

1. The interim use shall be valid for a period of four (4) years from the date of approval by the Town Board. The Landowner may apply for a renewal of the interim use permit, subject to the requirements of applicable ordinances at the time, at any time within the last six (6) months of the initial permit period.
2. The activities and events encompassed by this interim use permit shall be limited to the following activities: a. Tire repair and activities necessary and incidental to tire repair. b. Retail or wholesale sales of tires or other equipment. No repair of vehicles or equipment shall be allowed outside of those related to tires themselves.
3. Activities allowed under the approved IUP shall not create excessive noise. Amplified noise or other noise generation shall comply with the State of Minnesota Noise Rules established by the MPCA. The Township may require Landowner to prepare a noise control plan for approval by the Town Board if there are valid complaints. Landowner shall comply with any noise control plan approved by the Town Board.
4. The hours of operation for tire repair activities that would generate noise beyond the boundaries of the property or traffic from customers shall be limited to 7 a.m. to 10 p.m. This shall not prohibit the business operator from leaving their site to conduct business activities off-site outside of those hours provided it does not involve loading trucks with tires or other equipment in a manner that generates noise beyond the property lines.
5. Tire repair activities shall be limited to the interior of the existing 32' x 40' attached garage. No activities beyond the loading and unloading of tires and related equipment and outdoor storage as limited below shall take place outside of the garage. No expansions of the garage for business activities shall be allowed unless specifically approved in writing by the Town Board.
6. Outdoor storage of new tires or other equipment related to the business shall be limited to south and east of the existing attached garage. All areas of outdoor storage shall be screened by vegetation or fencing so as not to be visible to adjoining landowners – excluding areas directly east of East Street. The parking of 5 operable and licensed vehicles on existing driveway or parking areas shall not be considered outdoor storage.
7. Used tires must be stored in a trailer and disposed of when full at a proper disposal site.
8. Any chloride shall be stored at least 275 feet from wetlands.
9. All signage to be placed or erected on the Property or on any structure shall comply with the requirements (including separate permitting) of Section 9.0 of the Todd Township Land Use Zoning Ordinance (and/or successor language regulating signage).
10. The Landowner shall operate the approved use and Property in accordance with all local, state, and federal regulations - including all requirements as outlined in Section 7.16 of the Todd Township Land Use Ordinance, or successor regulations applicable to home businesses.
11. The Landowner shall, upon reasonable advanced notice, provide the Township staff and/or its agents with access to the Property for inspection for determining compliance with this IUP.
12. Landowner shall consult with the local fire department and comply with any and all requirements they may have regarding the Property, including the storage and use of flammable or hazardous materials, unless specifically waived in writing by the Town Board.

13. Issuance of the IUP is not a substitute for any other permit required in conjunction with activities that may be conducted on the Property, including but not limited to building permits, electrical permits, and road permits. Landowner shall be responsible for obtaining any and all other necessary federal, state or local governmental permits, licenses and/or approvals for the proposed use. If requested by the Township, Landowner shall submit evidence of all required permits, licenses and/or approvals.

14. Upon written notice of any violation of any conditions in this IUP, the Landowner shall promptly remedy the violation within the time period specified by the Township. Any violation not remedied or addressed shall be subject to IUP review and may be basis for IUP termination.

15. Landowner shall at all times comply with the approved application narrative and project plans, the conditions of this IUP and with all Township, County, State and Federal laws applicable to the Property and the use of the Property.

16. Landowner is to notify the Township of any operational changes or site improvements at the Property to determine compliance with the IUP or need for any additional approvals.

17. A certified copy of the IUP shall be recorded by the Town Clerk with the Hubbard County Recorder or Registrar of Titles at Landowner's expense.

18. Landowner shall reimburse the Township for all administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of said IUP application or this IUP. Landowner agrees to pay all such reasonable costs within 30 days of billing by the Township. Bills not paid within 30 days of billing by the Township shall accrue interest at the rate of 6% per year. Further, if Landowner fails to pay said amounts within the time permitted, the Township may specially assess such costs against the Property. Landowner by accepting this IUP knowingly and voluntarily waives any and all rights to appeal any certification/assessment under any applicable statutes, the Constitution, and case law.

19. This IUP shall not go into effect unless Landowner signs this IUP agreeing to the terms and conditions contained herein. We, the Landowners, agree to the above terms and conditions of this IUP.

Steve Safratowich

Andrea Safratowich

PASSED AND ADOPTED BY THE TODD TOWNSHIP BOARD OF SUPERVISORS,
HUBBARD July 8th, 2024