

# Ohio Certified Professional Lease & Title Analyst (CPLTA) Practice Exam (Sample)

## Study Guide



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**SAMPLE**

## **Questions**

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- 1. What is the minimum distance required for a drilling permit from a mine opening?**
  - A. 150 feet**
  - B. 200 feet**
  - C. 300 feet**
  - D. 500 feet**
- 2. Does Ohio have statutes specifically governing seismic activity related to oil or gas development?**
  - A. Yes**
  - B. No**
  - C. Only for public lands**
  - D. Only for private lands**
- 3. To regain severed mineral rights, the surface owner must not have any title transactions involving the mineral interest for how many years?**
  - A. 5 years**
  - B. 10 years**
  - C. 20 years**
  - D. 30 years**
- 4. What must be submitted to initiate ancillary administration proceedings for a non-resident decedent's property in Ohio?**
  - A. A court order**
  - B. Application by any interested person**
  - C. A claim from the beneficiaries**
  - D. Notification to the decedent's family**
- 5. What term describes the right to use land for a specified purpose, often associated with leases?**
  - A. Title**
  - B. Mortgage**
  - C. Easement**
  - D. Leasehold**

- 6. What is often a key benefit of a percentage lease for landlords?**
- A. Stable rent regardless of tenant sales**
  - B. Potential for increased income based on tenant sales performance**
  - C. Lower management responsibilities**
  - D. Fixed long-term contracts**
- 7. What type of lease is frequently utilized for industrial properties?**
- A. Triple net lease**
  - B. Gross lease**
  - C. Percentage lease**
  - D. Month-to-month lease**
- 8. What function does a "lease abstract" serve?**
- A. It lists all the fees associated with the lease**
  - B. It summarizes the key terms of a lease for quick reference**
  - C. It serves as a legal document for tenant eviction**
  - D. It provides a detailed floor plan of the leased property**
- 9. In the absence of an express forfeiture clause, a lease will be forfeited due to failure to make delay rental payments?**
- A. Will**
  - B. Will not**
  - C. Only under certain conditions**
  - D. Depends on the lease type**
- 10. What is the maximum term for which minerals owned by the State of Ohio can be leased?**
- A. 30 days**
  - B. 60 days**
  - C. 90 days**
  - D. 40 days**

## **Answers**

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1. C
2. B
3. C
4. B
5. C
6. B
7. A
8. B
9. B
10. D

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## **Explanations**

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**1. What is the minimum distance required for a drilling permit from a mine opening?**

- A. 150 feet**
- B. 200 feet**
- C. 300 feet**
- D. 500 feet**

The minimum distance required for a drilling permit from a mine opening is 300 feet. This requirement exists to ensure safety and environmental protection. The specified distance helps to avoid potential hazards related to mining activities, such as ground subsidence or the release of harmful gases. By maintaining a safe buffer zone, responsible drilling practices can minimize risks to both workers and the surrounding environment. This regulation is crucial for maintaining safe operations and subsequently follows guidelines set by regulatory agencies to protect both natural resources and public safety. Other distance options, while they might be relevant in various contexts, do not meet the established necessity for ensuring safety and compliance with regulations specifically related to drilling near mining sites.

**2. Does Ohio have statutes specifically governing seismic activity related to oil or gas development?**

- A. Yes**
- B. No**
- C. Only for public lands**
- D. Only for private lands**

The correct answer is that Ohio does not have statutes specifically governing seismic activity related to oil or gas development. This indicates that while seismic activity can occur as part of the process of oil and gas extraction, there are no distinct laws or regulations in the state that directly address or regulate this activity. In the context of oil and gas operations, seismic activity is typically linked to the exploration phase where companies may conduct seismic surveys to locate potential sites for drilling. However, Ohio's regulatory framework regarding oil and gas is largely focused on broader environmental and safety issues rather than on seismic activity itself. This absence of specific statutes means that seismic activities may be subject to other broader environmental regulations, but there are no dedicated laws that uniquely address the potential impacts of seismic activities arising from gas and oil development. The other options imply that there might be some regulation focused on seismic activity, either in general or limited to certain types of land, which does not align with the current legal framework in Ohio. Hence, the absence of specific statutes is accurately reflected in the chosen response. This highlights the need for stakeholders in the oil and gas industry, including lease and title analysts, to understand the general regulatory environment rather than expecting distinct regulations specifically targeting seismic activities related to their operations.

**3. To regain severed mineral rights, the surface owner must not have any title transactions involving the mineral interest for how many years?**

- A. 5 years
- B. 10 years
- C. 20 years**
- D. 30 years

To regain severed mineral rights, the surface owner must refrain from any title transactions involving the mineral interest for a period of 20 years. This aligns with Ohio law, which stipulates that if a surface owner has not engaged in actions that would indicate a claim or exercise control over the mineral rights during this time frame, they may be eligible to reclaim those rights. This legal framework ensures a clear demarcation of ownership over an extended period, providing both mineral rights holders and surface owners with a defined timeframe for asserting or relinquishing claims. Other options suggest different time spans which do not reflect the statutory requirements in Ohio for the reclamation of severed mineral rights. The specified period must be consistent with the state's laws governing the ownership and transfer of mineral interests, ensuring both clarity and fairness in land ownership matters.

**4. What must be submitted to initiate ancillary administration proceedings for a non-resident decedent's property in Ohio?**

- A. A court order
- B. Application by any interested person**
- C. A claim from the beneficiaries
- D. Notification to the decedent's family

To initiate ancillary administration proceedings for a non-resident decedent's property in Ohio, an application must be submitted by any interested person. This is a critical step in the probate process, as it allows the appropriate probate court to assess the need for ancillary administration, which is necessary when a decedent owns property in a state different from their residence at the time of death. This process is designed to manage and distribute the decedent's assets located in Ohio, even if the individual was not a resident of the state. The application must include relevant details about the decedent and the property in question, as well as information about the applicant's interest in the decedent's estate. By requiring this application from an interested person, the law ensures that someone with a legitimate stake in the proceedings is responsible for representing the decedent's estate in Ohio, which is essential for the proper and lawful handling of the decedent's affairs. In this scenario, the other options do not satisfy the legal requirements for initiating ancillary administration. A court order is typically a product of the application process rather than a precursor to it. Claims from beneficiaries and notifications to the family are also subsequent steps within the broader estate administration process, not initial steps for initiating proceedings. Thus, the necessity

**5. What term describes the right to use land for a specified purpose, often associated with leases?**

- A. Title**
- B. Mortgage**
- C. Easement**
- D. Leasehold**

The term that describes the right to use land for a specified purpose is "easement." An easement grants an individual or entity the legal right to utilize a portion of another person's property for a specific use, which could include access to a roadway, utility installation, or other designated functions. This concept is crucial in real estate and property law because it establishes clear permissions regarding land use without transferring ownership. In contrast, title refers to legal ownership of property, while a mortgage is a financial agreement where property is used as collateral for a loan. A leasehold conveys the right to use property for a defined period under specific terms and conditions agreed upon between the lessor and lessee, but it does not necessarily indicate an ongoing right tied to a particular purpose as easements do. Thus, understanding these distinctions helps clarify the appropriate use and implications of each term in real estate transactions.

**6. What is often a key benefit of a percentage lease for landlords?**

- A. Stable rent regardless of tenant sales**
- B. Potential for increased income based on tenant sales performance**
- C. Lower management responsibilities**
- D. Fixed long-term contracts**

A key benefit of a percentage lease for landlords is the potential for increased income based on tenant sales performance. In a percentage lease arrangement, the landlord receives a base rent plus a percentage of the tenant's sales, which aligns the landlord's income with the tenant's business success. This structure incentivizes landlords to seek out high-performing tenants, as their earnings can directly increase with the tenant's sales growth. It allows landlords to benefit from thriving businesses and can lead to higher overall rental income compared to a traditional fixed rent model. This method not only maximizes the landlord's income possibilities but also fosters a cooperative relationship with tenants by encouraging them to boost their sales, which benefits both parties.

**7. What type of lease is frequently utilized for industrial properties?**

- A. Triple net lease**
- B. Gross lease**
- C. Percentage lease**
- D. Month-to-month lease**

A triple net lease is frequently utilized for industrial properties due to its distinct structure, which benefits both landlords and tenants in this sector. In a triple net lease, the tenant is responsible for paying not only the base rent but also additional costs associated with the property, which typically include property taxes, insurance, and maintenance expenses. This arrangement enables landlords to have a more predictable income stream and minimizes their expenses related to property management. Industrial properties often require significant maintenance and operational considerations, making the triple net lease an attractive option. It allows tenants to have more control over the space and its expenses while providing landlords with financial security and less administrative involvement in ongoing property costs. Furthermore, this lease type aligns well with the long-term nature of industrial tenants, who may stay in a location for several years, fostering stability for all parties involved.

**8. What function does a "lease abstract" serve?**

- A. It lists all the fees associated with the lease**
- B. It summarizes the key terms of a lease for quick reference**
- C. It serves as a legal document for tenant eviction**
- D. It provides a detailed floor plan of the leased property**

A lease abstract serves the important function of summarizing the key terms of a lease for quick reference. This document distills the essential information from a lengthy lease agreement into a clear and concise format, making it easier for lease analysts, property managers, and other stakeholders to understand the main elements of the lease without needing to sift through the entire text. Key terms included in a lease abstract often encompass the parties involved, rental rates, payment due dates, lease duration, renewal options, maintenance responsibilities, and any special provisions. By having this information readily available, it enhances efficiency in managing lease agreements and facilitates informed decision-making related to property management and negotiations. The other options do not fulfill the primary purpose of a lease abstract. While the lease may involve various fees, that information is detailed within the lease itself, not the abstract. Legal documents pertaining to tenant eviction are separate from lease abstracts, which are primarily for informational use rather than legal action. Similarly, a floor plan of the leased property is an architectural detail and not typically included in the abstract form, which focuses on the terms of the lease rather than physical characteristics of the property.

**9. In the absence of an express forfeiture clause, a lease will be forfeited due to failure to make delay rental payments?**

**A. Will**

**B. Will not**

**C. Only under certain conditions**

**D. Depends on the lease type**

In the context of lease agreements and specifically regarding delay rental payments, a lease will not automatically be forfeited simply due to the failure to make these payments when there is no express forfeiture clause. A forfeiture clause explicitly outlines the circumstances under which a lease can be terminated or forfeited due to breaches such as non-payment. Without such a clause, the landlord generally does not have the automatic right to terminate the lease. Usually, landlords must follow specific legal processes to address non-payments, which may include providing notice and an opportunity to cure the default. This approach protects the lessee's rights and ensures that any potential for forfeiture is handled according to the terms agreed upon in the lease. In practical terms, while delay in rental payments can lead to other consequences, such as late fees or damages, it does not equate to an automatic end of the lease. Consequently, the correct understanding is that without an express forfeiture clause, failure to make delay rental payments will not lead to an automatic forfeiture of the lease.

**10. What is the maximum term for which minerals owned by the State of Ohio can be leased?**

**A. 30 days**

**B. 60 days**

**C. 90 days**

**D. 40 days**

The maximum term for which minerals owned by the State of Ohio can be leased is indeed 40 days. This specific timeframe is established by regulations governing the leasing of state-owned mineral rights. The relatively short duration underscores the importance of effective management and oversight of state resources, ensuring that leases do not extend excessively, which could hinder future use or exploration opportunities. Understanding the statutory context is essential for lease analysts working with state-owned minerals, as this limitation directly affects the strategies used for mineral leasing, exploration, and revenue generation for the state. The focus on a limited lease term emphasizes fiscal responsibility and the pursuit of optimal resource management, highlighting why a 40-day lease is relevant and applicable in practice.