

58-2273. Instruments purporting to cover mineral or royalty rights not owned by grantor; "mother hubbard" or other cover-all clauses. (a) When a recorded deed or conveyance covering mineral or royalty rights purports to cover mineral or royalty rights not owned by the grantor, or such deed or conveyance includes a general conveyance provision, including, but not limited to, a "mother hubbard" clause or other cover-all clause, for other property conveyed by grantor and such general conveyance provision should not have been included in such deed or conveyance, then any party with an interest in the real estate covered by such deed or conveyance may make written demand upon the grantee or grantor, as applicable, by certified mail, return receipt requested, to rescind or reform the general conveyance provision.

(b) (1) Any grantee or grantor who refuses or neglects to correct or reform such legal description in the office of the register of deeds within 30 days after written demand has been made as provided in subsection (a), unless a longer period has been agreed to in writing by the parties, shall be liable in damages to the party for whom the demand was made in the sum equal to the greater of: (A) An amount up to \$10,000 per title affected, or (B) an amount equal to the fair market value of the mineral or royalty interests actually conveyed by such general conveyance clause and not specifically described in the instrument, and reasonable attorney's fee for preparing and prosecuting the action before any court of competent jurisdiction. The plaintiff in such action may recover any additional damages that the evidence in the case warrants.

(2) If such legal description has not been corrected or reformed within the time period allowed under paragraph (1), the court shall expedite an action brought by any party pursuant to K.S.A. 60-1002, and amendments thereto, to quiet title. Such court ruling shall not relieve the grantee or grantor, as applicable, from any damages allowed under paragraph (1) nor relieve the grantee or grantor from any responsibilities under the provisions of this section.

(c) The remedies provided under this section shall not affect other remedies or damages provided by statute or law.

(d) A suit must be filed under this section within two years after the date the party making demand has actual knowledge of the improper legal description or conveyance.

(e) As used in this section:

(1) "Mother hubbard clause" means a provision in a deed or other instrument in writing which is intended to convey an interest in real estate and which describes the property to be conveyed as all of the grantor's property in a certain county;

(2) "general conveyance provision" means a provision in a deed or other instrument describing an interest in real estate which, in addition to referring to the real estate specifically described in such deed or other instrument, describes unspecified other mineral or royalty rights or interests of the grantor in an entire township, county or state; and

(3) "deed or conveyance covering mineral or royalty rights" means any deed or conveyance covering the grantor's mineral rights or the grantor's royalty rights.

History: L. 2004, ch. 127, § 3; July 1.