

ARTICLE 4, CHAPTER 15, TITLE 9 CODE OF ALABAMA DISCLOSURE

February 5, 2026

Pursuant to *Ala. Code* § 9-15-100, the Alabama Department of Corrections (“Department”) makes the following disclosure in reference to the purchase approximately 33.12 acres of real property in Elmore County, Alabama, more specifically identified by the real property description set forth in the attached Purchase and Sale Agreement:

1. Appraisal Information:
 - a. Property Identification: Portion of Parcel # 15-01-02-0-001-001.000
 - b. Appraiser Identification: Integra Realty Resources
 - c. Date of Appraisal: August 9, 2024
 - d. Appraised Value: \$175,000
2. Contracts: See attached Purchase and Sale Agreement.
3. Terms of Purchase: See attached Purchase and Sale Agreement.
4. Source of Funds Used in the Purchase: ADOC General Fund Appropriations.
5. Any Other Related Materials: A NEPA Phase 1 Assessment of the real property was conducted.

This report is made available to the public via publication on the Department’s website in a manner conspicuous to the public.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 24th day of July 2025 by and between Heirs of J. W. Hassey ("**Seller**") and the Alabama Department of Corrections ("**Buyer**").

WHEREAS, Seller owns that certain real property commonly referred to as vacant land located at 2222 Alabama Highway 143 lying and being in Elmore, County of Montgomery, Alabama, as more particularly described on Exhibit A attached hereto, together with any and all improvements located thereon and all right, title, and interest of Seller in and to any and all easements, rights of way, privileges, appurtenances, and rights of same belonging to, and inuring thereto (the "**Property**"). The legal description of the Property is subject to verification by the Title Company.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale of Property**

- (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions set forth in this Agreement, the Property. Property address is: 2222 Alabama Highway 143, Elmore, Elmore County, Alabama and being a portion of Tax Parcel 15-01-02-0-001-001.000 and further described in Exhibit A.
- (b) The purchase price for the Property shall be equal to One Hundred Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$187,500.00) ("**Purchase Price**"). The Purchase Price shall be payable as follows:
 - (i) As used in this Agreement the term "**Effective Date**" shall mean the date that this Agreement is signed by both parties.
 - (ii) At Closing, Buyer shall pay Seller the balance of the Purchase Price, subject to the adjustments set forth in this Agreement.
 - (iii) All payments shall be made by immediately available funds to Seller.
- (c) The Closing will be handled by the Title Company (the "**Closing Agent**") and shall take place pursuant to a commercially reasonable escrow arrangement. The Closing Agent shall be responsible for preparing a closing checklist no later than five (5) days after the expiration of the Due Diligence Period, a settlement statement for the review and approval of the parties, receiving the Purchase Price proceeds, disbursing the Purchase Price proceeds, causing all documents to be recorded and otherwise conducting the Closing. The "**Closing Date**" for this transaction will occur within thirty (30) days after the expiration of the Due Diligence Period.
- (d) On the Closing Date, Seller shall deliver to Buyer (i) a duly executed and acknowledged statutory warranty deed ("**Deed**") conveying title to the Property; (ii) a title affidavit sufficient to enable the Title Company to issue a policy of title insurance without

standard exceptions and in form and substance reasonably satisfactory to Seller; and (iii) such other documents or certificates as Title Company reasonably requests to effect the Closing and transfer of title to the Property as described herein.

2. **Title Contingencies.**

- (a) Buyer shall, at Buyer's expense, obtain a title insurance commitment issued by the Title Company committing to insure good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and conditions not acceptable to Buyer, in its reasonable discretion, except as otherwise may be specified in this Agreement.
- (b) In the event title is not found by Buyer's attorney to be good and marketable, the Buyer's objections to title shall be specified in writing and delivered to Seller within forty-five (45) days following the Effective Date ("**Title Objection Notice**"), and Seller shall notify Buyer, within seven (7) days after its receipt of the Title Objection Notice, whether or not Seller will cure the objectionable title matters specified therein ("**Seller's Cure Notice**"). If Seller is unable or unwilling, in its sole discretion, to eliminate or cure all such objectionable title matters, or to make arrangements satisfactory to Buyer, in its reasonable discretion, to have all such matters eliminated or cured prior to Closing, and provided that Buyer shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed "**Permitted Exceptions**"), Buyer shall have the right, at its option, to terminate this Agreement within seven (7) days after Buyer's receipt of Seller's Cure Notice by delivering written notice thereof to Seller, and all liability by reason of this Agreement shall cease except such liability as expressly survives termination. If Buyer does not terminate this Agreement within seven (7) days after Buyer's receipt of Seller's Cure Notice, such title objections shall be deemed Permitted Exceptions. Furthermore, if Buyer does not deliver the Title Objection Notice to Seller within the fifteen (15) day time period referenced above, then Buyer will be deemed to have approved Seller's title to the Property, and all title exceptions shall be deemed Permitted Exceptions.
- (c) Notwithstanding the provisions of Section 2(b) above, the term "Permitted Exceptions" shall not include, and Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

3. **Due Diligence Period.**

- (a) Buyer shall have seventy-five (75) days after the Effective Date ("**Due Diligence Period**") to complete any investigation reasonably necessary to permit Buyer to determine that the Property is in a condition satisfactory to Buyer, in its sole judgment, and in compliance with any and all environmental laws and ordinances, including a Phase I environmental study. Notwithstanding the foregoing, Seller must approve in advance, which approval shall not be unreasonably withheld or delayed, any sampling, subsurface drilling, testing or excavation on the Property. Throughout the Due Diligence Period, Buyer may enter upon the Property at times approved by the Seller during Seller's normal business hours upon providing not less than twenty-four (24) hours' advance notice to Seller in connection with Buyer's inspection of the Property.
- (b) If Buyer does not deliver a written termination notice to Seller prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be conclusively presumed to have been satisfied or waived, and Buyer shall be bound to close as provided in this Agreement. If Buyer does send a written termination notice to Seller prior to the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated except such liability as expressly survives termination.
- (c) All entries, analyses, inspections, and testing shall be conducted at Buyer's sole risk and expense. Buyer shall restore the Property to its condition immediately prior to Buyer's entry.
- (d) Buyer shall maintain and cause any of its representatives or agents conducting any inspections to maintain and have in effect commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage.
- (e) Buyer acknowledges that, prior to Closing, any information not otherwise known to the public obtained by Buyer in the conduct of its due diligence shall be treated as confidential and shall be used only to evaluate the acquisition of the Property from Seller and, in such connection, may be provided only to Buyer's professional consultants, potential lenders and investors, and lawyers. The provisions of this Section 3(e) shall survive any termination of this Agreement.
- (f) Buyer shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Buyer or its representatives, agents or contractors. If any such lien is filed against the Property, Buyer shall cause the lien to be discharged of record or bonded within thirty (30) days after notice to Buyer of the filing of any such lien. The provisions of this Section 3(f) shall survive any termination of this Agreement.
- (g) Seller shall within five (5) business days following the Effective Date, deliver to Buyer any information in the Seller's possession related to the physical and environmental condition or use of the property, including but not limited to all property data, appraisals, studies, plans, leases, reports, tests, and surveys or other related information.
- (h) Buyer shall promptly provide Seller with copies of any environmental reports obtained by Buyer pursuant to this Section 3. In addition, if this Agreement terminates for any reason other than Seller's default, then Buyer shall, if Seller so requests, provide to Seller, at no

cost or expense to Seller and as soon as reasonably practicable after such termination, all documents, studies, surveys, analyses, information, audits, data and reports in Buyer's possession or control that were prepared by, or obtained from, third parties and based upon any tests and inspections and other work performed pursuant to this Section 3.

4. **As Is Condition.** Except as otherwise expressly provided in this Agreement, Buyer agrees to accept possession of the Property on the Closing Date in its "As-Is, Where-Is" condition without any covenants, warranties, representations, or agreements. Seller agrees that it shall be fully responsible for the removal of any hazardous waste materials and any required site remediation related to the previous use of the property by Seller. This provision shall survive Closing and the transfer of title.
5. **Costs/Closing Credit.** Buyer shall pay all fees associated with the preparation of any title commitment, as well as the premium for a standard owner's policy of title insurance, any additional premium required for an ALTA extended owner's policy of title insurance, and the cost of any endorsements requested by Buyer. Buyer shall also pay for all fees incurred for recording the Deed and any state and local transfer, conveyance and recordation taxes and fees. Each party shall pay its own attorneys' fees.
6. **Buyer's Certificate.** Buyer hereby makes the following representations to Seller:
 - (a) Buyer is a governmental entity duly organized, validly existing and in good standing under the laws of the State of Alabama.
 - (b) Buyer has the full power, authority, and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.
7. **Seller's Certificate.** Seller hereby makes the following representations to Buyer:
 - (a) Seller are individual heirs of J W Hassey and are residents of the State of Alabama.
 - (b) Seller has the full power, authority, and legal right to execute and deliver this Agreement and consummate the transactions and perform its obligations as contemplated herein.
 - (c) Seller is not a foreign person and is a "United States Person" as term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.
 - (d) Seller affirms, for the duration of this Agreement, that it will not violate federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
8. **Assignment.** Neither party may assign its rights and obligations hereunder without obtaining the prior written consent of the other party. No assignor shall be released from any of its obligations or liabilities under this Agreement. Notwithstanding, Buyer shall have the right to assign its rights and obligations, or any part thereof, to any State of Alabama agency, board, bureau, or commission.

9. **Notices.** All notices or tender required or permitted herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by written notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

If to Seller: Heirs of J. W. Hassey
Attn: Floyd Weatherbee
2222 Alabama Highway 143
Elmore, Al 36025
floydweatherbee@gmail.com

If to Buyer: Alabama Department of Corrections
301 South Perry Street
Montgomery, Alabama 36104
Attn: Carrie McCollum
Carrie.McCollum@doc.alabama.gov

With a copy to: Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Montgomery, Alabama 36104
Attn: B. Saxon Main, Esq.
smain@ball-ball.com

Any such notice or communication shall be sufficient if sent (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by hand delivery; (iii) by overnight courier service; or (iv) by telecopy or email, with an original by first class mail. Any such notice or communication shall be effective when delivered to the recipient or upon refusal of such delivery.

10. **Broker's Commission.** Buyer and Seller each would represent to the other party that it has not engaged or contacted a real estate broker other than ___N/A___ who represents the Seller, and ___N/A___, who represents the Buyer. Each Party hereby warrants and represents to each other that no other person or entity, outside of those listed above, can properly claim a right to a commission, broker's fee, or other compensation based on contracts or understandings between Parties. Seller agrees to indemnify and hold harmless the Buyer from any claim, demand, cost, or liability, including, without limitation, attorney's fees and expenses, asserted by any party pertaining to commissions.
11. **Casualty Loss.** As used herein, the term "Casualty Loss" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or under the right of eminent domain, of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Buyer written notice ("Casualty Notice") of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of \$100,000.00. Buyer shall have the option, which must be exercised within thirty (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, all rights, duties, obligations, and liabilities created hereunder shall cease except such liability as expressly survives termination. If Buyer proceeds with Closing, whether or not the Casualty Loss exceeds \$100,000.00, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller

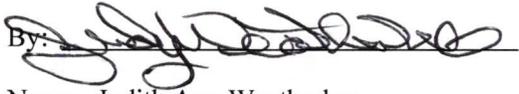
shall at times keep the Property insured for the full insurable value thereof. The terms and provisions of this Section 16 shall survive the Closing.

14. **Remedies.** Buyer must provide written notice to Seller if the Seller fails to perform any of Seller's material obligations under this Agreement. If the same continues until the earlier of (a) the Closing Date or (b) five (5) business days after Seller's receipt of written notice from Buyer, Buyer may, as Buyer's sole remedy for Seller's failure to perform, either (i) cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in (a) and (b) above, or (ii) bring an action for specific performance of this Agreement. Likewise, Seller must provide written notice to Buyer if the Buyer fails to perform any of Buyer's material obligations under this Agreement. If the same continues until the earlier of (a) the Closing Date or (b) five (5) business days after Buyer's receipt of written notice from Seller, Seller may, as Seller's sole remedy for Buyer's failure to perform, either (i) cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in (a) and (b) above or (ii) bring an action for specific performance of this Agreement.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Alabama.
16. **Counterparts.** This Agreement may be executed in counterparts and transmitted by mail, email, or facsimile by and to each of the Parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.
17. **Non-Disclosure.** The Parties hereby covenant and agree that it will use reasonable efforts, acting in good faith, not to disclose or permit the disclosure of the existence or the terms of this Agreement, or the transactions contemplated herein, to any other person, without the other Party's consent; provided, however, Buyer may disclose this Agreement and the transactions contemplated herein to Buyer's attorneys, consultants or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Agreement and the transactions contemplated herein to Seller's attorneys or as required by law or by any governmental agency, or reasonably believed by Seller's attorneys to be required by law.
18. **Applicable Time Periods.** In the event that any time period set forth in this Agreement would expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next business day.
19. **Miscellaneous.** It is agreed that time is of the essence for each of the obligations of Buyer and Seller hereunder. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
20. **Complete Agreement and Amendments.** This Agreement, including any exhibits, contains the entire agreement of the Parties. This Agreement supersedes any and all prior agreements between the Parties regarding the Property. This Agreement may not be modified or terminated orally by either party. This Agreement may only be amended in writing and upon execution by all Parties.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER: Estate of J.W. Hassey

BUYER: ALABAMA DEPARTMENT OF CORRECTIONS

By: 

Name: Judith Ann Weatherbee

Its: Sole Heir

Date: 7/23/25

By: 

Name: John Hamm

Its: Commissioner

Date: 7.28.2025

EXHIBIT A

Legal Description of Property

STATE OF ALABAMA
ELMORE COUNTY

BEGIN AT A FOUND 6" x 6" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 2, T-18-N, R-17-E, ELMORE COUNTY, ALABAMA; SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO THE STATE OF ALABAMA AND RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN DEED BOOK 9 PAGE 228 (TAX PARCEL IS 15-01-01-0-001-003.000); THENCE FROM SAID POINT OF BEGINNING, RUN ALONG THE WEST LINE OF SAID PARCEL, S 00°02'31" W, 812.39 FEET TO A SET GMC CAPPED REBAR (#CA001196LS); THENCE LEAVING SAID WEST LINE OF THE STATE OF ALABAMA PARCEL, RUN S 65°45'44" W, 482.34 FEET TO A SET GMC CAPPED REBAR (#CA001196LS); THENCE RUN S 53°36'35" W, 107.26 FEET TO A SET GMC CAPPED REBAR (#CA001196LS); THENCE RUN N 65°34'07" W, 349.19 FEET TO A SET GMC CAPPED REBAR (#CA001196LS); THENCE RUN S 25°30'47" W, 447.52 FEET TO A SET GMC CAPPED REBAR (#CA001196LS); THENCE RUN S 40°34'49" W, 360.01 FEET TO A SET GMC CAPPED REBAR (#CA001196LS) LYING ON THE NORTH LINE OF THAT SAID PARCEL OF LAND AS CONVEYED TO LEILANIE D SNELL AND RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN DEED BOOK 2006 AT PAGE 13635 (TAX PARCEL IS 15-01-02-0-001-001.003); THENCE RUN ALONG SAID NORTH LINE, N 71°09'49" W, 49.13 FEET TO A 1" OPEN TOP IRON PIPE FOUND LYING AT THE NORTHWEST CORNER OF SAID PARCEL; THENCE RUN N 00°07'03" E, 1590.13 FEET ALONG THE EAST LINE OF A PARCEL OF LAND AS CONVEYED TO THE STATE OF ALABAMA AND RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, ALABAMA, IN DEED BOOK 2011 AT PAGE 11373 (TAX PARCEL IS 15-01-02-0-001-002.000) TO A 6" x 6" CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, T-18-N, R-17-E; SAID POINT LYING ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF ALABAMA DOC AND RECORDED IN ROLL 140, FRAME 2245 IN THE OFFICE OF THE JUDGE OF PROBATE OF ELMORE COUNTY, AL; THENCE RUN ALONG THE SOUTH LINE OF SAID PARCEL N 89°57'34" E, 1314.87 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY LYING AND BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 2, T-18-N, R-17-E, ELMORE COUNTY, ALABAMA, AND CONTAINS 33.12 ACRES (1,443,086.30 S.F.), MORE OR LESS.