

Jeanne Marks
Dori Schnitzer
1756 Forest Lawn
Cannon Beach, Oregon 97110

Reply: c/o Resource Management
P.O. Box 129
Portland, Oregon 97207-0129

June 22, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

City of Cannon Beach
Planning Commission
P.O. Box 368
Cannon Beach, OR 97110

Re: Proposed Forest Lawn Partition
Site Location: Forest Lawn Road, Cannon Beach, OR 97110 (no address assigned)
Tax Lot ID Number: 51030DA04100

Dear Members of the Planning Commission:

The undersigned own the following property along Forest Lawn Road:

1756 Forest Lawn Road
Tax Lot 51030DD00401 (Lot 401 is bisected by Forest Lawn Road)
Clatsop County, Oregon

Forest Lawn Road is the only street providing vehicular access to our property. Having read the applicant's application, we understand that permanent access to the proposed residence on Lot 2 will be from Forest Lawn and the other two lots will be accessed from Hemlock Street. Forest Lawn is only partially paved, and the majority of the street is graveled. Our concern is potential damage to Forest Lawn Road from trucks during the period of the construction on any of the lots. The contractor may elect to use Forest Lawn during construction, even though the completed homes on Lots 1 and 3 will have their permanent access from Hemlock. We are also concerned that construction related vehicles may elect to park along Forest Lawn impeding our access. We request that you include in the conditions of approval the following conditions:

1. During construction on any lot, trucks and construction vehicles may not use Forest Lawn for access to any of the lots.
2. No vehicular parking on Forest Lawn shall be allowed during construction.
3. If there is any damage to Forest Lawn from construction by trucks or construction related vehicles, the developer must be required at its expense to pay for the cost of fixing the damage.

These restrictions will be in place until all three homes are built and the obligation to repair damage shall be personal to the developer in a signed agreement benefitting us. This is to prevent the developer from completing the homes and terminate its involvement and would prevent us from asserting any Forest Lawn damage claim after the developer has sold the last of the houses. There also needs to be a recorded restrictive covenant recorded against each of the lots in the event that the developer simply sells the lots and is not the builder of the houses.

We appreciate your consideration of our requests.

Very truly yours,


Jeanne Marks


Dori Schnitzer

DAS/JM:wd00063303

cc: Addressee via email (barrett@ci.cannon-beach.or.us)

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