

RICHARD D. BARTLETT & ASSOCIATES, LLC

LICENSED LAND SURVEYORS

EST. 1973

Tel: (603)225-6770

214 NORTH STATE STREET
CONCORD, NH 03301

info@richarddbartlett.com
www.richarddbartlett.com

Mark C. Sargent, LLS - Manager
Daniel J. Mullen, LLS

March 12, 2025
City of Concord
41 Green Street
Concord, NH 03301
Attn: Planning Board

Project: Lot Line Adjustment- Storrs Street Parking Lot - Map 6442Z, Lots 6 & 7
Lands of Granite Center, LLC & New Hampshire Historical Society

Dear Chairman and members of the Planning Board,

The application being presented to the board is for a straightforward lot line adjustment between Map 6442Z, Lots 6 & 7 which lie on the easterly side of Storrs Street adjacent to the Legislative Parking Garage. The sites are located in the OCP District and both exist as interconnected private parking lots owned by Granite Center, LLC (Lot 6) and the New Hampshire Historical Society (Lot 7), respectively. Access to the parking lots is provided via a gated entrance and a deeded access way across land now or formerly of Brixmor Capitol SC, LLC situated northerly of the existing Bank of America site. Primary pedestrian access is via a walkway from Storrs Street.

Lot 7 is a 2.16 Ac. lot, and the intent is to annex 0.57 Ac. to Lot 6, leaving a remainder of 1.59 Ac.

Lot 6 is a 0.49 Ac. lot that will be increased in size to 1.06 Ac. because of the adjustment. There are no anticipated site changes to either lot with respect to this submission.

Both sites, as they exist, are considered pre-existing non-conforming lots in terms of allowed lot coverage. (See plan for calculations). The total amount of impervious surfaces on both lots will not change, however as a result of the lot line adjustment, Lot 7 will become slightly less non-conforming, whereas the coverage on Lot 6 will increase slightly. The applicant intends to apply for a variance at the Zoning Board of Adjustment to allow for this change to occur. The configuration of the parking lots would not change, and there are currently no modifications or improvements proposed on either lot, thus they would function in the same manner as they currently do. Lot 7 is currently leased from the Historical Society and the lot line adjustment will allow Granite Center, LLC to own, rather than lease, a larger portion of the parking lot.

Site pictures



North lot viewing south



South lot viewing north



View south to vehicular access



View north to gated access



Vehicle access viewed from Storrs Street



Primary pedestrian access from Storrs Street

Respectfully submitted,

A handwritten signature in cursive script that reads "Daniel J. Mullen".

Daniel J. Mullen, LLS

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March 11, 2025
City of Concord
41 Green Street
Concord, NH 03301
Attn: Planning Board

Project: Lot Line Adjustment- Storrs Street Parking Lot - Map 6442Z, Lots 6 & 7
Lands of Granite Center, LLC & New Hampshire Historical Society

Dear Chairman and members of the Planning Board,

Our firm prepared the Lot Line Adjustment plan for the above noted project.

We are hereby requesting waivers to several Subdivision Regulations which we believe would be irrelevant, and/or provide little or no informational benefit to the Planning Board and the general public. Granting the waivers would not change the character of the neighborhood, nor diminish surrounding property values and would not be contrary to the spirit of the ordinances.

Specifically, we hereby request waivers of the following Subdivision requirements:

- 12.03.(5) & 15.1 (3) Wetlands
- 12.07 Wetland delineation
- 12.08(3) & 15.03(4) Topography
- 15.02(11) Multiple Sheets
- 15.03(11) Municipal Sewer

Justifications

1. The granting of the waivers will not be detrimental to the public safety, health, welfare or injurious to other property.

The site is an urban parking lot. Omitting all the above listed items will have no impact to surrounding properties, whereas, there are no proposed site changes with respect to this submission.

2. The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property.

With respect to items 12.03(5), 15.1(3) and 12.07, this property is an urban paved parking lot.

With respect to items 12.08(3) & 15.03(4), depicting topographic information will have no effect on the application as it is a functioning parking lot running through two lots and will continue to be despite a lot line adjustment.

With respect to item 15.02(11), the site configuration is such that if a smaller plan scale were to be used to depict each lot fully on its own sheet and/or to create match lines coincidental with property lines would greatly diminish the level of detail shown and is also not practical.

With respect to item 15.03(11), since the request is merely to adjust a lot line the utilities are existing and are not expected to be altered with respect to this application, providing rim and invert information would provide nothing beneficial, and would not enhance this application.

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.

Whereas the lots are urban, paved parking areas, where no improvements are proposed, to include all items being requested would not provide any relevant information and would be an unnecessary burden to the applicants to provide data that would serve no relevant purpose.

4. Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of these regulations.

For the waivers being requested, the information required would not provide any relevant or useful information in order to allow the applicants to enjoy reasonable use of the properties and would not be contrary to the intent and spirit of the ordinance, nor would it have any affect on surrounding properties.

5. The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan Reports or Official Map.

The proposed waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan or Official Map, whereas there are no changes anticipated to either site and the functions of each lot will remain the same.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. Mullen". The signature is fluid and cursive, with the first name being the most prominent.

Daniel J. Mullen, LLS

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Mark C. Sargent, LLS - Manager
Daniel J. Mullen, LLS

March 21, 2025
City of Concord
41 Green Street
Concord, NH 03301
Attn: Planning Board

Project: Lot Line Adjustment- Storrs Street Parking Lot - Map 6442Z, Lots 6 & 7
Lands of Granite Center, LLC & New Hampshire Historical Society

Dear Chairman and members of the Planning Board,

Our firm prepared the Lot Line Adjustment plan for the above noted project.

We are hereby requesting waivers to the following Subdivision Regulations which we believe would be irrelevant, and/or provide little or no informational benefit to the Planning Board and the general public. Granting the waivers would not change the character of the neighborhood, nor diminish surrounding property values and would not be contrary to the spirit of the ordinances.

Specifically, we hereby request waivers of the following Subdivision requirements:

- 12.08(16) Signs
- 12.08(17) Solid Waste and Outside Storage

Justifications

1. The granting of the waivers will not be detrimental to the public safety, health, welfare or injurious to other property.

The site is an urban parking lot. Omitting all the above listed items will have no impact to surrounding properties, whereas, there are no proposed site changes with respect to this submission.

2. The conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable generally to other property.

With respect to both items, the site is an existing paved parking lot with no buildings. Since the request is merely to adjust a lot line, to provide the requested information would be of no benefit.

3. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, an unnecessary hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations are carried out.

There are many signs shown on the plan as well as dumpster locations. It would be an unnecessary use of time and expenditure to the applicant to visit the site to provide measurements on items that have no bearing on the task at hand.

4. Specific circumstances relative to the subdivision or conditions of the land in such subdivision indicate that the waiver will properly carry out, or not be contrary to, the spirit and intent of these regulations.

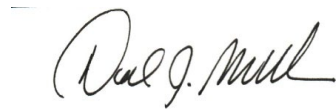
For the waivers being requested, the information required would not provide any relevant or useful information in order to allow the applicants to enjoy reasonable use of the properties and would not be contrary to the intent and spirit of the ordinance, nor would it have any affect on surrounding properties.

5. The waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan Reports or Official Map.

The proposed waivers will not in any manner vary the provisions of the Zoning Ordinance, Master Plan or Official Map, whereas there are no changes anticipated to either site and the functions of each lot will remain the same.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. Mullen". The signature is written in a cursive style with a horizontal line above it.

Daniel J. Mullen, LLS



AnneMarie Skinner, AICP
City Planner

CITY OF CONCORD
New Hampshire's Main Street™
Community Development Department
Zoning Board of Adjustment

April 4, 2025

Orr & Reno
Attn: John Arnold
45 S Main St
Concord, NH 03301

RE: Notice of Decision – ZBA 0255-2025

Dear Mr. Arnold:

At a meeting of the Concord Zoning Board of Adjustment, held on April 2, 2025, the Board voted on the following:

Orr & Reno, on behalf of Granite Center, LLC, requests approval for a variance from Section 28-4-1(e) *Maximum Lot Coverage*/Section 28-4-1(h) *Table of Dimensional Regulations*, to permit 89.3% of lot coverage where 85% is the maximum allowed, at Tax Map Lot 6442Z 6, unaddressed Storrs St, in the Opportunity Corridor Performance (OCP) District. Not a development of regional impact. (ZBA 0255-2025)

With a vote of 5-0, the Board granted the variance from Section 28-4-1(e) *Maximum Lot Coverage*/Section 28-4-1(h) *Table of Dimensional Regulations*, to permit 89.3% of lot coverage at Tax Map Lot 6642Z 6, unaddressed Storrs St, where 85% is the maximum allowed, because all of the criteria under RSA 674:33 have been met based on the record before the Board, and the Board adopted the applicant's findings as the Board's findings of fact.

Adopted Findings of Fact:

1. *The variance will not be contrary to the public interest.* “A variance is contrary to the public interest if “it unduly and in a marked degree conflicts with an ordinance such that it violates the ordinance’s basic zoning objectives.” Farrar v. City of Keene, 158 N.H. 684, 691 (2009) (internal quotations omitted). In determining whether a variance would violate basic zoning objectives, the Board should examine whether the variance would alter the essential character of the locality, or whether the granting of the variance would threaten public health, safety, or welfare. Id. Here, allowing the increased lot coverage on Lot 6 will pose no threat to the public safety, health or welfare, or alter the essential character of the locality. The parking lot functions as a cohesive use, even though it is bisected by a lot line. No impervious coverage is being proposed. The increased lot coverage on Lot 6 results solely from shifting the lot line further to the south within the existing parking lot. The function, appearance, and overall lot coverage of the two lots comprising the parking lot will remain the same.”
2. *The spirit of the ordinance is observed by granting the variance.* “The New Hampshire Supreme Court has determined that the requirement that a variance not be contrary to the public interest “is co-extensive and related to the requirement that a variance be consistent with the spirit of the ordinance.” Chester Rod & Gun Club v. Town of Chester, 152 NH 577, 580 (2005). As such, this criterion overlaps with the public interest requirement. For the reasons set forth above, the spirit of the ordinance will be observed. The

primary reason for the variance is to allow Granite Center to own, rather than lease, a larger portion of the existing parking lot. The only change will be on paper.”

3. *Substantial justice will be done by granting the variance.* “Substantial justice is done where granting a variance will not cause harm to the general public that outweighs the benefit to the applicant. See *Malachy Glen Associates v. Town of Chichester*, 155 N.H. 102, 109 (2007). That is the case here, as allowing these variances would cause no harm to the general public. Because the existing parking lot will remain unchanged, the public will not be impacted by the variance. Further, although the lot coverage will increase slightly on Lot 6, it will be reduced on Lot 7. As such, there will be no net change in the overall lot coverage for the existing parking lot. If the parking lot were removed for a new development at some point in the future, the new development on either lot would have to comply with the District’s 85% maximum. In that sense, granting this variance does not create any more lot coverage.”
4. *The values of surrounding properties will not be diminished.* “Granting this variance will not diminish surrounding property values, for the same reasons cited above. The changes will solely be on paper with the shift of the lot line. To the surrounding observer, there will be no change whatsoever.”
5. *Denial of the variance would result in unnecessary hardship because:* “The Property is unique in that it is one of two lots comprising an existing parking lot. The existing lot coverage for each of those two lots, and for the parking lot as a whole, is nonconforming. The existing lot line bisects the parking lot, yet the parking lot is cohesive, and is leased and operated by a single entity. Shifting the dividing lot line further to the south allows Granite Center to own, rather than lease, a larger portion of the parking lot, but does not result in any physical change to the Property, or its use. The overall lot coverage for the Property does not change, and the proposed increase on Lot 6 is offset by the decrease on Lot 7. There is no substantial relationship between the limit on lot coverage and its specific application to this property because the overall lot coverage for the Property will not increase. Denying the variance would prevent Mr. Duprey from owning, rather than leasing, a portion of the parking lot, and would serve no general public purpose. Accordingly, the proposed use and variance request are reasonable.”

If there is a significant change at any time in the future, you are hereby advised to discuss any proposed changes with the City Planner. If the use or construction authorized by this approval has not commenced within the two-year anniversary date of the original decision (or by **April 2, 2027**), it shall be deemed to have expired and authorization shall be considered null and void as specified in Section 28-9-3(b)(5) of the Zoning Ordinance.

Granting of a variance does not authorize construction or use prior to the application for and approval of site plan review, architectural design review, and/or subdivision review, as applicable. Granting of a variance does not authorize construction or use prior to the application for and issuance of a building permit, if applicable.

Zoning Board of Adjustment



AnneMarie Skinner, City Planner

Orr&Reno

John L. Arnold
jarnold@orr-reno.com
Direct Dial 603.223.9172
Direct Fax 603.223.9072

February 13, 2025

City of Concord
Zoning Board of Adjustment
37 Green Street
Concord, NH 03301

Re: ZBA-0255-2025; Variance – Storrs Street, Concord

Dear Chairperson and Members:

Enclosed please find an original and five (5) copies of the Narrative in Support of Variance Application, Grante Center, LLC, submitted on February 11, 2025 for Storrs Street, Concord, along with Orr & Reno's check in the amount of \$460 to cover the filing fees.

Please let me know if you have any questions or concerns.

Sincerely,



John L. Arnold

JLA:lbl
Enclosures

Cvr Ltr to City for Variance(5234767.1).docx

ORR AND RENO PROFESSIONAL ASSOCIATION, CONCORD, NH

86222

City of Concord

Invoice Date	Invoice No.	Description	Matter ID	Amount
2/13/2025	#inv-00012883	Invoice #INV-00012883; ZBA-0255-2025	019700-0001	460.00

Check Date: 2/13/2025

Check Number: 86222

Total Check Amount: \$460.00

Orr&Reno

PROFESSIONAL ASSOCIATION

45 S. Main Street, Suite 400, P.O. Box 3550, Concord, NH 03302-3550
Telephone: 603-224-2381 • Facsimile: 603-224-2318
www.orr-reno.com

People's United Bank

51-7218/2211

86222

DATE	AMOUNT
2/13/2025	460.00

PAY Four Hundred Sixty & No/100 Dollars

TO THE
ORDER
OF
City of Concord

TWO SIGNATURES REQUIRED OVER \$200.00
VOID AFTER 90 DAYS

[Handwritten Signature]

AUTHORIZED SIGNATURE **MP**

⑈086 222⑈ ⑆022000046⑆ 3600003518⑈

Security features. Details on back.



QUARTERS WITH ME!

NARRATIVE IN SUPPORT OF VARIANCE APPLICATION
GRANITE CENTER, LLC

This variance application is related to the surface parking lot on Storrs Street, known as Map 6642Z, Lots 6 and 7 (“Lot 6” and “Lot 7”, and collectively, the “Property”). The Property is located in the Opportunity Corridor Performance District (OCP). Granite Center, LLC (owned by Steve Duprey) owns Lot 6, and leases Lot 7 from the New Hampshire Historical Society. The Property operates as a unified parking lot, although it is bisected by the lot line dividing Lot 6 and Lot 7.

Currently, Lot 6 is approximately .49 acres and Lot 7 is approximately 2.16 acres. Granite Center and the Historical Society seek to do a lot line adjustment to shift the diving line between Lot 6 and Lot 7 approximately 136’ to the south. This would result in taking approximately .57 acres from Lot 7 and adding it to Lot 6. The configuration of the parking lot would not change, and there are currently no modifications or improvements proposed on either lot. The underlying legal lines for the two lots comprising the parking lot would change, but the appearance and function of the parking lot would remain the same.

The lot line adjustment does not impact the overall lot coverage of the combined lots, but does shift some of the lot coverage from Lot 7 to Lot 6:

	<u>Existing Lot Coverage</u>	<u>Resulting Lot Coverage</u>
Lot 6	86.9%	89.3%
Lot 7	87.8%	86.5%

In the OCP District, the maximum permissible lot coverage is 85%. The existing lot coverage on each lot is a pre-existing nonconformity, and is entitled to remain. However, because the proposed lot line adjustment would further increase the lot coverage on Lot 6, a variance to allow 89.3% lot coverage on Lot 6 is required.

1. The variance will not be contrary to the public interest.

A variance is contrary to the public interest if “it unduly and in a marked degree conflicts with an ordinance such that it violates the ordinance’s basic zoning objectives.” Farrar v. City of Keene, 158 N.H. 684, 691 (2009) (internal quotations omitted). In determining whether a variance would violate basic zoning objectives, the Board should examine whether the variance would alter the essential character of the locality, or whether the granting of the variance would threaten public health, safety or welfare. Id.

Here, allowing the increased lot coverage on Lot 6 will pose no threat to the public safety, health or welfare, or alter the essential character of the locality. The parking lot functions as a cohesive use, even though it is bisected by a lot line. No impervious coverage is being proposed. The increased lot coverage on Lot 6 results solely from shifting the lot line further to the south within the existing parking lot. The function, appearance, and overall lot coverage of the two lots comprising the parking lot will remain the same.

2. The spirit of the ordinance is observed.

The New Hampshire Supreme Court has determined that the requirement that a variance not be contrary to the public interest “is co-extensive and related to the requirement that a variance be consistent with the spirit of the ordinance.” Chester Rod & Gun Club v. Town of Chester, 152 NH 577, 580 (2005). As such, this criterion overlaps with the public interest requirement.

For the reasons set forth above, the spirit of the ordinance will be observed. The primary reason for the variance is to allow Granite Center to own, rather than lease, a larger portion of the existing parking lot. The only change will be on paper.

3. Substantial justice is done.

Substantial justice is done where granting a variance will not cause harm to the general public that outweighs the benefit to the applicant. See Malachy Glen Associates v. Town of Chichester, 155 N.H. 102, 109 (2007). That is the case here, as allowing these variances would cause no harm to the general public. Because the existing parking lot will remain unchanged, the public will not be impacted by the variance. Further, although the lot coverage will increase slightly on Lot 6, it will be reduced on Lot 7. As such, there will be no net change in the overall lot coverage for the existing parking lot. If the parking lot were removed for a new development at some point in the future, the new development on either lot would have to comply with the District’s 85% maximum. In that sense, granting this variance does not create any more lot coverage.

4. The value of surrounding properties is not diminished.

Granting this variance will not diminish surrounding property values, for the same reasons cited above. The changes will solely be on paper with the shift of the lot line. To the surrounding observer, there will be no change whatsoever.

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

The Property is unique in that it is one of two lots comprising an existing parking lot. The existing lot coverage for each of those two lots, and for the parking lot as a whole, is nonconforming. The existing lot line bisects the parking lot, yet the parking lot is cohesive, and is leased and operated by a single entity. Shifting the dividing lot line further to the south allows Granite Center to own, rather than lease, a larger portion of the parking lot, but does not result in any physical change to the Property, or its use. The overall lot coverage for the Property does not change, and the proposed increase on Lot 6 is offset by the decrease on Lot 7.

There is no substantial relationship between the limit on lot coverage and its specific application to this property because the overall lot coverage for the Property will not increase. Denying the variance would prevent Mr. Duprey from owning, rather than leasing, a portion of the parking lot, and would serve no general public purpose. Accordingly, the proposed use and variance request are reasonable.

