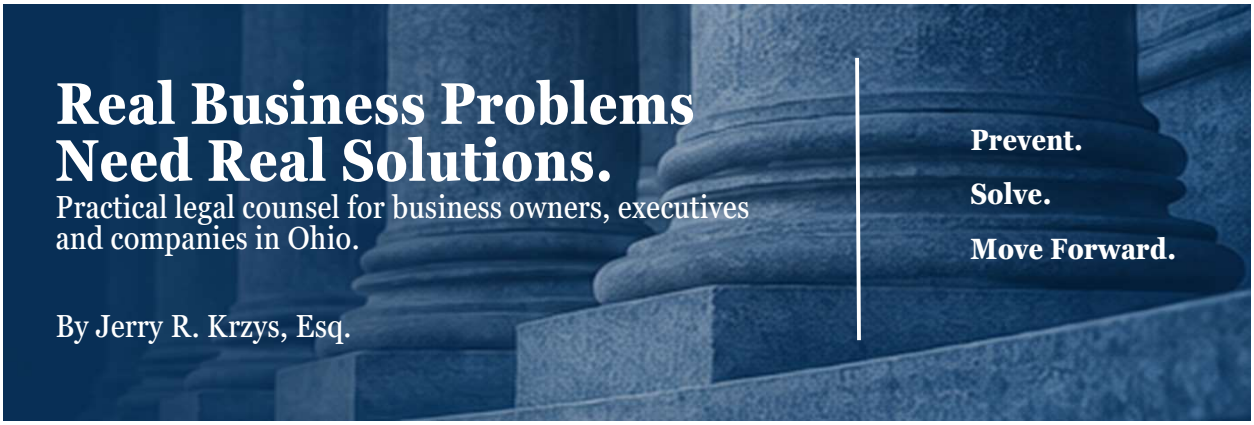
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The Document Controlling Your Development May Have Been Recorded 70 Years Ago

What Ohio Real-Estate Owners and Developers Should Learn from Faith Ranch & Farms Fund, Inc. v. PNC Bank, Natl. Assn., 2026-Ohio-1145

A commercial real-estate deal naturally focuses attention on what is happening now: the purchase price, financing, proposed use, site plan, construction budget, tenants, access, parking, utilities, and closing date. But the document that determines whether the project works may have been signed before the current owner was born.

A deed reservation from 1953. An easement granted to a neighboring parcel decades ago. A reciprocal easement agreement recorded when the shopping center was first developed. A use restriction created by a prior owner. An access right that does not reach the driveway the buyer assumed it could use.

Those documents can affect what a property owner owns, where it can build, how customers reach the site, what uses are permitted, who maintains shared improvements, and ultimately what the property is worth.

That is the broader business lesson from *Faith Ranch & Farms Fund, Inc. v. PNC Bank, Natl. Assn., 2026-Ohio-1145*. The Ohio Supreme Court was deciding a mineral-rights dispute involving language written in a 1953 deed. But the case is useful far beyond oil and gas. It illustrates a recurring real-estate problem: old recorded language can control present-day rights, and the meaning of that language may depend on reading the instrument as a whole rather than isolating a convenient word or phrase.

1. A 1953 Deed Created a Dispute More Than 70 Years Later

In 1953, C.C. Fay conveyed parcels of land in Harrison County but reserved certain subsurface rights. The reservation referred to coal and "other minerals" and included rights to "mine and remove" those materials using underground mining methods.

Faith Ranch and Farms Fund, Inc. acquired the parcels in 1973. Decades later, the successors to the original grantor claimed that the 1953 reservation included the oil and gas beneath the property. Faith Ranch disagreed and filed an action seeking a declaration that the reservation did not include oil and gas and asking the court to quiet title in its favor.

The dispute therefore turned on words placed in the chain of title more than seven decades earlier. The parties were not negotiating what the property rights should be in 2026. They were litigating what a prior owner had already done in 1953.

2. The Supreme Court Read the Reservation as a Whole

The phrase "other minerals," standing alone, did not answer the question. The Supreme Court recognized that the phrase may include oil and gas, but does not necessarily do so. Context mattered.

The Court examined the entire reservation and the language surrounding the phrase. It focused on words such as "mine," "mining," and "vein," the repeated references to coal, and the rights associated with underground mining. Applying those words in context, the Court held that the reservation unambiguously did not include oil and gas. *Faith Ranch*, 2026-Ohio-1145, ¶ 16.

That distinction is important. The Court did not announce that every old deed using the words "other minerals" excludes oil and gas. It reached a conclusion about this deed because of the language used throughout this particular reservation.

For a real-estate owner or developer, the practical point is broader: the meaning of a recorded instrument often cannot be determined by pulling one sentence from a title report and reading it in isolation.

3. Title Review Is More Than Confirming the Name of the Owner

When a business buys or develops real estate, "title" is sometimes treated as a closing item: order the title commitment, clear the exceptions that need to be cleared, obtain the policy, and move on. That approach can miss the operational question.

A title commitment identifies matters affecting title. It does not, by itself, tell the business what every recorded document means for the project it intends to build or operate. An exception may lead to a twenty-page easement agreement, a decades-old declaration, an amendment to an earlier restriction, or a deed containing language that has survived multiple transfers.

The legal issue is not simply whether the document exists. The business issue is what the document allows, prohibits, requires, or leaves uncertain.

4. Old Easements Can Determine Whether the Site Plan Works

Consider access. A parcel may front a public road but depend operationally on a driveway across adjoining property. A shopping center may have cross-access rights with neighboring parcels. A utility easement may run through the portion of the site where the owner wants to place a building, detention area, sign, or drive aisle.

Ohio courts generally begin with the language of an express easement. In *Corder v. Ohio Edison Co.*, 177 Ohio St.3d 319, 2024-Ohio-5432, ¶ 10, the Supreme Court reiterated that the scope of an easement depends on the language of the grant and that clear, unambiguous language cannot be rewritten to create an intent the parties did not express.

That makes document review inseparable from site planning. Before committing to a development concept, the owner should know not merely that an easement appears on Schedule B of a title commitment, but where it is located, who benefits from it, what rights it grants, what activities it restricts, whether it can be relocated, and whether later amendments changed it.

5. Reciprocal Easement Agreements and Declarations Can Function Like Operating Documents

Retail and mixed-use properties frequently depend on recorded declarations or reciprocal easement agreements governing matters such as access, parking, common areas, signage, maintenance, cost sharing, construction, use restrictions, and amendment rights.

Those documents may have been negotiated for a development that looked very different from the property today. Parcels may have been divided. Buildings may have been demolished or added. Original parties may be gone. Yet the recorded rights can continue to run with the land.

A developer planning an outparcel, a landlord changing a tenant mix, or an owner modifying parking may therefore discover that the relevant approval right belongs to another parcel owner under a document recorded decades earlier.

The problem is rarely solved by asking whether the proposed project is physically possible. The question is whether the existing property-right structure permits it.

6. Restrictions Can Affect Use Before Anyone Threatens Litigation

Recorded restrictions can limit uses, building locations, signage, architectural features, parking arrangements, or other aspects of development. A restriction does not have to produce a lawsuit to affect value.

If a buyer plans to acquire a parcel for a particular use, the restriction matters during underwriting. If a lender is financing a development, it may matter to collateral value. If a tenant's business depends on signage or parking, it may matter to the lease. If an owner expects to construct an

additional building, a setback or development restriction may affect the economics before construction drawings are complete.

That is why real-estate due diligence should connect the recorded documents to the actual business plan. A document can be legally valid and still be commercially unacceptable for the intended project.

7. Mineral Reservations Are One Example of a Larger Title Problem

Faith Ranch itself involved a mineral reservation, and mineral rights can be significant in Ohio. Surface ownership does not necessarily answer who owns or controls subsurface interests.

But the more transferable lesson is not that every developer should become a mineral-rights lawyer. It is that language in an old deed can sever, reserve, burden, or otherwise affect property rights in ways that remain consequential decades later.

The same discipline applies when the recorded language concerns access, utilities, drainage, shared parking, restrictions, rights of first refusal, maintenance obligations, or other interests affecting the land. Read the actual instrument. Read the operative language in context. Determine whether later instruments modified it. Then compare the resulting rights to what the owner intends to do with the property.

8. The Four Corners Matter When the Language Is Clear

The Seventh District had treated the Faith Ranch reservation as ambiguous and considered other deeds executed by the same grantor. The Supreme Court affirmed the result but rejected that route. It held that the reservation was unambiguous and that there was therefore no need to go beyond the four corners of the deed. *Faith Ranch*, 2026-Ohio-1145, ¶¶ 1-2, 28.

For transactional work, that is a useful reminder. A party's present understanding, historical practice, or explanation of what a document was "supposed to mean" may not control if the recorded instrument itself is unambiguous.

The best time to address unclear or problematic language is before the transaction closes or before the development plan depends on a favorable interpretation. Depending on the circumstances, that may mean obtaining a clarification, amendment, release, consent, relocation agreement, or other recorded instrument while the parties still have leverage and the project still has alternatives.

9. Title Insurance Is Important, but It Is Not a Substitute for Understanding the Property

Title insurance serves an important risk-allocation function. But obtaining a title policy is not the same thing as determining whether every recorded condition affecting the property works for the owner's business plan.

A title insurer may list an easement, declaration, restriction, or other instrument as an exception. The fact that the document appears in the commitment does not answer whether the proposed building crosses the easement, whether another owner has consent rights, whether a planned use is prohibited, whether shared parking is adequate, or whether maintenance costs are allocated in a way the buyer expected.

Those are due-diligence and transaction questions. They require reading the document, coordinating it with the survey and site plan, and understanding the client's intended use. A clean closing does not necessarily mean a clean development path.

10. The Survey and the Title Documents Need to Be Read Together

Recorded rights become much easier to understand when they are placed on the ground. A legal description may identify an easement by metes and bounds. A declaration may refer to parcels shown on an old plat. A restriction may apply only to a particular portion of a larger tract. The survey can show whether those rights intersect the proposed building, parking field, access drive, utility corridor, or other improvements.

This is why title and survey review should not occur in separate silos. The title documents tell you what rights exist. The survey helps show where many of those rights operate. The site plan tells you why they matter.

When those three do not line up, the issue should be resolved before construction or closing if reasonably possible.

11. Amendments Matter as Much as the Original Document

Long-lived real-estate documents are often amended. An easement may have been relocated. A declaration may have been modified to permit a new use. A reciprocal easement agreement may have changed approval rights or cost-sharing obligations. A restriction may have been partially released.

Reviewing the original instrument without reconciling the amendments can be as misleading as not reading the instrument at all. The operative question is not what the property was subject to when the development was created. It is what the property is subject to now.

12. What Should an Owner or Developer Be Asking?

Before acquiring, financing, leasing, or materially redeveloping commercial property, the owner should be able to answer practical questions such as:

- Do the deed and prior deeds contain reservations or exceptions that affect what is actually being acquired?
- What easements burden the property, and what easements benefit it?
- Is legal and practical access to the intended points of entry clear?

- Do recorded restrictions permit the contemplated use and development?
- Are parking, signage, utilities, drainage, and common-area rights adequate for the project?
- Do neighboring owners or other parties have approval, consent, or amendment rights?
- Are there reciprocal easement agreements, declarations, or maintenance agreements that impose continuing obligations or costs?
- Have all amendments, releases, assignments, and relocations been identified and reconciled?
- Does the survey accurately depict the recorded matters that can be located?
- Does the proposed site plan conflict with any easement, setback, restriction, or reserved right?
- Are mineral reservations or other severed interests material to the intended use or value?
- Are title-policy exceptions understood as business risks rather than merely accepted as closing paperwork?

13. The Business Lesson from Faith Ranch

Faith Ranch was a dispute about whether a 1953 mineral reservation included oil and gas. The Supreme Court resolved it by reading the actual reservation, as a whole, in context. More than 70 years after the deed was signed, those words still determined who owned valuable property rights.

Commercial real estate repeatedly presents the same underlying problem in different forms. The document that controls the next development may not be the purchase agreement being negotiated today. It may be an easement from 1987, a declaration from 1994, a deed restriction from 1962, or an amendment that no one on the current management team has ever read.

If a real-estate acquisition or development depends on access, parking, signage, a particular use, expansion rights, shared improvements, or the ability to build in a specific location, those assumptions should be tested against the recorded documents before the business commits substantial money to the project.

Find the document. Read the whole document. Put it on the survey. Then decide whether the property actually supports the deal.

This article is for general informational purposes only and does not constitute legal advice. Real-estate rights and restrictions depend on the particular deed, easement, declaration, reservation, amendment, survey, title materials, applicable law, and facts.