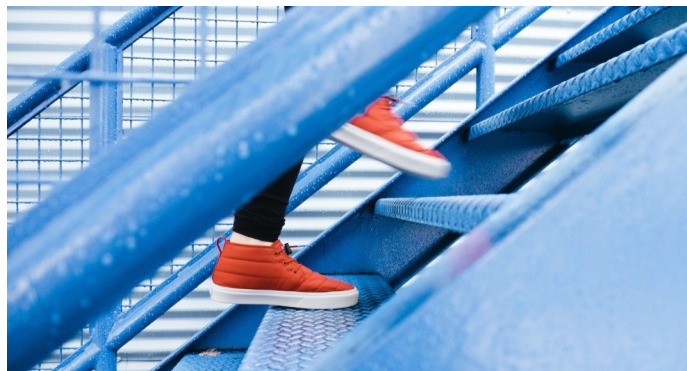
*Op. Att'y Gen. No. 2017-14.* This opinion responds to a question about changes made by the 2014 Legislature to increase recording fees and decrease the mortgage registration tax. The recording fee was capped at \$125 for recording a residential mortgage where the principal debt or obligation secured is \$75,000 or less. The Attorney General opined that this same cap applies for a refinanced mortgage, as well as for an original mortgage on a property.

The AG noted this does not affect the mortgage registration tax. Recording fees are established in K.S.A. 2016 Supp. 28-115(j) and are separate from the mortgage registration tax under K.S.A. 2016 Supp. 79-3102.

**Mortgage Registration Tax.** The Mortgage Registration Tax has been declining annually since 2015. The tax will be fully eliminated effective January 1, 2019. Filing fees remain intact. K.S.A. 79-3102.

## Premises Liability

### ***Store owner not liable when customer knew of dangerous conditions.***



*Bonnette v. Triple D Auto Parts Inc.*, 55 Kan. App. 2d 130, 409 P.3d 865 (2017). This is a slip-and-fall case which involves the statute of repose and the duty of an owner to warn visitors of dangerous conditions on its property.

Plaintiff missed a step when leaving the owner's store, fell, and broke her wrist in three places. She had been a customer for 16 years, patronizing the business an average of five times a year. Therefore, in entering and exiting the store each time, she had used the step between the sidewalk and entrance approximately 160 times prior to the accident. The single, unmarked step was the same color as the sidewalk and had existed since the building was constructed in 1925. The current owner purchased the building in 1990.

Statute of Repose. The owner argued that the claim was barred by the statute of repose which bars any claim brought "more than 10 years beyond the time of the act giving rise to the cause of action." K.S.A. 60-513. Although the condition of the step had existed for more than 10 years, the Court of Appeals found that the claim was not barred by the statute of repose because an owner's duty to warn of a dangerous condition is an ongoing duty.

Duty of Owner to Visitors. A landowner has a general duty of reasonable care to all visitors, but is not required to warn visitors, or correct any dangerous conditions, that are "known or obvious to a visitor." But even if the condition is known or obvious, an owner has a duty to warn "if the visitor is likely to be distracted when confronted with the dangerous condition, and is, therefore, (1) not likely to discover the dangerous condition, (2) likely to forget the presence of the dangerous condition, or (3) not likely to protect against the dangerous condition." (Citing *Miller v. Zep Mfg. Co.*, 249 Kan. 34, 43, 815 P.2d 506 (1991)).

Decision. The Court upheld summary judgment for the owner, finding that the step condition was open and obvi-

ous, that plaintiff had knowledge of the dangerous condition because she had used the step approximately 160 times, and nothing indicated she was distracted or likely to be distracted.

## Roofing Registration Act

### ***Clarification of exceptions for roofing owner's own property.***



*Op. Att'y Gen. No. 2017-17.* The Kansas Roofing Registration Act (the “Act”) was passed in 2013 to require anyone performing roofing services on residential and commercial property to be properly licensed with the Attorney General. K.S.A. 50-6,121 *et. seq.* But does a property owner have to be licensed to work on their own property? The Attorney General opined that a property owner (including an owner who is also a landlord) may, without becoming registered: personally and physically perform roofing services on their own property; and cause their employees to perform roofing services on the owner's residential and farm properties (but not commercial property). But agents and other contractors of the owner are required to register when performing roofing services for a fee.

## Zoning Appeals

### ***Courts review the interpretation of zoning regulations de novo when assessing the reasonableness of a Board of Zoning Appeals decision.***

*Layle v. City of Mission Hills*, 54 Kan. App. 2d 591, 401 P.2d 1052 (2017). This involves an administrative dispute over whether the owners' planned work on its fence was repair or replacement.

City. The owners applied for a building permit and other administrative permission to replace pickets and rails on their residential fence with no alterations to fence posts. The owners' fence predated the zoning regulations and did not comply with them. The city denied the requests and required the owners to first procure a variance.

Board of Zoning Appeals. The owners appealed to the Board of Zoning Appeals (“BZA”), which affirmed the city on the grounds that the proposed work was a replacement of the fence, not merely a repair, thus requiring a variance under the zoning regulations.

District Court. The owners appealed to the district court, which found that the decision of the BZA – that the proposed work was a replacement and not merely a repair – was reasonable.

Kansas Court of Appeals. Reversed the District Court by first finding that the court should review the BZA's decision *de novo* (meaning to hear all of the evidence) instead of just reviewing to determine if it was reasonable. Then the Court of Appeals decided, under the *de novo* standard, that the proposed work was a repair, not a replacement of the fence, and did not require a variance under the zoning regulations. As a result, the decision of the BZA was held to be unsupported by the evidence and was reversed as unreasonable.



## **Real Estate Services of Adams Jones**

**Brokers and Salespersons.** Advise licensees of responsibilities under Kansas law, including the Real Estate Brokers' and Salespersons' License Act and the Brokerage Relationships in Real Estate Transactions Act.

**Commercial Leasing.** Work with a variety of commercial leases including office, warehouse, retail, and ground leases for commercial landlords and tenants.

**Commercial Purchases and Sales.** Assist clients in completing real estate transactions through contract preparation, due diligence review, title examinations, and environmental review.

**Condemnation.** Represent landowners in condemnation actions by governmental entities.

**Condominiums.** Prepare condominium declarations and governing documents.

**Construction Law.** Prepare and enforce mechanics' liens and claims against payment and performance bonds. Prepare and review construction contracts. Represent owners, contractors and subcontractors in disputes.

**Covenants & Restrictions.** Create community associations, covenants and restrictions for commercial and residential properties.

**Creditors' Rights.** Represent commercial creditors and financial institutions in protecting and recovering assets and property in foreclosures and workouts.

**Developer Incentives.** Assist developers utilizing Community Improvement District funding, Tax Increment Financing, tax abatements, and other development incentives.

**Financing.** Represent borrowers and lenders in financing of commercial real estate and businesses.

**Land Use/Zoning.** Appear before the Board of Zoning Appeals and appellate bodies on land-use issues for landowners and governmental entities.

**Litigation/Alternative Dispute Resolution.** Resolve disputes for clients in the most appropriate forum available for their controversy, including negotiation, mediation, arbitration, and litigation. We believe our strong real estate practice gives us an edge when called upon to convince a decision maker of our client's position. Cases have included enforcement of contracts, boundary disputes, nuisances, and brokerage commission claims. Available to serve as mediators and arbitrators of real estate disputes and expert witnesses in real estate cases.

**Natural Resources.** Represent quarry owners in leasing and selling rock quarries. Represent oil and gas operators, lease owners and contractors over lease operations.

**Tax Appeals.** Prepare and process appeals of real estate tax valuations and assessments, including actions before the Board of Tax Appeals. Resolve issues with special assessments and improvement districts. Particular experience with taxation, oil and gas interests, hotels, and income-producing properties.

**Title and Boundary Disputes.** Represent landowners in disputes with adjoining neighbors over easements, fences, adverse possession, boundaries and trespass. Represent landowners, lenders and title insurers in title and lien priority disputes.

**Title Insurance.** Assist purchasers and lenders in securing appropriate title insurance coverage. Represent title insurance companies in claims.

**Wind Energy.** Represent lenders, landowners, county governments, and neighbors in proposed and completed wind farm projects across Kansas.



# Practice Areas

**Business & Corporate**  
**Condemnation & Tax Appeals**  
**Employment Law**  
**Estate Planning & Probate**  
**Estate & Trust Disputes**  
**Land Use & Zoning**  
**Litigation**  
**Real Estate**



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