

What Does Your Reservation Clause Mean?

Locke Lord partner **Martin Gibson** (Austin) and associate **Kerstie Moran** (Houston) co-authored an article examining a decision by the San Antonio Fourth Court of Appeals in *Webb et al. v. Martinez* in a property dispute including reservations of a mineral estate.

The article was originally published by the **National Association Of Division Order Analysts**.

“This decision further emphasizes the importance of properly phrasing a reservation clause, as to avoid inadvertently granting an interest in a mineral estate. The *Webb* Court demonstrates the way in which courts consistently interpret grantor’s intent based on the plain language of the deed,” according to the authors.

The appellate court affirmed the trial court’s take-nothing summary judgment regarding a property dispute in favor of Martinez. Webb had owned the entire surface and 75% of the mineral estate. The remaining 25% of the mineral estate was owned by a third party. Webb agreed to sell the entire property to Martinez through a contract of sale. The 1998 deed included a reservation clause that was at the heart of the litigation.

[Read the article.](#)

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