



Close ~ Converse

COMMERCIAL & PREFERRED PROPERTIES

— PRESENTS —

COMMERCIAL LOTS

HWY 371, NISSWA, MN 56468



COMMERCIAL REAL ESTATE | BUSINESS BROKERAGE | LAND & BUILDING DEVELOPMENT
INVESTMENT & INCOME PROPERTIES | TAX DEFERRAL STRATEGIES

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{ Features }

Commercial Lots.

Enjoy Hwy 371 frontage - just north of Sportland Corners in Nisswa. With great Hwy 371 visibility, these large commercial lots are ideal for you to move or expand your business to the Nisswa area. Locals and tourists alike flock to this area for many of their shopping needs – you could be in the middle of it all, located near Hazelwood Drive!



Location: Hwy 371, Nisswa, MN 56468

Directions: From the Hwy 371/CR 77 intersection in Nisswa (Sportland Corners) - North approx. 1/8 mile - Left on Hazelwood Drive - Property is immediately on the left (south)

Lot Size:

Lot 1:	56,013 sq. ft. (1.28 Acres) SOLD!
Lot 2:	52,011 sq. ft. (1.19 Acres) SOLD!
Lot 3:	75,900 sq. ft. (1.74 Acres) <i>Exact Size to be determined with Platting</i>
Lot 4:	105,900 sq. ft. (2.43 Acres) <i>Exact Size to be determined with Platting</i>

Lot Dimensions:

Lot 1:	157' x 289' x 65' x 140' x 353' SOLD!
Lot 2:	147' x 353' x 133' x 65' x 289' SOLD!
Lot 3:	To be determined with Platting
Lot 4:	To be determined with Platting

Price:

Lot 1:	SOLD!
Lot 2:	SOLD!
Lot 3:	\$149,000
Lot 4:	\$199,000

Continued on next page.

{ Features }

2019 Taxes:	\$2,140 Taxes are for the entire parcel - to be re-assessed with subdivision
Water:	A Private Well needs to be installed by the purchaser
Sewer:	City Sewer is currently not available. It would need to be extended at the purchasers own cost to service the property. As of January 1st, 2010, the cost to connect to an existing City Sewer System line will be \$6,200/ERC (equivalent residential connection) (ERC's are calculated based on the commercial use proposed and size of the building)
Utilities Available:	Natural Gas (Xcel Energy) & Electric (MN Power) Utilities are located along Hwy 371
Stormwater Retention:	Handled On-Site 10-year frequency storm event require to be constructed by developer
Landscaping Requirements:	Approval needed by the Planning Commission of landscape plans prepared by a professional landscape architect or a commercial nursery
Setbacks:	Minimum Lot Size of 30,000 sq. ft. and 100' Lot Width
Front Yard Setback:	30' from Future Hazelwood Drive or Common's Drive Right of Way (If building is constructed prior to Hazelwood Drive's existence, setbacks need to meet the Hwy 371 setback of 90' from Right of Way)
Side Yard Setback:	15'
Rear Yard Setback:	30'
Max Building Height:	25'
Parking:	On-site parking or garage space shall be provided in all Zoning Districts, except as specifically exempted, with adequate drive access to eliminate the need to back onto collector streets or highways. Onsite parking spaces shall not be used for storage.
Parking Stall Size:	Any parking stall shall be a minimum of 20' long and 9.5' wide
Parking Ratio:	Office Space: 1 per 200 s.f. Restaurants: 1 per 3 seats Industrial Uses: 1 per 1000 s.f. Retail Uses: 1 per 500 s.f. Medical/Dental Offices: 6 per Doctor Mixed Use Buildings: As determined by the P.C. Motor Vehicle Service Stations: 3 per Service Stall Beauty/Barber Shops: 2 per Chair + 1 for each 3 employees

Continued on next page.

{ Features }

Impervious Surface:	Maximum 50% Impervious
Zoning:	HB - Highway Business District A district that allows and encourages commercial development that provides services and shopping facilities adjacent to Trunk Highway 371. The City of Nisswa should encourage open space design principles for commercial projects within this district.
PID#:	28140662 (For entire parcel)
Legacy PID#:	280143100AA0009 (For entire parcel)
Neighboring Businesses:	Located along the Hwy 371 corridor, neighboring businesses include Wendy's, Nisswa Building Supply, Frandsen Bank, Days Inn, Nisswa Marine, Liquid Reflektions, Holiday Gas Station, Glynlyon, Schaefer's Foods, Blackridge Bank, Spirits of Nisswa, Subway, Petals & Beans, Anytime Fitness, The Animal House, Belle Cheveax Salon & Spa, Grandview Resort, Zorbaz, Bar Harbor plus many other unique retail/food/specialty shops within the town of Nisswa

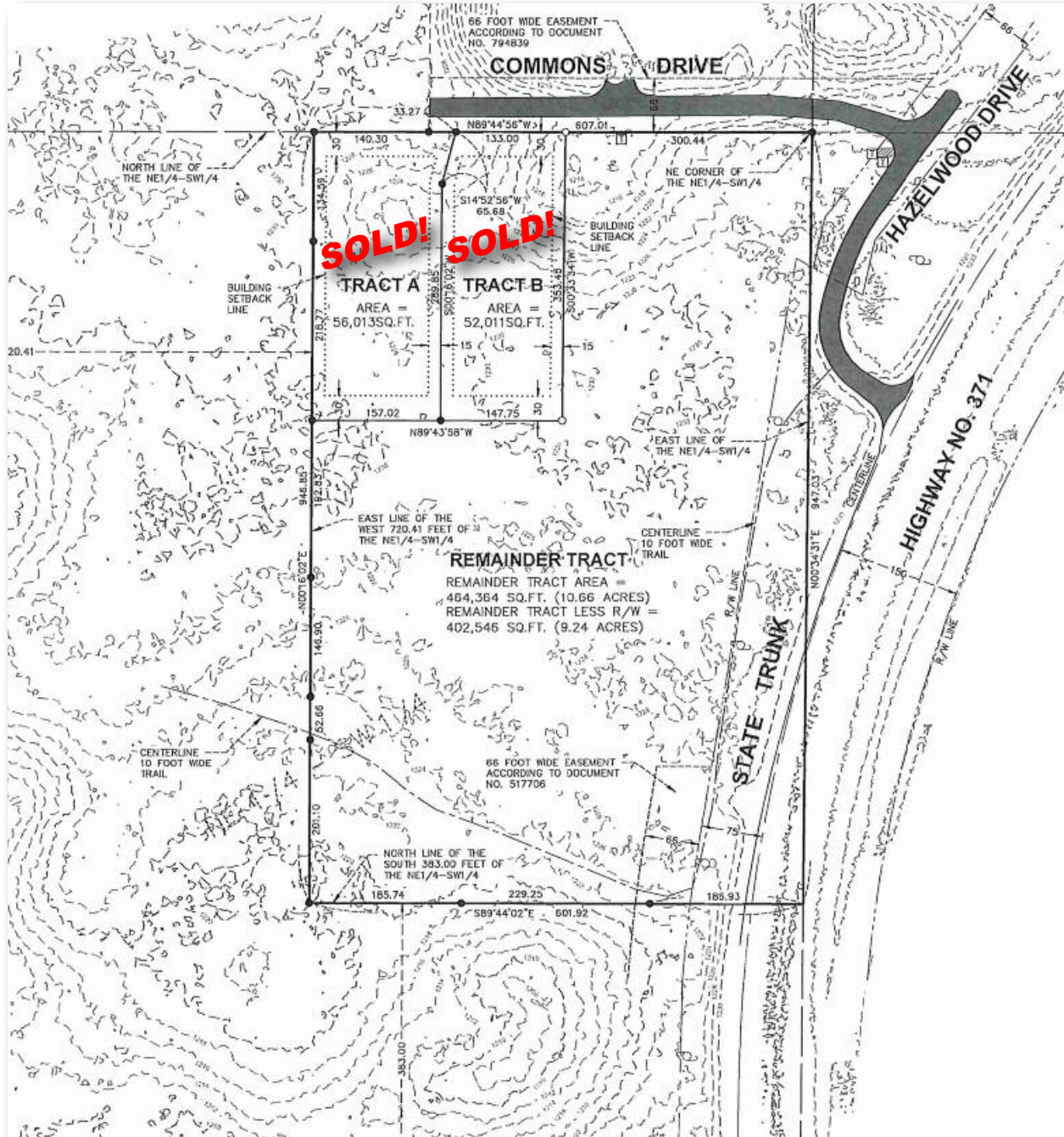
Legal Descriptions

Tract A (Lot 1): That part of the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4), Section 14, Township 135, Range 29, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said NE1/4-SW1/4; thence North 89 degrees 44 minutes 56 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 433.44 feet along the north line of said NE1/4-SW1/4 to the point of beginning of the tract to be described; thence South 14 degrees 52 minutes 56 seconds West 65.68 feet; thence South 00 degrees 16 minutes 02 seconds West 289.85 feet; thence North 89 degrees 43 minutes 58 seconds West 157.02 feet to the east line of the West 720.41 feet of said NE1/4-SW1/4; thence North 00 degrees 16 minutes 02 seconds East 353.36 feet along said east line of the West 720.41 feet of the NE1/4-SW1/4 to said north line of the NE1/4-SW1/4; thence South 89 degrees 44 minutes 56 seconds East 173.57 feet along said north line of the NE1/4-SW1/4 to the point of beginning. Together with a 66 foot wide easement for ingress and egress according to Document No. 794839 on file in the Crow Wing County Recorder's Office. Subject to easements, reservations or restrictions of record, if any.

Tract B (Lot 2): That part of the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4), Section 14, Township 135, Range 29, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said NE1/4-SW1/4; thence North 89 degrees 44 minutes 58 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 433.44 feet along the north line of said NE1/4-SW1/4 to the point of beginning of the tract to be described; thence South 14 degrees 52 minutes 56 seconds West 65.68 feet; thence South 00 degrees 16 minutes 02 seconds West 289.85 feet; thence South 89 degrees 43 minutes 58 seconds East 147.75 feet; thence North 00 degrees 33 minutes 34 seconds East 353.45 feet to said north line of the NE1/4-SW1/4; thence North 89 degrees 44 minutes 56 seconds West 133.00 feet along said north line of the NE1/4-SW1/4 to the point of beginning. Together with a 66 foot wide easement for ingress and egress according to Document No. 794839 on file in the Crow Wing County Recorder's Office. Subject to easements, reservations or restrictions of record, if any.

Remainder Tract: That part of the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4), Section 14, Township 135, Range 29, Crow Wing County, Minnesota, lying east of the West 720.41 feet thereof and lying north of the South 383.00 feet thereof, EXCEPT that part of said NE1/4-SW1/4 described as follows: Commencing at the northeast corner of said NE1/4-SW1/4; thence North 89 degrees 44 minutes 56 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 433.44 feet along the north line of said NE1/4-SW1/4 to the point of beginning of the tract to be described; thence South 14 degrees 52 minutes 56 seconds West 65.68 feet; thence South 00 degrees 16 minutes 02 seconds West 289.85 feet; thence North 89 degrees 43 minutes 58 seconds West 157.02 feet to the east line of said West 720.41 feet of the NE1/4-SW1/4; thence North 00 degrees 16 minutes 02 seconds East 353.36 feet along said east line of the West 720.41 feet of the NE1/4-SW1/4 to said north line of the NE1/4-SW1/4; thence South 89 degrees 44 minutes 56 seconds East 173.57 feet along said north line of the NE1/4-SW1/4 to the point of beginning. Together with a 66 foot wide easement for ingress and egress according to Document No. 794839 on file in the Crow Wing County Recorder's Office; Subject to and together with a 66 foot wide easement for ingress and egress according to Document No. 517706 on file in said Recorder's Office and also subject to other easements, reservations or restrictions of record, if any. And also EXCEPT that part of said NE1/4-SW1/4 described as follows: Commencing at the northeast corner of said NE1/4-SW1/4; thence North 89 degrees 44 minutes 58 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 433.44 feet along the north line of said NE1/4-SW1/4 to the point of beginning of the tract to be described; thence South 14 degrees 52 minutes 56 seconds West 65.68 feet; thence South 00 degrees 16 minutes 02 seconds West 289.85 feet; thence South 89 degrees 43 minutes 58 seconds East 147.75 feet; thence North 00 degrees 33 minutes 34 seconds East 353.45 feet to said north line of the NE1/4-SW1/4; thence North 89 degrees 44 minutes 56 seconds West 133.00 feet along said north line of the NE1/4-SW1/4 to the point of beginning. Together with a 66 foot wide easement for ingress and egress according to Document No. 794839 on file in the Crow Wing County Recorder's Office. Subject to easements, reservations or restrictions of record, if any.

{ Survey }



521 CHARLES STREET | PO BOX 327 | BRAINERD, MN 56401 | 218-828-3334

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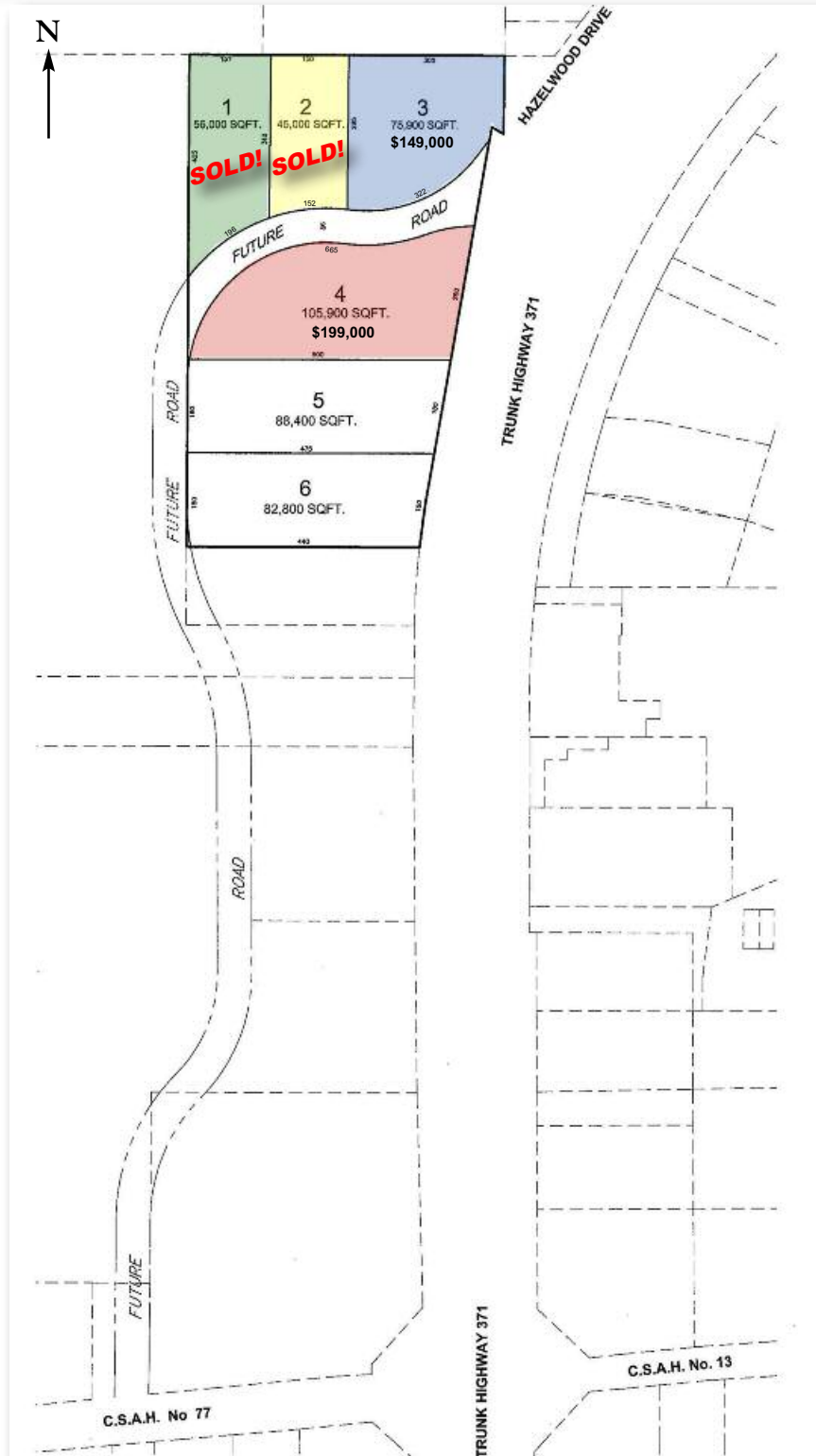
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www.closeconverse.com

{ Proposed Subdivision }



{ Proposed Future Road }



{ Aerial Photo }



{ Aerial } Proposed Sub-Division



{ Aerial } Proposed Future Road



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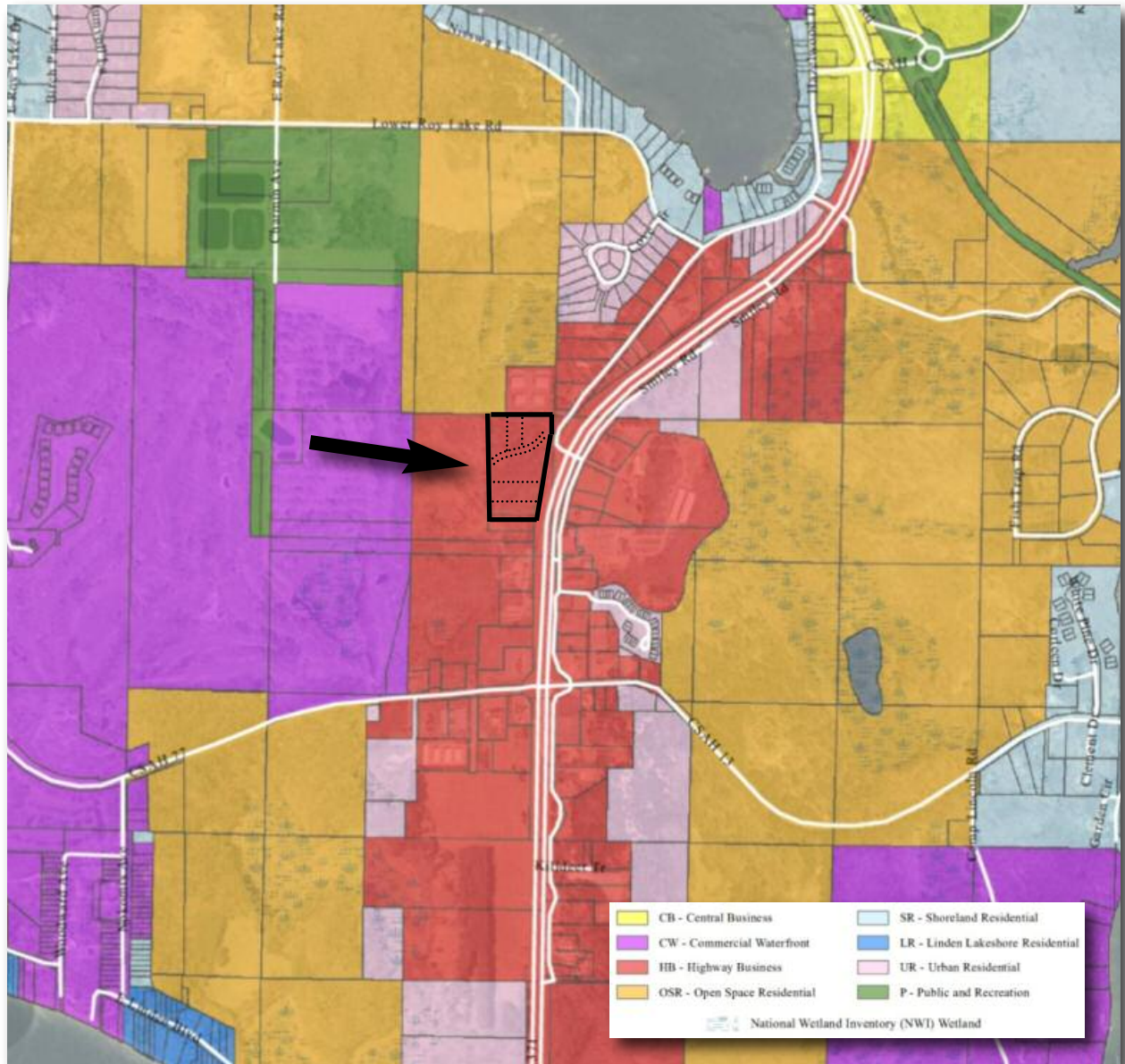
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{ Zoning Map }

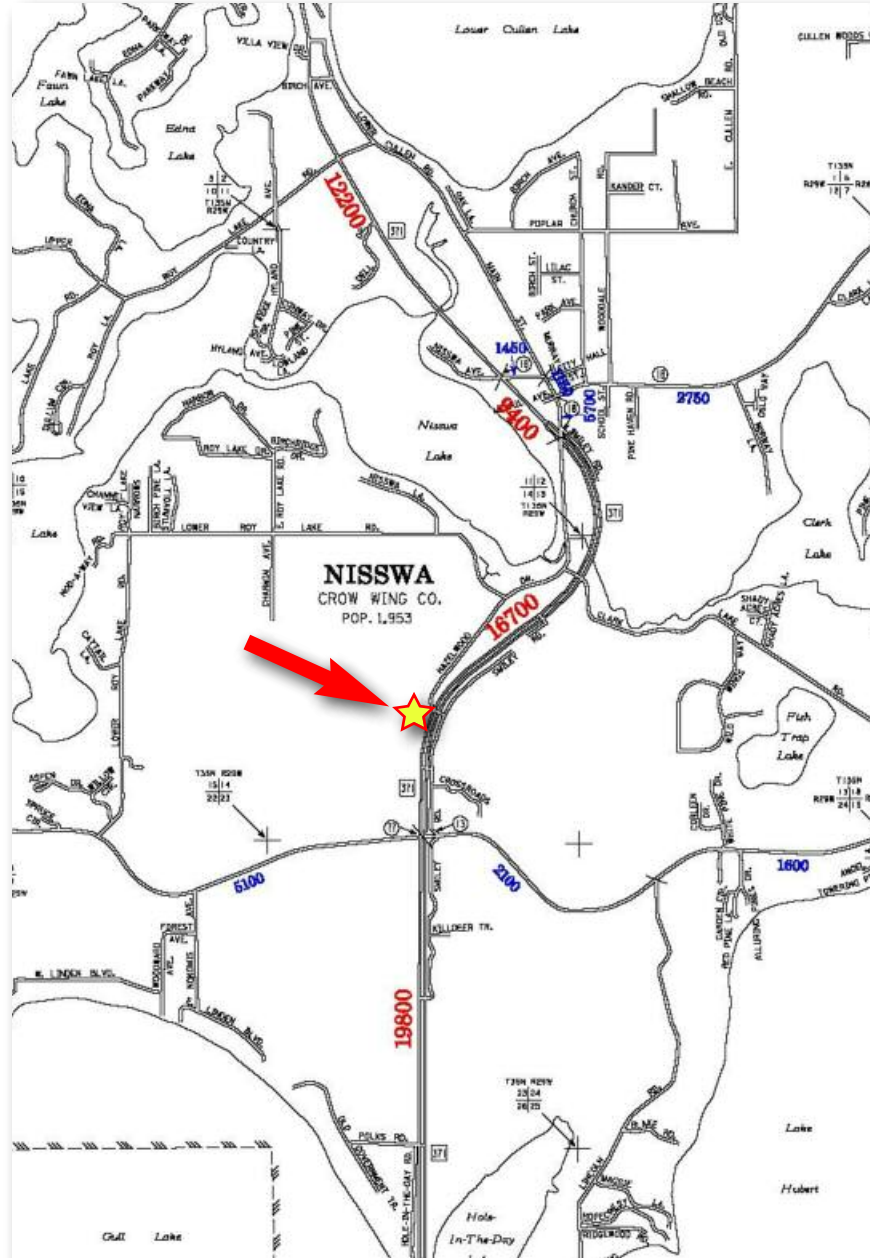
HB - Highway Business



Traffic Counts

2007 Counts from MNDOT

Nisswa Traffic Counts: 16,700 on Hwy 371



{ Location Map }

North



South

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{ Demographics }

Trade Area 2018 Population (Includes the following counties):

Crow Wing County	66,604
Cass County	30,715
Total Trade Area Population	97,319

2018 Population:

Brainerd	31,100
Baxter	8,295
Nisswa	4,769

Estimated Summer Population:

Brainerd/Baxter	200,000+
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Projected Population Growth Change 2018-2023:

Crow Wing County	0.76%
Nisswa	0.62%

Households in 2018:

Crow Wing County	27,662
Nisswa	2,064

2018 Median Household Income:

Crow Wing County	\$52,621
Nisswa	\$66,047

Crow Wing County Retail Sales in 2012:

\$1,124,967,000

Leading Employers in Crow Wing County:

Anderson Brothers	Ideal System Solutions
Ascensus	Landis Gyr
Atek Industries	Madden's Resort
Bang Printing	Mills Automotive
Bethany Good Samaritan	Minnesota Care
Brainerd Public Utilities	Nortech Systems
Brainerd School District	Northstar Plating
Breezy Point Resort	Pequot Lakes School District
Centracare Health	Ruttger's Bay Lake Resort
Central Lakes College	TDS Telecom
Chambermaster	Walmart
City of Brainerd	Woodland Good Samaritan
Clow Stamping	
Costco	
Cragun's Resort	
Crosby Ironton School District	
Crow Wing County	
Crow Wing County Landfill	
Crow Wing Power	
Cub Foods/Super Valu	
Cuyuna Regional Medical Center	
Dan's Prize	
Essentia Health	
Good Neighbor Home Health	
Grand View Lodge	

Continued on next page.

{ Demographics }

Area Businesses: (To see a list of additional businesses, please go to www.explorebrainerdlakes.com)

Financial Institutions: 16+
(multiple locations not counted)

Churches: 30+

Schools: 15+

Golf Courses: 27+

Resorts:

Bay Colony Inn
Breezy Point Resort
Craguns
Fritz's Resort
Grand View Lodge
Gull Lake Resort
Izaty's
Kavanaugh's
Lost Lake Lodge
Maddens
Quarterdeck
Ruttger's Bay Lake Lodge
Sullivans
Plus numerous others

Major Retailers:

Aldi
Anytime Fitness
Auto Zone
Best Buy
Big Lots
Book World
Brother's Motorsports
Cashwise Liquor (2)
Christmas Point
Costco
Cub Foods (2)
Dick's Sporting Goods
Discount Tire
Dondelinger
Dunham's Sports
East Brainerd Mall
(17 Retailers)
Fleet Farm
Home Depot
Jiffy Lube
Kohl's
Menards
Office Max

Major Retailers Continued:

PetSmart
Sears Hometown
Super One
Super Wal-Mart
Target
The Power Lodge
TJ Maxx
Ultra Beauty
Walgreens
Westgate Mall
(27 Retailers)
Westside Liquor

Restaurants/Fast Food:

218 Local
371 Diner
612 Station
Antler's
Applebee's
Arby's
Bar Harbor
Baxter's
Billy's
Black Bear Lodge & Saloon
Boomer Pizza
Boulder Tap House
Breezy Point Marina
Brick House Pizza
Buffalo Wild Wings
Burritos California
Caribou Coffee (3)
Cherry Berry
China Buffet
China Garden
Chipotle
Cold Stone Creamery
Country Kitchen
Cowboy's
Cragun's Legacy Grill
Cru
Culver's
Dairy Queen (3)
Diamond House
Domino's Pizza
Einstein Bagel
El Tequila
Ernie's
Four Seas

Restaurants/Fast Food Continued

Firehouse Subs
Five Guys
Giovanni's Pizza
Grizzly's Grill & Saloon
Half Moon Saloon
Hardee's
Hunt 'N Shack
Jack's House
Jake's
Jimmy John's
KFC
Lucky's
Madden's Classic Grill
Manhattan Beach
Maucieri's
McDonalds (3)
Moonlite Bay
Northern Cowboy's
Northwinds Grille
Papa Murphy's Pizza
Perkins
Pestello's
Pine Peaks
Pizza Hut
Pizza Ranch
Poncho & Lefty's
Prairie Bay
Quarterdeck
Rafferty's Pizza (3)
Riverside Inn
Ruttger's
Sakura
Sawmill Inn
Senior Patron
Sherwood Forest
Starbucks (2)
Subway (3)
Taco Bell
Taco John's
The Barn
The Chap
The Commander
The Pines at Grandview
Timberjack
Wendy's (2)
Ye Ole Wharf
Zorbaz (2)

{ Thank You }

Thank you for considering this Close - Converse opportunity

Close - Converse is pleased to present this real estate opportunity for your review. It is our intention to provide you with the breadth of information and data that will allow you to make an informed decision.

We are here to help

Please review this package and contact us with any questions you may have. We are prepared to discuss how this property meets your needs and desires. Facts, figures and background information will aid in your decision. Should you need specialized counsel in the areas of taxation, law, finance, or other areas of professional expertise, we will be happy to work with your advisor or, we can recommend competent professionals.

How to acquire this opportunity

When you have made a decision to move forward, we can help structure a proposal that covers all the complexities of a commercial real estate transaction. As seller's representatives, we know the seller's specific needs and can tailor a proposal that expresses your desires, provides appropriate contingencies for due diligence and results in a win-win transaction for all parties.

Agency and you

Generally, we are retained by sellers or landlords to represent them in the packaging and marketing of their commercial, investment or development real estate. You are encouraged to review the Minnesota disclosure form "Agency Relationships in Real Estate Transactions" which is enclosed at the end of this package. If you have questions about agency and how it relates to your search for the right property, please ask us. We will answer all your questions and review the alternatives.

Should you wish to pursue this opportunity, please acknowledge your review of "Agency Relationships" by signing, dating and returning it to us.

Agency Disclosure

**AGENCY RELATIONSHIPS IN
REAL ESTATE TRANSACTIONS**

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is not a contract. **This is an agency disclosure form only. If you desire representation you must enter into a written**
5. **contract, according to state law** (a listing contract or a buyer representation contract). Until such time as you choose
6. to enter into a written contract for representation, you will be treated as a customer and will not receive any representation
7. from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see paragraph V on page
8. two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT:** I/We acknowledge that I/we have been presented with the below-described options.
10. I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the
11. broker/salesperson. I/We understand that written consent is required for a dual agency relationship.

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker, represents
15. the Seller and acts on behalf of the Seller. A Seller's broker owes to the Seller the fiduciary duties described
16. on page two (2).⁽²⁾ The broker must also disclose to the Buyer material facts as defined in MN Statute 82.54,
17. Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment
18. of the property. If a broker or salesperson working with a Buyer as a customer is representing the Seller, he or
19. she must act in the Seller's best interest and must tell the Seller any information disclosed to him or her, except
20. confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the
21. Buyer will not be represented and will not receive advice and counsel from the broker or salesperson.

22. II. **Subagent:** A broker or salesperson who is working with a Buyer but represents the Seller. In this case, the Buyer
23. is the broker's customer and is not represented by that broker. If a broker or salesperson working with a Buyer as
24. a customer is representing the Seller, he or she must act in the Seller's best interest and must tell the Seller any
25. information that is disclosed to him or her. In that case, the Buyer will not be represented and will not receive advice
26. and counsel from the broker or salesperson.

27. III. **Buyer's Broker:** A Buyer may enter into an agreement for the broker or salesperson to represent and act on
28. behalf of the Buyer. The broker may represent the Buyer only, and not the Seller, even if he or she is being paid
29. in whole or in part by the Seller. A Buyer's broker owes to the Buyer the fiduciary duties described on page two
30. (2).⁽²⁾ The broker must disclose to the Buyer material facts as defined in MN Statute 82.54, Subd. 3, of which
31. the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. If
32. a broker or salesperson working with a Seller as a customer is representing the Buyer, he or she must act in the
33. Buyer's best interest and must tell the Buyer any information disclosed to him or her, except confidential information
34. acquired in a facilitator relationship (see paragraph V on page two (2)). In that case, the Seller will not be represented
35. and will not receive advice and counsel from the broker or salesperson.

36. IV. **Dual Agency - Broker Representing both Seller and Buyer:** Dual agency occurs when one broker or salesperson
37. represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a
38. party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker and
39. salesperson owe the same duties to the Seller and the Buyer. This role limits the level of representation the broker
40. and salesperson can provide, and prohibits them from acting exclusively for either party. In a dual agency, confidential
41. information about price, terms and motivation for pursuing a transaction will be kept confidential unless one party
42. instructs the broker or salesperson in writing to disclose specific information about him or her. Other information
43. will be shared. Dual agents may not advocate for one party to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller and Buyer the fiduciary duties described
45. on page two (2).⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.54, Subd. 3,
46. of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property.

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(Initials) (Date)

49. V. **Facilitator:** A broker or salesperson who performs services for a Buyer, a Seller or both but does not represent
50. either in a fiduciary capacity as a Buyer's Broker, Seller's Broker or Dual Agent. **THE FACILITATOR BROKER**
51. **OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY DUTIES LISTED BELOW,**
52. **EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A WRITTEN FACILITATOR**
53. **SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of confidentiality to the party but
54. owes no other duty to the party except those duties required by law or contained in a written facilitator services
55. agreement, if any. In the event a facilitator broker or salesperson working with a Buyer shows a property listed by
56. the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Seller's Broker (see
57. paragraph I on page one (1)). In the event a facilitator broker or salesperson, working with a Seller, accepts a
58. showing of the property by a Buyer being represented by the facilitator broker or salesperson, then the facilitator
59. broker or salesperson must act as a Buyer's Broker (see paragraph III on page one (1)).
60.
61.

62. ⁽¹⁾ This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
63. one to four families as their residence.

64. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:
65. **Loyalty** - broker/salesperson will act only in client(s)' best interest.
66. **Obedience** - broker/salesperson will carry out all client(s)' lawful instructions.
67. **Disclosure** - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
68. which might reasonably affect the client(s)' use and enjoyment of the property.
69. **Confidentiality** - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
70. information (such as disclosure of material facts to Buyers).
71. **Reasonable Care** - broker/salesperson will use reasonable care in performing duties as an agent.
72. **Accounting** - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

73. ⁽³⁾ If Seller(s) decide(s) not to agree to a dual agency relationship, Seller(s) may give up the opportunity to sell the
74. property to Buyers represented by the broker/salesperson. If Buyer(s) decide(s) not to agree to a dual agency
75. relationship, Buyer(s) may give up the opportunity to purchase properties listed by the broker.

76. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
77. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
78. obtained by contacting the local law enforcement offices in the community where the property is located,
79. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
80. www.corr.state.mn.us.

MN-AGCYDISC-2 (8/10)

{ Contact }

Close~Converse

COMMERCIAL & PREFERRED PROPERTIES

Specializing in Commercial Real Estate & Business Brokerage

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PO Box 327
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You may also contact the following members of the Close~Converse team by cell phone or email.

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tim@closeconverse.com

Rod Osterloh, ALC 218-831-1301 cell
osterloh@closeconverse.com

Jody Osterloh 218-831-0712 cell,
jody@closeconverse.com