

Dear Board of Adjustment,

Loaded Question Brewing Company, located at 909 Islington St, is seeking a variance for an outdoor dining and drinking area on a lot separate from that of its principle use. A letter of authorization and license agreement from Eric Chinburg, the owner of the lot containing the proposed seating area, is attached.

The proposed outdoor seating area is located behind 909 Islington St and has elevated railroad tracks separating it from any residential areas. There are several other business in this area (zone CD4-W) which also have outdoor dining and drinking areas. It is for this reason that we believe this outdoor area will be in keeping with the essential character of the neighborhood and not threaten public health, safety, welfare or in any way injure the rights of the public.

This outdoor seating area will significantly improve business during the warmer months as it provides an opportunity that customers, many of whom live in the neighborhood, have requested. Loaded Question will abide by the same rules that govern other outdoor seating areas in the neighborhood and does not see any reason that this one should negatively impact the general public or reduce property values in the area.

Finally, while the proposed outdoor seating area does not meet the requirement that outdoor seating areas be located on the same property as the area of principle use, this regulation is not fairly applied because the edge of building is the property line.

Best regards,
Tom Bath
Co-Owner at Loaded Question Brewing Co.

License Agreement

RECEIVED
FEB 18 2020

This License Agreement made on the 10 day of July, 2019 between Millport, Inc. of 3 Penstock Way, Newmarket, NH 03857, referred to herein as **Licensor**, and Loaded Question Brewing Company LLC, a limited liability company organized and existing under the laws of the state of New Hampshire, with its principal office located at 909 Islington Street, Suite #12, Portsmouth, NH 03801, referred to herein as **Licensee**.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Grant of License and Description of Property

Licensor is the owner of certain property located behind a building located at 909 Islington Street, Portsmouth New Hampshire (the "Building") and Licensee leases a portion of the Building at which it owns and operates a brewery. Licensor grants to Licensee an exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described property located behind the Building, said property being hereafter referred to as **Property** and being more particularly described as follows:

A parcel immediately behind the Building approximately 37 feet in width and approximately 15 feet in length and further indicated on the cross-hatched section on the plan attached hereto as Exhibit A.

II. Purpose

The Property may be occupied and used by Licensee to construct, maintain, repair and use a patio, including the right to place stamped concrete, lighting, tables and chairs on or around the Property and otherwise for use by the owners, employees, contractors and customers of Licensee's brewery located at 909 Islington Street, Portsmouth New Hampshire and for any incidental purposes related thereto during the period beginning on the date hereof and continuing until June 30, 2024 unless this Agreement is terminated earlier as provided in this Agreement.

III. Periodic Payments

Licensee shall pay Licensor License Four Hundred Dollars (\$400) per month payable in advance. The first payment shall be made on first day of the month following the earlier of (a) the date when Licensee has received all permits and approvals to construct and use the patio as described in Article II hereof or (b) October 1, 2019 and subsequent payments shall be made in advance promptly on the first day of each month thereafter during the continuation of this Agreement. All payments shall be pro-rated for any period less than 30 days.

IV. Termination

A. Licensee may terminate this Agreement at any time, without regard to payment periods by giving written notice to the Licensor, specifying the date of

TS
JK

termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified in such notice for the date of termination.

B. Licensor may terminate this Agreement at any time after June 30, 2021, specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified in such notice for the date of termination.

C. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination.

V. Apportionment of Payments on Termination

A. On any termination of this Agreement, Licensor shall apportion, on a thirty-day basis, the monthly fee paid in advance from and including the first day of the month during which the Agreement is terminated to and including the day on which the Agreement is terminated, and the Licensor shall refund to the Licensee the unearned portion of such fee.

B. On any termination of this Agreement, Licensee shall quit the above-described Property, and shall remove from such Property all property installed in, on, or attached to the above-described Property.

C. Any termination of this Agreement, howsoever caused, shall be entirely without prejudice to the rights of the parties that have accrued under this Agreement prior to the date of such termination.

VI. No Waiver


The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

VII. Governing Law

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

VIII. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

TB 

IX. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

X. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

XI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

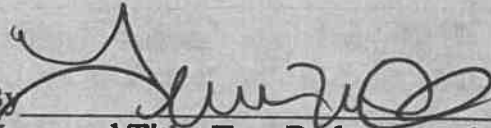
XII. Recordation

This Agreement or a notice of this Agreement may be recorded in the public records.

WITNESS the execution hereof as of the day and date first above stated.

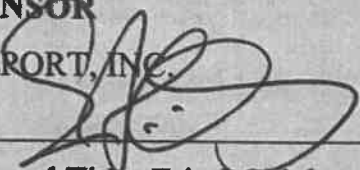
LICENSEE


LOADED QUESTION BREWING
COMPANY LLC

By: 
Name and Title: Tom Bath, General
Manager

LICENSOR

MILLRORT, INC.

By: 
Name and Title: Eric J Chinburg, President

TB 

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 10 day of JULY, 2019 by THOMAS BATH, as GENERAL MGR. of Loaded Question Brewing Company LLC, a New Hampshire limited liability company, as Licensee, who signed on behalf of said company. He is personally known to me or has produced _____ as identification.

[Handwritten Signature]

NOTARY PUBLIC, STATE OF NEW HAMPSHIRE



(SEAL)

(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 5/15/24

COMMISSION No.:

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 10th day of JULY, 2019 by Eric S. Chubb as President of Millport, Inc., a New Hampshire corporation, as Licensor, who signed on behalf of said company. He is personally known to me or has produced _____ as identification.

[Handwritten Signature]

NOTARY PUBLIC, STATE OF NEW HAMPSHIRE



(PRINTED NAME OF NOTARY)

COMMISSION EXP.: 6/05/24

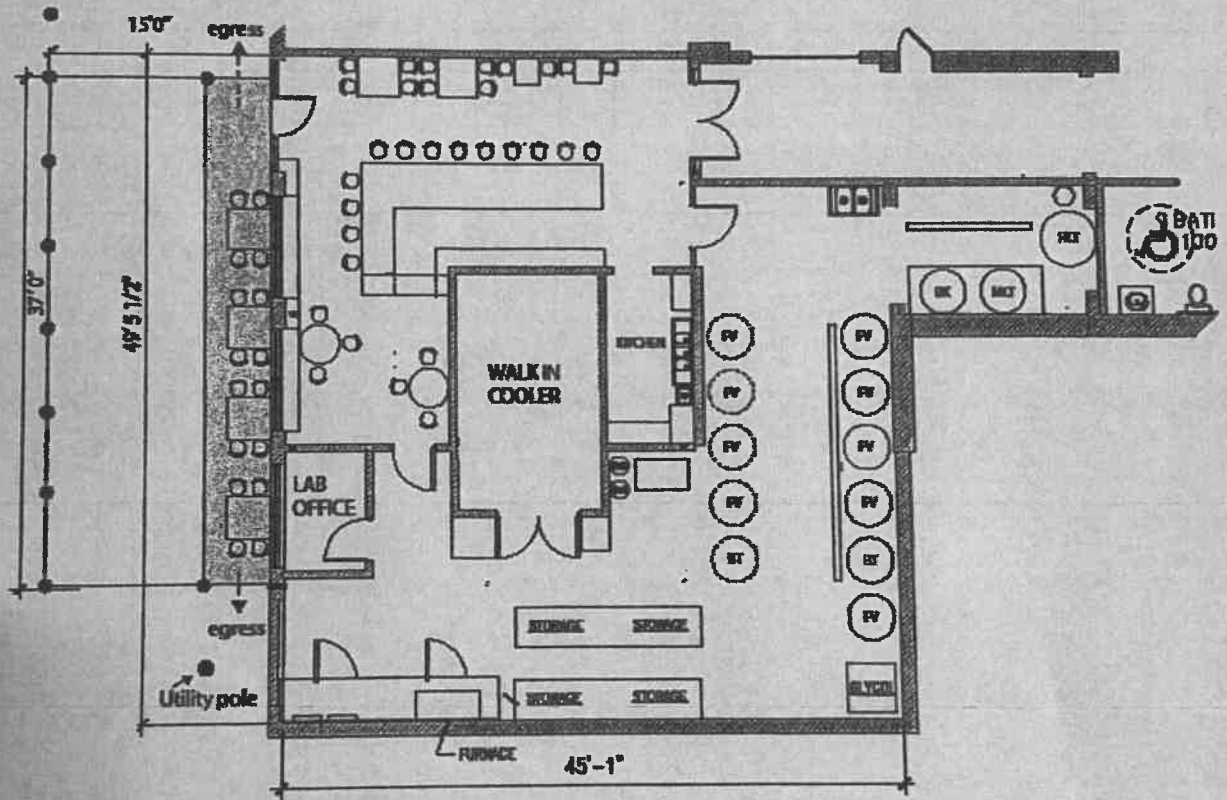
COMMISSION No.:

[Handwritten initials]

EXHIBIT A

LOADED QUESTION BREWING CO. FLOOR PLAN

- Proposed (37' x 15') outdoor seating with 5' x 37' stamped concrete section (shown in grey).
- A movable rope fence will be used to mark the boundary of the space. It will have two emergency egress routes marked with "No Alcohol beyond this point" signs.



[Handwritten signature]

[Handwritten initials]

10.243. Approval Criteria

10.243.10 A conditional use permit shall be granted only if the Planning Board or other such Board or person as may have jurisdiction determines that the proposal conforms to all applicable conditional use permit criteria, as set forth below or in other sections of this Ordinance.

10.243.20 Conditional uses designated in Section 10.440 – Table of Uses, as well as other conditional uses for which no specific criteria are set forth in the Ordinance, shall comply with all of the following criteria:

As Amended Through March 4, 2019

2-8

10.243.21 The design of proposed structures, their height and scale in relation to the site's surroundings, the nature and intensity of the proposed use or activity, and the layout and design of the site will be compatible with adjacent and nearby properties, buildings and uses, will complement or enhance the character of surrounding development, and will encourage the appropriate and orderly development and use of land and buildings in the surrounding area.

The proposed concrete slab is small, fits in with the character of the area and enhances the area.

10.243.22 All necessary public and private utility infrastructure and services will be available and adequate to serve the proposed use.

True

10.243.23 The site and surrounding streets will have adequate vehicular and pedestrian infrastructure to serve the proposed use consistent with the City's Master Plan.

True. Access will be from the front entrance to the brewery as is currently the case.

10.243.24 The proposed structures, uses, or activities will not have significant adverse impacts on abutting and surrounding properties on account of traffic, noise, odors, vibrations, dust, fumes, hours of operation, and exterior lighting and glare. The liquor board agreed that this is the case and plans to approve the patio pending this approval.

10.243.25 The proposed structures and uses will not have significant adverse impacts on natural or scenic resources surrounding the site, including wetlands, floodplains, and significant wildlife habitat.

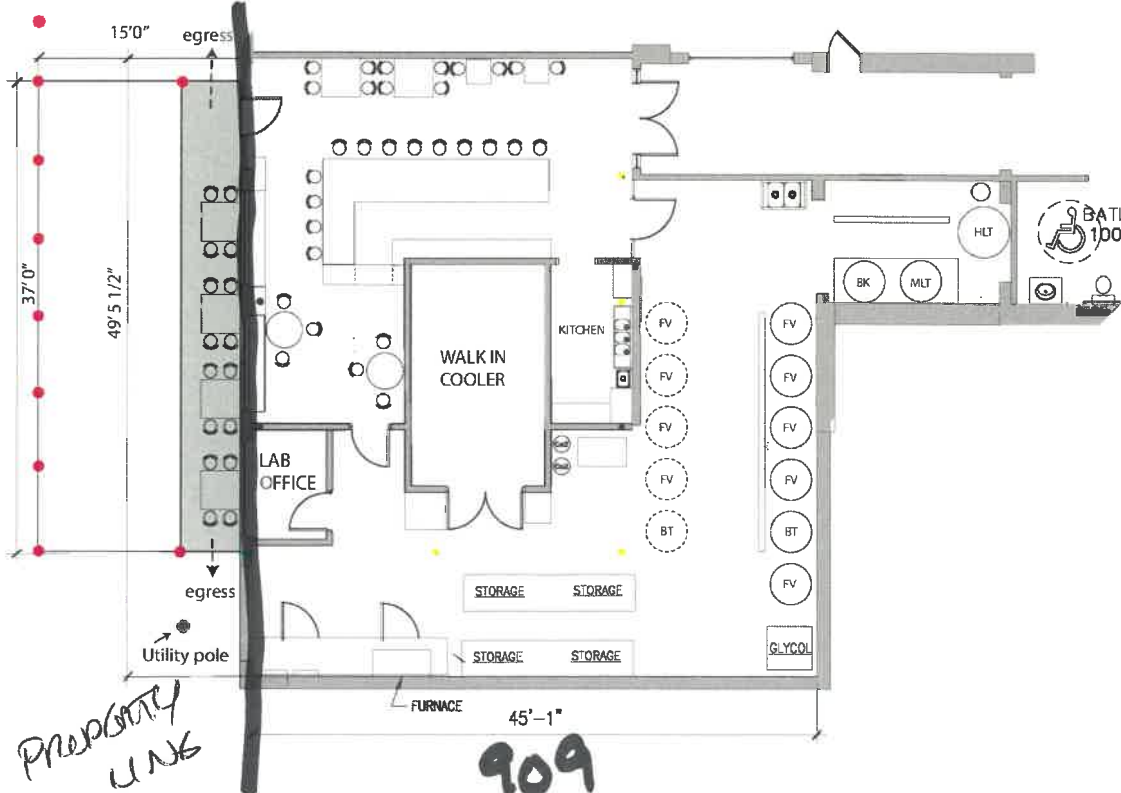
There are no wetlands in the area and the railroad is the closest "neighbor" and will not be affected.

10.243.26 The proposed use will not cause or contribute to a significant decline in property values of adjacent properties. This should improve property values.

Article 2 Administration and Enforcement

LOADED QUESTION BREWING CO. FLOOR PLAN

- Proposed (37' x 15') outdoor seating with 5' x 37' stamped concrete section (shown in grey).
- A movable rope fence will be used to mark the boundary of the space. It will have two emergency egress routes marked with "No Alcohol beyond this point" signs.

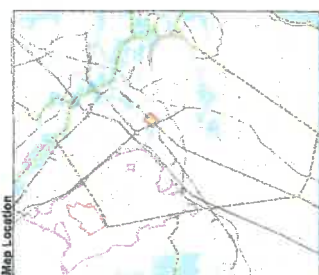
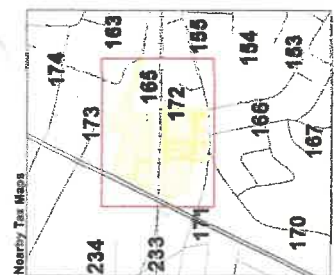


10.243.30 Where specific standards or criteria are set forth in this Ordinance for the particular use permitted by conditional use permit, those standards and criteria shall apply in lieu of the general standards in Section 10.243.20.

W-19-165



This map is for assessment purposes only. It is not intended for legal description or conveyance. Parcels are mapped as of April 1. Building footprints are 2008 data and may not represent current structures. Lot numbers shown on this map may be paper lot numbers. Lot numbers like precedences over address numbers. Address numbers shown on this map may not represent plotted or legal addresses.



Portsmouth, New Hampshire
2019

Tax Map 172

RECEIVED
MAR - 9 2020
By

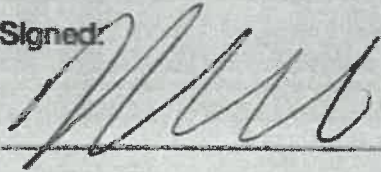
King Weinstien
King Real Estate
198 Saco Ave
Old Orchard Beach, ME 04064

Loaded Question Brewing Co.
909 Islington St.
Portsmouth, NH 03801

To Whom it may concern,

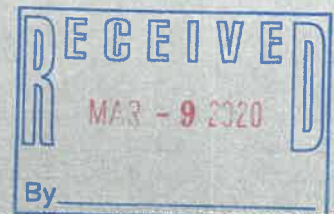
The Members of Loaded Question Brewing Company, Thomas Bath, Benny Moi, and Mark Weidman have permission to build an outdoor dining and drinking area on the property adjacent to 909 Islington St, and located at 1001 Islington st.

Signed:



Dated:

3/8/20



Eric Chinburg
Chinburg Properties
3 Penstock Way
Newmarket, NH 03857
08/28/19

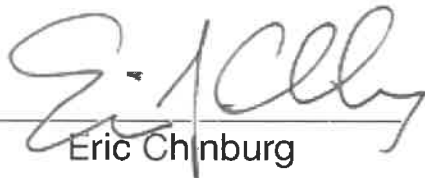
Loaded Question Brewing Co.
909 Islington St.
Portsmouth, NH 03801

To Whom it may concern,

The members of Loaded Question Brewing Co; Benny Moi, Thomas Bath, and Mark Weidman have permission to seek land use approvals, including a variance and CUP, from the City of Portsmouth for the following property.

The area at 1001 Islington Street adjacent to Loaded Question Brewing Co.

Signed, _____



Eric Chinburg

Dated: 8/27/19