

FILED
COUNTY CLERK
2025 AUG -6 P 3: 12
WHATCOM COUNTY
WASHINGTON

THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF WHATCOM

CITY OF BELLINGHAM, a municipal
corporation,

Plaintiff,

v.

LI-CHING FANG,

Defendant,

and

52nd & BROOKLYN, LLC, a limited
liability company,

Intervenor.

NO. 24-2-00355-37

CITY'S MOTION TO AMEND
WARRANT FOR ABATEMENT
OF PUBLIC NUISANCE AND FOR
ENTRY OF JUDGMENT

JUDGE LEE GROCHMAL

RELIEF REQUESTED

This case concerns the City's ongoing efforts to address the large unauthorized encampment of unhoused individuals established on Defendant's property southeast of the Bellingham Wal-Mart. The City filed this abatement action in 2024 in an effort to encourage Defendant to begin taking steps to remove the unhoused individuals living on the property and to secure the site to

**MOTION TO AMEND WARRANT OF ABATEMENT
AND FOR ENTRY OF JUDGMENT - 1**

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270

1 prevent further encampment activity. Despite the City's consistent engagement
2 and requests for cooperation, Defendant failed to take any action to abate the
3 nuisance.

4 On September 25, 2024, this Court granted the City's and Intervenor's
5 motions for summary judgment to declare Defendant's property as a nuisance.
6 Dkt. #38. The Court further entered a Warrant of Abatement directing Defendant
7 to abate the nuisance "immediately" and allowing the City to enter the Property to
8 plan the abatement work. Dkt. 39. Although a review of the transcript of the
9 September 25, 2024, hearing reveals that the Court also issued oral rulings that
10 the City was authorized to abate the nuisance as soon as it deemed necessary,
11 and that Defendant would be responsible for the City's costs of abatement, those
12 oral rulings were not reflected in the written orders entered. Phillips Decl., Ex. A
13 at 37:22-25 – 38:1 ("At any time the city can, they have the authority now at any
14 time to come in and . . . start doing the clean-up, themselves, and if they do that,
15 the Defendant will be expected to repay the cost of that to the City.")
16
17
18

19 After the September 25, 2024, hearing, Defendant did not take any steps
20 to abate the nuisance as directed by the Court. Accordingly, the City began to
21 plan Phase 1 of the abatement work, which, as described more fully below, was
22 primarily directed toward reducing the impacts of the encampment to residents of
23 the Intervenor's property, Tullwood Apartments. Phase 1 was completed in
24 December 2024.
25

26 As described more fully below, the undeveloped 20-acre property is mostly
27 inaccessible by road, and the well-established encampments are deep within the
28

1 interior of the property, which is all forested and includes a creek and critical
2 wetland areas. Due to the severity of the impacts and environmental degradation
3 that has occurred, as well as the difficulty in accessing the property, the
4 abatement work will cost millions and require a multi-year, multi-phased approach
5 as the City's time and limited resources allow.
6

7 The City is now planning Phase 2 of the abatement work. The City
8 believes it is prudent to ensure that the Court's record is clear for anyone
9 reviewing it in the future, years from now, that pursuant to the September 25,
10 2024, rulings, the City is authorized to perform the abatement work and
11 Defendant is financially responsible for the City's work. Because the abatement
12 work will need to be completed in multiple phases over years, the City is
13 requesting that the Court's orders also make clear that the City may return to
14 Court as many times as needed for entry of judgments for its costs as the phases
15 are completed.
16

17 Finally, consistent with the Court's September 25, 2024, oral rulings, the
18 City now seeks entry of a first judgment against Defendant for the costs to date
19 for the Phase 1 work, in the amount of \$126,743.59.
20

21 **SUMMARY OF ABATEMENT WORK AND COSTS**

22 To recap, the Defendant's property is 20 acres, undeveloped, and
23 forested. Spring Creek runs down the middle of the property from north to south,
24 with a steep slope going down to Spring Creek. The flat areas of the property are
25 largely wetlands. There are no access roads into the property. The property
26 contains an estimated 1000-2000 tons of solid waste. The property has at least
27
28

1 ten significant homestead sites and multiple encampments. There are multiple
2 burn pits, one appearing to be 20-plus feet in diameter and potentially exceeding
3 10 feet deep. There are no facilities for disposal of human waste and a latrine
4 was observed in the middle of a wetland. The extreme conditions of the property
5 and refuse within are likely to directly impact water quality and soil conditions,
6 harming various aquatic species, including endangered Puget Sound chinook
7 salmon and steelhead. It is estimated that it will cost over \$2 million to remove
8 the waste on the site, and another \$2-4 million to remediate the wetlands and
9 creek, including removing contaminated soil, making soil amendments, and re-
10 planting native vegetation. See generally Dkt ## 26, 28, 30 (Declarations of
11 Steven Sundin, Michael Olinger, and Sean O'Neill).

14 Following the Court's order granting summary judgment in this case on
15 September 25, 2024, the City began to plan its first phase of abatement. Because
16 the residents of Tullwood Apartments on Intervenor's property were experiencing
17 the worst impacts, the City's efforts initially focused on abating the nuisance
18 along the shared property line between the Tullwood Apartments and Defendant.
19 A plan for installing fencing was developed in partnership with Intervenor. Under
20 Phase 1, the City would clean and clear the vegetation on Defendant's property
21 on the north and east sides to ready it for installation of a fence. The Intervenor
22 paid for cleaning and clearing on their side of the property line. The City would
23 pay for the fencing along the shared property line between Intervenor and
24 Defendant, as well as install a gate to allow future entry, with Intervenor bearing
25 the cost of installing the fencing along the north side of its property line on E.

1 Stuart Road. Second Declaration of Sean O'Neill at ¶ 4, Exhibit A (map of Phase
2 1 work).

3 In order to perform the clean-up work, the City engaged outreach teams to
4 notify the occupants in the area that they would need to move. The City then
5 tagged personal property that needed to be removed and provided notice of the
6 date of the work and the need for the occupants to vacate the property before
7 that date. *Id.* at ¶ 5.

9 The City completed the clean-up work on November 22, 2024. That work
10 entailed removing 35,000 (17-18 tons) pounds of solid and hazardous waste, and
11 spreading 60 yards of mulch for soil stabilization. The total cost of that portion of
12 Phase 1 was \$65,453.37. The City has forwarded that invoice to Defendant for
13 payment, but to date Defendant has not made any payments on the invoice. *Id.*
14 at ¶ 6.

16 The City then hired a contractor, Discount Fencing, to install 684 feet of
17 chain link fencing on the shared property line between Defendant and Intervenor.
18 The fencing was finished on December 13, 2024, and cost the City \$38,378.90.
19 *Id.* at ¶ 7.

21 Following installation of the fencing, the City performed routine patrols of
22 the fence line, which revealed that individuals were regularly vandalizing and
23 breaching the fence by cutting holes in it to regain access to the property. The
24 City has consistently repaired the holes in the fencing and maintained its weekly
25 foot patrols along the fence line in order to identify new repairs needed as quickly
26 as possible and hopefully to deter future vandalism. The City has also installed
27

1 solar lighting along the fence to deter vandalism. Since the fencing was installed,
2 the City has incurred \$12,950.30 in personnel costs for patrolling the fence line
3 and repairing it, and \$9,961.02 in materials and equipment, for a total of
4 \$22,911.32. *Id.* at ¶ 8.

5
6 The City is currently planning Phase 2 of the abatement work, which is to
7 install fencing along the southern border of Defendant's property in order to deter
8 additional trespassers. The southern property line is 1,304 feet, and is bifurcated
9 by Spring Creek, which flows north to south through the property. There is no
10 direct access via road to the southern property line, so the City will first need to
11 re-clear the refuse and vegetation adjacent to the fencing along the western
12 property line to create an access path for trucks and equipment. Because of the
13 creek, the City will have to implement Phase 2 into two phases, A and B. Phase
14 2A will involve cleaning and clearing vegetation along the western-most 700 feet
15 of Defendant's southern property line, up to the point of Spring Creek and then
16 installing fencing, similar to the work performed in Phase 1. *Id.* at ¶ 9, Exhibit D
17 (map showing planned work).
18

19
20 Again, the City will engage outreach teams to notify the current occupants
21 in the area of the planned work, then tag any personal property still remaining,
22 and provide notice of the date by which all occupant-trespassers will need to
23 move. The City plans to complete Phase 2A in 2025. *Id.* at ¶ 10. The City
24 estimates that Phase 2A will cost approximately the same amount as Phase 1
25 did, since the number of feet along the property line to be cleaned, cleared, and
26 fenced off is roughly the same distance as was done in Phase 1. *Id.* at ¶ 11.
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1 The future abatement work beyond 2025 is projected to cost over \$6
2 million and will need to be conducted in multiple phases over years, as the City
3 continues to plan its course of action and secure funding for the work. Phases of
4 the abatement work are projected to include but are not limited to additional
5 removal of hundreds of tons of solid and hazardous waste, safely and humanely
6 removing the unhoused population living on the Property, securing the Property,
7 building temporary roads and bridges in order to gain access to the interior of the
8 property, conducting soil testing to determine clean-up and remediation needs,
9 and repairing damage to the streams and wetlands. *Id.* at ¶ 12.
10


11 **CONCLUSION**

12
13 For the reasons described above, the City respectfully requests that the
14 Court grant the City's motion and enter the following:

- 15 (1) Order Granting Motion to Amend Warrant for Abatement of Public
16 Nuisance;
17 (2) Amended Warrant for Abatement of Public Nuisance; and
18 (3) Judgment for the City against Defendant in the total amount of
19 \$126,743.59, consisting of the City's costs for the Phase 1 work described,
20 as well as ongoing maintenance and patrol of the Phase 1 fenceline.

21 Respectfully submitted this 6th day of August, 2025.
22

23 **CITY OF BELLINGHAM**

24 
25 **Karen M. Phillips**, WSBA #45305
26 Assistant City Attorney
27

28 **MOTION TO AMEND WARRANT OF ABATEMENT
AND FOR ENTRY OF JUDGMENT - 7**

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 778-8270

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WHATCOM COUNTY
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**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF WHATCOM**

CITY OF BELLINGHAM, a municipal
corporation,

Plaintiff,

v.

LI-CHING FANG,

Defendant,

and

52nd & BROOKLYN, LLC, a limited
liability company,

Intervenor.

NO. 24-2-00355-37

**DECLARATION OF KAREN M.
PHILLIPS**

JUDGE LEE GROCHMAL

I, Karen M. Phillips, declare under penalty of perjury under the laws of the
State of Washington that the following statements are true and correct to the best
of my knowledge:

1. I am over the age of 18 and competent to be a witness herein. I make
this declaration concerning facts and events of my own personal knowledge.

1 2. Attached as Exhibit A is a true and correct copy of select portions of
2 the transcript of the hearing held on September 25, 2024 in this matter.

3 Respectfully submitted this 6th day of August, 2025.
4

5 

6 **Karen M. Phillips**
7 Assistant City Attorney
8 City of Bellingham
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EXHIBIT A

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

2 IN AND FOR THE COUNTY OF WHATCOM

3 =

4 CITY OF BELLINGHAM, a municipal
corporation,

5 Plaintiff,

6 vs.

) Cs. No. 24-2-00355-37

7 LI-CHANG FANG,

8 Defendant,

9 and

10 52ND & BROOKLYN, LLC, a limited
11 Liability company,

12 Intervenor.

13 VERBATIM REPORT OF PROCEEDINGS

14 WEDNESDAY, SEPTEMBER 25, 2024

15 THE HONORABLE LEE GROCHMAL, JUDGE

16
17
18
19
20
21 RHONDA JENSEN, CSR

22 OFFICIAL COURT REPORTER

23 WHATCOM COUNTY SUPERIOR COURT

24 BELLINGHAM, WASHINGTON

25 (360) 778-5608

1 MR. DOUPE: Right.

2 THE COURT: Yes, within six months of this. I think
3 that the city can request that I order the sheriff to do
4 this. I hope that won't happen, within six months. I
5 think that's my only authority is to order the sheriff,
6 and nobody is asking me do that right now.

7 All right. Why don't you take a look at -- I'm going
8 to indicate that Ms. Fang was present on Zoom, and I'm
9 going to have the attorneys look at this order that I
10 modified just a little bit, and then sign off on it.

11 MR. DOUPE: May I approach?

12 THE COURT: Yes.

13 MR. GOOD: Your Honor, the city has a proposed warrant
14 of abatement. It's the actual warrant, itself. I have a
15 proposed copy. It does say proposed. I would think that
16 we might need to -- the one I prepared says after
17 January 1st. I think we can just cross that out.

18 THE COURT: Yes.

19 So, Ms. Wang, you can let Ms. Fang know that I've
20 ordered the warrant of abatement. It requires that she
21 immediately begin to abate the nuisance, hire somebody to
22 do that. At any time the city can, they have the
23 authority now at any time to come in and the start doing
24 the clean-up, themselves, and if they do that, the
25 Defendant will be expected to repay the cost of that to

1 the city. Understood?

2 MS. WANG: Understood.

3 (Ms. Wang translated.)

4 MS. WANG: Ms. Fang asked what kind of assistance are
5 there, because there are criminals and people with guns
6 and a lot of help in assessing that she does not know how
7 to deal with.

8 THE COURT: I can't give her that information. She
9 can maybe talk with the city about a plan to do that and
10 to assist with that; is that right, Mr. Good?

11 MR. GOOD: Yes, Your Honor.

12 THE COURT: You would love to work with her, wouldn't
13 you?

14 MR. GOOD: Yes, we would.

15 THE COURT: They sent a letter to her indicating that
16 they wanted to work with her to work on a plan, and so
17 you should respond to that work with them. That would be
18 most cost effective way of getting that done for her.

19 MS. WANG: Defendant says that they have requested to
20 work with the city, but the city did not respond or reply
21 to. So hopefully this will resolve here, and I ask Your
22 Honor to --

23 {Courthouse construction noise.}

24 THE COURT: I'm sorry. I'm sorry. We've got some
25 construction noise here, and I just can't hear you. It's

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liability company,

Intervenor.

NO. 24-2-00355-37

**SECOND DECLARATION OF
SEAN O'NEILL**

JUDGE LEE GROCHMAL

I, Sean O'Neill, declare under penalty of perjury under the laws of the State of Washington that the following statements are true and correct to the best of my knowledge:

1. I am over the age of 18 and competent to be a witness herein. I make this declaration concerning facts and events of my own personal knowledge.

2. Since 2023, I have been the Sanitation and Solid Waste Manager of

DECLARATION OF SEAN O'NEILL - 1

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
PH: 360-738-8870

1 the City of Bellingham Public Works Department. My duties include managing the
2 contracts for clean-up efforts for all types of illegal dumping and litter on City
3 property. Additionally, I manage the city's contracts for residential municipal solid
4 waste collection, hauling, and disposal and three of the city's post-closure landfills.
5 I help the City plan and direct all encampment clean up efforts. Since 2023, I have
6 directed the clean up of approximately 2600 encampments.
7

8 3. I am certified in Hazardous Waste Operations and Emergency
9 Response, Certified Erosion and Sediment Control Lead, and Integrated Solid
10 Waste Management.
11

12 4. Following the Court's order granting summary judgment in this case
13 on September 25, 2024, the City began to plan its first phase to abate the nuisance
14 located on Defendant's property. Because the Tullwood Apartments on
15 Intervenor's property was experiencing the worst impacts, the City's efforts focused
16 on abating the nuisance along the shared property line between Tullwood and
17 Defendant. A plan for installing fencing was developed in partnership with
18 Intervenor, as reflected in the map attached as **Exhibit A**. Under the Phase 1 plan,
19 the City would clean and clear the vegetation on Defendant's property on the north
20 and east sides of Defendant's property to ready it for installation of a fence. The
21 Intervenor paid for cleaning and clearing on their side of the property line. The City
22 would pay for the fencing along the shared property line between Intervenor and
23 Defendant, as well as to install a gate to allow future entry, with Intervenor bearing
24 the cost of installing the fencing along the north side of its property line on E. Stuart
25 Road.
26
27
28

1 5. In order to perform the clean up work, the City engaged outreach
2 teams to notify the occupants in the area that they would need to move. The City
3 then tagged personal property that needed to be removed and provided notice of
4 the date of the work and the need for the occupants to vacate the property before
5 that date.
6

7 6. The City completed the clean up work on November 22, 2024. That
8 work entailed removing 35,000 pounds of solid and hazardous waste, and
9 spreading 60 yards of mulch for soil stabilization. Attached as **Exhibit B** is the
10 invoice for that clean up work, totaling \$65,453.37. The City has forwarded that
11 invoice to Defendant for payment, but to date Defendant has not made any
12 payments on the invoice.
13

14 7. The City then hired a contractor, Discount Fencing, to install 684 feet
15 of chain link fencing on the shared property line between Defendant and Intervenor.
16 The fencing was finished on December 13, 2024. Attached as **Exhibit C** is the
17 invoice for the fencing, which cost \$38,378.90.
18

19 8. Following installation of the fencing, the City has performed routine
20 patrols of the fence line, which has revealed that individuals regularly vandalize
21 and breach the fence by cutting holes in it to regain access to the property. The
22 City repaired has consistently the holes in the fencing and maintained its weekly
23 foot patrols along the fence line in order to identify new repairs needed as quickly
24 as possible and hopefully to deter future vandalism. The City has also installed
25 solar lighting along the fence to deter vandalism. Since the fencing was installed,
26 the City has incurred \$12,950.30 in personnel costs for patrolling the fence line and
27
28

1 repairing it, and \$9,961.02 in materials and equipment, for a total of \$22,911.32.

2 9. The City is currently planning Phase 2 of the abatement work, which
3 is to install fencing along the southern border of Defendant's property in order to
4 deter additional trespassers. The southern property line is 1,304 feet, and is
5 bifurcated by Spring Creek. There is no direct access via road to the southern
6 property line, so the City will first need to re-clear the land adjacent to fencing along
7 the western property line to create an access path for trucks and equipment.
8 Because of the creek, the City will have to implement Phase 2 into two phases, A
9 and B. Phase 2A will involve cleaning and clearing vegetation along the western-
10 most 700 feet of Defendant's southern property line, up to the point of Spring Creek
11 and then installing fencing, similar to the work performed in Phase 1. Attached as
12 **Exhibit D** is a map showing the Phase 2A planned work.

13
14
15 10. Again, the City will engage outreach teams to notify the current
16 occupants in the area of the planned work, then tag any personal property still
17 remaining, and provide notice of the date by which all occupant-trespassers will
18 need to move. The City plans to complete Phase 2A in 2025.

19
20 11. The City estimates that Phase 2A will cost approximately the same
21 amount as Phase 1 did, since the number of feet along the property line to be
22 cleaned, cleared, and fenced off is roughly the same distance as was done in
23 Phase 1.

24
25 12. The future abatement work beyond 2025 is projected to cost over \$6
26 million and will need to be conducted in multiple phases, likely over years, as the
27 City continues to plan its course of action and secure funding for the work. Phases
28

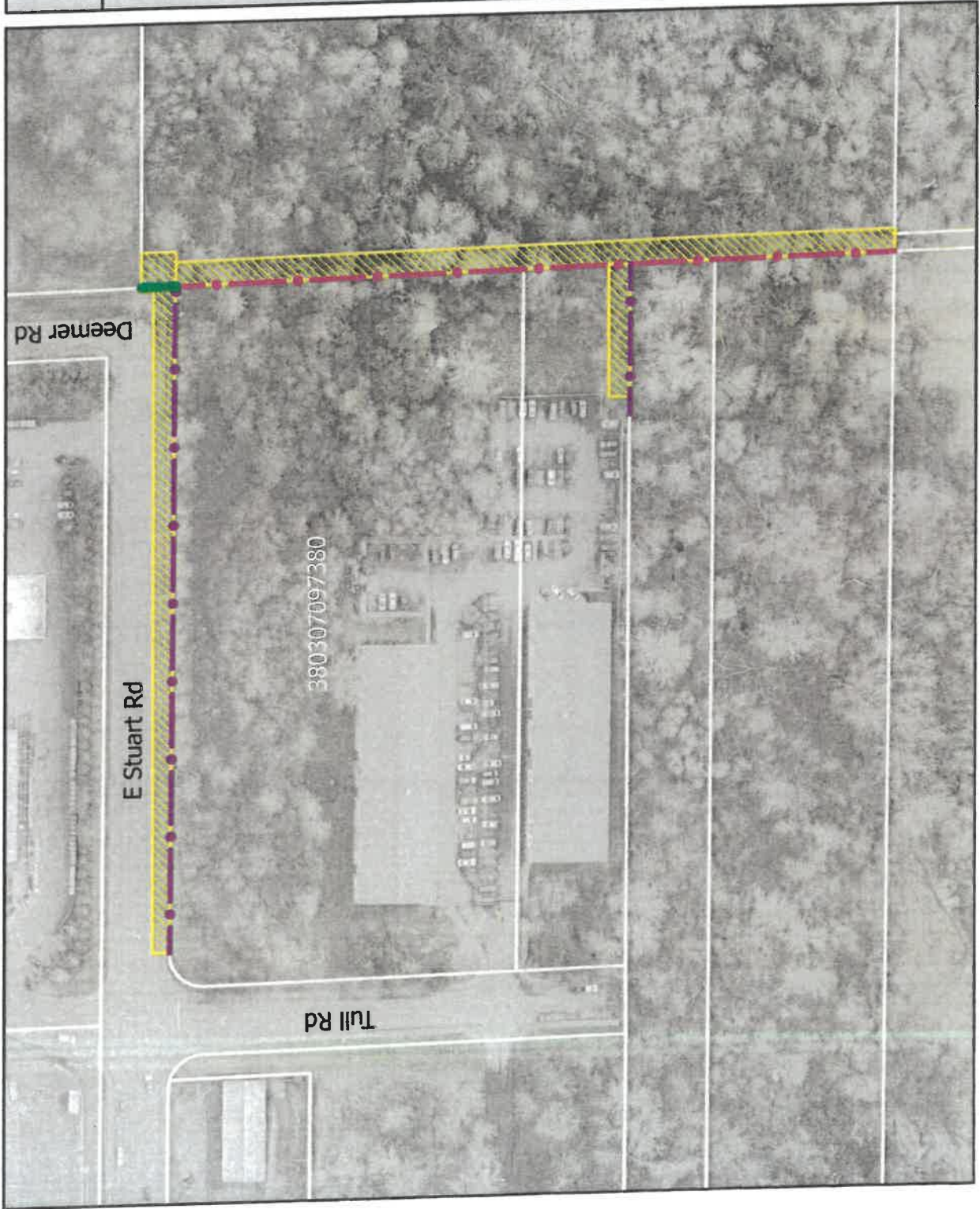
1 of the abatement work are projected to include but are not limited to additional
2 removal of hundreds of tons of solid and hazardous waste, safely and humanely
3 removing the unhoused population living on the Property, securing the Property,
4 building temporary roads and bridges in order to gain access to the interior of the
5 property, conducting soil testing to determine clean-up and remediation needs, and
6 repairing damage to the streams and wetlands.
7

8
9 Respectfully submitted this 6th day of August, 2025.

10
11
12 

13 **SEAN O'NEILL**
14 Sanitation and Solid Waste Manager
15 City of Bellingham
16
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EXHIBIT A



E Stuart Encampment Abatement Phase 1

- Gate
- Fence - 52nd & Brooklyn
- Fence - City
- Clean
- Tax Parcel



The City of Bellingham has compiled this information for its own use and is not responsible for any use of this information by others. The information found herein is provided simply as a courtesy to the public and is not intended to be used for any other purpose. The City of Bellingham does not warrant the accuracy, completeness, or timeliness of the information and does not accept any liability for any damages, including direct, indirect, or consequential damages, arising out of such use.

EXHIBIT B



INVOICE

Invoice:	I023165
Customer No:	C006776
Invoice Date:	3/31/2025
Due Date:	4/30/2025

LI-CHING FANG
NO. 921, KUNG-I RD
CHUNAN TOWNSHIP
MIAOLI COUNTY 350028

For questions concerning this invoice, please
contact the originating department or e-mail
ARinquiries@cob.org.
Dept: Public Works
Phone: (360) 778-7700

Encampment Cleanup

Line	Description	Qty	Unit Price	Amount
1	Work order 828505 Civil Abatement Case No. 24-2-00355-37	1.00	65,453.37	\$65,453.37
Total Due				\$65,453.37

Prepared by: JLCORFEE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

3 Ways to Pay

1. Online at www.cob.org/ARPay
2. Mail us a check
3. Pay in person

Invoice:	I023165
Customer No:	C006776
Invoice Date:	3/31/2025
Due Date:	4/30/2025



Total Amount Due: \$65,453.37



City of Bellingham
Attn: Finance Dept
210 Lottie St.
Bellingham, WA 98225

Amount Enclosed: \$ _____

EXHIBIT C

DISCOUNT FENCE

Discount Fence
2236 Pacific St.
Bellingham, WA 98229
+13608734005
missylee@discountfencewa.com

INVOICE

BILL TO

Ryan Salas-Mitchell
Bellingham, City of
210 Lottie St
Bellingham, WA 98225

SHIP TO

Ryan Salas-Mitchell
Bellingham, City of
210 Lottie St
Bellingham, WA 98225

INVOICE # 3635**DATE 12/12/2024****DUE DATE 12/27/2024****TERMS Net 15**

ACTIVITY	QTY	RATE	AMOUNT
Chain Link Galvanized Install 670 LF of 8' tall galvanized chain link	1	33,660.00	33,660.00T
Change Order Installed 13 additional LF of same fencing for a total of 683 LF	13	50.00	650.00T
Sales Installed 10 LF at west end per Sean O'Neill PM	10	50.00	500.00T
Sales Installed 1 additional hookup	1	400.00	400.00T

E Stuart Rd Encampment Project
Contract 61NF-24
Certified Payroll and Affidavit Filed with L&I
and approved 12/12/24

SUBTOTAL	35,210.00
TAX	3,168.90
TOTAL	38,378.90
BALANCE DUE	\$38,378.90

Please call our office at 360-873-4005 if
you have any questions.



Intent 1483101 \$36,689.40 Approved 11/5/2024
Affidavit 1376320 \$36,689.40 Approved 12/12/2024

NOC - COMPLETE
NOC - ESD -
NOC - L&I -
NOC - DOR -

7	Discount Fence - 3635	
3	Subtotal: \$	35,210.00
3	Less Ret: \$	(3,521.00) 10%
2	Total	\$ 31,689.00
1	.9 tax	\$ 3,168.90
2	Paying: \$	34,857.90

LATE PAYMENTS ARE SUBJECT TO LATE FEES AND INTEREST
PER THE TERMS AND CONDITIONS IN YOUR CONTRACT

EXHIBIT D

E Stuart Phase 2a



497 0 248 497 Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

The City of Bellingham has compiled this information for its own use and is not responsible for any use of this information by others. The information found herein is provided simply as a courtesy to the public and is not intended for any third party use in any official, professional or other authoritative capacity. Persons using this information do so at their own risk and by such use agree to defend, indemnify and hold harmless the City of Bellingham as to any claims, damages, liability, losses or suits arising out of such use. Contact the Whatcom County Assessors office (360-778-5050) for the most up to date parcel information.



Legend

- Buildings
- Washington Roads Labels
- Bellingham Streets Street View
- Bellingham Streets Detail View
- County Roads Detail
- Trails
- Railroads
- Asphalt
- Brick
- Bituminous Surface Treatment
- Gravel
- Portland Concrete Cement
- Permeable Concrete
- Private
- Streams
- Culvert
- Main
- Stream
- WA DNR - Fish Habitat Water Type Codes
- S
- F
- N
- Unknown or Non-Typed Water
- MTCA Areas (Model Toxic Control Act)
- City Restoration Sites
- Active
- Proposed
- City Mitigation Sites
- City of Bellingham - Parks
- Detail Parcel Lines
- Lot Line
- Property Line
- Right of Way
- Vacated Right of Way
- Tax Parcels
- Care Facility
- Hospital

Notes

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- Construction access
- Cleaning
- Fence