

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
KENTUCKY, PADUCAH DIVISION

Vulcan Materials Company v. David W. Reed & The David W. Reed
Revocable Trust

Vulcan Materials · No. 5:24-cv-184-BJB · Decided March 30, 2026

SUMMARY

The United States District Court for the Western District of Kentucky grants the Reed defendants' motion for summary judgment and denies Vulcan Materials Company's motion. The court holds that the Reed Trust validly terminated a lease after Vulcan failed to make an annual rent payment and failed to cure within the contractual ten-day period following notice. The opinion does not resolve the defendants' counterclaim or remedial issues and directs the parties to submit status reports.

CASE DETAILS

COURT	United States District Court for the Western District of Kentucky, Paducah Division
JURISDICTION	United States District Court for the Western District of Kentucky, Paducah Division
DECIDED	March 30, 2026
DOCKET	5:24-cv-184-BJB
DISPOSITION	other
PROCEDURAL POSTURE	Cross-motions for summary judgment in Vulcan's breach-of-contract action seeking declaratory, injunctive, and monetary relief, with counterclaims by the defendants.
STANDARD OF REVIEW	The court evaluated each summary-judgment motion on its own merits and viewed all facts and inferences in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	unpublished district court opinion
PARTIES	Vulcan Materials Company v. David W. Reed, The David W. Reed Revocable Trust

TOPICS

breach of contract

contract interpretation

landlord tenant

commercial

remedies

PRACTICE AREAS

contract law

commercial real estate

landlord-tenant law

summary judgment

remedies

QUESTIONS PRESENTED

1. Whether the Reed Trust provided valid written notice of Vulcan's rent default and intent to terminate the lease.
2. Whether the November 8 email constituted sufficient notice under the lease despite being sent by the Trust's attorney, received by Vulcan's attorney, and not expressly using the words default or termination.
3. Whether Kentucky law required additional notice, demand, or equitable protection before termination of this commercial lease for nonpayment of rent.
4. Whether summary judgment was appropriate on the undisputed contract-law issues.

HOLDINGS

1. The November 8 email was notice from the Reed Trust because it was sent by the Trust's attorney in the context of the parties' established course of dealing and concerning the Trust's unpaid rent.
2. Notice was effective when actually received by Vulcan's attorney, even though it was not sent to the business address specified in the lease, because the lease made actual receipt an alternative to mailing.
3. The November 8 email satisfied the lease's notice-of-default requirement even though it did not use the formal terms 'default' or 'termination.'
4. Outside the narrow context of implied termination rights in certain oil-and-gas leases, Kentucky law does not impose additional notice-and-demand or equitable requirements when an express lease provision authorizes termination for nonpayment and the contractual notice conditions are satisfied.

KEY QUOTATIONS

“So this equitable argument fares no better than Vulcan’s doctrinal contentions: Vulcan and the Reed Trust agreed to a lease permitting termination upon default and ten days’ notice, Vulcan defaulted by not paying rent on time, and the Reed Trust terminated the lease after providing ten days’ notice.” (10)

“But equity ordinarily does not relieve parties from contractual provisions—however they might be characterized in hindsight—to which they’ve agreed.” (10)

FACTUAL BACKGROUND

Vulcan had mined limestone on property adjoining its quarry under a 2024 lease with David Reed and the Reed Revocable Trust. The lease required annual rent of \$75,000 commencing October 1 and permitted the Trust to terminate if Vulcan defaulted in payment and failed to cure within ten days after notice. Vulcan did not make the first payment, received an email from the Reeds' attorney concerning the missed payment on November 8, and did not pay within ten days. The Trust sent a termination notice on December 4; Vulcan attempted payment the next day, but the Trust rejected it and denied Vulcan access to the property.

PROCEDURAL HISTORY

Vulcan previously litigated with the Reeds over refusal to honor a lease option, and the parties settled that litigation by entering a new ten-year renewable lease. After the Reed Trust terminated the new lease for nonpayment of rent, Vulcan sued for breach of contract and related relief. The defendants asserted counterclaims, and both sides moved for summary judgment. The court granted the defendants' motion, denied Vulcan's motion, and directed the parties to file status reports concerning the remaining counterclaim and remedies.

DISPOSITION

other

REMAND INSTRUCTIONS

The court did not address the defendants' counterclaim or any remedies to which they might be entitled. The parties were ordered to confer in good faith and file joint or separate status reports concerning appropriate next steps within 45 days.

CASES CITED

- Westfield Insurance Co. v. Tech Dry, Inc., 336 F.3d 503, 506 (6th Cir. 2003)
- AnyConnect v. Williamsburg Place, 636 S.W.3d 556, 562-63 (Ky. Ct. App. 2021)
- Cumberland Valley Contractors v. Bell County Coal Corp., 238 S.W.3d 644, 650 (Ky. 2007)
- Schwartz Amusement Co. v. IOOF, Howard Lodge, No. 15, 128 S.W.2d 965, 968 (Ky. 1939)
- Sidney Coal Co., Inc. v. Thrift Bit Service, No. 2005-CA-628, 2006 WL 2578305, at *1 (Ky. Ct. App. Sept. 8, 2006)
- Clark v. Burden, 917 S.W.2d 574, 575 (Ky. 1996)
- Megson Farms v. Kentucky Training Center, No. 2023-CA-0215, 2024 WL 2869622, at *4 (Ky. Ct. App. June 7, 2024)
- Biddle v. Public Service Commission of Kentucky, 643 S.W.3d 83, 92 (Ky. Ct. App. 2021)
- Hogg v. Forsythe, 248 S.W. 1008, 1011 (Ky. 1923)
- Carrs Fork Corp. v. Kodak Min. Co., 809 S.W.2d 699, 702 (Ky. 1991)
- Whiteco. Industries v. Nickolick, 571 N.E.2d 1337, 1340 (Ind. App. 1991)
- Cameron v. Lebow, 338 S.W.2d 399, 404-05 (Ky. 1960)
- B & B Oil Co. v. Lane, 249 S.W.2d 705, 706 (Ky. 1952)
- Estes v. Gatliff, 163 S.W.2d 273, 276 (Ky. 1942)
- Leeper Oil Co. v. Rowland, 39 S.W.2d 486, 488-89 (Ky. 1931)
- Eichert v. Bargas, 51 Ky. 462, 465 (1851)
- Pettitte v. Smith, 87 S.W.2d 945, 945-46 (Ky. 1935)
- Stoll Oil Refining Company v. Pierce, 337 S.W.2d 263, 264-65 (Ky. 1960)
- Wender Blue Gem Coal Co. v. Louisville Prop. Co., 125 S.W. 732, 734-35 (Ky. 1910)
- Harrod Concrete and Stone Co. v. Crutcher, 458 S.W.3d 290, 297 (Ky. 2015)

