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Salem Volunteer Fire Department & Crawford Volunteer Fire Department

Fire Protection Services Agreement Documentation

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STATE OF ALABAMA

LEE COUNTY

This agreement entered into as of the 23rd day of December, 1992, by and between Salem Volunteer Fire Department, a volunteer fire department duly organized under the laws of the State of Alabama, (hereinafter called Salem), and Crawford Volunteer Fire Department, Inc., a volunteer fire department duly organized under the laws of the State of Alabama, (hereinafter called Crawford).

W I T N E S S E T H:

WHEREAS, Salem is authorized to provide fire protection in the Salem Fire District in Lee County, Alabama as defined by the Lee County Commission and Crawford provides fire protection in the Crawford Fire District in Russell County, Alabama as defined by the Russell County Commission, and

WHEREAS, in a certain area of the Salem Fire District bordering Russell County, Alabama, Crawford has been providing fire protection, with some residents of that area voluntarily paying a fire protection fee, and

WHEREAS, an election has been called to be held on January 26, 1993 in which the residents of the Salem Fire District will vote on whether or not to impose on themselves a financial charge for fire protection to be collected annually by the Tax Collector of Lee County, Alabama, and

WHEREAS, it is deemed by both parties hereto that it would be safer, more practical and more efficient for Crawford to continue to provide fire protection within that area of Lee County in which it now provides fire protection, and that in the event of an affirmative vote in said election a part of the proceeds of such financial charge should be used for expenses of Crawford.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Crawford shall continue to provide fire protection within that part of the Salem Fire District in Lee County, Alabama described as follows to wit:

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Beginning at the intersection of the Southerly boundary line of Lee County with the center line of Lee Road 179, run thence in a Westerly direction along the Southerly boundary line of Lee County to the center line of Lee Road 170; run thence in a Northerly direction along the center line of Lee Road 170 to its intersection with the center line of State Highway Number 169 (Crawford to provide fire protection on the East side of Lee Road 170); run thence in a Southeasterly direction along the center line of State Highway Number 169 to its intersection with Lee Road 240 (with Crawford to provide fire protection on the South side of State Highway Number 169); run thence in an Easterly and Southeasterly direction along the center line of Lee Road 240 to its intersection with the center line of Lee Road 179 (with Crawford to provide fire protection on both sides of Lee Road 240 and including Lee Roads 247, 831, 832 and 241 lying North of Lee Road 240 and roads leaving the said numbered Lee Roads, with Crawford to provide fire protection on both sides of all such roads); run thence in a generally Southerly direction along the center line of Lee Road 179 to the point of beginning (Crawford to provide fire protection on the West side of said Lee Road 179).

hereinafter called "area".

2. The cost to Crawford of furnishing fire protection within the area is deemed to be that amount of the fire protection financial charge collected for the Salem Fire District which is paid on account of structures within the area.

3. With the assistance of the Lee County Tax Assessor, the parties hereto will, in September of each year, determine what percentage of the fire protection financial charge assessed for the Salem Fire District is assessed on account of structures within the area, and within ten (10) days after receipt by Salem of any payment from the Lee County Tax Collector of the proceeds of fire protection financial charges, Salem will pay to Crawford the above determined percentage of such payment, as payment for fire protection within the area.

4. Crawford shall have the same authority for fire protection within the area as if the area were a part of the Crawford Fire District.

5. In providing fire protection within the area, Crawford is acting as an independent contractor, and Salem shall not be liable for any acts of Crawford within the area.

6. If the residents of the Salem Fire District vote not to impose a financial charge for fire protection within the district, all provisions of this contract will remain in force, except for division

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of proceeds of a financial charge, and if such financial charge should later be voted, the proceeds of such financial charge will be divided according to this agreement.

7. This agreement may be terminated at any time by written agreement of both parties.

8. This agreement constitutes the entire agreement of the parties and no statements, offers or agreements not set out herein shall be binding upon either party.

IN WITNESS WHEREOF, the parties here to have hereunto set their hands and seals as of the day and year first above written.

WITNESS TO BOTH SIGNATURES:

CRAWFORD VOLUNTEER FIRE DEPARTMENT, INC.

O. H. Baker

BY: W. Carl Jones, Jr.
CHIEF

Mose Johnson

BY: John Hagler
CHAIRMAN OF BOARD OF DIRECTORS

WITNESS TO BOTH SIGNATURES:

SALEM VOLUNTEER FIRE DEPARTMENT

Frank Taylor

BY: Paul D. McCauley
CHIEF

Eric Nimbrel

BY: Clifton R. Wilson
CHAIRMAN OF BOARD OF DIRECTORS

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CRAWFORD VOLUTEER FIRE DEPARTMENT

BOARD OF DIRECTORS

MINUTES OF THE MEETING

September 7, 2022

The Board of Directors meeting was called to order by Tim Jenkins, Chairman, on this the 7th day of September 2022. It was discussed to enter into a Memorandum of Understanding with Salem Volunteer Fire Department agreeing on the amount (percentage of total collected by Salem Volunteer Fire Department) of fire fees to be paid to Crawford Volunteer Fire Department, Inc. for a 3 year period ending September 30, 2025. Discussion of the matter was held and Hugh Clements made a motion to enter into a memorandum of understanding with Salem Volunteer Fire Department agreeing on the amount (percentage of total collected by Salem Volunteer Fire Department) of fire fees to be paid to Crawford Volunteer Fire Department, Inc. for a 3 year period ending September 30, 2025 and that Tim Jenkins and Kyle Butler sign the memorandum of understand as agents of Crawford Volunteer Fire Department, Inc. The motion was seconded by Joe Kerr. A vote was taken and approved by a majority vote of the members present . No further business was discussed at this time. A motion was made to adjourn by Jim Monk and seconded by Brandi Clines. A majority voted to adjourn and the meeting was adjourned.

SECRETARY

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STATE OF ALABAMA)

) MEMORANDIUM OF UNDERSTANDING

COUNTY OF LEE)

MEMORANDIUM OF UNDERSTANDING REGARDING THE AMOUNT OF FIRE FEES OWED TO CRAWFORD VOLUNTEER FIRE DEPARTMENT, INC. BY SALEM VOLUNTEER FIRE DEPT.

The parties agree that this memorandum in no way effects the contract between the two parties hereby attached as exhibit "A" but simply full fills the contract requirement that the amounts owed to Crawford Volunteer Fire Department, Inc. herein after CVFD by Salem Volunteer Fire Department herein after SVFD is to be determined each year. Any disputes or claims concerning payments, or lack thereof, regarding years prior to the current date are hereby released and nullified by all parties. In order to set the amount due to CVFD the parties have agreed to the following amounts for each year for the next three years.

Dates of collection	Amount due to CVFD
10/1/2022 thru 9/30/2023	39.23% of the total amount collected by SVFD
10/1/2023 thru 9/30/2024	39.73% of the total amount collected by SVFD
10/1/2024 thru 9/30/2025	40.23% of the total amount collected by SVFD

The total amount of monies referred to above is the total amount of fire fees received by SVFD from the Lee County Revenue Commissioners office and/or Lee County Commissioners office. Once again, the parties agree that this in no way effects the attached exhibit "A". It is the intent for this memorandum to be binding on both the CVFD and SVFD their heirs, assigns and

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successors. The parties agree at the end of the three years to reevaluate the amounts owed by SVFD to CVFD. By signing this memorandum, the agents for both parties acknowledge that they have been authorized by their respective Board of Directors to sign the memorandum. The agents agree to present to each other a copy of the minutes Board of Directors approval for them to act as their respective agent in signing this memorandum. The authorized agents set their hand and seal to this memorandum on this the 26th day of September 2022.

Authorized Agent for
Salem Volunteer Fire Department

Authorized Agent for
Crawford Volunteer Fire Department, Inc

Authorized Agent for
Salem Volunteer Fire Department

Authorized Agent for
Crawford Volunteer Fire Department, Inc

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Salem Volunteer Fire and Rescue

P.O. Box 125, Salem, AL 36874

May 12, 2025

Crawford Volunteer Fire Department

Tim Jenkins, and the Board of Directors

38 Flournoy Road, Salem, AL 36874

Gentlemen:

This communication is to bring to your attention matters that we, the Board of Directors of the Salem Volunteer Fire and Rescue (hereinafter "Salem") believe should be addressed by and between us and you, the officers and directors of the Crawford Volunteer Fire Department, Inc., (hereinafter "Crawford").

As you know, our two organizations entered into a written agreement on the 23rd day of December 1992 (hereinafter "Agreement"), wherein Crawford agreed to provide fire protection services and answer calls in a defined geographical area of Lee county within Salem's fire district, in exchange for Salem remitting to Crawford the appropriate corresponding portion of the fees generated from the residents of Lee county for fire protection. Thereafter the two organizations entered into a successive Memorandum of Understanding – as contemplated in the Agreement – setting forth the annually adjusted amounts of monies to be paid Crawford. This operating structure has worked well for over thirty years.

While Salem has at all times performed its obligations under the Agreement and Memorandum of Understanding, it has come to our attention that calls for service in the defined area are not being answered by Crawford, and this is a problem that has increased in frequency over the last months and years. This inaction on Crawford's part constitutes a breach by Crawford of its obligations under the Agreement of 1992. This breach has resulted in Salem being called upon to answer calls that Salem is paying Crawford to answer. This situation cannot continue.

As you are aware, the Memorandum of Understanding expires in less than five months, on September 30, 2025. Salem has no intention of entering into a new Memorandum of Understanding, with regard to monies to be paid by Salem to Crawford, so long as Crawford is failing to uphold its responsibilities as set out in the 1992 Agreement. As such, Salem is hereby notifying Crawford of this breach and calling upon Crawford to remedy the breach immediately.

Please respond within 50 days to let us know what Crawford's intentions are with regard to addressing this matter.

Sincerely,

Arvie E. Marshall , "President" of the SVFR Board

Mark Sullwell, Chief, SVFR

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Crawford Volunteer Fire Department
Alabama Highway 169 South
Phenix City Alabama 36869

June 16, 2025

Salem Volunteer Fire and Rescue
P.O. Box 125
Salem, Alabama 36874

To whom it may concern:

I hope this letter finds you and our fellow volunteer firefighter's doing well. I am writing in response to your letter dated on May 12th, 2025 I appreciate your communication regarding Fire Fees.

In response to your letter, we would like to provide the following key points in the matter:

1. The Agreement is to provide fire protection. Please refer to the contract dated the 23rd day of September 1992. Which clearly states the contract is only for Fire protection services only.
2. Bill is to provide fire protection, fire prevention and related services. EMS services for the area are contracted through an agreement between East Alabama Medical Center EMS and Lee County Commission. To say that the Bill requires medical services is not a true statement and would violate section 22-18-40 through section 22-18-44 of the Alabama Code which requires you to provide medical treatment and transportation of patients at all times this is impossible for any Volunteer Fire Department. It says nothing about contracting these services.
3. The Contract was for Salem to pay CVFD the amount collected for the structures in the area under contract. From the 1st year until beginning on October 1, 2022, Salem only paid CVFD 25% of the funds collected by Salem. This 25% figure was never agreed upon by Crawford and Salem never provided CVFD as to how this 25% was determined therefore Salem was in breach of the contract from 1993 through September 30, 2022. This underpayment is estimated to be approximately $255,000. (We did agree to forgo this underpayment but wanted to put the figure out so Salem would know how much Salem short paid CVFD since 1993).
4. Crawford is diligently trying to recruit new volunteers and has picked up 2 new volunteers in the last month, but it takes time to get them adequately trained.

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5. Crawford and Salem have a mutual aid agreement to cover the calls that CVFD is unable to answer. Dissolution of this agreement would create extreme increases in insurance cost for the entire area including most of what you now cover.
6. The mutually agreed upon rate between Salem and CVFD as evidenced by the MOU dated September 26, 2022, effective for the period October 1, 2022, through September 30, 2025, is a discounted rate in order to provide Salem with some compensation for responding to the calls CVFD is unable to respond to. This discount amounts to between an estimated amount of $3,500-$4,500 annually. Which should cover any cost to the Salem Volunteer Fire Department.
7. Ladies And Gentlemen this mutual aid agreement has long been in effect and has benefited a lot of Lee County Citizens not to mention the fire fighters themselves. Please think about the citizens and not merely revenue. Volunteer Fire Departments should be our form of showing our Christian beliefs and not arguing over who is going to help someone or who gets paid to do so remember that the good Samaritan law is Biblical in nature and every one should seek to be like Jesus Christ himself.

It is important for us to address the matters you raised and to ensure that we are aligned in our future endeavors. I would like to confirm that mention any specific details or actions you propose, and I believe this will help us meet our shared objectives.

Please let me know a convenient time for us to discuss this further, or if you prefer, I can provide additional information in writing. Thank you for your attention to this matter, and I look forward to your response.

Sincerely,

Tim Jenkins
Chief & Chairman of Board

Kyle Butler
Secretary

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Davidson, Davidson, Umbach & Forbus, LLC

ATTORNEYS AT LAW

Patrick C. Davidson
Kelly Gallops Davidson
Jason A. Forbus
Arnold W. Umbach, Jr. (1942-2020)
OF COUNSEL:
Russell K. Bush

Paul Clark
Stephen L. Clay
Justin Clark
David B. Wisdom, Jr.

Email: Russell@DavidsonUmbach.com

August 29, 2025

Crawford Volunteer Fire Department
c/o Tim Jenkins, Chief and Chairman of the Board
6 Alabama Highway 169 South
Phenix City, AL 36869

RE: Termination of the 12/23/1992 Agreement between Salem VFD and Crawford VFD

Dear Mr. Jenkins:

Our firm has been engaged to represent the Salem Volunteer Fire Department. With regard to the matters discussed herein, please direct any future correspondence to me. As you might expect, I am aware of the recent letters that have been exchanged between you and Mr. Arvle Marshall, and the facts underlying each side's stated position.

Over the course of recent time, the Board and members of the Salem Volunteer Fire Department have collectively come to the conclusion that the Agreement entered into between the two volunteer fire departments on December 23rd, 1992 no longer represents the best interests of the Salem Volunteer Fire Department, nor the affected residents of Lee County referenced in said Agreement.

The Board of Directors of the Salem Volunteer Fire Department met last night, with all members present, and voted unanimously to terminate the 12/23/1992 Agreement, effective September 30, 2025 at midnight. (That day and time also reflects the expiration of the current Memorandum of Understanding between the parties dated September 26, 2022.) This letter is to notify the Crawford Volunteer Fire Department of that decision and vote.

Beginning October 1, 2025, the Salem Volunteer Fire Department will handle all calls within the affected area of Lee County described in the 12/23/1992 Agreement, and in advance of that date, the 911 officials will be notified of that change.

DAVIDSON
DAVIDSON
UMBACH
FORBUS

310 Samford Village Ct. Suite 200 • Auburn, Alabama 36830
P: 334.501.2985 • F: 334.501.7656 • davidsonumbach.com

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It is my understanding that all relevant 2025 Lee County Fire Protection fees owing to the Crawford Volunteer Fire Department pursuant to the 12/23/1992 Agreement and the 09/26/2022 Memorandum of Understanding have been paid by Salem VFD to Crawford VFD. Effective October 1, 2025, no further Lee County Fire Protection fees assessed from Lee County residents and businesses within the affected area will be paid by Salem VFD to Crawford VFD for fire protection services.

The decision of the Board of the Salem Volunteer Fire Department to terminate this 1992 Agreement between Salem VFD and Crawford VFD in no way affects the Mutual Aid Agreement which covers all volunteer fire departments in Lee County. Salem VFD will continue its long standing practice of rendering aid to nearby volunteer fire departments for fires occurring in their districts-and outside of Salem VFD's service area/fire district. We know Crawford VFD will do the same, and Salem VFD looks forward to a future of cooperation in protecting our communities.

Sincerely,

Russell K. Bush

RKB

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Crawford Volunteer Fire Department, Inc.
#6 Highway 169 South
Phenix City, Alabama 36869
(334) 214-9990

September 22, 2025

Honorable Russell K. Bush, Esq.
Davidson, Davidson, Umbach & Forbus, LLC
310 Samford Village Ct, Suite 200
Auburn, Alabama 36830

RE: Response to Termination Notice of 12/23/1992 Agreement

Dear Mr. Bush:

Crawford Volunteer Fire Department, Inc. is in receipt of your letter dated August 29, 2025, regarding Salem Volunteer Fire Department's unilateral decision to terminate the December 23, 1992 Agreement between our departments.

Crawford VFD does not agree to terminate the 1992 Agreement.

The original Agreement between Salem VFD and Crawford VFD, which your client references, clearly states in Section 7: "This agreement may be terminated at any time by **written agreement of both parties**" (emphasis added). Salem VFD's unilateral decision to terminate this agreement constitutes a material breach of contract, as termination explicitly requires the written consent of both parties.

Crawford VFD has acted in good faith to fulfill all obligations under both the original 1992 Agreement and the September 26, 2022, Memorandum of Understanding regarding fire protection fees. We have provided fire protection services in good faith and in accordance with all terms of these agreements to include the Mutual Aid Agreement.

Crawford VFD's Position Moving Forward:

1. **Continued Service**: Crawford VFD will continue to respond when dispatched by Lee County 911 within our capabilities and availability, as we have always done in service to our community.
2. **Mutual Aid**: We will continue to request and provide mutual aid assistance when needed, consistent with our longstanding practice of cooperation with neighboring fire departments.
3. **Legal Rights Reserved**: Crawford VFD reserves all legal rights under the 1992 Agreement and may pursue appropriate legal remedies for Salem VFD's breach of contract.
4. **Community Safety Priority**: Despite this disagreement, Crawford VFD remains committed to protecting the residents and property within our service area and will not allow this dispute to compromise public safety.

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Crawford Volunteer Fire Department, Inc.
#6 Highway 169 South
Phenix City, Alabama 36869
(334) 214-9990

We respectfully request that Salem VFD honor the terms of the existing Agreement and work collaboratively to resolve any concerns through proper channels rather than unilateral action.

We look forward to resolving this matter in a manner that best serves the residents of Lee County.

Sincerely,

Tim Jenkins
Chief/Chairman of the Board
Crawford Volunteer Fire Department, Inc.

CC:

Lee County E911
Lee County Commission

Lee County Sheriff's Office

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Outlook

Fire Protection Services for Districts 3, 4 & 5 - Crawford VFD Service Agreement

From Kyle Butler <Kyle.Butler@crawfordfire.net>
Date Fri 9/26/2025 10:39 AM
To district1@leeco.us <district1@leeco.us>; district2@leeco.us <district2@leeco.us>; district3@leeco.us <district3@leeco.us>; district4@leeco.us <district4@leeco.us>; district5@leeco.us <district5@leeco.us>
Cc Timothy Jenkins <timothy_110@msn.com>; Kyle Butler <Kyle.Butler@crawfordfire.net>

1 attachment (593 KB)
CVFD Service Agreement & Documents.pdf;

Dear Lee County Commissioners,

I am writing to bring to your attention a critical matter affecting fire protection services for residents in Districts 4 and 5, and to request the County's assistance in resolving this situation.

Background

Crawford Volunteer Fire Department (CVFD) has maintained a service agreement with Salem Volunteer Fire Department since 1992 to provide fire protection services within the district outlined in the original agreement. This longstanding partnership has served our communities well for over three decades.

On September 22, 2022, both departments signed a Memorandum of Understanding to establish a three-year payment schedule, gradually increasing the annual fees paid to CVFD. This MOU specifically stated that "this memorandum in no way effects the contract between the two parties hereby attached as exhibit 'A'" - referring to the original 1992 Agreement. The MOU was designed to determine annual payment amounts more fairly based on structures within the service area.

Current Situation

On August 29, 2025, we received correspondence from the law firm Davidson, Davidson, Umbach & Forbus stating that the Salem VFD board voted unanimously to terminate the December 23, 1992 Agreement, effective September 30, 2025. This termination notice also indicates that Salem VFD will cease paying Crawford VFD the fire protection fees as of October 1, 2025, and that Salem VFD will handle all calls within the affected area beginning October 1, 2025.

Critical Legal Issue: The original 1992 Agreement clearly states in Section 7 that "This agreement may be terminated at any time by written agreement of both parties" (emphasis added). Salem VFD's unilateral decision to terminate constitutes a material breach of contract, as termination explicitly requires the written consent of both parties. Crawford VFD does not agree to this termination.

Crawford VFD has acted in good faith to fulfill all obligations under both the original 1992 Agreement and the September 26, 2022 Memorandum of Understanding regarding fire protection fees. We have provided fire protection services in good faith and in accordance with all terms of these agreements, including the Mutual Aid Agreement.

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Salem VFD's alleged reason for termination - claiming Crawford VFD has not answered all calls for service - fails to acknowledge that:

1. A mutual aid agreement is currently in place specifically to address scenarios when departments cannot respond
2. No volunteer fire department in Lee County can claim to answer 100% of their dispatched calls
3. This is an inherent challenge faced by all volunteer departments
4. Crawford VFD has consistently provided services within our capabilities and availability, as we have always done in service to our community

Impact on Citizens

The termination of this agreement would have severe consequences for residents in Districts 3, 4 and 5:

- **Insurance Rating Impact**: Currently, Crawford VFD maintains an ISO 4/4X rating. If this contract is canceled, residents will no longer have a fire station within the required 5-mile radius for favorable ISO ratings
- **Potential ISO 9 Rating**: Without proper fire protection coverage, the district could see ISO ratings increase to 9
- **Insurance Cost Increases**: This change could potentially double homeowners insurance rates for affected residents

Requests to the County Commission

Crawford VFD respectfully requests that Lee County consider the following actions:

1. **Establish Permanent Fire Protection District**: Make the Crawford district outlined in the original 1992 agreement (which includes detailed geographical boundaries described in the Agreement) a permanent fire district served by Crawford VFD, ensuring continued professional fire protection services for these communities
2. **Hold Disputed Funds**: Withhold any Lee County fire protection fees currently payable to Salem VFD until this contractual dispute is properly resolved through appropriate legal channels
3. **County Mediation**: We request the County's assistance in mediating this dispute, as this involves public safety services funded by county residents' tax dollars

Our Commitment

Regardless of this contractual dispute, Crawford VFD remains committed to serving the citizens of Lee County. We will continue to respond to calls and provide fire protection services to our community during this resolution process. As stated in our September 22, 2025 response to Salem VFD's attorneys, we have reserved all legal rights under the 1992 Agreement and may pursue appropriate legal remedies for Salem VFD's breach of contract, but our priority remains protecting the residents and property within our service area without allowing this dispute to compromise public safety.

Conclusion

This situation directly impacts the safety and financial well-being of residents in Districts 3, 4 and 5. We believe that canceling this long-standing service agreement is not in the best interest of our citizens and urges the County Commission to take action to protect these communities.

We would welcome the opportunity to discuss this matter further and provide any additional documentation you may require. Thank you for your time and consideration of this urgent matter.

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Respectfully,

Kyle Butler

Lee County Resident

Sectary of the Board of Directors CVFD

706-573-1629

Attachments:

- Original 1992 Service Agreement (December 23, 1992)
- 2022 Memorandum of Understanding (September 26, 2022)
- Letter from Davidson, Davidson, Umbach & Forbus (August 29, 2025)
- Crawford VFD Response to Termination Notice (September 22, 2025)
- Supporting documentation regarding ISO ratings and mutual aid agreements

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THIS INSTRUMENT PREPARED BY:
BUSTER LANDREAU
ATTORNEY AT LAW
P. O. BOX 837
PHENIX CITY, ALABAMA 36868-0837

WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF ~~RUSSELL~~ Lee)

KNOW ALL MEN BY THESE PRESENTS, That ROY EDWARD CORBITT & wife, EFFIE JEAN CORBITT who certifies this is not their homestead, the Grantors executing this conveyance, for and in consideration of the sum of Ten Dollars ($10.00) and Other Valuable Considerations, to said Grantors is hand paid by CRAWFORD VOLUNTEER FIRE DEPARTMENT, an Alabama Corporation, Grantees in this conveyance, the receipt whereof is hereby acknowledged, has this day bargained, sold, conveyed, and do by these presents bargain, sell, and convey to the said Grantees the following described tract or parcel of land, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, Township 18 North, Range 28 East, Lee County, Alabama. Run thence North 89 degrees, 15 minutes West a distance of 151.86 feet to a point lying on the Southwesterly ROW of Alabama Highway #169, run thence North 37 degrees, 31 minutes, 41 seconds West along said Southwesterly ROW line a distance of 475.00 feet to the Point of Beginning of the parcel to be herein conveyed.

From said Point of Beginning, run thence South 52 degrees, 28 minutes, 19 seconds West a distance of 150.00 feet to a point; run thence North 37 degrees, 31 minutes, 41 seconds West a distance of 150.00 feet to a point; run thence North 52 degrees, 28 minutes, 19 seconds East a distance of 150.00 feet to a point lying on the Southwesterly ROW line of said Alabama Highway #169; run thence South 37 degrees, 31 minutes, 41 seconds East along said Southwesterly ROW line of Alabama Highway #169 a distance of 150.00 to the Point of Beginning.

Said tract containing 0.517 acres more or less and lying in Section 33, Township 18 North, Range 28 East, Lee County, Alabama.

SPECIAL PROVISIONS:

If Crawford Volunteer Fire Department, Inc., ceases to utilize land for fire department purposes, then land shall revert to seller with the Fire Department to have 90 days to remove buildings

TO HAVE AND TO HOLD unto the said Grantees, or her heirs, executors, administrators, successors and assigns forever in fee simple. And said Grantors hereby covenants with the said Grantees that said Grantors are seized in the fee of the aforesaid premises, and have the right to sell and convey the same, and said Grantors do hereby warrant the title to the aforesaid premises, and agree to defend the same from lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said Grantors hereunto set their hand and seal this 18th day of Feb., 1997.

THIS INSTRUMENT PREPARED BY THE FIRM OF
BUSTER LANDREAU
ATTORNEY AT LAW
P.O. BOX 837
PHENIX CITY, ALABAMA 36868-0837

Roy Edward Corbitt
ROY EDWARD CORBITT

Effie Jean Corbitt
EFFIE JEAN CORBITT

GRANTEE'S ADDRESS:
4 Highway 169 South
PHENIX CITY, AL 36869

GRANTOR'S ADDRESS:
P.O. Box 10000
TUSKEGEE, AL 36083

STATE OF Al.,

COUNTY OF Macon;

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021928
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROY EDWARD CORBITT & wife, EFFIE JEAN CORBITT, whose names are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day, that being informed of the contents thereof, they voluntarily executed the same on the day of its date.

Given under my hand and seal this the 18 day of Feb., 1997.

Term expires
7/31/00

Effie Jean L. Corbitt
Notary Public

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