



VOLUNTARY COMPLIANCE AGREEMENT

Case Number: CE24-0345

Date: 1/27/2026

City of Everett Code Enforcement Unit
2930 Wetmore Ave. • Everett, WA 98201
425.257.8560 • CodeEnforcement@everettwa.gov

THIS VOLUNTARY COMPLIANCE AGREEMENT ("Agreement") is between City of Everett ("City") and the person(s) shown as "Owner" in the table in Section 1 below.

Section 1. Table of Basic Information

Owner	Name(s): BRUCE OVERSTREET Address: 605 MAULSBY LANE, EVERETT, WA 98201 Email: BPOVERSTREET@OUTLOOK.COM <i>boverstreet@windermere.com</i>
Responsible Person (if different than property owner)	Name: Address: Email:
Property Where Violation Occurred	Address: 2606 LOMBARD AVE, Everett, Washington Parcel Number: 00439160902700

<p>Description of Violation and codes violated: (Notice(s) of Violation and/or other enforcement document(s) issued are attached to this Agreement)</p>	<p>Date(s): February 11, 2025</p> <p>A Notice of Violation and Order was issued on February 11, 2025, with a compliance date of February 11, 2026.</p> <p>EMC Provision(s) Violated: Alterations to the interior and exterior of the structure without the required permits is a violation of International Residential Code (IRC) R105.1, rendering the structure unlawful as defined by International Property Maintenance Code (IPMC) 111.1.4 and is a violation of IPMC 109.1, which reads:</p> <p>IRC R105.1 Required. <i>Any owner or owner’s authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.</i></p> <p>IPMC 111.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.</p> <p>IPMC 109.1 Unlawful acts. <i>It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code</i></p>
<p>Corrective Action(s) Required and Compliance Schedule for Corrective Action(s)</p>	<p>By: 11/16/2026</p> <ul style="list-style-type: none"> • Submit complete permit applications to City of Everett Permit Services for all the necessary and required permits to correct all of the violations cited above. Information on the City of Everett permit application process and required documents can be found online at www.everettwa.gov/permits • Once permits are obtained, correct and complete all of the deficiencies that are present. • Obtain final inspection approval by Permit Services for all permits.

[remainder of page blank; Agreement continues on following page]

Section 2. Purpose. The purpose of this Agreement is to establish a binding contractual relationship under which the parties will address specified code violations relating to the Property by establishing an enforceable compliance schedule as an alternative to formal code enforcement proceedings and/or abatement. The purpose of this Agreement is also to expressly authorize the City to unilaterally abate the noncompliant conditions on the Property at the Owner's sole expense in the event that such compliance schedule is ultimately violated. This Agreement shall be reasonably construed in furtherance of these purposes.

Section 3. Admission of Code Violations. The Owner is the owner of the Property. The Owner expressly and voluntarily concedes and agrees as follows:

- A. The Property is currently in violation of Everett Municipal Code (EMC).
- B. The allegations contained in the City of Everett notice(s) of violation and/or other enforcement document(s), referred to in the table above and attached to this Agreement, which are hereby incorporated by this reference as if set forth in full, are both accurate and correct. The Owner, by entering into this Agreement, admits that the conditions described in the table in Section 1 and attached to this Agreement existed and constituted violation(s) of the EMC.
- C. The noncompliant condition of the Property is lawfully subject to enforcement under the EMC and abatement as a public nuisance.

Section 4. Corrective Action/Compliance Schedule. The Owner shall complete the corrective actions on the compliance schedule provided in the table in Section 1 above. In addition, the Owner shall take any and all actions necessary to ensure that the Property is maintained and used in a manner that complies fully with all applicable EMC provisions and regulatory permit requirements for a period of two (2) years following the date of Effective Date of this Agreement.

Section 5. Right of Access and Inspection Granted. The Owner hereby consents to and grants the City the right to enter, access and inspect the Property as follows:

- A. City personnel may enter the Property in order to inspect and verify the Owner's compliance with the requirements set forth in this Agreement. The City shall notify the Owner at least 24 hours before such entry. Notification may be provided orally or in writing.
- B. Separate and independent of subsection (A), from the Effective Date of this Agreement and extending for two (2) years thereafter, City personnel may enter the Property at any time on weekdays between 8:00 a.m. and 5:00 p.m. for purposes of inspection and verification with respect to the requirements of this Agreement. The City shall notify the Owner at least 24 hours before each such entry. Notification may be provided orally or in writing.

Section 15. Joint and Several Liability. Each Owner shall be jointly and severally responsible and liable for compliance with all applicable provisions of this Agreement.

Section 16. Severability. If any sentence, clause or provision of this Agreement is ultimately invalidated by a court of competent jurisdiction, such invalidity shall not affect any other sentence, clause or provision hereof.

Section 17. Regulatory Authority Preserved. Nothing herein shall be construed as a waiver, abridgement or limitation of the City of Everett's regulatory authority and/or police power, which the City hereby expressly reserves in full.

Section 18. Counterparts/Signatures. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Execution and delivery of this Agreement by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) execution and/or transmittal by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format. This Agreement may be signed in counterparts. In the event that this Agreement is to be notarized, the Owner shall sign in ink if so requested by the City.

Section 19. Effective Date. This Agreement shall take effect on the latest date is it fully executed by both parties.

THE UNDERSIGNED OWNER(S) CERTIFIES THAT THEY HAVE READ THE FOREGOING AGREEMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO REVIEW IT WITH THEIR LEGAL COUNSEL, THAT THEY FULLY UNDERSTAND IT, THAT THEY ARE EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT DURESS OR COERCION, AND THAT THEY ARE LEGALLY BOUND BY IT UPON EXECUTION.

[signature page follows]

OWNER

[Handwritten Signature]

DATE: 01/27/2026

CITY OF EVERETT

[Handwritten Signature]

By: Cassie Franklin
Its: Mayor

DATE: 2/12/2026

ATTEST:

[Handwritten Signature]
Office of the City Clerk

_____ STANDARD DOCUMENT _____

_____ APPROVED AS TO FORM _____

_____ OFFICE OF THE CITY ATTORNEY _____

November 1, 2023

Signature Page to Voluntary Compliance Agreement **OWNER NOTARIZATION PAGE**

If Owner is one or two individuals:

STATE OF WASHINGTON

} ss.

COUNTY OF

Snohomish

This record was acknowledged before me on Jan 27, 2026 by
Bruce Overstreet

[Stamp Below]

Timothy D. Dahlquist

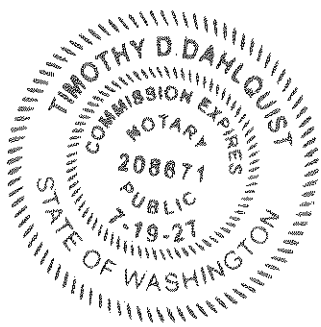
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires

7/19/27



If Owner is an entity:

STATE OF WASHINGTON

} ss.

COUNTY OF _____

This record was acknowledged before me on _____, 20__ by _____ as the _____ of _____, a _____.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

Notarization Page

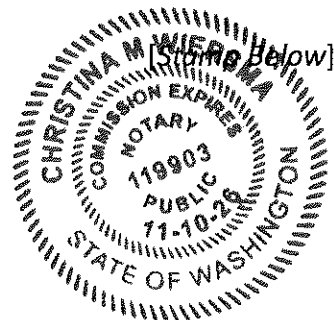
CITY NOTARIZATION PAGE

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on February 12, 2026 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.



Christina M. Wiersma

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission
Expires

11-10-2024

Notarization Page