



Seller's Disclosure Residential



Very important document – please read carefully

This Disclosure Statement has been completed by the Seller and not a Real Estate Broker or Salesperson. It is hereby attached and made a part of the Listing Agreement **Dated** 09/30/2025 regarding the Property Located at 6591 Lubarrett Way South, Mobile, AL 36695

A. ARE YOU (SELLER) AWARE OF ANY PROBLEMS (PAST, PRESENT OR POTENTIAL) WITH YOUR PROPERTY OR ANY COMPONENT, APPLIANCE, EQUIPMENT, SYSTEM, ETC.? ☐ YES ☐ NO

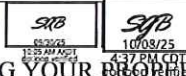
IF YES, CHECK APPROPRIATE SPACE(S) BELOW:

- | | | | |
|---|--|--|---|
| ☐ Alarm System(s) – Fire or Security | ☐ Driveway | ☒ Included Appliances, Built-in or otherwise | ☐ Roof |
| ☐ Attic | ☐ Electric System | ☐ Insulation | ☒ Slabs |
| ☒ Air Condition &/or Heating System | ☐ Exterior Walls | ☐ Intercom | ☐ Sprinkler System |
| ☐ Basement | ☐ Fireplace | ☐ Interior Walls | ☐ Walls / Fences |
| ☐ Chimney | ☒ Floors | ☐ Pool/Pool Light/Liner/Apron | ☐ Windows |
| ☐ Doorbell | ☐ Foundation | ☐ Plumbing/Sewer/Septic/Well | ☒ Other |

If any of the above is checked, please explain. (Attach additional sheets if necessary)

AC see attached service invoice with dates of replacements on the four units.
New carpet on two bedrooms and hardwood floors in master bedroom On lower stairs carpet was removed and tile/wood stairs installed. Dishwasher was replaced about two years ago. Garage slab was repoured to slope out. See see attached agreement

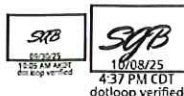
Section A. has been answered by the Seller, not the Realtor. **Seller(s) Initials**



B. PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS REGARDING YOUR PROPERTY.

- Does the property or any of its components and/or systems violate any building codes? ☐ YES ☒ NO
- Were any room additions, structural modification, or other alterations, or repairs made without necessary permits? ☒ YES ☐ NO
If Yes, explain: Back deck and gazebo
- Is there any living area that is not heated or cooled? ☐ YES ☒ NO If Yes, what area? _____
- Is there wood flooring under carpet? ☐ YES ☒ NO If Yes, which room(s)? _____
- Has there been settling from any cause, structural cracks in slab or foundation, slippage, underground springs, or other soil or structural problems? ☐ YES ☒ NO If Yes, explain: _____
- Has there been infestation or damage from wood infesting insects (termites, beetles, etc.) or fungus (old, new, repaired or otherwise)? ☒ YES ☐ NO If Yes, explain: _____
- Has there been damage from fire, smoke, flooding, wind, water or other cause (old, new, repaired or otherwise)? ☐ YES ☒ NO
If Yes, explain: _____
- Has there ever been mold? ☐ YES ☒ NO If Yes, where? _____
If Yes, what was done to treat? _____
- Do you have a termite contract? (not pest control) ☒ YES ☐ NO Is it for retreatment or replacement? replacement
What is the termite contract expiration date? 07/01/2026 Name of Termite Company Terminex
Do you have a Formosan rider? ☒ YES ☐ NO
- Has the property ever been tested for radon gas? ☒ YES ☐ NO
- Does the property contain lead-based paint, urea formaldehyde foam insulation, or any asbestos materials? ☐ YES ☒ NO
- Are fireplaces/chimneys working? ☒ YES ☐ NO Have fireplaces/chimneys ever been inspected? ☐ YES ☐ NO
If Yes, when? _____ Cleaned? ☒ YES ☐ NO If Yes, when? one year ago
If fireplace is gas, are gas logs working? ☐ YES ☐ NO
- Are any appliances, alarm systems/services or exterior lighting leased or rented? ☐ YES ☒ NO
If Yes, state which systems and name of lessor. _____

Seller(s) Initials



14. Is there a landfill (compacted or otherwise) anywhere on the property? ☐ YES ☒ NO
15. Have there ever been drainage problems, grading problems, or standing water problems? ☐ YES ☒ NO
16. Has the property ever flooded? ☐ YES ☒ NO
17. Is the property in a flood zone that may require flood insurance? ☐ YES ☒ NO
18. Is the property connected to a septic tank? ☐ YES ☒ NO
If Yes, when was the septic tank last inspected? _____
19. Is the property connected to city sewer? ☒ YES ☐ NO If No, is city sewer available? ☐ YES ☐ NO
20. Is property connected to city water? ☒ YES ☐ NO Is it on well water? ☐ YES ☐ NO
21. Are there any types of fees or assessments (sewer, paving, water connection, or other utilities assessments, etc.) due now or known by you to be due in the future? ☐ YES ☒ NO
22. Is there a Homeowner's or Condo Association? ☒ YES ☐ NO
If Yes, is it due ☐ Monthly ☐ Quarterly ☒ Yearly? Homeowner's Assoc. Fee \$ 100 Condo Assoc. Fee \$ _____
Are there any types of special Homeowner's or Condo Owner's Association assessments that may be due now or known to you to be due in the future? ☐ YES ☒ NO
23. Are there any zoning violations, nonconforming uses, violations of "setback" lines or easements? ☐ YES ☒ NO
24. Is there a shared driveway, well or any other shared features of the property? ☐ YES ☒ NO
25. Are there any deed restrictions, easements, or restrictive covenants? ☐ YES ☒ NO
26. Does anything on your property encroach (extend on to) your neighbor's property? ☐ YES ☒ NO
27. Does anything on your neighbor's property encroach (extend on to) your property? ☐ YES ☒ NO
28. Are there known HOA or Deed restrictions that will affect short or long-term rentals of this property? ☐ YES ☒ NO
29. Are there any zoning variances, traffic routing or street widening (existing or proposed), near to or affecting your property or any adjacent property? ☐ YES ☒ NO
30. Are there any Historical District restrictions affecting your property? ☐ YES ☒ NO
31. Are there any actions, causes of actions, lawsuits, liens or judgments, right of redemption, foreclosure (past, present or potential), concerning the property or bankruptcy proceedings against the Seller concerning the property? ☐ YES ☒ NO
32. Is there any condition, factor or stigma that affects this property in any way? ☐ YES ☒ NO
33. Have you received any notification under the Community Notification Act (Megan's Law)? ☐ YES ☒ NO
34. Do you have internet service? ☐ YES ☒ NO
If Yes, who is the service provider? _____

Section B. has been answered by the Seller, and not the Realtor. Seller(s) Initials

STB
09/30/25 10:05 AM AKDT
dotloop verified

Seller(s) Initials

STB
10/08/25 4:37 PM CDT
dotloop verified

The above information does not constitute a warranty of any items mentioned. THIS IS NOT A CONTRACT. Any concerns regarding above information should be specifically addressed in a separate contract for purchase of the property. Seller acknowledges this information will be provided to any interested party and certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by Seller. Seller acknowledges that he/she has read this entire document and received a copy.

Steven R Bessette
dotloop verified
09/30/25 10:05 AM AKDT
000M-FQ1W-YSY0-S13Z
Seller Date

Sabrina G Bessette
dotloop verified
10/08/25 4:37 PM CDT
BQVS-DPIG-3GYR-JQVQ
Seller Date

Seller(s) Initials
STB
09/30/25 10:05 AM AKDT
dotloop verified
STB
10/08/25 4:37 PM CDT
dotloop verified

Below to be addressed / signed by Seller with an offer to Purchase.

Seller certifies that of this date, there have been no changes, or if any changes, they are as follows:

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date

Kevin Loper

From: Steven Bessette
Sent: Thursday, October 9, 2025 1:31 PM
To: Kevin Loper
Subject: termite repair

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

One and half years ago repair to the termite damage to the front of the house was completed (master bedroom to the upper garage). 3 years ago repair to the termite damage at the rear of the house was completed (upper deck to the lower garage).

Steven Bessette

STATE OF ALABAMA

COUNTY OF MOBILE

AGREEMENT FOR USE OF EASEMENT

WHEREAS, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE** {"Board" and "Grantee"} owns or holds a permanent easement along or across the property of **STEVEN A. BESSETTE** and **SABRINA G. BESSETTE** {"Owners" and "Grantors"}, located at 6591 Lubarrett Way S, Mobile, AL 36695, and,

WHEREAS, Owners have the following structures, features, or improvements upon said easement: single family residential house; and,

WHEREAS, THEREFORE, for and in consideration of the Board allowing the above-described structures, features, and/or improvements to remain upon its said easement, and One Dollar (\$1.00), and the other covenants and agreements made herein, the receipt and sufficiency of which is hereby acknowledged, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public agency or instrumentality, and the undersigned **STEVEN A. BESSETTE** and **SABRINA G. BESSETTE**, husband and wife, the Owners, hereby covenant and agree as follows:

1. The Board retains the right to use its easement in any legal manner at any time to maintain the Board's facilities. Said easement is described as follows:

A 15-foot wide permanent easement for a sanitary sewer line, the centerline of which is described as follows:

Beginning at a point on the east line of the Southwest Quarter of the Southeast Quarter of Section 32, T4S, R2W, Mobile County, Alabama, a distance of 200 feet north of the south line of said Southeast Quarter; thence run westerly and perpendicular to the said east line a distance of 7.5 feet to a point; thence turn a deflection angle of 90° – 00 minutes to the right and run parallel with said east line a distance of 25 feet to a point; thence turn a deflection angle of 80° – 00 minutes to the left and run a distance of 210 feet to a point; thence turn a deflection angle of 43° – 30 minutes to the left and run a distance of 120 feet to a point; thence turn a deflection angle of 55° – 45 minutes to the right and run a distance of 30 feet more or less to the point of ending being the west property line of Lot 95 Maryknoll Place, Unit Three as recorded in MPB 93 PG 74.

2. The Board hereby consents to the above described structures, features, and improvements remaining in their present location, provided, however, that the Board in its sole discretion may require the future removal of any structures, features, or improvements which are presently or may in the future be constructed or placed upon said easement or which otherwise encroach upon said easement, at any time, and such removal shall be at the expense of the Owners, their heirs, successors and/or assigns. It is understood and agreed by Owners that they have no adverse possession rights to the Board's easement.

3. The Board in its sole discretion may elect to remove any such structures, features, or improvements and may bill the Owners, their heirs, successors and/or assigns, for said removal.

4. The Board makes no guarantee or promise that it will restore any structure, feature, or improvement after removal and all costs for the same will be owners sole responsibility.

5. Owners, on behalf of themselves and their heirs, successors and/or assigns, agree that no other permanent structures such as a building or a swimming pool may be constructed in, on, under, over, through and/or across the aforesaid easement.

6. Owners agree to notify the Board before any additional structure, feature, or improvement is constructed or placed in, on, under, over, through and/or across the Board's said easement and further agree to obtain the Board's written consent before any additional structure, feature, or improvement is placed in, on, under, over, through and/or across the Board's easement.

7. The Board shall not be liable for accidents or injury to persons or property working or found in, on, under, over, through and/or across the Board's easement, and the undersigned Owners, on behalf of themselves and their heirs, successors and/or assigns, agree to defend, indemnify, and hold the Board and its employees and agents harmless of and from any and all claims, losses, and suits of any nature whatsoever, including but not limited to those of third parties, arising in any way from the construction, placement, use, and/or existence of any structure, feature, or improvement in, on, under, over, through and/or across the Board's easement.

8. This Agreement is executed for the purpose of clarifying and protecting Board's property rights in the above described easement. This Agreement and the terms and conditions contained herein shall be and does constitute a covenant running with Owners' land and is for the benefit of the Board's easement rights, said Owners' land being more particularly described as:

Lot 95 Maryknoll Place, Unit Three, as per plat thereof recorded in Map Book 93, Page 74, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

9. The foregoing Agreement, including all documents incorporated herein by reference, if any, and any addendum to this Agreement, between the Board and Owners of even date herewith, constitutes the complete and exclusive Agreement between the Board and Owners with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

I/we, the undersigned Owners, hereby verify that I/we have read the foregoing Agreement and understand the terms thereof and execute this Agreement on the 14 day of June, 2024.

PROPERTY OWNER(S)


Steven A. Bessette


Sabrina G. Bessette

Accepted and Agreed:

BOARD OF WATER AND SEWER COMMISSIONERS
OF THE CITY OF MOBILE

By: 

Its: 

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that STEVEN A. BESSETTE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of June, 20 24.



Heather Barnes
NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that SABRINA G. BESSETTE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of June, 20 24.



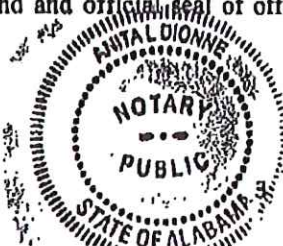
Heather Barnes
NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that BILLY MCCRORY, whose name as DIRECTOR of the Board of Water and Sewer Commissioners of the City of Mobile, a public entity of the State of Alabama, is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she, as such officer/representative and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal of office on this the 17 day of June, 20 24.



Anita L. Dionne
NOTARY PUBLIC
My Commission Expires:



Grantors' Address:
6591 Lubarrett Way S.
Mobile, AL 36695

Grantee's Address:
P.O. Box 180249
Mobile, AL 36618

Property Address:
6591 Lubarrett Way S.
Mobile, AL 36695
Key 3173504