



# Close ~ Converse

COMMERCIAL & PREFERRED PROPERTIES

— PRESENTS —

**LAND FOR SALE**

**ISLE DRIVE, BAXTER, MN 56425**



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

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# { Features }

## Commercial Development Site.

Prime development site located just southwest of Super Wal-Mart near Baxter's fastest growing commercial neighborhood. Perfect site for your office or essential services business

- providing a great location to be close to big-box retailers, medical services and more.



- Location:** Isle Drive & Homestead Drive, Baxter, MN 56425
- Directions:** From the Baxter Hwy 210/371 intersection - South on Hwy 371 to the stoplights at Glory/College Road - Right (west) on Glory Road to Isle Drive - Left (south) on Isle drive, around the bend, past Falcon Drive - Property is on the right (north) directly after Nystrom & Associates
- Lot Size:** 6.62 Acres (288,367.2 sq. ft.)
- Lot Dimensions:** Irregular - See Plat
- Frontage:** Approx. 857' along Isle Drive and approx. 1,040' along the north and south edges of Homestead Drive
- Purchase Price:** \$475,000
- 2019 Real Estate Taxes:** \$1,762
- Water & Sewer:** City
- Utilities Available:** Natural Gas, Electricity, Internet, Cable & Phone

*Continued on next page.*

# { Features }

<b>Zoning:</b>	Currently R1 - Low Density Residential - To be Re-Zoned to OS - Office Service
<b>PID #'s:</b>	40070599 40070592 - 40070596 40070586 - 70070590
<b>Legacy PID #'s:</b>	0332200090A0009 033220020010009 - 033220020050009 033220030040009 - 033220030080009
<b>Legal Description:</b>	Outlot A, Lots 1-5 Block 2, and Lots 4-8 Block 3, Perch Lake Estates
<b>Neighboring Businesses:</b>	Neighboring businesses include Nystrom & Associates, The Surgery Center, Baxter Essentia Clinic, McDermott Orthodontics, Crosby Regional Medical Center, Minneapolis Heart Institute, MMFCU, Super Wal-Mart, McDonald's, Riverstone Professional Centre, Discount Tire, JC Penney's, Olive Garden, Northwoods Plaza, Costco, Home Depot, Kohls, Fleet Farm plus numerous others.

# { Aerial Photo }



# { Aerial Photo }



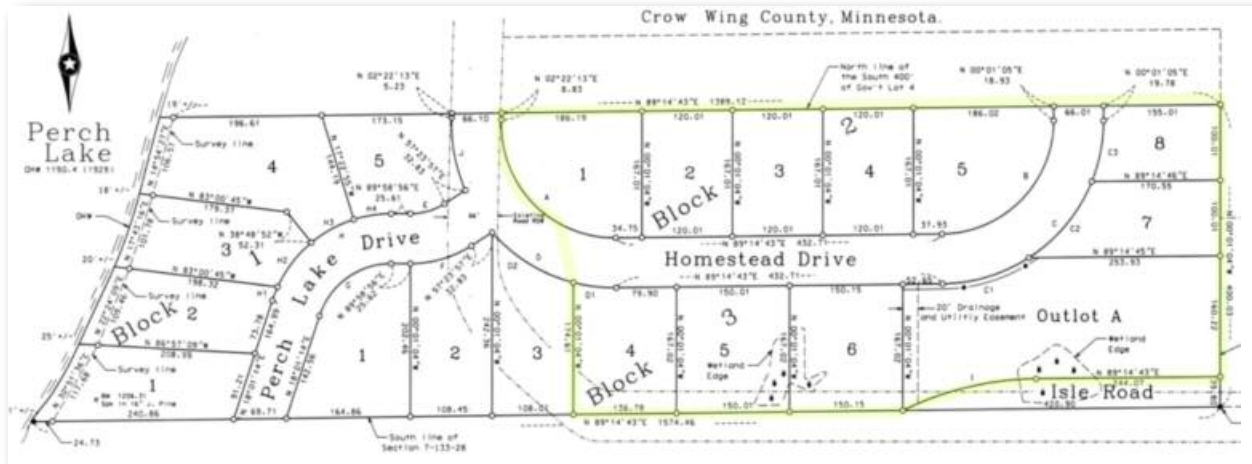
521 CHARLES STREET | PO BOX 327 | BRAINERD, MN 56401 | 218-828-3334

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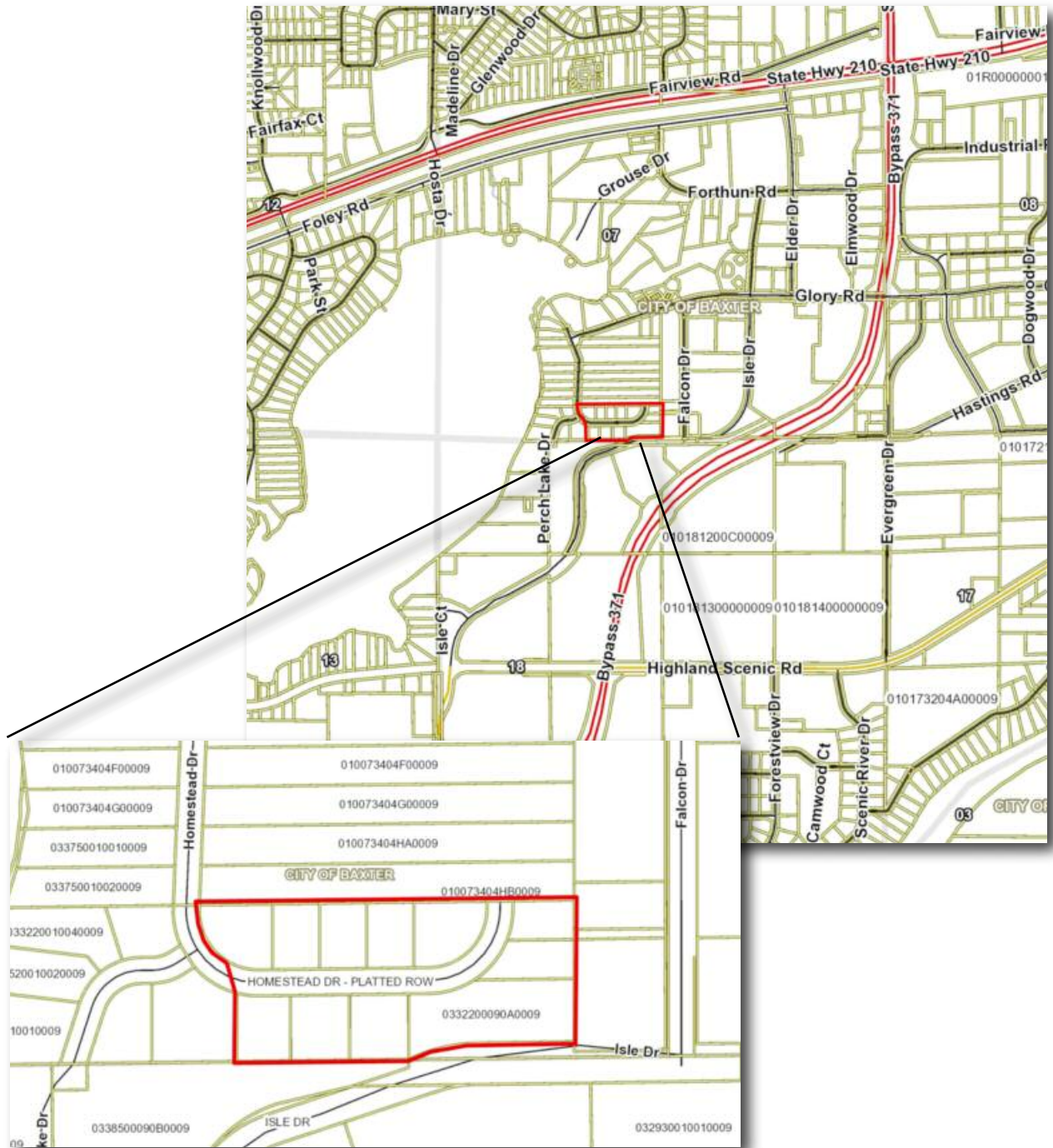
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# { Plat Map } Perch Lake Estates



# { Section Map }

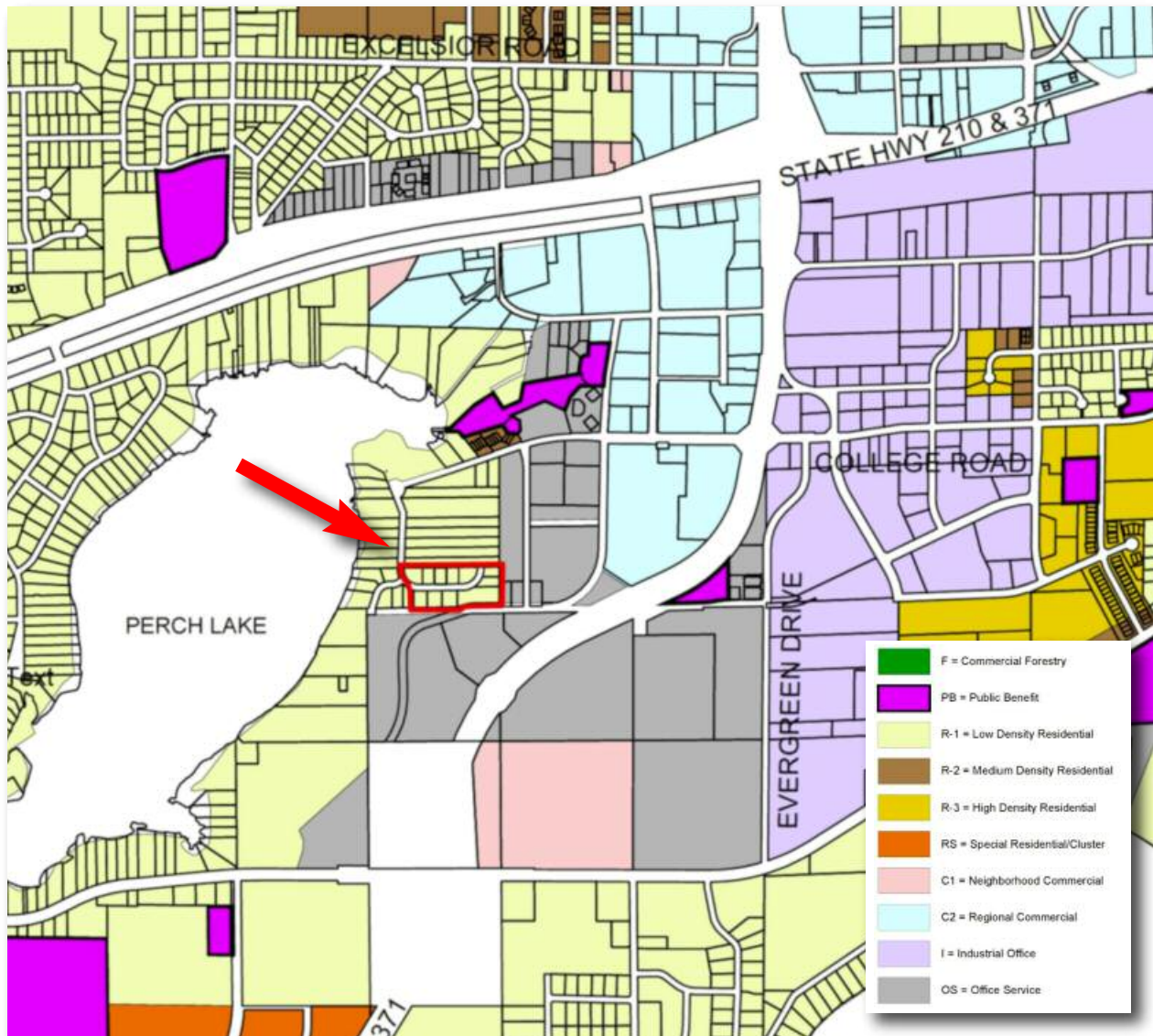




# Zoning Map

City of Baxter

Currently R1 - Low Density Residential - To be Re-Zoned to OS - Office Service



# Zoning Description

Current  
Zoning

## ARTICLE C. R-1 LOW DENSITY RESIDENTIAL DISTRICT

### 10-3C-1: PERMITTED USES:

Essential services.

One-family detached dwelling.

Public parks and similar uses. (Ord. 2013-25, 12-17-2013)

### 10-3C-2: ACCESSORY USES:

Accessory uses incidental and customary to principal uses allowed in section 10-3C-1 of this article.

Accessory structures as regulated by section 10-5-9, "Accessory Structures", of this title.

Daycare facility accessory to a one-family detached dwelling as defined by statute and licensed by the state.

Domestic animal keeping for noncommercial purposes in compliance with section 10-5-10, "Animals", of this title.

Home occupations pursuant to title 3, chapter 9 of this code.

Off street parking, loading and service entrances as regulated in sections 10-5-2, "Off Street Parking", and 10-5-3, "Loading Spaces", of this title.

Residential care facility accessory to a one-family detached dwelling, serving six (6) or fewer individuals as defined by statute and licensed by the state.

Signs as regulated by section 10-5-1, "Signs", of this title.

Wireless communication towers as accessory to a permitted principal use subject to title 9, chapter 4 and section 9-4-3 of this code. (Ord. 2014-19, 6-17-2014)

### 10-3C-3: CONDITIONAL USES:

Apartment accessory to a one-family detached dwelling.

A. The one-family detached dwelling is owner occupied.

B. The accessory apartment is in the principal building.

C. The apartment accessory use shall be clearly incidental and subordinate.

D. There shall be no separate ownership of the apartment accessory use.

E. Only one such apartment shall be permitted in a one-family dwelling.

Civic buildings such as city halls, fire stations and similar uses (without outside storage).

Commercial recreation, outdoor (e.g., golf courses, country clubs and similar uses).

A. Accessory structure shall be a minimum of fifty feet (50') from any lot line.

B. The principal structure for any of the above listed uses shall be one hundred feet (100') or more from any abutting lot in an R district.

C. When abutting a residential use or district, the property shall be screened and landscaped in accordance with section 10-4-8, "Screening/Landscaping/Fencing", of this title.

Essential service structures.

A. No building shall be located within fifty feet (50') of any lot line of an abutting lot in an R district.

Garden center and landscape nursery.

A. All structures shall be set back at least one hundred feet (100') from any residential property line.

B. Lighting shall comply with all ordinance requirements. If more than twenty five percent (25%) of the greenhouse spaces are to be lit at night, they shall be screened from residential properties by use of a retractable curtain, landscaping, buildings or other methods to prevent light pollution, including sky glow.

C. On site storage and use of pesticides and fertilizers shall meet the standards of the Minnesota department of agriculture.

D. When abutting a residential use or district, the property shall be screened and landscaped in accordance with section 10-4-8, "Screening/Landscaping/Fencing", of this title.

Planned unit developments (PUD) pursuant to chapter 6 of this title.

*Continued on next page.*

# Zoning Description

Religious institutions.

A. No building shall be located within fifty feet (50') of any lot line.

Relocation of a previously occupied house within the city pursuant to subsection 10-1-3D7, "Moving Or Relocating Buildings", of this title and complies with conditions in the "Baxter House Moving Policy Manual" as may be amended.

School.

A. Provided no building shall be located within fifty feet (50') of any lot line.

B. The site shall be served by a minor arterial or higher classification of roadway.

C. A master plan shall be submitted that describes proposed physical development for the next five (5) years and for the following five (5) years. Said plan shall include a description of proposed development phases and plans, development priorities, the probable sequence of proposed development, estimated dates of construction and the anticipated interim use of property waiting to be developed. A transportation management plan shall be submitted to address off street parking, bus loading and unloading, traffic control, and the impact of the facility on surrounding roadways. (Ord. 2014-19, 6-17-2014)

## 10-3C-4: INTERIM USES:

Accessory building as a principal use.

A. The accessory building is located on a parcel of land adjacent to a parcel of land where the landowner's home is located.

B. Both parcels shall be under the same ownership.

C. Only one accessory building shall be allowed on the lot.

D. The accessory building is used for a private garage or storage space and under no circumstances is used for commercial storage or operations or residential living space.

E. The garage shall be designed for the future addition of a home in compliance with all zoning and building code requirements. Such items shall include, but are not limited to, placement on the lot, architectural design and construction of the accessory building with footings to accommodate a home addition in the future. Plans shall be submitted for city review and approval to ensure compliance with the purpose and intent of this section as part of the interim use permit application.

F. The landowner agrees to pay the full future assessment on lot where the accessory building is located as a principal use.

G. The accessory building as a principal use is intended to be an interim situation. As a condition of approval the landowner agrees to either demolish the accessory building as part of the land sale or agrees to construct a new home on the lot with accessory building as principal use within six (6) months of the land sale.

H. The landowner agrees as a condition of approval that the interim use permit shall be terminated if either lot is sold separately or a new home is constructed on the lot where the accessory building is located as a principal use.

Stables; private in compliance with section 10-5-10, "Animals", of this title.

A. Private stables shall be at least three hundred feet (300') from any property line. (Ord. 2014-19, 6-17-2014)

## 10-3C-5: LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS:

A. New Development: New development shall only be allowed when a full range of municipal services and facilities are available to serve the site.

1. New development for lots without municipal services and facilities of record pursuant to subsection 9-5-3C of this code, provided it complies with subsection 10-1-3D8c, "Nonconforming Lots", of this title.

B. Area Requirements: The following requirements shall be met in the R-1 district. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

With out Pulic Water & Sewer:

Minimum lot size	Lot of record pursuant to subsection 9-5-3C of this code, provided it complies with sub section 10-1-3D8c, "Nonconforming Lots", of this title
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With Public Water & Sewer:

Minimum lot size	15,000 square feet
Minimum lot width	100 feet interior; 120 feet corner
Minimum principal building setbacks:	Front yard: 40 feet; Side yard: 10 feet interior; 40 feet abutting corner; Rear yard: 30 feet
Minimum accessory structures setback	10 feet
Maximum lot coverage	40 percent
Maximum building height	35 feet

# Zoning Description

Future  
Zoning

## OS - Office Service

### 10-3H-1: PERMITTED USES:

No structure or land shall be used except for one or more of the following uses:

The following offices, business and professional, including: accounting; auditing; bookkeeping offices; advertising offices; banks and financial institutions; business associations; business and management consultant offices; chiropractic offices; civic, social and fraternal association offices; consumer and mercantile credit reporting office services; contractors offices; dental offices; detective and protecting agency offices; educational and scientific research offices; employment agency offices; engineering and architectural offices; finance offices; government offices; insurance offices; investment offices; labor unions; laboratories, medical/dental with accessory research and testing; legal offices; library and art galleries; loan institutions; medical and dental offices; osteopathic and optometric offices; post office; professional membership organizations; real estate offices.

Municipal buildings where the use conducted is customarily considered to be an office use.

Offices of a general nature where the employment within the building does not exceed five hundred (500) persons and the operations do not include retail sales or warehousing from the site.

Uses not explicitly enumerated in this section as permitted uses, but closely similar thereto; provided, that these uses are not explicitly mentioned as permitted or conditional uses elsewhere in this title. (Ord. 8, 12-17-1996)

### 10-3H-2: CONDITIONAL USES:

No structure or land shall be used for one or more of the following uses except by conditional use permit:

Accessory structures or uses other than those listed as permitted.

Armories, convention halls, sport areas and stadiums.

Art studio, interior decorating studio, photographic studio, and music studio.

Bowling alleys, billiard and pool rooms, skating rinks, gymnasiums, YMCA, YWCA, nightclubs, fraternal organizations, bus terminals, business or trade school when conducted entirely within a building, drive-in business subject to the requirements of this title.

Essential service structures, including, but not limited to, buildings such as telephone exchange stations, booster or pressure stations, elevated tanks, lift stations, and power substations.

*Continued on next page.*

# { Zoning Description }

Funeral homes and mortuaries.

Historical buildings, museums, art institutes, galleries, and theaters for the performing arts.

Hospitals for human care, sanitariums, rest homes and nursing homes.

Multibusiness pylon signs.

Nonprofit clubs and lodges provided they are not less than seventy five feet (75') from any R district.  
Planned unit development (PUD) with a minimum size of five (5) acres 1.

Radio and television studios.

Theaters. (Ord. 2003-2, 8-5-2003; amd. Ord. 2005-8, 10-18-2005; Ord. 2005-9, 10-18-2005)

10-3H-2-1: INTERIM USES:

As determined by the planning and zoning commission. (Ord. 2004-8, 4-20-2004)

10-3H-3: ACCESSORY USES:

No accessory structure or use of land shall be permitted except for one or more of the following uses:

Any incidental repair, processing or storage necessary to conduct a permitted principal use shall not occupy more than thirty percent (30%) of the gross floor area of the principal building.

Buildings temporarily located for purposes of construction on the premises for a period not to exceed time necessary to complete said construction.

Decorative landscape features.

Private garages, off street parking and loading spaces as regulated in this title.

Public telephone booths, provided all yard requirements for accessory uses are met.

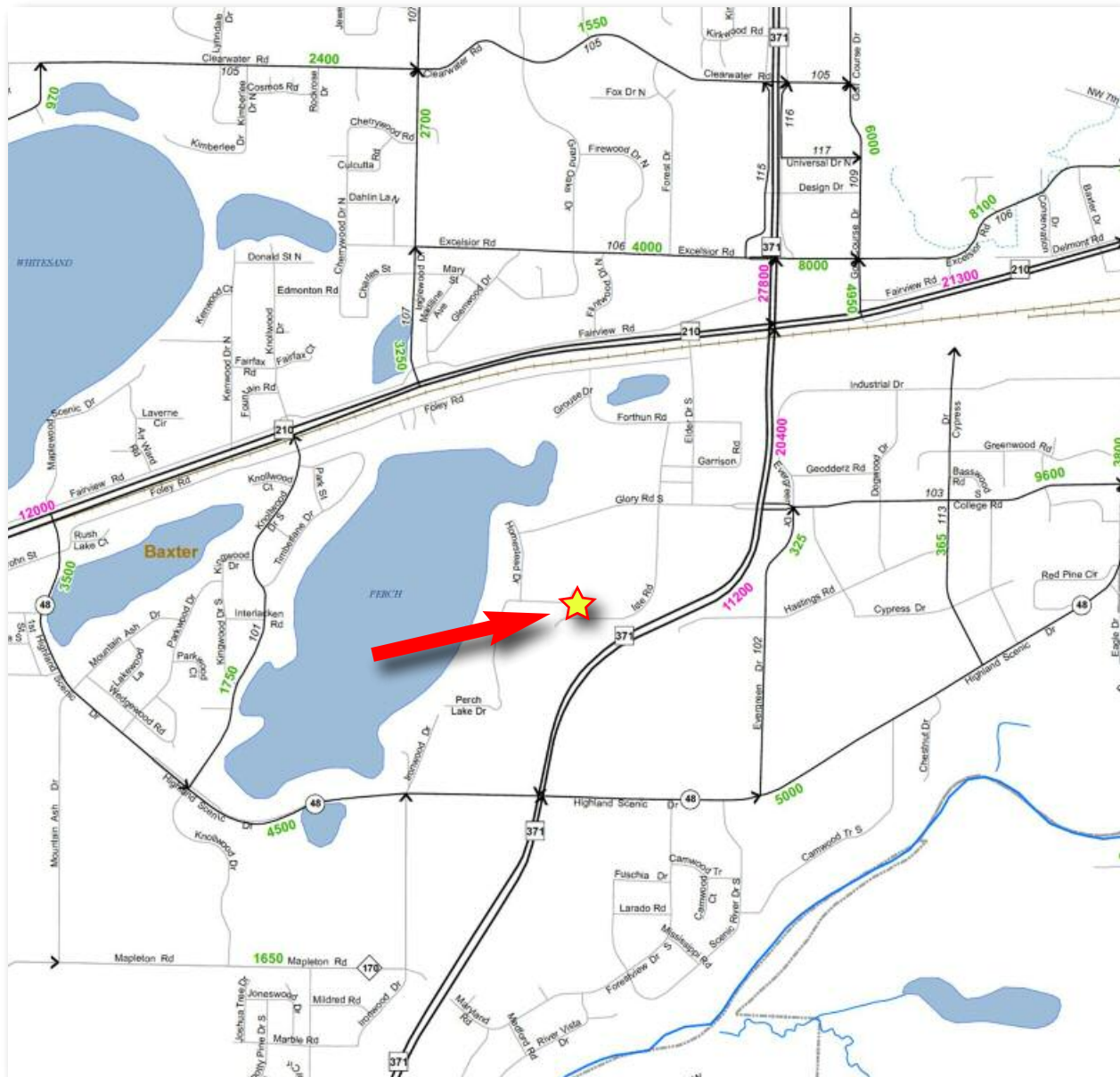
Signs as regulated by section 10-5-1 of this title. (Ord. 8, 12-17-1996; amd. Ord. 8.38, 9-18-2001)

10-3H-4: LOT AREA, HEIGHT, LOT WIDTH, AND YARD REQUIREMENTS: Please ask agent for a copy of zoning requirements or log on to [www.ci.baxter.mn.us](http://www.ci.baxter.mn.us)

# Traffic Counts

2013 Counts from MNDOT

Baxter Traffic Counts: 11,200 - 20,400 on Hwy 371 and 12,000 on Hwy 210



# Location Map

North



South

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

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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

## Estimated Summer Population:

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

Crow Wing County	0.76%
Baxter	1.12%

## Households in 2018:

Crow Wing County	27,662
Baxter	3,161

## 2018 Median Household Income:

Crow Wing County	\$52,621
Baxter	\$62,511

## 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](http://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/landlord's representatives, we know the seller's/landlord'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.<sup>11</sup> 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/Wa 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).<sup>12</sup> 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).<sup>13</sup> 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.<sup>14</sup>

44. Within the limitations described above, dual agents owe to both Seller and Buyer the fiduciary duties described  
 45. on page two (2).<sup>15</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.54, Subd. 3, of  
 46. 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  
 (Date) (Date)

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

62. <sup>11</sup> 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. <sup>12</sup> 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. <sup>13</sup> 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 243.165 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](http://www.corr.state.mn.us).

MN AGC/DISC-2 (8/10)

# { Contact }

## Close~Converse

COMMERCIAL & PREFERRED PROPERTIES

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