



CITY OF CANNON BEACH

BEFORE THE PLANNING COMMISSION OF THE CITY OF CANNON BEACH

IN THE MATTER OF A PARTITION AND VARIANCE
TO STREET FRONTAGE REQUIREMENTS REQUEST
AT 120-124-126 N. HEMLOCK ST., TAXLOT 6300,
MAP 51019DD.

FINDINGS OF FACT,
CONCLUSIONS, AND
ORDER NO. P#23-01, V#24-01

IN ZONE: Limited Commercial (C1)

Applicant: Integra Properties
P.O. Box 995
Cannon Beach, OR 97110

Integra Properties application for a Partition and Variance to street frontage requirements at 120-124-126 N. Hemlock St., Taxlot 51019DD06300. The request was reviewed under Cannon Beach Municipal Code Chapter 16, Subdivisions and Chapter 17.84, Variances.

The public hearing on the above-entitled matter was opened before the Planning Commission on 4/25/2024, the Planning Commission closed the public hearing at the 4/25/2024 meeting and a final decision was made at that meeting.

THE PLANNING COMMISSION ORDERS that the request for a Partition and Variance is APPROVED WITH CONDITIONS and adopts the findings of fact, conclusions and conditions that accompany this document. The effective date of this ORDER is 14 days following the signing of this order, subject to the conditions contained in those findings.

This decision may be appealed to the City Council by an affected party by filing an appeal with the City Manager within 14 days of the date this order is signed.

CANNON BEACH PLANNING COMMISSION

DATED: 4/29/2024

DocuSigned by:

D700D28D0B954B9...
Chair Clay Newton



CANNON BEACH COMMUNITY DEVELOPMENT

163 E. GOWER ST.

PO Box 368

CANNON BEACH, OR 97110

Cannon Beach Planning Commission

Findings of Fact and Conclusions of Law

PUBLIC HEARING AND CONSIDERATION OF P#23-01 AND V#23-01, INTEGRA PROPERTIES LLC APPLICATION A PARTITION AND VARIANCE TO PUBLIC STREET FRONTAGE REQUIREMENTS. THE SUBJECT PROPERTY, 120-124-126 N. HEMLOCK ST., TAXLOT 51019DD06300, IS LOCATED IN A (C1) LIMITED COMMERCIAL ZONING DISTRICT. THE REQUEST WILL BE REVIEWED UNDER MUNICIPAL CODE CHAPTER 16, SUBDIVISIONS AND CHAPTER 17.84 VARIANCES.

Agenda Date: April 25, 2024

EXHIBITS

The following Exhibits are attached hereto as referenced.

“A” Exhibits – Application Materials

- A-1** Partition application P#23-01, received September 19, 2023;
- A-2** Proposed partition plat, received September 19, 2023;
- A-3** Variance application V#24-01 with project information, received March 21, 2024;
- A-4** Proposed Lazy Susan access easement, received April 16, 2024;

“D” Exhibits – Public Comment

- D-1** J. O’Hanlon comment, received April 9, 2024;
- D-2** P. Lathrop comment, received April 22, 2024;

SUMMARY & BACKGROUND

The applicant is requesting a partition of Lot 10 of Block 47 of the Seal Rock Beach Subdivision in order to create a parcel containing the Lazy Susan Café at 126 N. Hemlock St. in order to facilitate the sale of that property. At present the subject property contains two structures, a multi-unit commercial building facing N. Hemlock St. and a second building containing the Lazy Susan Café. The portion of the property proposed to be separated by this partition will not have a street frontage, however it does face a private parking lot at the intersection of W. 1st St. and N. Larch St., for this purpose the applicant is requesting a variance to street frontage requirements.

APPLICABLE CRITERIA

17.22.050 – C1 Limited Commercial Zoning District, Standards

The Planning Commission finds that the proposed partition will not result in the creation of lots that are non-conforming to the C1 zone’s standards. No redevelopment of any structures on the subject property is proposed in conjunction with this application.

16.04.310 – Design Standards, Lots

The Planning Commission finds that the proposed partition plan is consistent with the applicable criteria of the Municipal Code. It finds that existing easements for utilities and pedestrian access will need to be updated to reflect the change in land tenure and that new agreements and easements for the maintenance of utilities and common areas will need to be drafted as necessary.

16.04.390 – Variance, Action of the Planning Commission

17.84.040 – Variances, Criteria for Granting

The Planning Commission finds that the proposed partition of the subject property will result in the new parcel containing the Lazy Susan Café being effectively landlocked with no frontage onto a public right-of-way. The Commission finds that the proposed access easement detailed in the variance application meets the established criteria of the Municipal Code and is consistent with the Comprehensive Plan. The proposed access easement will be tied to the newly partitioned parcel, transfer with changes of ownership, and preserve access if the parking lot at 1st and N. Larch St. is redeveloped.

DECISION AND CONDITIONS

Motion: Having considered the evidence in the record, based on a motion by Commissioner Moritz seconded by Commissioner Ostrander, the Cannon Beach Planning Commission moves to approve the Integra Properties LLC application for a partition **P#23-01** and a variance to street frontage requirements **V#24-01**, as discussed at this public hearing subject to the following conditions:

1. Applicant shall provide the Community Development Department a copy of the executed purchase and sales agreement between the parties prior to the City signing the partition plat.
2. Prior to the City signing the partition plat, the applicant shall provide a new parking and access easement agreement that provides access from the newly created Parcel 1 (the Lazy Susan parcel) through the Coaster Theater Productions parking lot to W. 1st Street and providing Parcel 1 and Parcel 2 (the Wine Shack) access to 11 parking spaces. This agreement shall be recorded with Clatsop County.
3. Prior to the City signing the partition plat, the applicant shall provide a new maintenance and access easement agreement that shall address items including but not limited to access, common areas/walkways, utilities, maintenance, etc. between the newly created Parcel 1 (the Lazy Susan Parcel) and Parcel 2 (the Wine Shack Parcel). This agreement shall be recorded with Clatsop County.
4. Sixty (60) days after the partition plat is formally recorded by Clatsop County, the applicant shall provide the Community Development Department with the formally recorded access and parking agreement providing Parcel 1 access through the Coaster Theater Productions parking lot to W. 1st Street and providing Parcel 1 and Parcel 2 eleven parking spaces.
5. Sixty (60) days after the partition plat is formally recorded by Clatsop County, the applicant shall provide the Community Development Department with the formally recorded maintenance and access easement agreement between the parties that address items including but not limited to access, common areas/walkways, utilities, maintenance, etc between the newly created Parcel 1 and Parcel 2.



CITY OF CANNON BEACH

PARTITION APPLICATION

Please fill out this form completely. Please type or print.

Applicant Name: Integra Properties
 Email Address: steven.sinkler@gmail.com
 Mailing Address: PO Box 995, CB 97110
 Telephone: 503-440-9249

Property-Owner Name: Steven Sinkler
 (if other than applicant) Maryann Sinkler

Mailing Address: Same

Telephone: _____

Property Location: 124-126 N Hemlock St, CB

(street address)
 Map No.: 51019DD 06300 Tax Lot No.: Acct 5299

Partition Description:

See Attached Proposed Partition Exhibit. Applicant wishes to divide the tax lot between two existing buildings The Lazy Susan and The Wine Shack. The sole purpose of this partition is to sell the Lazy Susan property to it's longtime business owner, Rosa Alvarez.

Please see Municipal Code Sections 16.04.180 and 16.04.190 for Partition information that must be included with this application.

Application Fee: \$500.00

Applicant Signature: Steven Sinkler Maryann Sinkler Date: 09/18/2023

Property Owner Signature: Steven Sinkler Maryann Sinkler Date: 09/18/2023

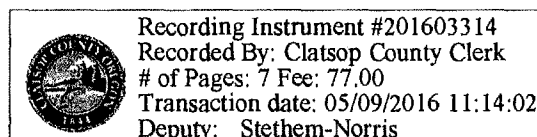
If the applicant is other than the owner, the owner hereby grants permission for the applicant to act on his/her behalf. Please attach the name, address, phone number, and signature of any additional property owners.

For Staff Use Only:

Received on: _____ By: _____

Fee Paid: _____ Receipt No.: _____

(Last revised March 2021)



After Recording, Return to:
Coaster Properties LLC
9770 SW Sunshine Ct.
Beaverton, OR 97005

Site Address:
Larch Street and W. 1st Avenue
Cannon Beach, OR 97110

120, 124, 126 N. Hemlock
Cannon Beach, OR 97110

Assessor's Account No.: 5301 (Map No. 51019DD 6500)
5299 (Map No. 51019DD 6300)

DECLARATION OF PARKING MAINTENANCE AGREEMENT

THIS DECLARATION OF PARKING MAINTENANCE AGREEMENT (this "Declaration") is made as of May 5, 2016 by COASTER PROPERTIES LLC, an Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of the real property in Clatsop County, Oregon described as Parcel 1 on the attached Exhibit A ("Parcel 1"). Declarant is also the owner of the real property in Clatsop County, Oregon described as Parcel 2 on the attached Exhibit A ("Parcel 2"). Pursuant to that certain Declaration of Parking Easement dated May 4, 2016, executed by Declarant and recorded on May 9, 2016 as Document No. 201603303 in the Records of Clatsop County, Oregon (the "Parking Easement Declaration"), the owner of Parcel 2 (and its tenants, licensees, employees and invitees) holds an easement to park a vehicle in eleven (11) of the parking spaces (the "Parcel 2 Easement Spaces") on Parcel 1.

Declarant wishes to provide for maintenance of the parking lot on Parcel 1 and for the owner of Parcel 2 to reimburse the owner of Parcel 1 for certain expenses incurred by the owner of Parcel 1.

NOW, THEREFORE, Declarant hereby declares that Parcels 1 and 2 shall be held, sold and conveyed subject to the following easements and covenants, which shall run with each of such lots and shall be binding upon all parties having or acquiring any right, title or interest therein, and shall inure to the benefit of any successor to Declarant in the ownership thereof:

1. **Maintenance of Parcel 1.** The owner of Parcel 1 shall maintain the parking spaces, paved access ways and landscaping on Parcel 1 in reasonably good condition.

After Recording, Return to:
Coaster Properties LLC
9770 SW Sunshine Ct.
Beaverton, OR 97005

Site Address:
Larch Street and W. 1st Avenue
Cannon Beach, OR 97110

120, 124, 126 N. Hemlock
Cannon Beach, OR 97110

Assessor's Account No.: 5301 (Map No. 51019DD 6500)
5299 (Map No. 51019DD 6300)

DECLARATION OF PARKING MAINTENANCE AGREEMENT

THIS DECLARATION OF PARKING MAINTENANCE AGREEMENT (this "Declaration") is made as of May 5, 2016 by COASTER PROPERTIES LLC, an Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of the real property in Clatsop County, Oregon described as Parcel 1 on the attached Exhibit A ("Parcel 1"). Declarant is also the owner of the real property in Clatsop County, Oregon described as Parcel 2 on the attached Exhibit A ("Parcel 2"). Pursuant to that certain Declaration of Parking Easement dated May 4, 2016, executed by Declarant and recorded on May 9, 2016 as Document No. 201603303 in the Records of Clatsop County, Oregon (the "Parking Easement Declaration"), the owner of Parcel 2 (and its tenants, licensees, employees and invitees) holds an easement to park a vehicle in eleven (11) of the parking spaces (the "Parcel 2 Easement Spaces") on Parcel 1.

Declarant wishes to provide for maintenance of the parking lot on Parcel 1 and for the owner of Parcel 2 to reimburse the owner of Parcel 1 for certain expenses incurred by the owner of Parcel 1.

NOW, THEREFORE, Declarant hereby declares that Parcels 1 and 2 shall be held, sold and conveyed subject to the following easements and covenants, which shall run with each of such lots and shall be binding upon all parties having or acquiring any right, title or interest therein, and shall inure to the benefit of any successor to Declarant in the ownership thereof:

1. **Maintenance of Parcel 1.** The owner of Parcel 1 shall maintain the parking spaces, paved access ways and landscaping on Parcel 1 in reasonably good condition.

2. **Assessments.**

2.1 **Purpose of Assessments.** The owner of Parcel 1 may levy Assessments. The Assessments levied by the owner of Parcel 1 shall (a) be used for costs and expenses incurred by the owner of Parcel 1: (i) to maintain Parcel 1 in reasonably good condition (including costs incurred for cleaning, striping, seal coating, and resurfacing the parking spaces and paved access ways on Parcel 1, reserves therefor, and costs incurred for lighting, landscaping and irrigation on Parcel 1, (ii) for real property taxes and assessments assessed against Parcel 1, and (iii) for any property insurance and liability insurance carried by the owner of Parcel 1 with respect to Parcel 1 (collectively, the "**Parcel 1 Expenses**"), and (b) include an amount equal to 15% of the Parcel 1 Expenses. Any Assessments levied against Parcel 2 and the owner of Parcel 2 under this Declaration shall be equal to the following (the "**Parking Fee**"): 115% of the Parcel 1 Expenses divided by the total number of parking spaces on Parcel 1 (currently 74) multiplied by the number of Parcel 2 Easement Spaces.

2.2 **Type of Assessments.** The owner of Parcel 1 is authorized to levy the following types of Assessments:

(a) **General Assessments.** The owner of Parcel 1 may levy General Assessments for the Parking Fee incurred by or on behalf of the owner of Parcel 1 in accordance with this Declaration.

(b) **Emergency Assessments.** If the General Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of the owner of Parcel 2's Assessments on a current basis, the owner of Parcel 1 shall immediately determine the approximate amount of such inadequacy and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis. Emergency Assessments shall be payable as determined by the owner of Parcel 1.

2.3 **Commencement of Assessment Obligation; Time of Payment.** The obligation to pay Assessments under this Declaration shall commence as to Parcel 2 on May 1, 2016. The first annual General Assessment levied on Parcel 2 shall be adjusted according to the number of months remaining in the calendar year at the time Assessments commence for Parcel 2

2.4 **Payment of Assessments.** Assessments shall be paid in such manner and on such dates as the owner of Parcel 1 may establish. Unless the owner of Parcel 1 otherwise provides, the General Assessment shall be due and payable in advance on January 1st of each calendar year. If the owner of Parcel 2 is delinquent in paying any Assessments or other charges levied on Parcel 2, the owner of Parcel 1 may require the outstanding balance on all Assessments to be paid in full immediately.

2.5 **Creation of Lien and Personal Obligation of Assessments.** The owner of Parcel 2 by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the owner of Parcel 1 all Assessments or other charges as may be fixed, established and collected from time to time in the manner

provided in this Declaration. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 3.2, shall be a charge on the land and shall be a continuing lien upon Parcel 2 against which each such Assessment or charge is made. Such Assessments, charges and other costs shall also be the personal obligation of the owner of Parcel 2 at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Section 3. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. No further recording of a claim of lien for Assessments or notice of a claim of lien is required to perfect the owner of Parcel 1's lien for Assessments.

2.6 **Voluntary Conveyance.** In a voluntary conveyance of Parcel 2 the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of Parcel 2 up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of the owner of Parcel 2 for the benefit of a prospective purchaser, the owner of Parcel 1 shall make and deliver a written statement of the unpaid Assessments against the prospective grantor of Parcel 2 effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid Assessments against the grantor not included in the written statement.

2.7 **No Waiver.** Failure of the owner of Parcel 1 to fix Assessment amounts or rates or to deliver or mail the owner of Parcel 2 an Assessment notice shall not be deemed a waiver, modification or release of the owner of Parcel 2 from the obligation to pay Assessments. In such event the owner of Parcel 2 shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the owner of Parcel 1 may retroactively assess any shortfalls in collections.

2.8 **No Option to Exempt.** No owner of Parcel 2 may exempt himself or herself from liability for Assessments by nonuse of parking spaces on Parcel 1, abandonment of Parcel 2, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of the owner of Parcel 2. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the owner of Parcel 1 to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

2.9 **Certificate.** Upon written request, the owner of Parcel 1 shall furnish to owner of Parcel 2 a certificate in writing signed by owner of Parcel 1 setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The owner of Parcel 1 may require the advance payment of a reasonable processing fee for the issuance of such certificate.

3. **Enforcement.**

3.1 **Default in Payment of Assessments; Enforcement of Lien.** If an Assessment or other charge levied under this Declaration is not paid within 30 days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due

date at the rate set forth below. In such event the owner of Parcel 1 may exercise any or all of the following remedies:

(a) The owner of Parcel 1 may suspend the owner of Parcel 2's right to use parking spaces on Parcel 1 until such amounts, plus other charges under this Declaration, are paid in full, and may declare all remaining periodic installments of any General Assessment immediately due and payable. The owner of Parcel 2 acknowledges that if its right to use parking spaces on Parcel 1 is suspended or if it otherwise fails to comply with the City of Cannon Beach Zoning Code requirements for off-street parking, the owner of Parcel 2 may be subject to fines by the City of Cannon Beach and/or other enforcement action available to the City of Cannon Beach for any noncompliance of Parcel 2 with the City of Cannon Beach Zoning Code requirements for off-street parking.

(b) The owner of Parcel 1 may foreclose its lien against Parcel 2 for any Assessment levied against Parcel 2, including any fines or other charges imposed under this Declaration against the Owner of Parcel 2, in a suit or action brought in any court of competent jurisdiction in the manner provided herein. No action shall be brought to foreclose such delinquent Assessment lien sooner than ten (10) days after the date a notice of claim of lien is recorded by the owner of Parcel 1 and a copy is deposited in the United States mail, certified or registered, postage prepaid, to the owner of Parcel 2 at such owner's last known address. The notice of claim of lien must contain a sufficient legal description of Parcel 2, the record owner or reputed owner thereof, the amount claimed (including at the owner of Parcel 1's option the cost of preparing and recording the notice of claim of lien, interest on the unpaid assessment and costs of collection, including a reasonable attorneys' fee), and the name and address of the claimant. Any such foreclosure and sale provided for above shall be conducted in accordance with the provisions regarding foreclosure of liens under Chapter 88 of the Oregon Revised Statutes or in any other manner permitted or provided by the laws of the State of Oregon. The owner of Parcel 1 shall have the power to bid on Parcel 2 at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same.

(c) The owner of Parcel 1 may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien described in Section 3.1(b). Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The owner of Parcel 1 shall have any other remedy available to it by law or in equity.

3.2 **Interest and Expenses.** Any amount not paid to the owner of Parcel 1 when due in accordance with this Declaration shall bear interest from the due date until paid at a rate that is the greater of 18 percent per annum or three percentage points per annum above the prevailing Portland, Oregon prime rate as of the due date, but not to exceed the lawful rate of interest under the laws of the State of Oregon. In the event the owner of Parcel 1 shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a reasonable fee for preparing the notice of lien.

3.3 **Costs and Attorneys' Fees.** In the event of any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the prevailing party in such suit or action shall be entitled to recover all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

3.4 **Nonexclusiveness and Accumulation of Remedies.** An election by the owner of Parcel 1 to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the owner of Parcel 1.

3.5 **Subordination of Lien to Mortgages.** The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage on Parcel 2 which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of Parcel 2 shall not affect the Assessment lien, but the sale or transfer of Parcel 2 which is subject to any Mortgage pursuant to a decree of foreclosure or nonjudicial sale thereunder shall extinguish any lien of an Assessment, notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release Parcel 2 from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges. "Mortgage" shall mean a mortgage or deed of trust recorded in the Records of Clatsop County, Oregon against Parcel 2.

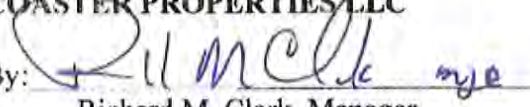
4. **Protection of Rights of Mortgagees.** No breach of the provisions in this Declaration shall defeat or render invalid the lien of any mortgage(s) or deed(s) of trust now or hereunder executed which affects an owner's interests pursuant to this Declaration; provided, however, that upon any sale under foreclosure of any mortgage(s) or under the provisions of any deed(s) of trust, any purchaser at such sale, and its successors and assigns, shall hold any and all property interest so purchased subject to all of the provisions of this Declaration.

5. **Benefits and Burdens.** The benefits and burdens of the easements and covenants contained in this Declaration shall run with the parcel so benefited or burdened.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

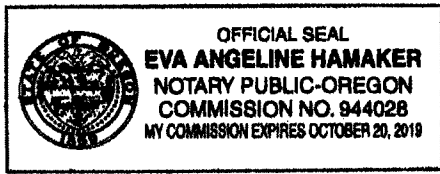
DECLARANT:

COASTER PROPERTIES, LLC

By: 
Richard M. Clark, Manager

STATE OF Oregon)
COUNTY OF Washington)ss.

This instrument was acknowledged before me this 5th day of May, 2016, by Richard M. Clark, Manager of COASTER PROPERTIES LLC, an Oregon limited liability company, on its behalf.



Eva A. Hamaker
Notary Public
My commission expires: 10/20/19

EXHIBIT A

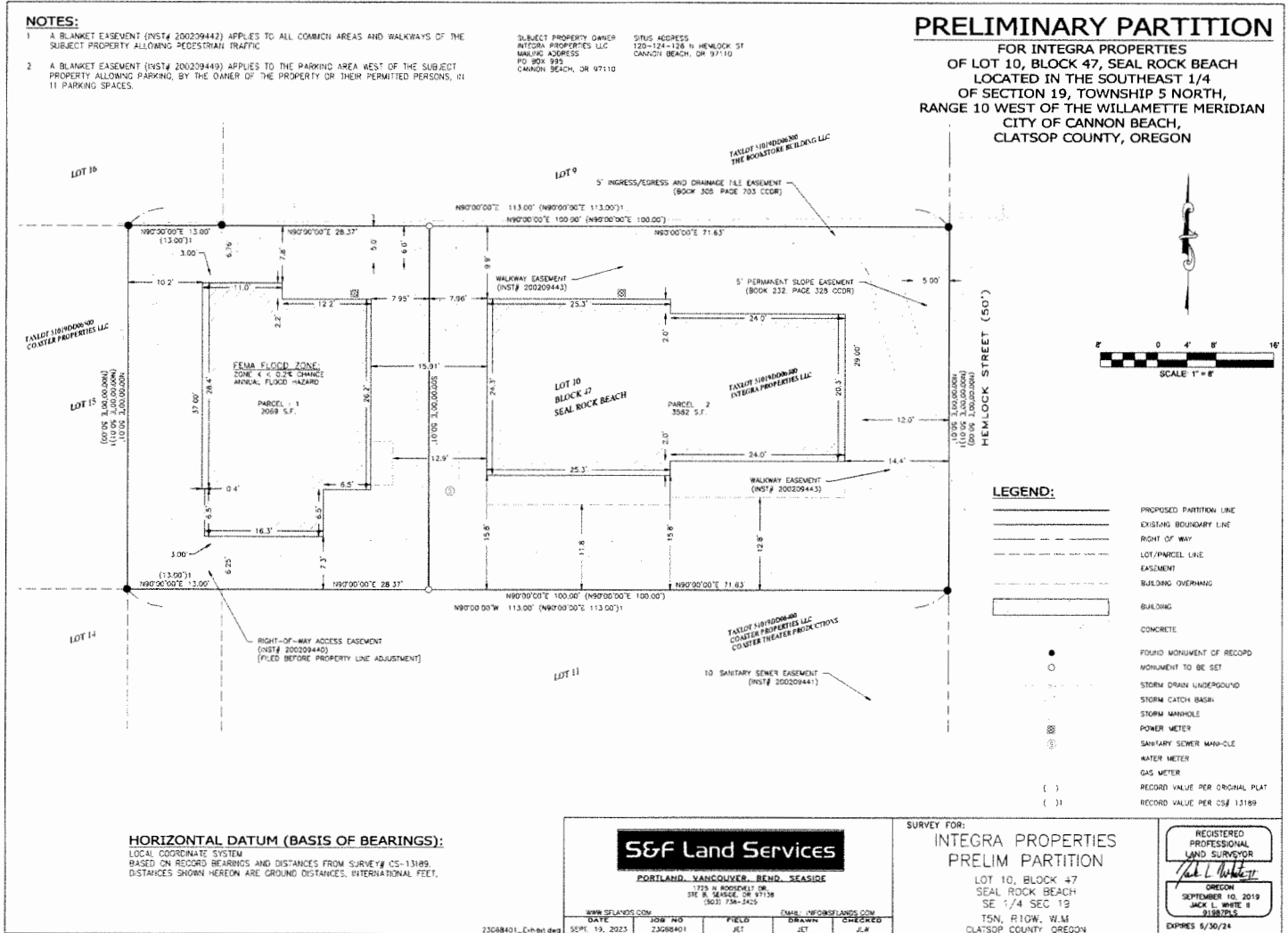
Parcel 1

All of Lot 13, less and excepting the east 11.00 feet of Lot 13,
All of Lot 14, less and excepting the east 13.00 feet of Lot 14,
All of Lot 15, less and excepting the east 13.00 feet of Lot 15, and
All of Lots 16, 17, 18 and 19, Block 47, SEAL ROCK BEACH, in the County of Clatsop, State
of Oregon.

Situated in the Southeast Quarter of Section 19, Township 5 North, Range 10 West, W.M.,
County of Clatsop, State of Oregon.

Parcel 2

All of Lot 10, together with the East 13.00 feet of Lot 15, Block 47, SEAL ROCK BEACH, in
the City of Cannon Beach, County of Clatsop, State of Oregon.



NOTES:

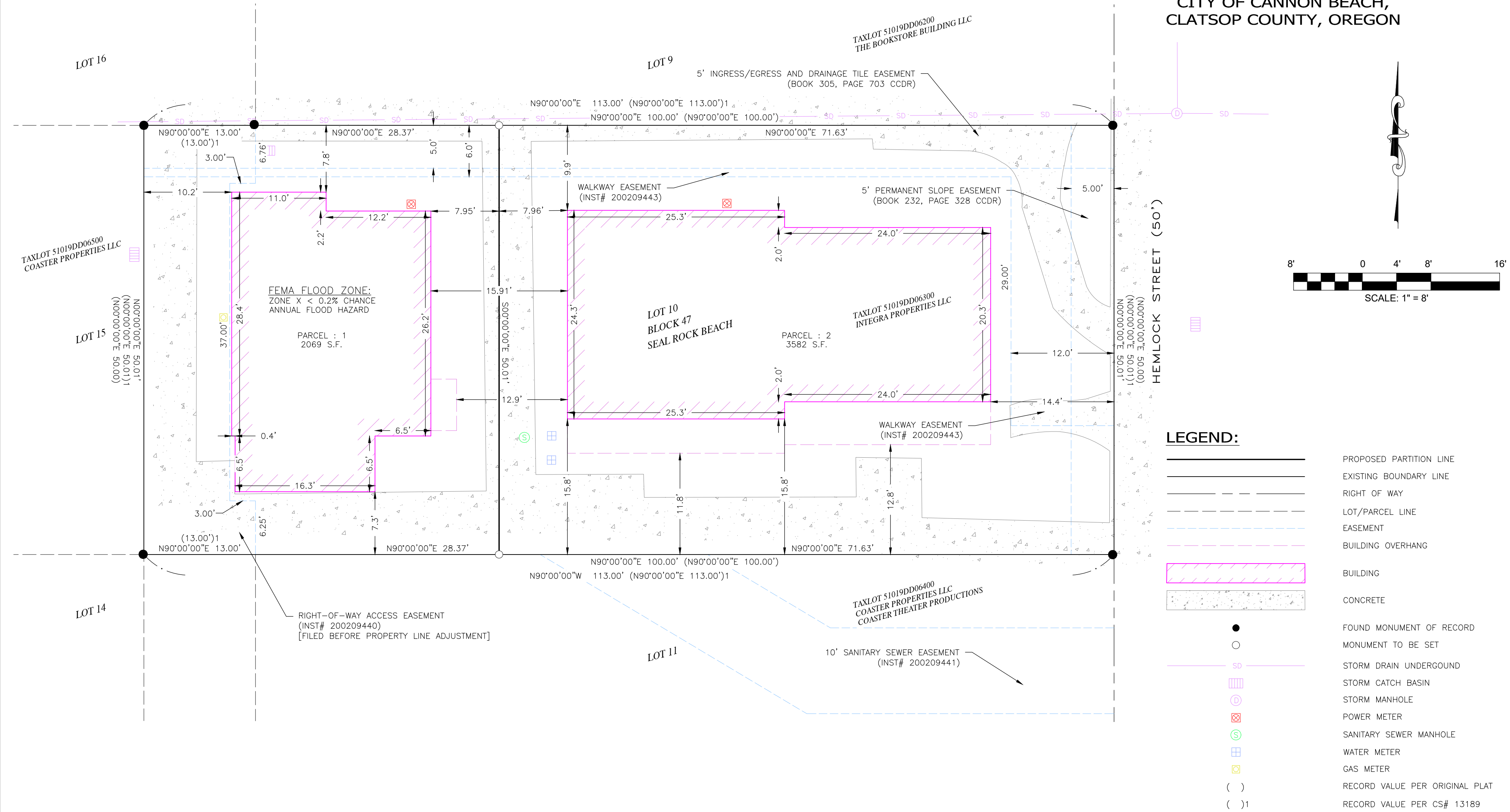
1. A BLANKET EASEMENT (INST# 200209442) APPLIES TO ALL COMMON AREAS AND WALKWAYS OF THE SUBJECT PROPERTY ALLOWING PEDESTRIAN TRAFFIC
2. A BLANKET EASEMENT (INST# 200209449) APPLIES TO THE PARKING AREA WEST OF THE SUBJECT PROPERTY ALLOWING PARKING, BY THE OWNER OF THE PROPERTY OR THEIR PERMITTED PERSONS, IN 11 PARKING SPACES.

SUBJECT PROPERTY OWNER:
INTEGRA PROPERTIES LLC
MAILING ADDRESS:
PO BOX 995
CANNON BEACH, OR 97110

SITUS ADDRESS:
120-124-126 N HEMLOCK ST
CANNON BEACH, OR 97110

PRELIMINARY PARTITION

FOR INTEGRA PROPERTIES
OF LOT 10, BLOCK 47, SEAL ROCK BEACH
LOCATED IN THE SOUTHEAST 1/4
OF SECTION 19, TOWNSHIP 5 NORTH,
RANGE 10 WEST OF THE WILLAMETTE MERIDIAN
CITY OF CANNON BEACH,
CLATSOP COUNTY, OREGON



HORIZONTAL DATUM (BASIS OF BEARINGS):
LOCAL COORDINATE SYSTEM
BASED ON RECORD BEARINGS AND DISTANCES FROM SURVEY# CS-13189.
DISTANCES SHOWN HEREON ARE GROUND DISTANCES, INTERNATIONAL FEET,

S&F Land Services

PORTLAND, VANCOUVER, BEND, SEASIDE

1725 N ROOSEVELT DR,
STE B, SEASIDE, OR 97138
(503) 738-3425

WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

DATE	JOB NO.	FIELD	DRAWN	CHECKED
SEPT. 19, 2023	23G68401	JET	JET	JLW

SURVEY FOR:
INTEGRA PROPERTIES
PRELIM PARTITION

LOT 10, BLOCK 47
SEAL ROCK BEACH
SE 1/4 SEC 19
T5N, R10W, W.M.
CLATSOP COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack L. White II

OREGON
SEPTEMBER 10, 2019
JACK L. WHITE II
91987PLS

EXPIRES 6/30/24



CITY OF CANNON BEACH

City of Cannon Beach
Finance Department

MAR 21 2024

VARIANCE REQUEST APPLICATION

PAID

Please fill out this form completely. Please type or print.

Applicant Name: Integee Properties LLC, Steven & Maryann Sinkler
 Email Address: steven.sinkler@gmail.com, msinkler@gmail.com
 Mailing Address: PO Box 995
Cannon Beach, OR 97110
 Telephone: 503.440.9249, 503.440.9280

Property-Owner Name: same
 (if other than applicant)

Mailing Address: _____

Email Address: _____

Telephone: _____

Property Location: 120.124.126 N. Hemlock St, Cannon Beach, OR 97110
 (street address)

Map No.: _____ Tax Lot No.: 5101DD06300 Account ID 5399

VARIANCE REQUEST: — see attached written response.

1. Description of variance that is being sought (setback, height, access requirement, etc.)

— see attached written response

2. Description of the proposed building plans pertinent to the variance request.

— see attached written response


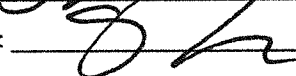
3. Justification of the variance request. Explain how the request meets each of the following criteria for granting a variance. — see attached written response

a. How would a literal application of the Zoning Ordinance requirement impose a practical difficulty or an unnecessary hardship, and how would the application of the requirement be inconsistent with the objectives of the Comprehensive Plan?

- b. Explain any exceptional or extraordinary circumstances or conditions that are applicable to this property or to the intended use of the property which do not generally apply to other properties in the same zone.
- c. Explain why the granting of the variance will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the near vicinity.
- d. Explain how this request, if granted, would support policies contained within the Comprehensive Plan.
- e. Explain why this request is not a self-imposed hardship or difficulty.

Use extra sheets, if necessary, for answering the above questions. Attach a scale-drawing showing the dimensions of the property, adjacent street(s), dimensions of existing structures, and dimensions of proposed development.

Fee: \$500.00

Applicant Signature:  Date: 3/21/24
Property Owner Signature:  Date: 3/21/24

If the applicant is other than the owner, the owner hereby grants permission for the applicant to act on his/her behalf. Please attach the name, address, phone number, and signature of any additional property owners. As Property Owner, my signature or an authorized applicant's signature, allows any duly authorized employee of the City to enter upon all properties affected by this permit for the purpose of follow-up inspection, observation, or measurement.

For Staff Use Only:

Received on: _____ By: _____
Fee Paid: _____ Receipt No.: _____

Fees:
803 - Planning \$500
(Last revised March 2021)

PO Box 368 Cannon Beach, Oregon 97110 • (503) 436-8042 • TTY (503) 436-8097 • FAX (503) 436-2050
www.ci.cannon-beach.or.us • planning@ci.cannon-beach.or.us

- d. Explain how this request, if granted, would support policies contained within the Comprehensive Plan.

By approving this variance request, the City is upholding the physical principles and values of small scale family owned businesses, small scale buildings, rustic streetscapes, community gathering spaces and livability as described in the Comprehensive Plan's "Purpose" and "Vision Statement" sections.

Additionally, the Comprehensive Plan's "Vision Statement" clearly states the importance of community diversity and family-owned businesses to the Cannon Beach community. It is expected that the proposed parcel will be sold to Rosa Alvarez and her family after the partition is complete. Rosa is the Owner of the Lazy Susan restaurant. Rosa and her family, originally from Mexico, are long time coastal residents and long time owners of the Lazy Susan. The Lazy Susan restaurant has been providing delicious meals (breakfast and lunch) to hungry patrons for decades. By approving the variance request, Rosa and her family will be able to protect their minority owned and female owned business.

- e. Explain why this request is not a self-imposed hardship or difficulty.

This partition request is in essence a paperwork change only, with the added requirement of a variance necessary due to the City's code requiring each lot to have public street frontage. After this request is approved, the properties will look exactly the same the day after approval as they had the day before. No physical change is associated with the request.

Variance Request, Photo Attachment

Image 1-Aerial View, Current Access

Street Access #3

Street Access #2

Street Access #1



Parking Lot
West of Parcel

Current Parcel
120-124-126 N Hemlock St.

Image 2-Street View from N Hemlock St



Image 3-Street View from Parking Lot



Image 4-Parking Lot Access #1 to First St



Image 5-Parking Lot Access #1 from First St



Variance Request, Photo Attachment, page 2

Image 6-Aerial View Showing Partition and Access via Proposed Easement



Street Access #1
via Proposed Easement

Image 7-Proposed Partition



Variance Request, Photo Attachment, page 3

Photos of Other Access Points to Partitioned Property

Image 8-Parking Lot Access #2 to N Larch



Image 9-Parking Lot Access #2 from N Larch



Image 10-Parking Lot Access #3 to N Larch



Image 11-Parking Lot Access #3 from N Larch



City of Cannon Beach
PO Box 368
Cannon Beach OR 97110 503-436-1581
Receipt No: 25.030294 Mar 21, 2024

Integra Properties LLC
Previous Balance: .00
Planning Dept
Variance Request 500.00
Application 120,124,126 N
Hemlock St
Total: 500.00
Check
Check No: 1049 500.00
Payor:
Integra Properties LLC
Total Applied: 500.00
Change Tendered: .00

Duplicate Copy
03/21/2024 3:51 PM

City of Cannon Beach
Finance Department

MAR 21 2024

PAID

S&F Land Services

1725 N. Roosevelt Dr. Suite B Seaside OR 97138
503-738-3425 — www.sflands.com

ACCESS EASEMENT

A VARIABLE WIDTH ACCESS EASEMENT FOR THE BENEFIT OF THAT TRACT OF LAND DESCRIBED IN CLATSOP COUNTY INSTRUMENT NUMBER 201606596 AS LOT AND THE EAST 13.00 FEET OF LOT 15 OF SEAL ROCK BEACH. OVER AND ACROSS A PORTION OF LOTS 13, 14 AND 15 OF SEAL ROCK BEACH, LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 10 WEST OF THE WILLAMETTER MERIDIAN IN THE CITY OF CANNON BEACH, CLATSOP COUNTY, OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN SAID CLATSOP COUNTY INSTRUMENT NUMBER 201606596, THENCE NORTH 90°00'00" WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 101.32 FEET;
THENCE SOUTH 10°00'00" EAST, A DISTANCE OF 49.46 FEET, TO THE NORTH RIGHT OF WAY OF WEST 1ST AVENUE;
THENCE NORTH 90°00'00" EAST ALONG THE NORTH RIGHT OF WAY OF WEST 1ST AVENUE, A DISTANCE OF 15.23 FEET;
THENCE NORTH 10°00'00" WEST A DISTANCE OF 50.79 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00 FEET, TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN SAID INSTRUMENT NUMBER 201606596;
THENCE ALONG WEST LINE OF SAID PROPERTY NORTH 00°00'00" WEST A DISTANCE OF 50.01 FEET TO THE **POINT OF BEGINNING**.

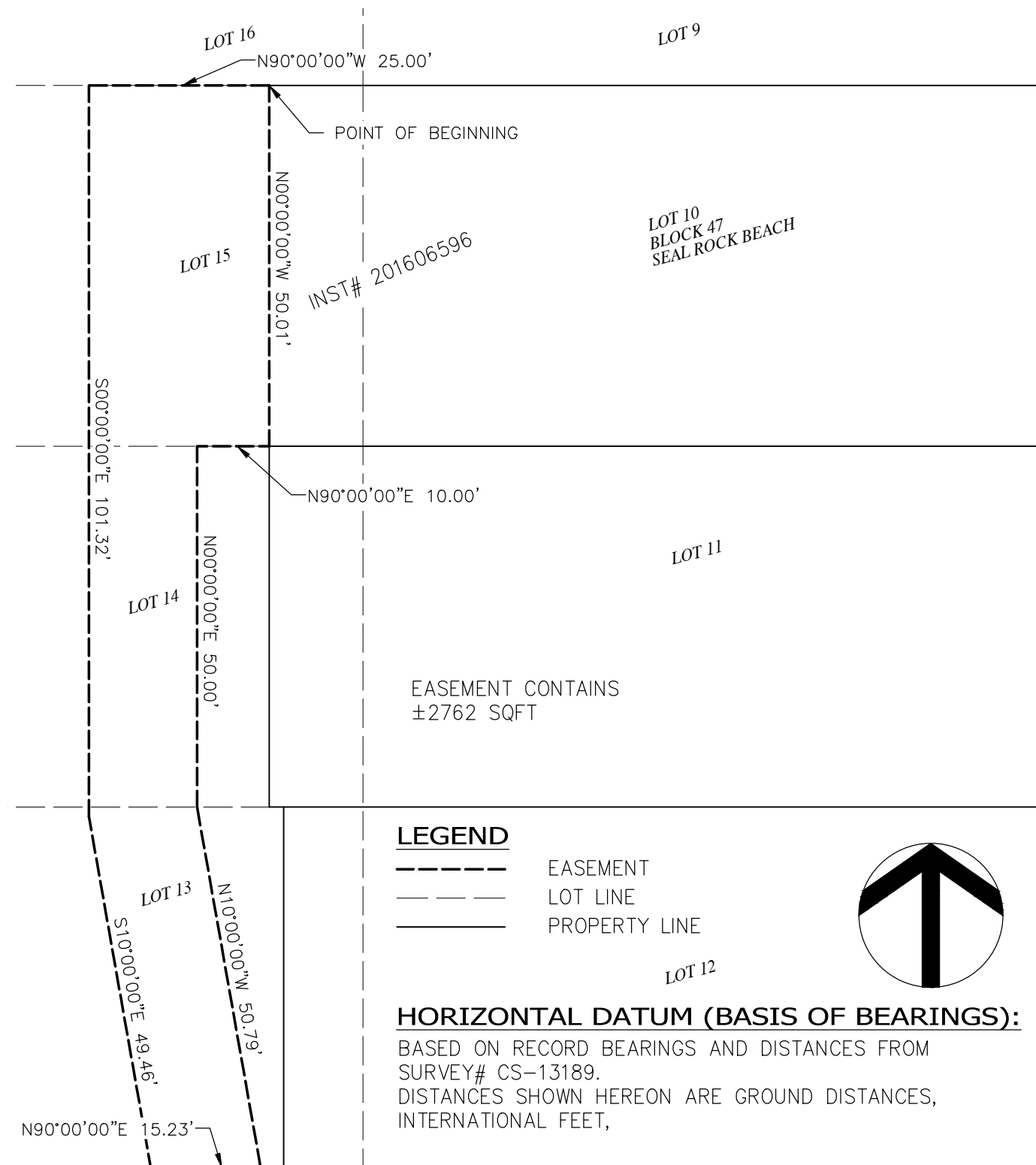
BEARINGS BASED CLATSOP COUNTY SURVEY B-13189

CONTAINING 2,762 SQUARE FEET, PLUS OR MINUS.



EXPIRES 6/30/24

EXHIBIT SKETCH ACCESS EASEMENT



WEST 1ST AVE

S&F Land Services

1 INCH = 20 FEET

Date: 4/15/2024

Proj No: 23G68401

1725 N ROOSEVELT DR, STE
B, SEASIDE, OR 97138
(503) 738-3425

www.sflands.com
info@sflands.com

Robert St. Clair

From: Jim O'Hanlon <johanlon@touchstonenw.com>
Sent: Tuesday, April 9, 2024 3:41 PM
To: Planning Group
Subject: P23-01 and V24-01

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commission,

I am writing in support of this request.

I am a homeowner in Cannon Beach and also an owner of a commercial condominium nearby.

The Variance is requested because one lot would not have street frontage. However, the lot does front on the large parking lot to the west and is also visible from Hemlock through the plaza between the theater and the wine shop.

To me this is sufficient to allow you to approve the variance and partition.

Thank you,

Jim O'Hanlon

This email and any attachments may contain confidential information intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, please notify the sender immediately, and delete this email from your system. Any unauthorized disclosure, copying, or distribution of the material in this email is strictly prohibited.

Robert St. Clair

From: Patrick Lathrop <executivedirector@coastertheatre.com>
Sent: Monday, April 22, 2024 5:12 PM
To: Steve Sokolowski; Robert St. Clair
Cc: Steven Sinkler; Maryann Sinkler
Subject: Easement Support

April 22, 2024

To: City of Cannon Beach

Fr: Coaster Theater Productions

Re: Easement Support

To Whom it may concern,

Coaster Theatre Productions fully supports the proposed partitioning of the current one parcel owned by Integra Properties LLC to be partitioned into two parcels, with Rosa and her family owning the new Lazy Susan parcel.

Coaster Theater Productions has agreed to new access easements for the proposed new parcel which will guarantee permanent access to that parcel.

The Coaster Theater, Wine Shack and Lazy Susan have been good business neighbors and friends for many years and we expect these great friendships to continue in the years to come.

Thank you,

Patrick Lathrop

--

Patrick Lathrop
Executive Director
Coaster Theatre Playhouse
503-436-0609



WEB: coastertheatre.com

Exhibit D-2

FACEBOOK: facebook.com/coastertheatre

TWITTER: [@coastertheatre](https://twitter.com/coastertheatre)