



Close ~ Converse

COMMERCIAL & PREFERRED PROPERTIES

— P R E S E N T S —

MID-TOWN CENTER

WASHINGTON ST, BRAINERD MN 56401



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

{ Table of Contents }

Page	3, 4	Features
	5 - 8	Floor Plan
	9, 10	Photos
	11	Aerial Photo
	12	Zoning Map
	13 - 16	Zoning Description
	17	Traffic Counts
	18	Location Map
	19, 20	Demographics
	21	Thank You
	22	Agency Disclosure
	23	Contact

{ Features }

Mid-Town Center.

Excellent opportunity to locate your retail, office-service, or restaurant business in the heart of Brainerd in the Mid-Town Center! Turn-key space to suit your needs, located along the heavily traveled Washington Street / Hwy 210 corridor. At this prime location with signaled traffic lights at either end of the block, you will enjoy high traffic counts, excellent visibility, easy access and large shared parking lots.



- Location:** 400 & 510 Washington Street, Brainerd, MN 56401
- Directions:** Mid-Town Center is located across the street from the Historic Brainerd Water Tower, on the west side of S 6th Street
- Mid-Town Center:** Strip Center: 9,000 sq. ft.
Discount Center: 22,750 sq. ft.
- Available Lease Space:**
Suite 400: 2,318 sq. ft. (SW Corner of Discount Center)
Suite 510: 1,766 sq. ft. (West End Cap of Strip Center)
- Lease Rate:**
Suite 400: \$10.00/sq. ft. Triple Net
Suite 510: \$12.00/sq. ft. Triple Net
- 2018 Operating Expenses:** \$3.60/sq. ft./Year
- Water & Sewer:** City
- Heating:** Natural Gas Forced Air
- Cooling:** Central Air

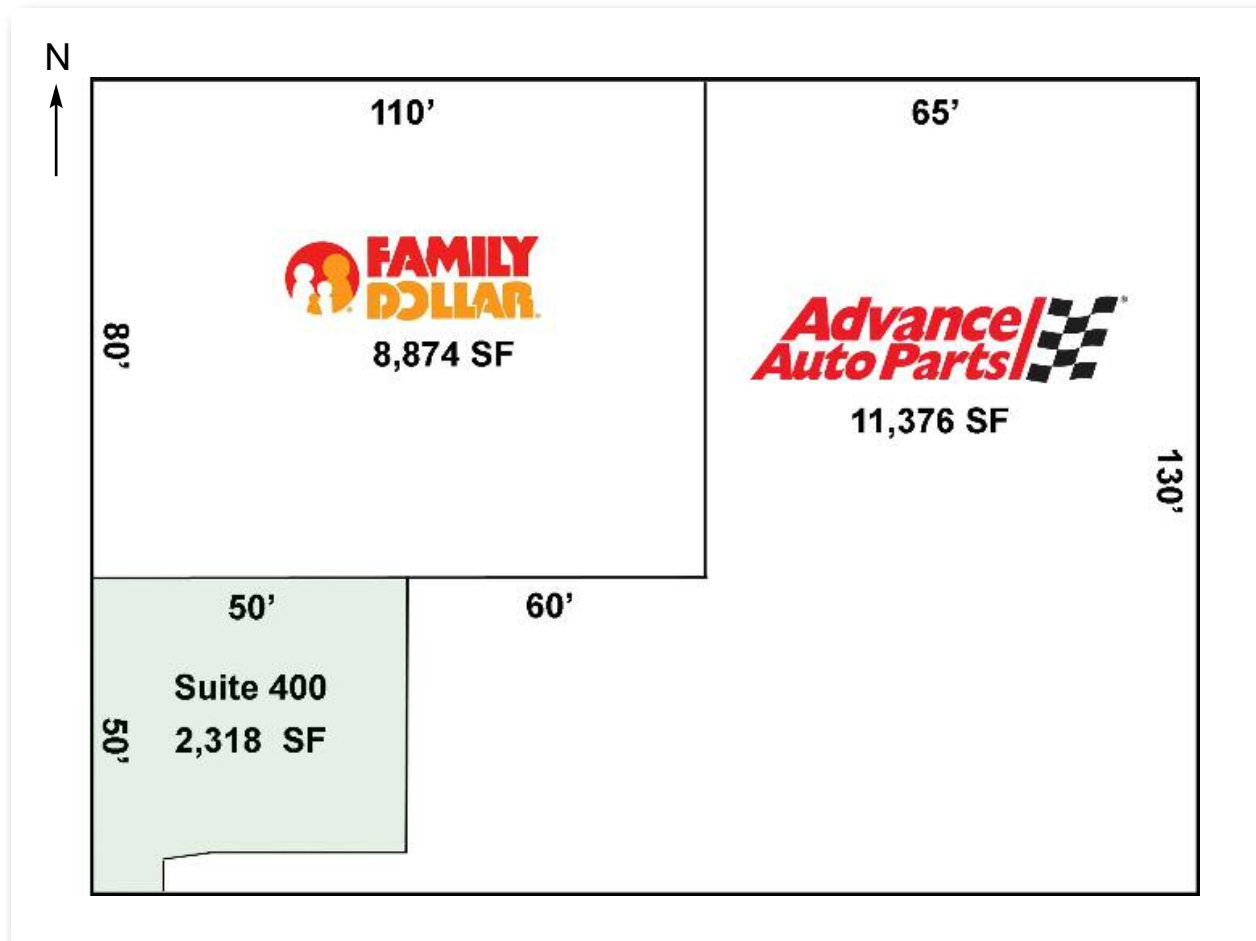
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{ Features }

Electric:	100 Amps (Strip Center) & 200 Amps (Discount Center), Single Phase
Lighting:	Fluorescent
Year Built:	1969
Construction:	Wood Frame & Block
Foundation:	Concrete
Exterior:	Brick
Roof:	Flat
Ceiling Height:	9'
Bathrooms:	1 (Suite 510); 2 (Suite 400)
Sprinkled:	Yes (Suite 400)
Floor Drains:	7 (Suite 400)
Security:	Yes
High Speed Internet:	Yes
Parking:	88 in the East Lot and 24 in the West Lot
Sidewalks:	Yes
Frontage:	Washington St (Hwy 210), S 6th St (Business Hwy 371) and S 4th St
Zoning:	B6 - Washington Street Commercial
Utility Providers:	
Water/Sewer & Electric:	Brainerd Public Utilities
Natural Gas:	Center Point Energy
Phone/Internet:	TDS Telecom
Mid-Town Center Tenants:	Family Dollar, Advance Auto, Red at Night Tattoos & Piercings, The Men's Room Barber Shop, The Studio for Strength, Diamond House Chinese, Foxden Hair Salon, and Liberty Tax

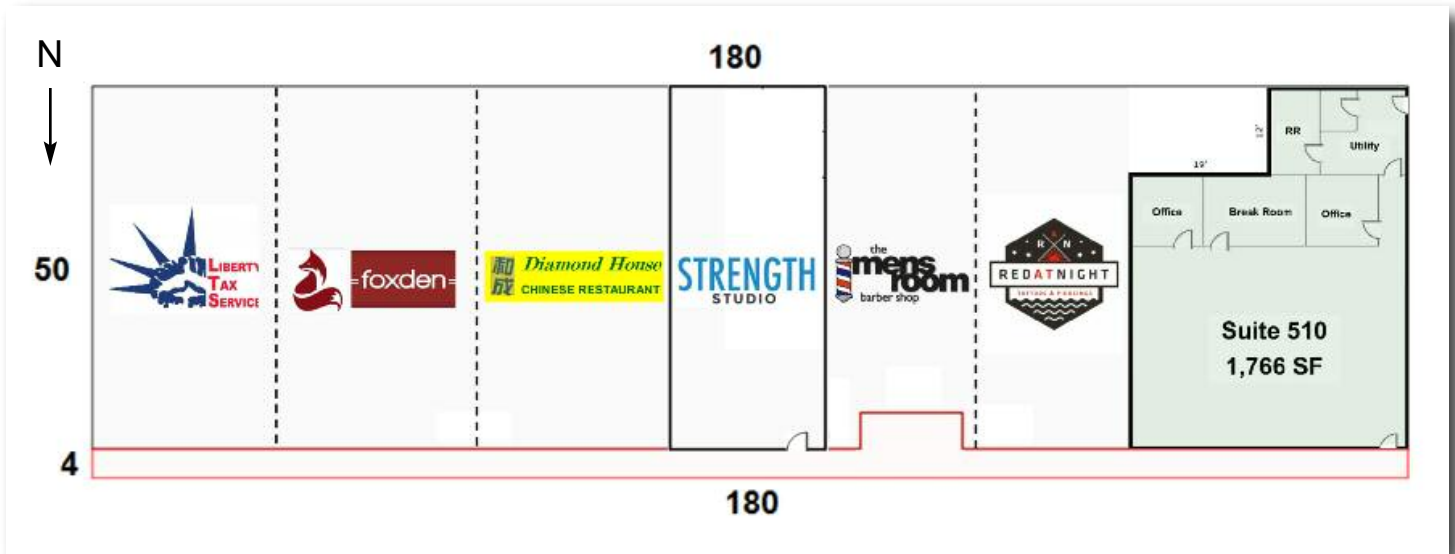
{ Floor Plan }

Discount Center



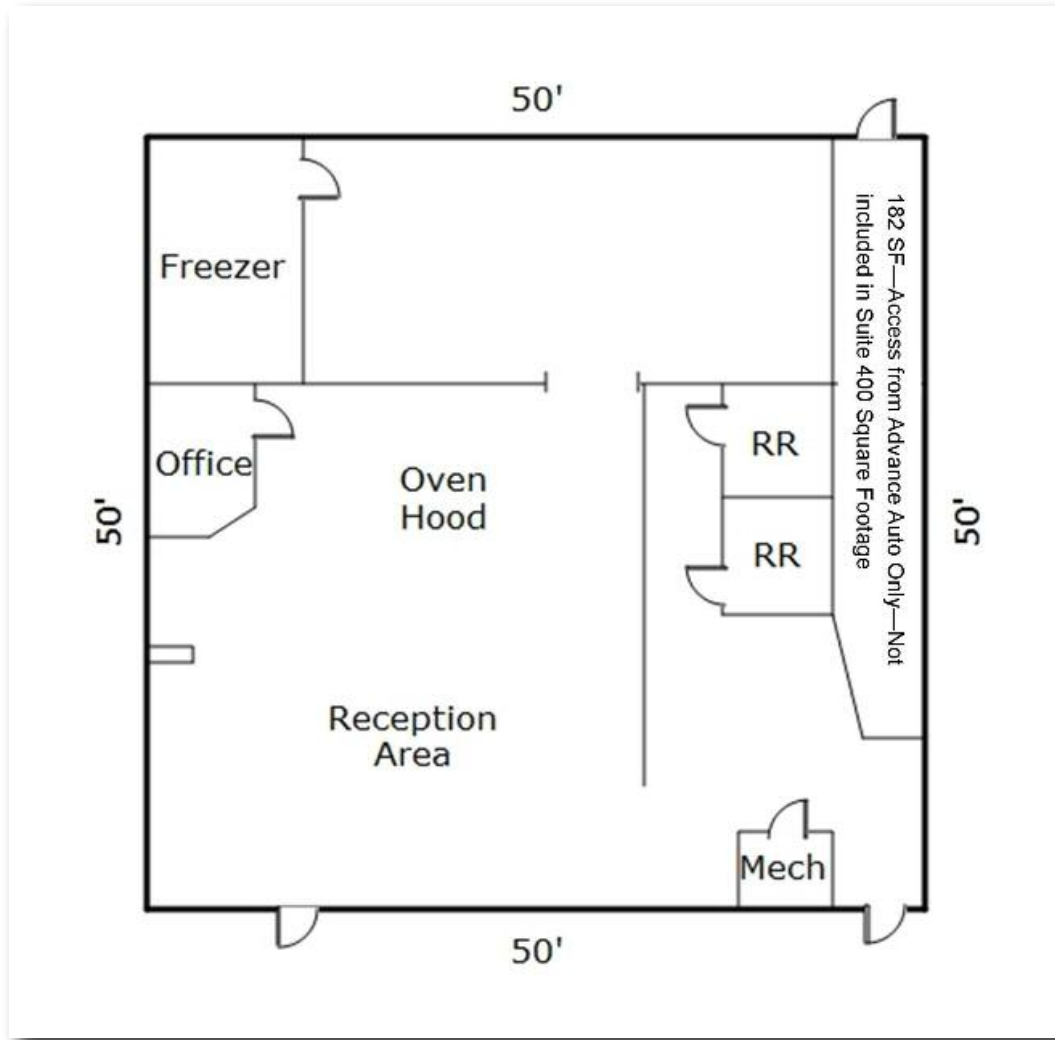
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Strip Center



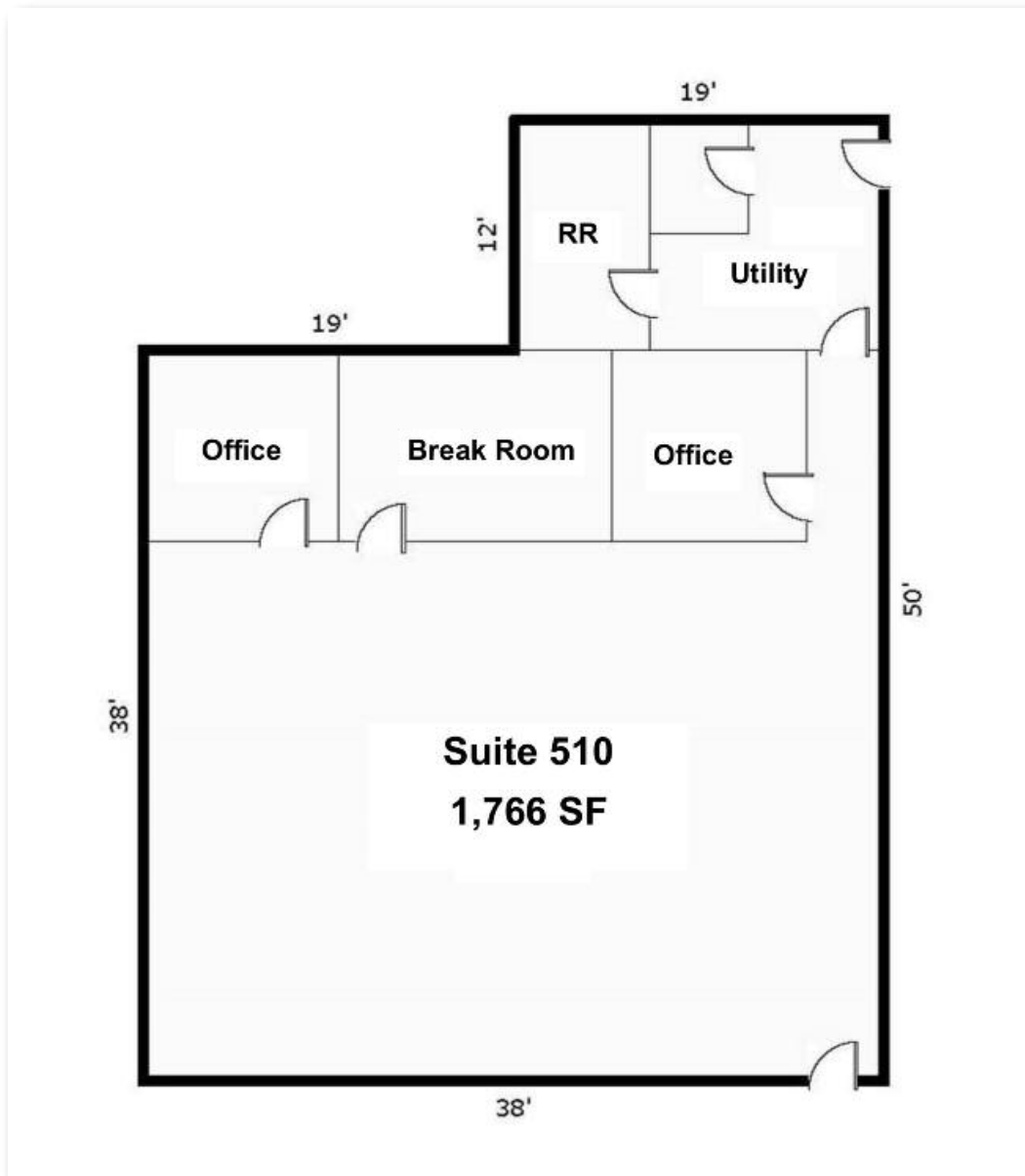
{ Floor Plan }

Suite 400



{ Floor Plan }

Suite 510



{ Photos } Discount Center



400



400



400



400



400



400

{ Photos } Strip Center



510



510



510



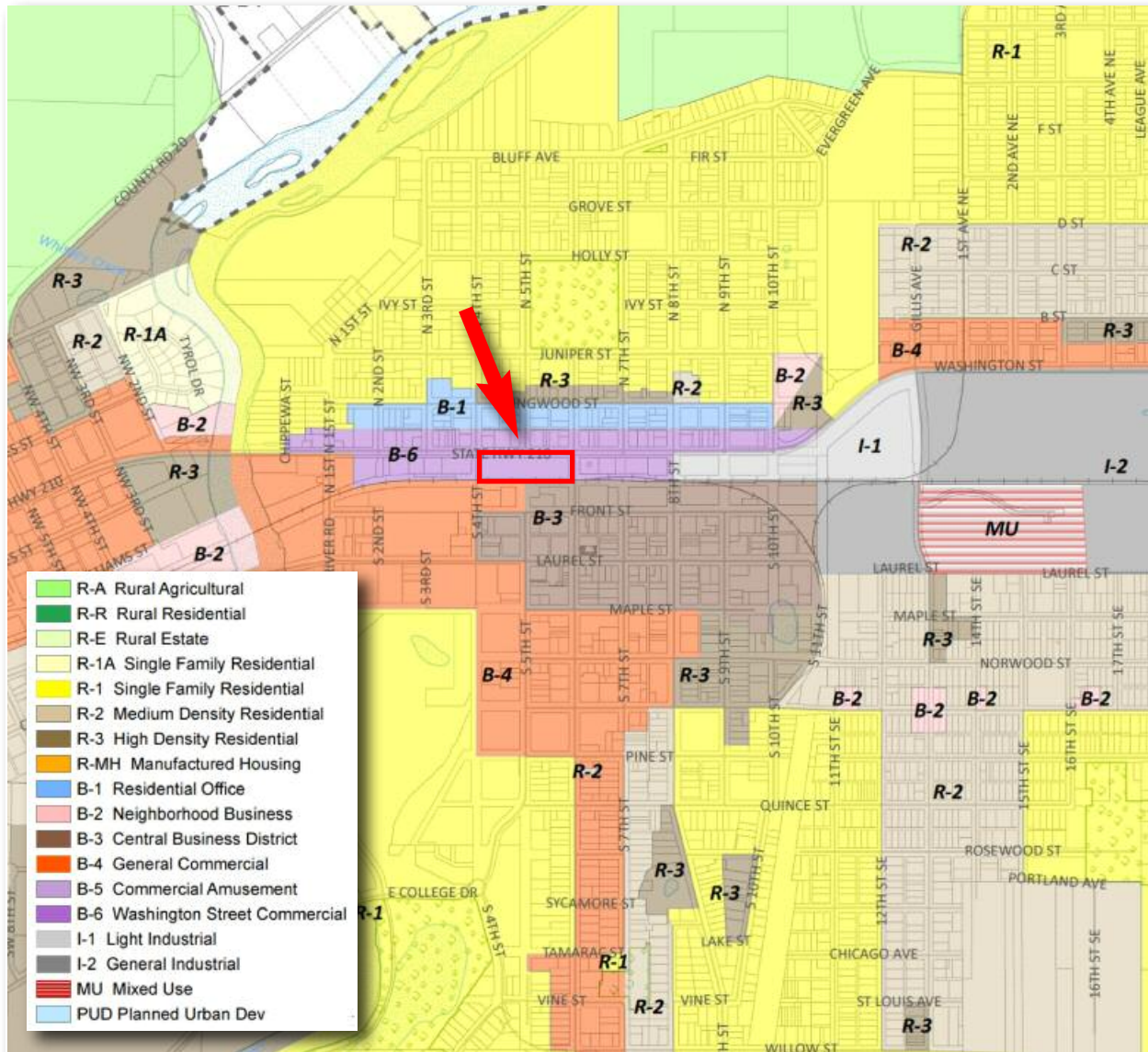
510

{ Aerial Photo }



Zoning Map

B6 - Washington Street Commercial



Zoning Description

B-6, WASHINGTON STREET COMMERCIAL DISTRICT

515-65-1: Purpose and Intent.

The purpose and intent of the district is to provide zoning regulation flexibility to permit development consistent with land use patterns along the Washington Street corridor from the Mississippi River to Gillis Street. The purpose of the District is also to ensure compatibility between land uses and transportation and to minimize negative effects of development on the Washington Street corridor.

515-65-2: Permitted Uses.

- A. Decorating and photography studios.
- B. Financial institutions.
- C. Liquor sales, on and off sale.
- D. Offices.
- E. Pawn shops.
- F. Personal services limited to barber shops, beauty salons, nail salons, tanning salons, therapeutic massage and tattooing.
- G. Recreation businesses – indoor.
- H. Restaurants – sit down, takeout and delivery.
- I. Retail businesses within a principal building.
- J. Repair services limited to jewelry, radio and electronics, televisions and household appliances.
- K. On-site service businesses such as tailoring, dry cleaning, self-service laundry and copy centers.
- L. Music, art and dance studios.
- M. Adult uses.
- N. Essential services as regulated by Section 36 of this Ordinance.
- O. Personal, Professional, and Recreational Vehicle Repair, Minor.
- P. Brew Pub Off-Sale. A brewer with an off-sale malt liquor license subject to the provisions of Minnesota Statutes 340A and the following:
 - 1. No outdoor storage.
 - 2. No odors from the brewery facility shall be perceptible beyond the property line. If such odors occur, the brewery facility operator shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
- Q. Brew Pub On-Sale. A brewer with an on-sale malt liquor license subject to the provisions of Minnesota Statutes 340A and the following:
 - 1. No outdoor storage.
 - 2. Comply with the requirements of 515-62-6B for outdoor serving.
 - 3. No odors from the brewery shall be perceptible beyond the property line. If such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
 - 4. On-site sale of wine or spirits is permitted in accord with Minnesota Statutes and Brainerd City Code XII.
- R. Brewery with Taproom On-Sale. A brewer with an on-sale brewery taproom license for the “On-Sale” of malt liquor produced on the licensed premises subject to the provisions of Minnesota Statutes 340A and the following:
 - 1. No outdoor storage.
 - 2. Comply with the requirements of Brainerd City Code 515-62-6B for outdoor serving, if applicable.
 - 3. No odors from the brewery shall be perceptible beyond the property line. When such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
- S. Brewery with Taproom Off-Sale. A brewer with an off-sale brewery taproom license for the “off-sale” of malt liquor produced on the licensed premises subject to the provisions of Minnesota Statutes 340A and the following:
 - 1. No outdoor storage.
 - 2. A taproom for malt liquor “off-sale” produced on-site shall require an “on-sale” taproom room license from the City of Brainerd, according to the City Code Section XII.
 - 3. Comply with the requirements of Brainerd City Code 515-62-6B for outdoor serving, if applicable.
 - 4. No odors from the brewery shall be perceptible beyond the property line. When such odors occur, the brewery shall take appropriate measures to reduce or mitigate any odors generated from the operation and be in compliance with any applicable Minnesota Pollution Control standards.
- T. Microdistilleries and Cocktail Rooms. Subject to the provisions of Minnesota Statutes 340A and the following:
 - 1. No outdoor storage.
 - 2. A cocktail room shall require an “on-sale” taproom room license from the City of Brainerd, according to the City Code Section XII.
 - 3. Comply with the requirements of Brainerd City Code 515-62-6B for outdoor serving, if applicable.

515-65-3: Accessory Uses.

- A. Accessory uses customarily incidental to permitted uses.
- B. Loading and unloading areas as regulated by Section 23 of this Ordinance.

Continued on following page.

Zoning Description

C. Signs.

D. Fences.

E. Drive-up service facilities provided that:

1. Not less than one hundred twenty (120) feet of segregated automobile stacking must be provided for the single service lane. Where multiple service lanes are provided, the minimum automobile stacking may be reduced to sixty (60) feet per lane.
2. The stacking lane and its access must be designed to control traffic in a manner to protect the buildings and will not interfere with on-site traffic circulation or access to the required parking space.
3. No part of the public street or boulevard may be used for stacking of automobiles.
4. The stacking lane, order board intercom, and window placement shall be designed and located in such a manner as to minimize glare to adjacent premises, particularly residential premises, and to maximize maneuverability of vehicles on the site.
5. The drive-up window and its stacking lanes shall be screened from view of adjoining residential zoning districts and public street rights-of-way.
6. A lighting and photometric plan will be required that illustrates the drive-up service lane lighting and shall comply with Section 18 of this Ordinance.

F. Radio and television receiving antennas, satellite dishes, TV Receiver Only (TVRO) three (3) meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including radio receivers, ham radio transmitters and television receivers as regulated by Section 35 of this Ordinance.

G. Car wash accessory to motor vehicle sales.

H. Outside services, sales, and equipment rental accessory to the principal use and limited in area to fifteen (15) percent of the gross floor area of the principal building or fifteen (15) percent of the tenant bay if it is a multiple tenant building. Outside service, sales and rental area must be located on private property and shall not intrude on the public sidewalk or boulevard.

515-65-4: Uses by Administrative Permit.

A. Temporary/seasonal outdoor sales and promotional events provided that:

1. Such activity is targeted toward the general public and includes grand openings, warehouse sales, sidewalk sales, inventory reduction and liquidation sales, and seasonal merchandise sales.
 2. The maximum term of the event shall not exceed fourteen (14) consecutive days, with a maximum of four (4) permits per calendar year for each use. Consecutive permits may be issued.
 3. No portion of the use shall take place within any public right-of-way or landscaped green strip.
 4. Parking and display areas associated with the use shall not distract or interfere with existing business operations or traffic circulation patterns.
 5. Display areas and parking spaces shall use those parking lot spaces that are in excess of the minimum required parking for the primary use of that property.
 6. The site shall be kept in a neat and orderly manner and display of items shall be as compact as possible so as to not interfere with existing business, parking or driveway operations.
 7. Sales products, trailers, temporary stands, etc. shall be located on an asphalt or concrete surface as approved in the Administrative Permit.
 8. Temporary outdoor seasonal sales uses (with a valid Administrative Permit) may have one (1) on-site temporary sign not to exceed twenty-four (24) square feet in area and not more than six (6) feet in height.
 9. A daily cleanup program shall be presented as part of the Administrative Permit application.
- B. Personal wireless service antennas as regulated by Section 35 of this Ordinance.

515-65-5: Interim Uses. A. None.

515-65-6: Conditional Uses.

A. Motor vehicle fuel sales provided that:

1. Installation is in accordance with State and City standards. Additionally, adequate space shall be provided to access fuel pumps and allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site. Fuel pumps shall be installed on pump islands.
2. A minimum lot area of forty thousand (40,000) square feet and minimum lot frontage of one hundred (100) feet.
3. Architectural standards are compliant with the required commercial design construction standards of Section 515-17-3 of this Ordinance.
4. A protective canopy structure may be located over the pump island(s) as an accessory structure. The canopy shall meet the following performance standards:
 - a. The edge of the canopy shall be twenty (20) feet or more from the front and/or side lot line, provided that adequate traffic visibility both on-site and off-site is maintained.
 - b. The canopy shall not exceed eighteen (18) feet in height and must provide fourteen (14) feet of clearance to accommodate a semi-trailer truck passing underneath.
 - c. The canopy fascia shall not exceed three (3) feet in vertical height.
 - d. Canopy lighting shall consist of canister spotlights recessed into the canopy. No portion of the light source or fixture may extend below the bottom face of the canopy. Total canopy illumination may not exceed one hundred fifteen (115) foot candles below the canopy at ground level. The fascia of the canopy shall not be illuminated.

Continued on following page.

Zoning Description

- e. The architectural design, colors, and character of the canopy shall be consistent with the principal building on the site.
- f. Signage may be allowed on a detached canopy in lieu of wall signage on the principal structure, provided that:
 - 1) The canopy signs do not exceed more than twenty (20) percent of the canopy façade facing a public right-of-way.
 - 2) The canopy fascia shall not be illuminated except for permitted canopy signage.
- g. Canopy posts/sign posts shall not obstruct traffic or the safe operation of the gas pumps.
- 5. Pump islands must comply with the following performance standards:
 - a. Pump islands must be elevated six (6) inches above the traveled surface of the site.
 - b. All pump islands must be set at least thirty (30) feet back from any property line. Additionally, the setback between the pump islands curb face must be at least twenty-four (24) feet.
- 6. Landscaping must comply with standards set forth in Section 20 of this Ordinance.
- 7. Lighting shall be in compliance with Section 18 of this Ordinance.
- 8. Circulation and Loading. The site design must accommodate adequate turning radius and vertical clearance for a semi-trailer truck. Designated loading areas must be exclusive of off-street parking stalls and drive aisles. A site plan must be provided to illustrate adequate turning radius, using appropriate engineering templates.
- 9. Pedestrian Traffic. An internal site pedestrian circulation system shall be defined and appropriate provisions made to protect such areas from encroachments by parked cars or moving vehicles. In front of the principal structure, the pedestrian sidewalk must be a minimum of five (5) feet wide and clear of any obstacle or impediment. The pedestrian sidewalk may be reduced to a minimum of three (3) feet wide and clear of any obstacle or impediment when segregated from parking or drive aisles by a physical barrier that prevents vehicles from overhanging the pedestrian sidewalk.
- 10. Noise. Play of music or advertisement from the public address system is prohibited. Noise control shall be required as regulated in the Brainerd City Code.
- B. Planned Unit Development (PUD) (including shopping centers) as regulated by Section 11 of this Ordinance.
- C. Non-enclosed areas for dining and/or serving alcohol when accessory to a restaurant and/or bar provided that:
 - 1. The applicant submits a site plan in accord with Section 5 of this ordinance that includes information demonstrating the location and type of all tables, refuse receptacles, and wait stations.
 - 2. Access shall be provided only via the principal building.
 - 3. The size of the area is restricted to thirty (30) percent of the total customer floor area within the principal structure.
 - 4. The area is screened from view from adjacent residential uses in accordance with Section 20 of this Ordinance.
 - 5. All lighting shall be hooded and directed away from adjacent residential uses in accordance with Section 18 of this Ordinance.
 - 6. The applicant demonstrates that pedestrian circulation is not disrupted as a result of the area by providing the following:
 - a. Minimum clear passage zone for pedestrians at the perimeter of the restaurant shall be at least five (5) feet without interference from parked motor vehicles, bollards, trees, tree gates, curbs, stairways, trash receptacles, street lights, parking meters, or the like.
 - b. Overstory canopy of trees, umbrellas or other structures extending into the pedestrian clear passage zone or pedestrian aisle shall have a minimum clearance of seven (7) feet above sidewalk.
 - 7. The area is surfaced with concrete, bituminous, decorative pavers or may consist of a deck with wood or other flooring material that provides a clean, attractive, and functional surface.
 - 8. Storage of furniture shall not be permitted outdoors between November 1 and March 31. Outdoor furniture that is immovable or permanently fixed or attached to the sidewalk shall not be subject to the storage prohibition of this section. However, any immovable or permanently fixed or attached furniture shall be approved as part of the conditional use permit application.
 - 9. Additional off-street parking may be required pursuant to the requirements set forth in Section 22 of this Ordinance based on the additional seating area provided by the area.
 - 10. Closed lid refuse containers are to be provided.
 - 11. So as to deter the free passage of any person or substance beyond the barriers of the non-enclosed areas, a barrier at a minimum of thirty-six (36) inches made of wood, vinyl, wrought iron, brick or natural stone, planter or other approved material shall be provided. Barrier openings shall be spaced such that visibility is allowed but the passage of an alcoholic beverage through an opening to a person that is not within the nonenclosed area is prohibited.
 - 12. The primary access and egress will be from the main premises or structure and no other access or egress will be allowed other than those required as emergency exits. The outdoor sale area will be defined or structurally constructed so as to prohibit the free passage of any person or substance beyond said area.
 - 13. Smoking in the area, if allowed by the business owner, is permitted provided the area is in compliance with the Minnesota Freedom to Breathe Act of 2007.
 - 14. The Building Official shall review the suitability of the area in light of the applicable fire, building, and life safety codes and the adequacy of the proposal to provide for the safety of persons on the premises.
 - 15. There shall be no amplified live music allowed in the area except in the case of special event, which requires a permit from the City. Music shall be kept to a level that is not intrusive to surrounding property.
 - 16. All licenses required for serving alcohol specified in city code Chapter XIII shall be obtained.
- D. Small engine and boat repair provided that:
 - 1. The lighting shall be accomplished in such a way as to have no direct source of light visible from adjacent land in residential use or from the public right-of-way and shall be in compliance with Section 18 of this Ordinance.

Continued on following page.

Zoning Description

2. The site shall be landscaped and screened in accordance with Section 20 of this Ordinance.
3. Vehicular access points shall create a minimum of conflict with through traffic movement and shall be subject to the approval of the City Engineer.
4. Provisions are made to control and reduce noise.
5. No outside storage, repair or sales.
- E. Animal hospital or clinic and kennels provided that:
 1. All areas in which animals are confined are located indoors and are properly soundproofed from adjacent properties.
 2. Animal carcasses are properly disposed of in a manner not utilizing on-site garbage facilities or incineration and the carcasses are properly refrigerated during periods prior to disposal.
 3. An animal kennel is permitted as a use accessory to the veterinary clinic provided that:
 - a. The number of animals boarded shall not exceed twenty (20).
 - b. An indoor or outdoor exercise area shall be provided to accommodate the periodic exercising of animals boarded at the kennel.
 - c. A ventilation system shall be designed so that no odors or organisms will spread between wards or to the outside air and will be capable of completely exchanging internal air at a rate of at least twice per hour. Air temperature must be maintained between sixty (60) and seventy-five (75) degrees Fahrenheit.
 - d. A room separate from the kennel area shall be provided of sufficient size to adequately separate animals that are sick or injured from healthy animals.
 - e. Indoor animal kennel floors and walls shall be made of non-porous materials or sealed concrete to make it non-porous.
 - f. Animal wastes shall be flushed down an existing sanitary sewer system or enclosed in a container of sufficient construction to eliminate odors and organisms and shall be properly disposed of at least once a day.
 - g. All State Health Department and Minnesota Pollution Control Agency requirements for such facilities are met.
- F. Radio and television studios.
- G. Automobile dealerships provided that:
 1. Outdoor sales area shall be set at least five (5) feet back from all property lines, and at least fifteen (15) feet back from any street surface.
 2. Outdoor sales shall be physically defined on the site by surfacing, curbing, landscaping, or a fence barrier.
 3. The boulevard portion of the street right-of-way shall not be used for parking, or storage or display of sale items.
 4. Outside sales areas are fenced or screened from view of neighboring residential uses or an abutting residential district in compliance with Section 20 of this Ordinance.
 5. All lighting shall be hooded and so directed that the light source is not visible from the public right-of-way or from an abutting residence and shall be in compliance with Section 18 of this Ordinance.
 6. All display/sales/storage areas shall be paved.
 7. Required parking shall be segregated from the sales display. The use shall not take up parking space as required for conformity to this Ordinance.
- H. Commercial day care facilities regulated by Section 29 of this Ordinance.
- I. Car wash.
- J. Personal, Professional, and Recreational Vehicle Repair, Major.

515-65-7: Minimum Lot Area Requirements. A. None.

515-65-8: Minimum Yards and Setbacks.

- A. Front Yard Setback:
 1. Buildings: None.
 2. Parking: Ten (10) feet adjacent to a street or alley. None adjacent to railroad right-of-way.
- B. Side Yard Setback:
 1. Buildings: None.
 2. Parking: Five (5) feet.
- C. Rear Yard Setback:
 1. Buildings: Ten (10) feet adjacent to an alley. None adjacent to railroad right-of-way.
 2. Parking: Ten (10) feet adjacent to a street or alley. None adjacent to railroad right-of-way.

515-65-9: Maximum Lot Coverage. A. None.

515-65-10: Maximum Building Height. Not more than three (3) stories or thirty-five (35) feet unless otherwise granted under a Conditional Use Permit.

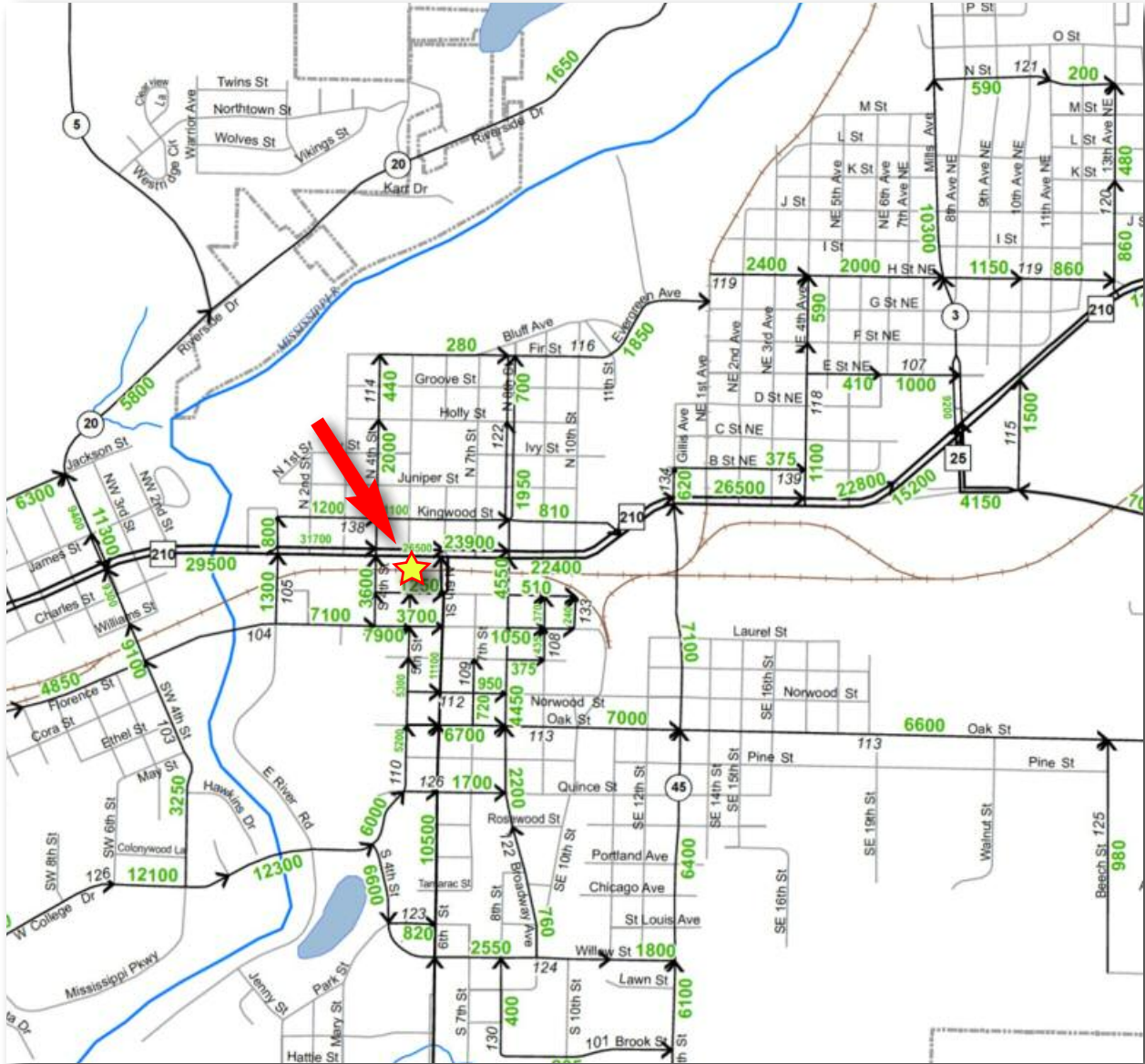
515-65-11: Building Design and Construction. All buildings and structures in the overlay district shall comply with the design requirements of Section 515-17-3 (commercial requirements) of this Ordinance.

515-65-12: Off-Street Parking and Loading. Required off-street parking stalls and loading spaces shall conform to Section 22 and Section 23 of this Ordinance.

Traffic Counts

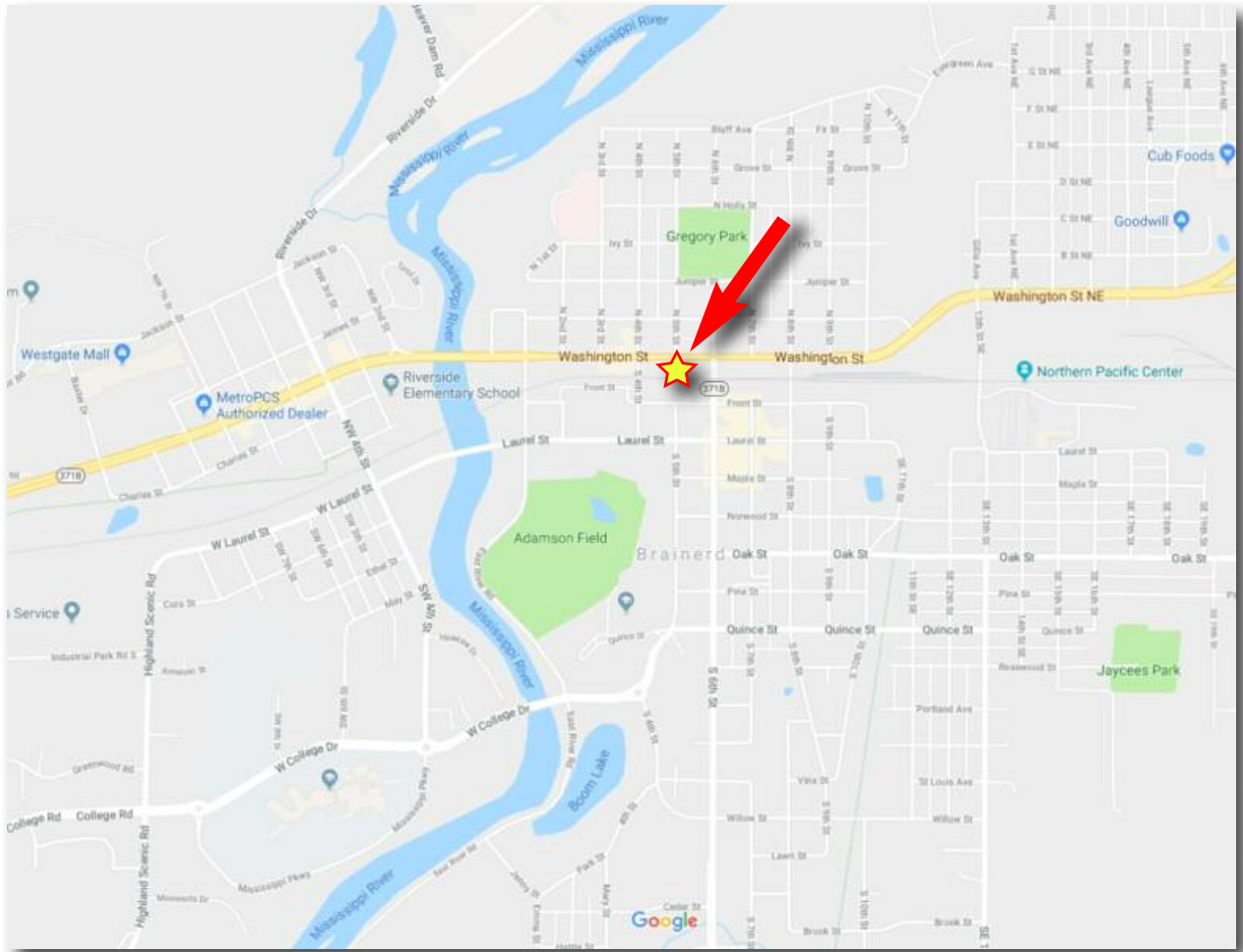
2015 Counts from MNDOT

Brainerd Traffic Counts: 23,900 - 26,500 on Washington St/Hwy 210, 11,100 on S 6th St and 3,600 on N 4th St



{ Location Map }

North



South

Demographics

Figures from STDB, CCIM

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%
Brainerd	0.62%

Households in 2018:

Crow Wing County	27,662
Brainerd	12,692

2018 Median Household Income:

Crow Wing County	\$52,621
Brainerd	\$50,075

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
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
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

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
Olive Garden
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
Tim Horton's
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.¹⁵ 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. _____ (Date) _____ (Date)

(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).¹⁶ 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).¹⁶ 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.¹⁸
44. Within the limitations described above, dual agents owe to both Seller and Buyer the fiduciary duties described
45. on page two (2).¹⁶ 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. ¹⁵ 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. ¹⁶ 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. ¹⁸ 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.cor.state.mn.us.

MN-AGCYDISC-2 (8/10)

{ Contact }

Close~Converse

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