

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

FLORIDA ROCK INDUSTRIES, INC.,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION 13-0499-WS-B
)	
ESCAMBIA SAND & GRAVEL COMPANY, INC.,)	
)	
Defendant.)	

FINAL JUDGMENT

In accordance with the Order entered on this date, it is **ordered, adjudged and decreed** as follows:

1. Plaintiff, Florida Rock Industries, Inc., is entitled to no relief, and shall have and take nothing on, its claims for declaratory judgment asserted against defendant, Escambia Sand & Gravel Company, Inc., in this action;
2. All such claims are **denied** and the Amended Complaint is **dismissed with prejudice**;
3. Judgment is entered in favor of counter-plaintiff, Escambia Sand & Gravel Company, Inc., and against counter-defendant, Florida Rock Industries, Inc., on Escambia Sand’s Counterclaim for Declaratory Judgment;
4. The Court **declares** that, absent further amendment by the parties, the term of the subject Lease is 40 years from the original commencement date of September 14, 2005; and
5. The Court further **declares** that Florida Rock does not have the contractual right under the terms of the Lease, as amended, to terminate the Lease without cause after September 13, 2015, by furnishing 120 days’ written notice to Escambia Sand (although Florida Rock does have the right to terminate the Lease at any time on 120 days’ notice if, according to commonly recognized industry

standards, commercially mineable reserves of sand and gravel on the Leased Premises have been exhausted).

DONE and ORDERED this 6th day of June, 2014.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE