

AFTER-THE-FACT  
CONDITIONAL USE PERMIT  
(Commercial Truck Repair Facility)

1. For purposes of this conditional use permit ("Permit"), the terms "Operator" and "Applicant" shall mean or refer to United Heavy Truck Repair ("UHTR"). The term "Owner" shall mean and refer to Tracy Bros. LLC ("Tracy Bros.") as the owner of the parcel on which the Commercial Truck Repair Facility ("CTRF") already exists. The term "Permittee" shall mean or refer to UHTR and Tracy Bros. jointly and severally. The uses that are permitted by this Permit include the following: engine repair and service, including welding; chassis and brake alignments; parts fabricating; post repair/service testing of work; the operation and maintenance of the equipment customarily used in such repair, service, alignment and fabrication; and storage of fluids and parts customarily associated with motor vehicle repair, fabrication and service (collectively the "Permitted Uses"). Storage of parts for salvage or fabrication may occur out of doors, provided such storage is conducted in a nuisance-free manner.
2. For purposes of this Permit, the term "Town" shall mean or refer to the Town of Clyman, located in Dodge County, Wisconsin. The acronym CZO means the Clyman Zoning Ordinance.
3. For purpose of this Permit, the term CTRF shall refer to and include Building 2 located on the 13.6 acre parcel at the SE ¼ of the NE ½ of Section 32, Town of Clyman, Dodge County, Wisconsin (with the street address of N2797 State Highway 26, Dodge County, Wisconsin). The term "Property" shall include the open spaces on the 13.6 acre parcel where the CTRF is located.
4. All Permitted Uses, except post repair/service testing or minor service and repair, shall take place within the CTRF. Any Permitted Use, except post repair/service testing or minor service and repair, that occurs before 5:00 a.m. or after 10:00 p.m. shall be conducted with the doors to Building 2 closed.
5. Post repair/service testing conducted outdoors on the Property may only occur after 5:00 a.m. and before 10:00 p.m.
6. This Permit does not cover or authorize the conducting of any operations not expressly identified in this CUP.
7. The Owner and Operator shall defend, indemnify and hold harmless the Town and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including attorney's fees, arising out of the acts or omissions of the Permittee under this Permit. The Owner or Operator shall have the exclusive right to select defense counsel for the Town pursuant to this provision.

8. On an ongoing basis, the Permittee shall be responsible for obtaining all permits and approvals required by other applicable federal, state and county agencies for all activities conducted on the Property associated with or as a result of the CTRF. Copies of all permits, approvals and licenses issued by such agencies shall be provided to the Town Clerk including any future notices of such agencies of alleged non-compliance. Violation of such permits, approvals and licenses that go unreported to the Town constitute violations of this Permit.

9. In the event either the Operator or Owner sells or otherwise relinquishes control of or its ownership interest in the CTRF to anyone or any entity, this Permit may only continue in force if the Operator's or Owner's successor agrees in writing, acknowledged before a notary public, to be bound by all of the terms and conditions of this Permit. Notwithstanding the foregoing, a prospective new Owner or Operator may seek in advance of any transfer of ownership or operation a determination by the Board that one or more conditions of this Permit may be modified. An applicant for such a determination shall pay the CUP application fee then in force.

10. The Zoning Administrator or the Administrator's appropriate designee may enter the Property to ascertain compliance or to investigate an alleged violation of the terms of this Permit. Anyone inspecting pursuant to this provision may at the Permittee's discretion be escorted by the Operator or Owner (or their Designee) and shall comply with all safety regulations imposed by the Operator on its own employees. Refusal to promptly allow inspection shall constitute noncompliance with this CUP.

11. This Permit shall be reviewed by the Town Board three (3) years after it is issued to verify ongoing compliance with all of its material terms and conditions. The Permittee shall cooperate with the Board in that review by attending the public meeting and responding to the Board's questions, if any. If, based on the information gathered in conjunction with the meeting, the Board determines that this Permit is in need of modifications, additions or deletions, the Board shall thereafter initiate the procedures under the CZO appropriate for taking such actions.

12. Should any section, clause or provision of this Permit be declared by any Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Permit as a whole or any part thereof, other than the part or parts so declared to be invalid.

FINDINGS

The Town Board of the Town of Clyman finds that the existing CTRF will be in conformance with the standards of approval under § 6.2 of the Town's Zoning Ordinance, and the granting of this Conditional Use Permit will not unreasonably interfere with the use, enjoyment and retention of value of neighboring property in the Town provided the conditions listed above are satisfied and continue to be satisfied.

Dated: \_\_\_\_\_, 2008

TOWN OF CLYMAN TOWN BOARD

\_\_\_\_\_  
Chairperson

Attest: Clerk