

Conditional Use Permit Application
Article 28-7-11(f) - Driveway Separation Alternatives

Concord Craft Brewery
117 Storrs Street (Map 6443Z Lot 25)
Concord, New Hampshire
May 13, 2026
NPE Proj. No. 20058

Proposal Outline:

This Application for a Conditional Use Permit (CUP) is associated with a new driveway entrance being proposed from Storrs Street to serve as an off-street delivery entrance to the existing Concord Craft Brewery located at 117 Storrs Street. In order to provide an effective loading and delivery area for the existing business, a new curb cut will be installed along Storrs Street that will allow delivery trucks to back up to the main entrance of the business during delivery hours. During delivery hours, one metered parking space on Storrs Street will be unavailable for public use. A license agreement with the City of Concord is being negotiated to allow delivery vehicles to cross and occupy property owned by the City.

The proposed driveway is located approximately 108-feet south of the intersection of Dubois Avenue and Storrs Street. Storrs Street is classified as a Collector Street in Appendix C of the Zoning Ordinance. Section 28-7-8 of the Ordinance requires that driveways entering such streets shall be located at least two hundred (200) feet from street intersections. However, Section 28-7-11(f) of the Ordinance affords the Planning Board the ability to issue a Conditional Use Permit to permit a reduction of this dimension where compliance cannot be achieved. As part of the license agreement being negotiated with the City, the property owner, Phenix Livery, LLC, is obligated to obtain a Conditional Use Permit from the Planning Board for the proposed driveway separation.

Standards of Review for Condition Use Permit – Z.O. Article 28-9-4(b)(4)

In submitting this application for a Conditional Use Permit, the applicant recognizes the need to successfully demonstrate, to the satisfaction of the City of Concord Planning Board, that each of following standards have been or will be fulfilled upon completion of the subject work. Specifically:

- a. The use is specifically authorized in this ordinance as a conditional use;*

The use is specifically authorized by Section 28-7-11(f) – Driveway Separation Alternatives which allows the Planning Board to approve Conditional Use Permits to allow reductions in the required separation of driveways from public intersections.

- b. If completed as proposed by the applicant, the development in its proposed location will comply with all requirements of this Article, and with the specific conditions or standards established in this ordinance for the particular use;*

The proposed development will be in compliance with all other aspects of this Article, and is known to Staff in the context of the license agreement. The proposed driveway will comply with all other aspects of the Zoning Ordinance. The applicant will need to obtain a Driveway Permit from the Engineering Department.

- c. *The use will not materially endanger the public health or safety;*

The proposed driveway is necessary to allow delivery access to the existing building. Other access options have been explored and no other reasonable alternatives exist. The driveway can be operated in a manner that will not disrupt traffic on Storrs Street. Allowing a delivery vehicle to pull off the roadway for brief periods will not endanger the public health or safety.

- d. *The use will be compatible with the neighborhood and with adjoining or abutting uses in the area in which it is to be located;*

The proposed driveway is associated with an existing commercial use on the property – the Concord Craft Brewery. The Brewery is a well-established staple of downtown Concord and has proven to be very compatible and vibrant part of the immediate neighborhood. An active brewery has obvious delivery and loading needs. The new driveway will facilitate safe and proper loading and unloading for the business which will allow it to remain downtown.

- e. *The use will not have an adverse effect on highway or pedestrian safety;*

The proposed driveway will not have an adverse effect on traffic on Storrs Street – it is intended to relieve any impacts to Storrs Street. Moving trucks out of the active travel lane and off of the street will improve public safety.

- f. *The use will not have an adverse effect on the natural, environmental, and historic resources of the City;*

There is no reason to believe that granting of this CUP will have any adverse impact to the natural, environmental, or historic resources of the City. A portion of the area impacted by the delivery project is already improved with a customer patio area.

- g. *The use will be adequately serviced by necessary public utilities and by community facilities and services of a sufficient capacity to ensure the proper operation of the proposed use, and will not necessitate excessive public expenditures to provide facilities and services with sufficient additional capacity.*

This CUP is associated with proposed a proposed driveway entrance and will not have any impact on public or community services.

Standards of Review for Condition Use Permit – Z.O. Article 28-7-11(f)

In addition to the requirements of Article 28-9-4(b)(4) discussed above, the applicant recognizes the need to successfully demonstrate, to the satisfaction of the City of Concord Planning Board: that the reduction in dimension is the most minimal reduction which will still allow the access to be established to the lot while minimizing to the greatest extent possible the potential conflicts of turning movements into and out of the driveway with other turning and through traffic movements on the adjacent street

- 1. That the reduction in dimension is the most minimal reduction which will still allow the access to be established to the lot while minimizing to the greatest extent possible the potential conflicts of turning movements into and out of the driveway with other turning and through traffic movements on the adjacent street.*

It is imperative that the new driveway align with the main entrance to the Brewery where there is an existing landing at loading height. The landing is fitted with a removable railing to facilitate loading and unloading directly to/from the building. The driveway is also positioned along Storrs Street in a manner that will allow it to impact only one existing metered parking space in the street. The driveway width is only 14-feet with a curb-cut of 20-feet which is the minimum necessary to ensure proper turning movements into the driveway without impacting additional parked vehicles on Storrs Street.



AERIAL VIEW
 PREPARED FOR:
CONCORD CRAFT BREWERY
 117 STORRS STREET
 CONCORD, NH



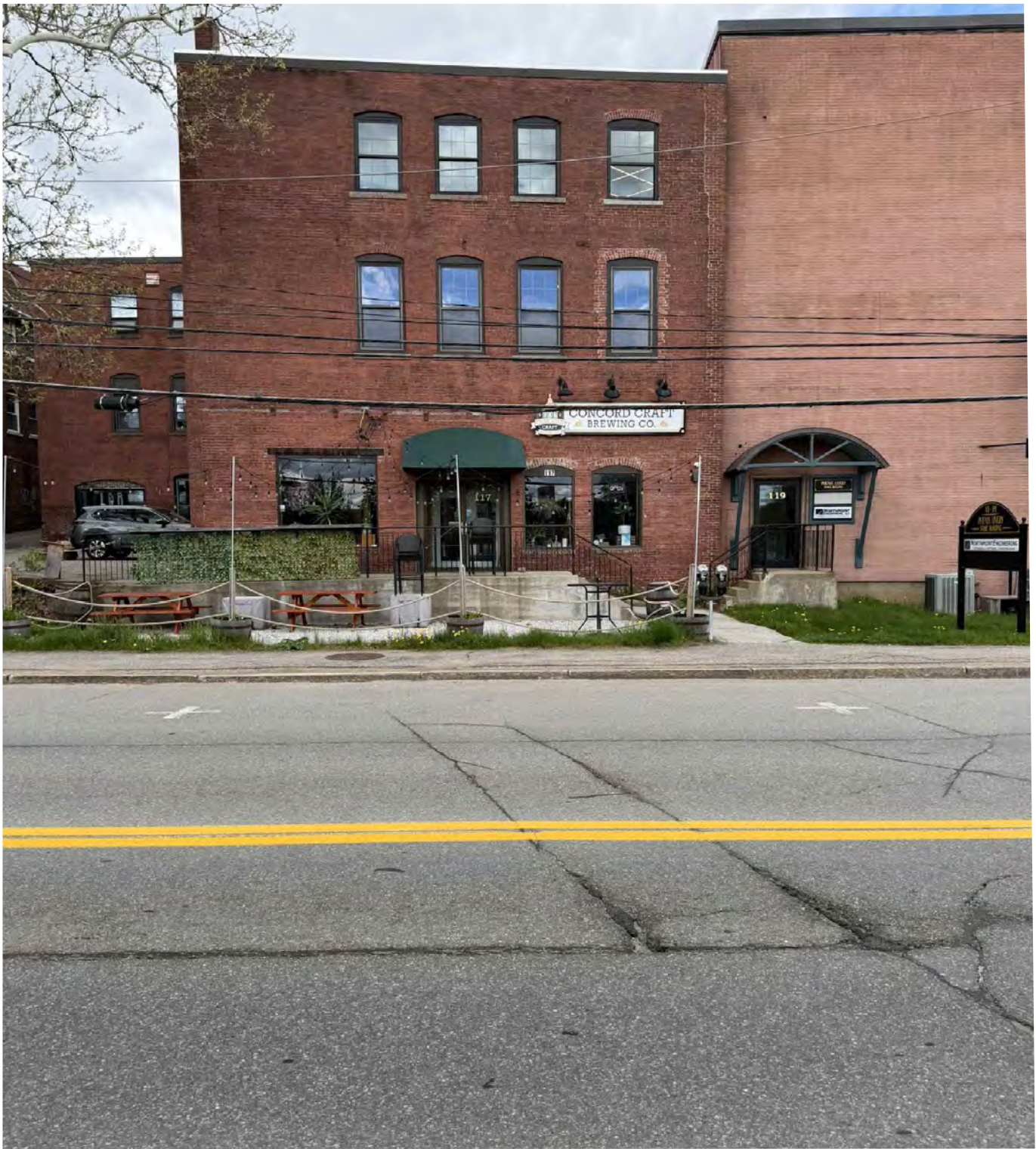
119 Storrs St, Ste 201
 Concord, NH 03301
 Tel 603-226-1166
 Fax 603-226-1160
 www.northpointeng.com

SCALE: 1"=60'

DATE: 05/12/26

PROJ: 20058

SHEET: 1 OF 3



STREET VIEW
 PREPARED FOR:
CONCORD CRAFT BREWERY
 117 STORRS STREET
 CONCORD, NH

NORTHPOINT ENGINEERING, LLC
 Civil Engineering / Land Planning / Construction Services

119 Storrs St, Ste 201
 Concord, NH 03301
 Tel 603-226-1166
 Fax 603-226-1160
www.northpointeng.com

SCALE: N/A

DATE: 05/12/26

PROJ: 20058

SHEET: 2 OF 3



STREET VIEW
PREPARED FOR:
CONCORD CRAFT BREWERY
117 STORRS STREET
CONCORD, NH



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SCALE: N/A

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SHEET: 3 OF 3

LICENSE AGREEMENT

I. PARTIES

A. The City of Concord, New Hampshire, a municipal corporation, with a principal place of business at 41 Green Street, Concord, New Hampshire (the “City”).

B. Phenix Livery, LLC, a domestic limited liability company, with a managing member of Mark Ciborowski, and mailing address of 18 North Main Street, Suite 202, Concord, NH 03301, (“Licensee”), and the owner of real property located at 18-22 Low Avenue, Concord, New Hampshire, Map/Block/Lot 6443/Z/25.

C. The City and Licensee are collectively referred to as the “Parties.”

II. PURPOSE

The purpose of this License Agreement is to permit the Licensee to install and maintain a driveway and associated improvements (collectively, “Driveway Improvements”) on property owned by the City at Map/Block/Lot 6443/Z/11 located on Storrs Street (“Licensed Area”). The location of the Driveway Improvements is shown on the attached document titled “Storrs Street Driveway” prepared for Concord Craft Brewery by Northpoint Engineering dated March 29, 2026.

III. USE OF LICENSED AREA

In accordance with applicable local ordinances, state and federal laws, rules, and regulations, the City hereby grants to Licensee a License to maintain Driveway Improvements on the Premises for the express and sole purposes of facilitating delivery loading at Licensee’s restaurant, Concord Craft Brewing Company (“Concord Craft”), located at 113-119 Storrs Street and operating an outdoor patio for patron usage outside of delivery hours. This Licensed Area shall be utilized only for delivery loading at Concord Craft between the hours of 7:00 a.m. and 10:00 a.m. and occurring not more than once per day during that timeframe. Licensee and Licensee’s tenant shall use best efforts to minimize and reduce the time of active loading and activities that obstruct the sidewalk. No other parking activity will be permitted in the Licensed Area. Loading operations which obstruct the sidewalk may be subject to citations in accordance with Article 18-1-20 of the Code of Ordinances).

The previously executed License (executed August 17, 2020) granting patio rights is hereby modified to accommodate the Driveway Improvements and use of a driveway. Licensee and Licensee’s tenant shall not operate the patio for usage by patrons during active delivery times.

Unless otherwise agreed to by the City in writing, if the Licensee ceases to use the Licensed Area for purposes that necessitate the Driveway Improvements, the Licensee shall immediately, at its own expense, remove the Driveway Improvements and restore the Licensed Area to its original in-kind patio usage and condition, in accordance with the City’s Construction Details and Standards, and in a condition satisfactory to the City Engineer. If Licensee fails to remove the

Driveway Improvements from the Licensed Area and restore Licensed Area within sixty (60) days of Concord Craft ceasing to conduct business at 113-119 Storrs Street, the City may remove the Driveway Improvements and restore the Licensed Area. Licensee shall pay the City for any and all work performed by the City in the restoration of the Licensed Area.

IV. REGULATIONS AND FEES

Licensee shall conform with all laws, ordinances, rules, and regulations applicable to the Licensee's use of the Premises.

V. TERM AND TERMINATION

This License Agreement shall remain in effect until terminated by the City or the Licensee.

The City or the Licensee may terminate this License Agreement in writing to the other party or its agent(s) at any time and for any reason. It is understood and agreed between the Parties that upon any termination of this License Agreement, Licensee shall have no claim whatsoever upon the City for reimbursement of any of Licensee's costs in the exercise of the license rights set forth in this License Agreement.

Termination of both driveway and patio improvements and usage thereof shall occur automatically in the event that Concord Craft ceases operating at 113-119 Storrs Street.

In the event of termination, the Licensee shall immediately cease using the Premises. In no more than sixty (60) days following notice, at its expense, the Licensee shall also restore the Premises to its original in-kind condition, in accordance with the City's Construction Details and Standards, and in a condition satisfactory to the City Engineer. If Licensee fails to restore the Premises within sixty (60) days of the notice of termination, the City may restore the Premises. Licensee shall pay the City for any and all work performed by the City in the restoration of the Premises.

Flexibility concerning the deadline for restoration of the Premises shall be reasonably provided in the event of termination during the winter months (November 1-March 31).

VI. CONSTRUCTION AND MAINTENANCE

All construction and other improvements to the Licensed Area undertaken by Licensee shall be at its sole risk and expense. All construction and improvements shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal law regulations, including, but not limited to, the City's Construction Standards and Details. Licensee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this License Agreement. Any permanent improvements or fixtures constructed by Licensee on the Licensed Area shall be considered the property of the City. The Licensee shall be responsible for all costs associated with the installation, maintenance and removal of the Driveway Improvements.

The driveway shall be paved with bituminous asphalt. Granite curbing shall be provided within the right of way.

The Licensee shall keep the Licensed Area in good condition and repair, safe for public travel and use, and free from snow, ice, and dirt to the satisfaction of the City.

VII. PERMITS

The Licensee shall apply for and secure a Conditional Use Permit from the City's Planning Board, prior to the commencement of construction on any Driveway Improvements, as the proposed improvements will not meet the required separation distance from an intersection as required by the City's Zoning Ordinance Section 28-7-8(c)(2).

In addition to the Conditional Use Permit from the Planning Board, the Licensee must apply for and secure all other permits and necessary approvals for the proposed Driveway Improvements at its own expense. This includes, but is not limited to: a Driveway Permit from the City's Engineering Services Division of the Community Development Department and any necessary permits or approvals regarding modification to the Fidium manhole, if such modification is deemed necessary.

The Licensee shall provide plans for the driveway and all related modifications to City property, as well as any improvements within the Storrs Street right-of-way for review and approval by the City Engineer prior to the commencement of construction of any Driveway Improvements. All Driveway Improvements shall be constructed in accordance with the City's Construction Standards and Details.

VIII. PRECONSTRUCTION MEETING

At least ten (10) calendar days prior to the commencement of any construction of the Driveway Improvements, a meeting shall be held between the Licensee or its designee, the Licensee's selected sitework contractor, and a representative of the City's Community Development Department. The Licensee shall be responsible for coordinating schedules with the City's Engineer.

IX. MUNICIPAL INFRASTRUCTURE AND UTILITIES

The Licensee's ability to utilize the licensed real estate shall be subordinate to those of public and private utilities located at the Premises. Any municipal parking infrastructure, including but not limited to, parking meters, signs, etc., impacted by the construction of the Driveway Improvements shall be replaced or relocated at the sole cost of the Licensee. Any such modification shall be shown on design plans and approved by the Assistant Community Development Director or their designee prior to the commencement of construction.

To the extent any other public or private infrastructure, including but not limited to sidewalks, must be modified or relocated, this shall be done by the Licensee and at the sole cost of the Licensee. Any such modification shall be shown on design plans and approved by the City Engineer prior to the commencement of construction.

Licensee affirms and accepts that an existing City underground water main crosses the Licensed Area. The Licensee, or his agent, shall coordinate with the City's Engineering Services Division prior to, and during construction of the Driveway Improvements to ensure that this water main is not damaged by the construction of the Driveway Improvements. Should the City Engineer conclude that safeguards, including but not limited to the installation of additional valves on the water main, are necessary, the cost for the acquisition and installation of those safeguards shall be borne solely by the Licensee. Any damage to the City's water main from the construction or operation of the Driveway Improvements shall be the responsibility of the Licensee.

Licensee affirms and accepts that existing aerial utilities cross the Licensed Area. The Licensee, or his agent, shall coordinate with the appropriate public utility company prior to, and during construction of the Driveway Improvements to ensure that these aerial utilities are not damaged by the construction of the Driveway Improvements.

During the term of this License Agreement, should the City have to service, repair, relocate or otherwise do any work to this water main in a manner that requires the City, or its agent, to remove any portion of the Driveway Improvements, the City shall bear no responsibility for any damage nor any obligation (financial or otherwise) to rebuild any portion of the Driveway Improvements. If the City incurs a documentable greater cost to any work it undertakes to the water main due to the presence of the Driveway Improvements, that cost shall be borne by the Licensee. The City shall notify the Licensee prior to non-emergency work being done on the water main. However, the City is not under any obligation to do so in responding to emergency situations where such notice is not feasible.

X. INDEMNIFICATION

Licensee shall defend, indemnify and hold harmless the City and its officials, agents and employees (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability, and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation set forth in this License Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Licensee (or its contractors, agents or employees) in connection with this License Agreement; provided, however, that nothing herein shall require the Licensee to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the City. Additionally, to the fullest extent permitted by law, no official, employee, agent, or representative of the City shall be individually or personally liable for any obligation or liability of Licensee under this License Agreement.

Further, Licensee agrees that the City, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to Licensee for any damage to the Licensed Area or to any other property or employee of Licensee or to any other person or entity hired by or affiliated with Licensee resulting from or arising out of the use of the Licensed Area.

The indemnification obligations set forth herein shall survive the term of this License Agreement. Licensee must choose defense counsel acceptable to the City and obtain the City's consent to any proposed settlement.

XI. INSURANCE

During the Term of this License Agreement, Licensee shall furnish to the City a certificate that the Licensee has in force general liability insurance, naming the City as an additional insured, by written endorsement without a waiver of subrogation, with respect to commercial general liability, as it pertains to this license, in an amount not less than \$1,000,000 per incident or occurrence. Upon issuance of a Certificate of Occupancy, the Licensee shall maintain, during the Term of this License Agreement and for so long as Licensee continues Licensee's use within the Premises, the following insurance:

A. Commercial General Liability

General Aggregate	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

B. Workers Compensation

As required per NH law.

C. General Requirements. The following conditions shall apply to the insurance policies required herein:

(1) Licensee shall submit certificates of insurance for all coverage required hereunder on the effective date and on each anniversary thereof, or at the City's reasonable request, together with such other relevant insurance documentation as the City may reasonably request. All the insurance required under this License Agreement shall name the City as additionally insured with respect to commercial general, and all insurance policies and certificates shall include a provision requiring thirty (30) days' written notice to the City by certified mail of any cancellation, material change, or reduction in coverage.

(2) All insurance of Licensee shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(3) All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the State of New Hampshire and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

(4) Licensee's failure to obtain, procure, or maintain the required insurance shall constitute a material breach of this License Agreement.

(5) Licensee's obligation to hold harmless and indemnify the City shall not be limited by the requirement for, or existence of, insurance coverage.

(6) The City shall have the right to require Licensee to increase such limits when, during the term of this License Agreement, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or Licensees are more or less generally increased, it being the intention of this sentence to require Licensee to take account of inflation in establishing minimum limits of liability insurance maintained from time to time, but not without sixty (60) days advanced written notice to Licensee.

XII. NOTICES

Any notice or other communication required by this License Agreement will be deemed to have been duly given, if deposited in the U.S. Mail, postage prepaid, and addressed to the other City or Licensee at the address set forth in the identification of the Parties in this License Agreement.

XIII. DISPUTES

The Parties hereby submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this License Agreement or any related agreement, and further waive any and all objections they may have as to venue in such courts and waive all rights to bring any such action or proceeding before any other court or tribunal. All legal actions taken by the Parties shall be commenced in Merrimack County New Hampshire Superior Court.

XIV. NO ORAL WAIVER, MODIFICATION, OR TERMINATION

This License Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties hereto or by the party against which enforcement is sought. Any change, modification or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

XV. ASSIGNMENT

Licensee may assign or otherwise transfer this License Agreement upon the City's written consent, which shall not be unreasonably delayed, conditioned or withheld.

XVI. GOVERNING LAW

This License Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire.

XVII. SEVERABILITY

If any term or provision of this License Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License Agreement shall be valid and be enforced to the fullest extent permitted by law.

XVIII. NO THIRD PARTY BENEFICIARIES

This License Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

XIX. CAPTIONS

The captions and headings throughout this License Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify, or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this License Agreement, nor in any way affect this License Agreement, and shall have no legal effect.

XX. PROPERTY TAXES

Licensee shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Premises which are the result of Licensee's use of the Premises and/or the installation, maintenance, and operation of the Licensee's improvements, Pursuant to RSA 72:23, I(b), or other applicable statute or ordinance, the failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall result in termination of this License Agreement.

The property currently has an assessed value of \$125,800. The value of the property will be updated: (1) upon completion of the Licensee's proposed improvements; and (2) as part of ongoing revaluation by the City in the normal course. Licensee shall retain all statutory rights to seek an abatement of assessed values per applicable law.

XXI. ENTIRE AGREEMENT

This License Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and thereof, and supersedes all prior agreements and understandings between the Parties.

City of Concord

By: _____
Thomas J. Aspell, Jr., City Manager
Duly Authorized

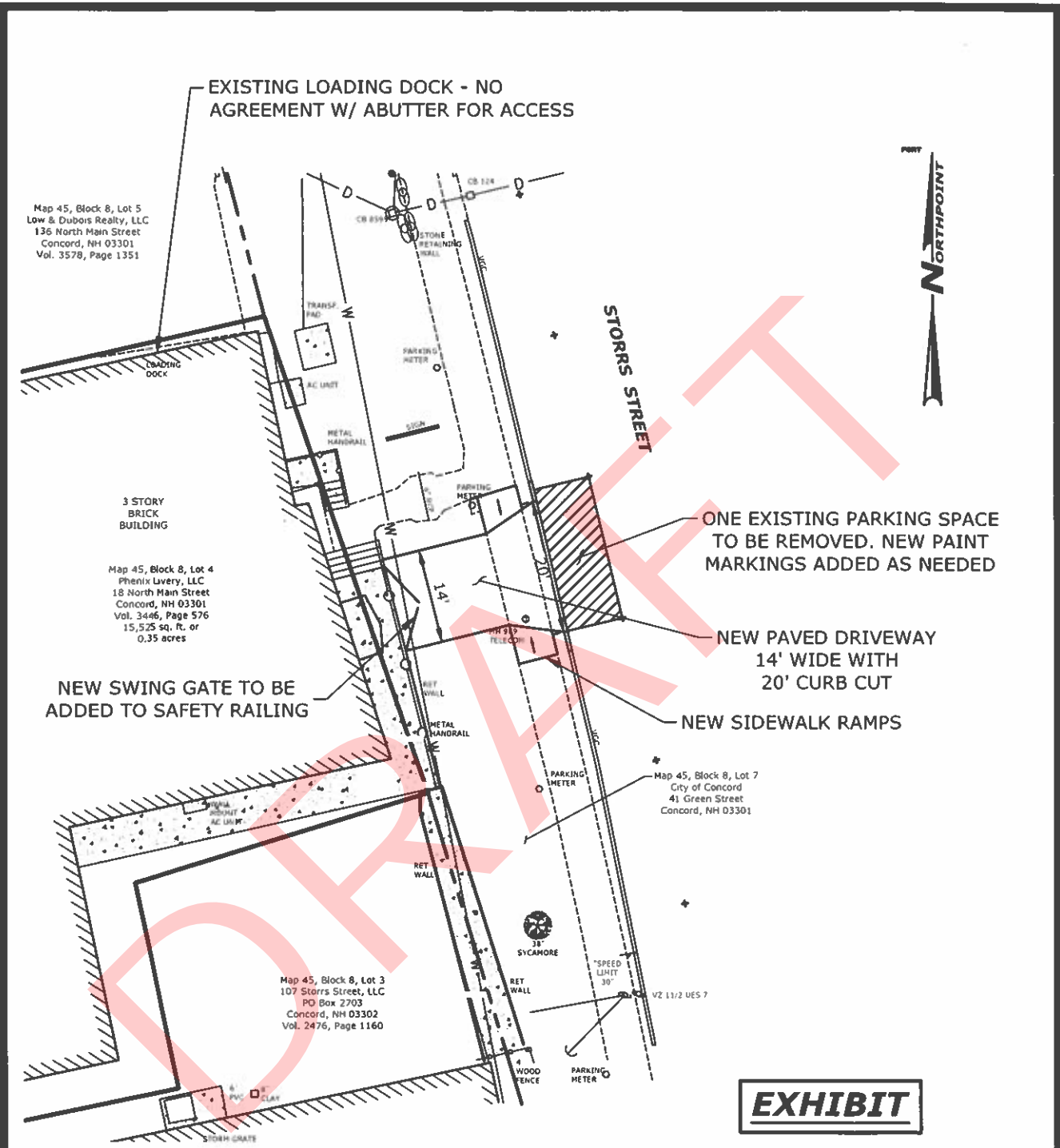
Date: _____

Phenix Livery, LLC

By: _____
Mark Ciborowski
Duly Authorized

Date: _____

DRAFT



STORRS STREET DRIVEWAY
 PREPARED FOR:
CONCORD CRAFT BREWERY
 117 STORRS STREET
 CONCORD, NH

NORTHPOINT ENGINEERING, LLC
 Civil Engineering / Land Planning / Construction Services

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