

COMMERCIAL SITE FOR SALE

Falcon Drive, Baxter, MN 56425



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Commercial Site For Sale.

Excellent development opportunity in a growing commercial neighborhood. Site is located directly west of MMFCU, near numerous medical providers, several big-box retailers including Costco, Hobby Lobby, Home Depot and Super Wal-Mart, plus



numerous medium-box retailers. Excellent location to move or expand your office-service business.

Address: Falcon Drive, Baxter, MN 56425

Directions: From Hwy 210/371 intersection in Baxter - South on Hwy 371 -

West on Glory Road - South on Falcon Drive - Property is on the

East

Lot Size: 3.28 Acres (142,725 sq. ft.)

Lot Dimensions: 410.92′ x 345.76′ x 398.54′ x 338.68′

Frontage: 140.92' on Falcon Drive

PRICE REDUCED: \$250,000 \$225,000

2023 Real Estate Taxes: \$3,454

Water & Sewer: City

Available Utilities: Natural Gas, Electric, Phone & Internet

Continued on next page.



Features

Zoning: OS - Office Service

Topography: Generally level and high with wooded and open areas

Drainage: Potential for a percentage of storm water drainage off-site to

the north adjacent pond

PID#: 40070583

Legacy PID#: 0334400090B0009

Legal Description: Outlot B, 2nd Addition to the Isle Road Office Park

Neighboring Businesses: Nearby businesses include North Central Medical Supply,

MMFCU, CRMC, Essentia Baxter Clinic, Riverstone

Professional Center, Walmart, Domino's, Discount Tire, Home Goods, Hobby Lobby, El Tequila, Ulta, PetSmart, TJ Maxx, Dick's Sporting Goods, Costco, Centra Care, Wings Financial, Home Depot, Greenhaven Dental, Sleep Center on MN, Play N Trade, The Notorious Tan, Baxter Dental, Jiffy Lube, DN Nails, Kohls,

Fleet Farm, Cub Foods, plus numerous others.



Aerial Photo





Aerial Photo



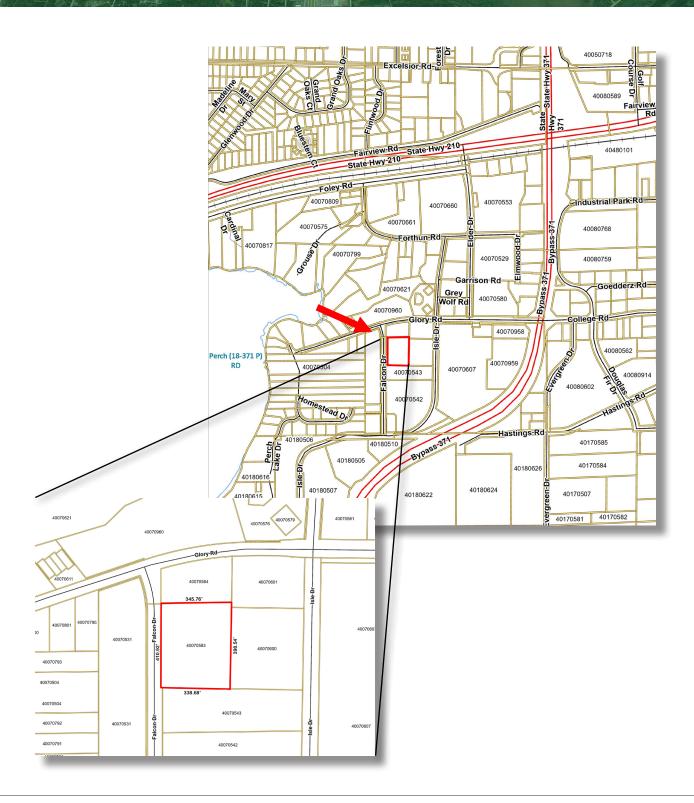


Section Aerial



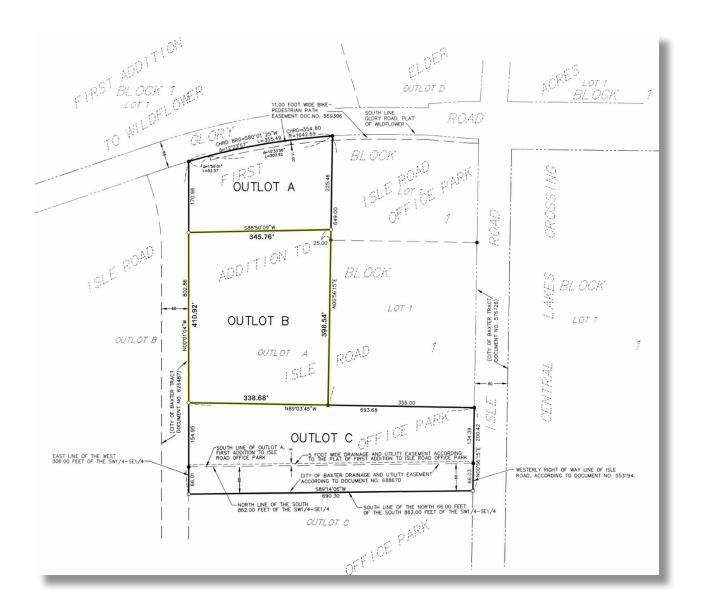


Section Map



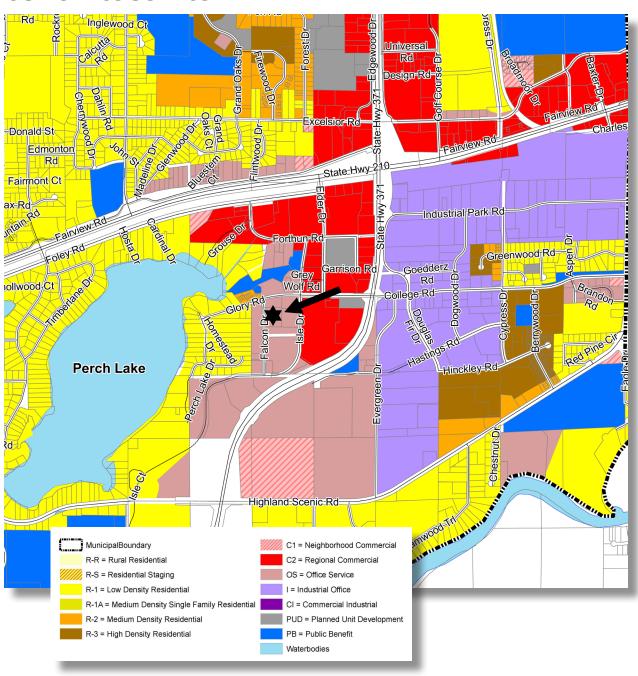


2nd Addition to Isle Road Office Park





OS - Office Service





Zoning Description

ARTICLE H. OS OFFICE SERVICE DISTRICT

10-3H-1: PERMITTED USES:

Offices and complementary service uses of a general nature conducted in a building no greater than one hundred twenty five thousand (125,000) gross square feet, except as may be approved by the city council by conditional use permit:

Banks, savings and loans, credit unions and the like (without drive-through).

Barbershops, beauty shops; other personal service uses.

Bus/transit stations or terminals without vehicle storage.

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

Clinics including multispecialty outpatient clinic.

Commercial recreation, indoor (e.g., bowling alleys, roller rinks and the like).

Convenience stores (without motor fuel stations).

Essential services.

Laboratories and research facilities.

Manufacturing or assembly of products that produces no exterior noise, glare, fumes, byproducts or wastes or creates other objectionable impact on the environment.

Offices, professional and medical.

Public and private clubs and lodges.

Radio and television stations or studios.

Religious institutions (limited to worship and directly related social events).

Residential care facilities such as nursing homes, assisted living facilities including community behavioral health hospital and similar facilities (excludes hospitals or similar institutions).

Studios; art related.

Warehousing, wholesale offices and showrooms, excluding explosives and hazardous waste. (Ord. 2014-19, 6-17-2014)

10-3H-2: ACCESSORY USES:

Accessory uses incidental and customary to uses allowed in section 10-3H-1 of this article, including retail, shall not occupy more than thirty percent (30%) of the gross floor area of the principal building.

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

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.

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

Warehousing as accessory to the permitted principal use.

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)

10-3H-3: CONDITIONAL USES:

The following are conditional uses, subject to the conditions outlined in section 10-7-4 of this title and the specific standards and criteria that may be cited for a specific use:

Daycare facility provided:

A. Unless exempted by the zoning administrator, where an outdoor play area of a daycare facility abuts any commercial or industrial use or zone, or public right of way, the daycare facility shall provide screening along the shared

Continued on next page.



Zoning Description

boundary of such uses, zones or public rights of way. All of the required fencing and screening shall comply with section 10-4-8, "Screening/Landscaping/Fencing", of this title.

- B. There shall be adequate off street parking which shall be located separately from any outdoor play area. Parking areas shall be screened from view of surrounding and adjoining residential uses in compliance with section 10-5-2, "Off Street Parking", of this title.
- C. When a daycare facility is an accessory use within a structure containing another principal use, parking for each use shall be calculated separately for determining the total off street parking spaces required. An exception to this requirement may be granted by the zoning administrator in instances where no increase in off street parking demand will result.

Drive-through business subject to section 10-5-5, "Drive-Through Businesses", of this title provided:

- A. Adequate stacking distance shall be provided, as determined by the city engineer, which does not interfere with other driving areas, parking spaces, or sidewalks.
- B. Electronic speaker devices, if used, shall not be audible beyond the property being served and shall not be operated between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M., unless extended by the city council as part of the conditional use permit.
- C. Screening shall be provided of automobile headlights in the drive-through lane to adjacent properties subject to section 10-4-8, "Screening/Landscaping/Fencing", of this title. Such screening shall be at least three feet (3') in height and fully opaque, consisting of a wall, fence, dense vegetation, berm, or grade change.
- D. A bypass lane shall be provided for each drive-through use, allowing cars to leave the drive-through lane from the stacking area.

Funeral homes and mortuaries.

Hospitals, provided that:

- A. The site and related parking and service entrances are served by an arterial or collector street of sufficient capacity to accommodate the traffic which will be generated.
- B. An off street rider drop off and pick up drive and entrance is provided.
- C. Adequate off street parking is provided in compliance with section 10-5-2, "Off Street Parking", of this title to include additional spots calculated for outpatient services.
- D. Adequate off street loading is provided in compliance with section 10-5-3, "Loading Spaces", of this title.
- E. Vehicular entrances to parking or service areas shall create a minimum of conflict with through traffic movement.
- F. When abutting an R-1 or R-2 district, a buffer area with screening and landscaping in compliance with section 10-4-8, "Screening/Landscaping/Fencing", of this title shall be provided.
- G. When abutting an R-1 or R-2 district, side yards are double the minimum requirement established for this district and are screened in compliance with section 10-5-2, "Off Street Parking", of this title.
- H. If across the street from an R-1 or R-2 District, the front yard setback depth shall be a minimum of forty five feet (45').
- I. All signing and information or visual communication devices shall be in compliance with section 10-5-1, "Signs", of this title and shall not impact surrounding or abutting residential uses.

Multi-business signs, as regulated in section 10-5-1, "Signs", of this title. School.

- A. The use when conducted entirely within a building.
- B. The site shall be located within one thousand feet (1,000') of a collector or arterial roadway.
- C. A master plan shall be submitted that describes proposed physical development for the next ten (10) 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.

Continued on next page.



Zoning Description

D. 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.

Veterinary; related indoor kennels provided:

- A. All pens or cages must be completely enclosed within a building with the exception of incidental run areas that shall be limited to ten percent (10%) of the gross floor area of its associated principal use, to a maximum of five thousand (5,000) square feet.
- B. All indoor activity shall include soundproofing and odor control.
- 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.

Wireless communication towers as accessory to a permitted principal use subject to title 9, chapter 4 of this Code. (Ord. 2014-19, 6-17-2014; amd. Ord. 2015-06, 3-17-2015; Ord. 2018-006, 4-17-2018)

10-3H-4: INTERIM USES:

The following are interim uses, subject to the conditions outlined in chapter 7 of this title, interim uses, and the specific standards and criteria that may be cited for a specific use:

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

A. All Building and Safety Codes are met. (Ord. 2013-20, 11-19-2013)

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

A. Area Requirements: The following requirements shall be met in the OS District. New development shall only be allowed when a full range of Municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay District", of this chapter.

With Public Sewer And Water

Minimum lot size 20,000 square feet
Minimum lot width 100 feet interior
120 feet corner

Minimum principal structure setbacks:

Front yard 35 feet Side yard 10 feet interior

35 feet abutting corner

Rear yard 30 feet Minimum accessory structure setbacks:

Front yard 35 feet

Side yard 10 feet interior

35 feet abutting corner

Rear yard 10 feet
Maximum lot coverage 50 percent
Maximum building height 45 feet

Maximum impervious surface (other than Shore Land Overlay District) 88 percent

Maximum impervious surface (Shore Land Overlay District) 25 percent

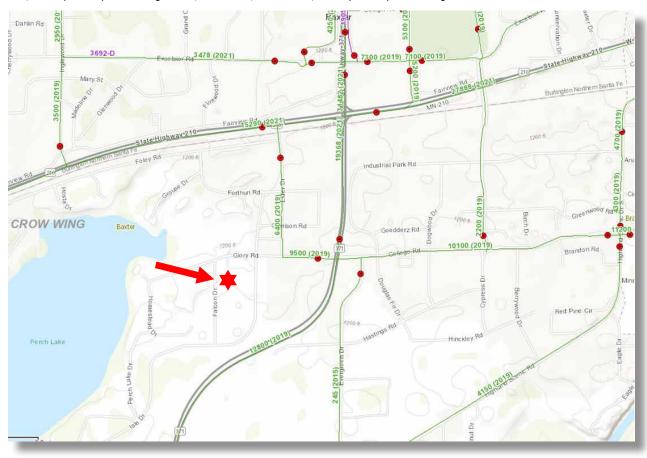
(Ord. 2016-021, 5-17-2016)

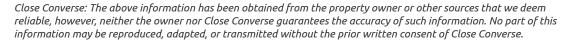
B. Fence, Screen Required: Wherever a Business District abuts or is across the street from an R District, a fence or compact evergreen screen is required pursuant to section 10-4-8, "Screening/Landscaping/Fencing", of this title. (Ord. 2013-20, 11-19-2013)



Counts from MNDOT Traffic Counts

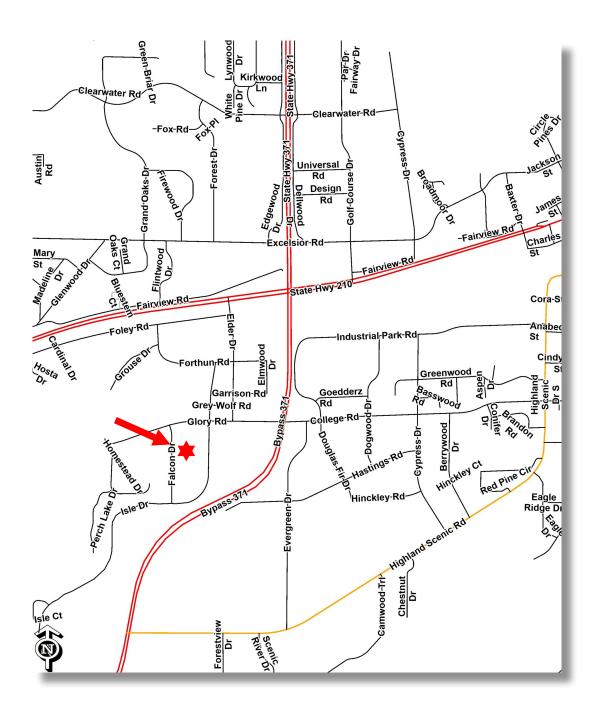
Traffic Counts: 6,400 (2019) on Elder Drive, 9,500 (2019) on Glory Road, 19,368 - 31,482 (2021) on Hwy 371, and 15,290 - 27,888 (2021) on Hwy 210







Location Map





Figures from STDB, CCIM Demographics

Trade Area 2022 Population (Includes the following counties):

Crow Wing County 66,474
Cass County 29,904
Total Trade Area Population 96,378

2022 Population:Baxter
8,621

Brainerd 31,366

Estimated Summer Population: Brainerd/Baxter 200,000+

Projected Population Growth Change 2022-2027:

Crow Wing County 0.29%

Baxter 0.71%

Households in 2022: Crow Wing County 28,100

Baxter 3,364

2022 Median Household Income: Crow Wing County \$65,588

Baxter \$76,733

Crow Wing County Retail Sales in 2012:

Leading Employers in Crow Wing County in 2022:

Essentia Health

Cuyuna Regional Medical Center

Brainerd School District Grandview Lodge Breezy Point Resort

Ascensus Clow Stamping Crow Wing County Madden's Resort Cragun's Resort Walmart

Ruttgers Bay Lake Resort Cub Foods/Super Valu (3 Stores)

Central lakes College

Anderson Brothers Construction Pequot Lakes School District

Mills Automotive Bang Printing City of Brainerd

Costco

Bethany Good Samaritan Woodland Good Samaritan Crosby Ironton School District

Minnesota Care

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Leading Employers Cont.:

Landis + Gyr Northstar Plating Nortech Systems

\$1,124,967,000

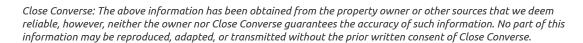
Lindar Avantech Reichert Bus Lexington Growth Zone

CTC

Stern Companies

BTD MNDOT MNDNR TDS

Graphic Packaging Crow Wing Power





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: Birch Bay **Bovd Lodge Breezy Point Resort**

Craguns Fritz's Resort **Grand View Lodge** Gull Lake Resort Kavanaugh's Lost Lake Lodge Maddens

Manhatten Beach Lodge

Quarterdeck

Ruttger's Bay Lake Lodge

Sullivans

Plus numerous others

Major Retailers:

Aldi

Anytime Fitness Ashley Furniture Auto Zone Best Buy

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 Home Goods **Hobby Lobby** Jiffy Lube

Kohl's

Major Retailers Continued:

Menards Michaels **PetSmart** Planet Fitness Super One Super Wal-Mart Takedown Gym Target

The Power Lodge

TJ Maxx **Ulta Beauty** Walgreens Westgate Mall (27 Retailers) Westside Liquor

Restaurants/Fast Food:

218 Local 371 Diner 612 Station Antler's Applebee's Arby's B-Merri

Baia Della Italian Kitchen

Bar Harbor Baxter's Billy's

Black Bear Lodge & Saloon

Blaze Pizza **Boulder Tap House Breezy Point Marina Buffalo Wild Wings Burger King Burritos California** Caribou Coffee (4)

Char China Garden Chipotle Coco Moon **Cold Stone Creamery**

Cowboy's

Cragun's Legacy Grill

Cru Culver's Dairy Queen (3) Diamond House Domino's Pizza (3) Restaurants/Fast Food Continued:

Dough Bros. Dunmire's (2) Einstein Bagel El Teguila Ernie's Firehouse Subs Five Guys

Four Seas Grizzly's Grill & Saloon

Hardee's Hunt 'N Shack Jack's House Jersey Mike's Jimmy John's Jr's No. 19 BBQ

KFC

Little Caesar's Loco Express Lucky's

Madden's Classic Grill Manhattan Beach Maucieri's McDonalds (2) Moonlite Bay Papa Murphy's Pizza

Perkins Pine Peaks Pizza Hut Pizza Ranch Poncho & Lefty's Rafferty's Pizza (4) Riverside Inn Ruttger's Sakura Senor Patron **Sherwood North** Slice on Oak

Subway (4) Sunshine's Summer House Taco Bell

Taco John's The Barn The Commander The Pines at Grandview

Timberjack Wendy's (2) Ye Ole Wharf

Starbucks (3)



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.



12.

Agency Disclosure

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

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

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

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

13. (Signature

- Seller's/Landlord's Broker: A broker who lists a property, or a salesperson who is licensed to the listing broker, represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to the Seller/Landlord the fiduciary duties described on page two (2). ⁽²⁾ The broker must also disclose to the Buyer material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or salesperson. 22. 23.
- II. Buyer's/Tenant's Broker: A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent Buyer's Tenant's Broker: A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenan tonly, and not the Seller/Landlord, even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's Tenant's broker owes to the Buyer/Tenant the Iduciary duties described on page two (2). ²⁰ The broker must disclose to the Buyer material facts as defined in MN Statute 82:68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82:68, Subd. 3 does not apply to rental/lease transactions) if a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant he or she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him or her, except confidential information acquired in a facilitation relationship (see paragraph IV on page two (2)). In that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or salesperson.
- III. Dual Agency Broker Representing both Seller/Landlord and Buyer/Tenant: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This role limits the level of representation the broker and salesperson can provide, and prohibits them from acting exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.⁵⁰ 35. 36. 37. 38. 39. 40. 41. 42. 43. to the detriment of the other.(3
 - Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary duties described below. Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

. I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on

50. Page 2

- IV. Facilitator: A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but does not represent either in a fiduciary capacity as a Buyer's Finant's Broker, Seller's/Landlord's Broker or Dual Agent. THE FACILITATION BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OFTHE FIDUCIARY Agent. THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY DUTIES LISTED BELOW, EXCEPT CONFIDENTALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A WRITTEN FACILITATOR SERVICES AGREEMENT. The facilitator broker or salesperson owes the duty of confidentiality to the party but owes no other duty to the party except those duties required by law or contained in a written facilitator services agreement, if any, in the event a facilitator broker or salesperson overking with a Buyer/Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Sellers/Landiord's Broker (see paragraph 1 in page one (1)). In the event a facilitator broker or salesperson, working with a Seller/Landiord, accepts a showing of the property by a Buyer/Tenant being represented by the facilitator broker or salesperson must act as a Buyer's/Tenant's Broker (see paragraph III on page one (1)).
- This disclosure is required by law in any transaction involving property occupied or intended to be occupied by one to four families as their residence. 64.
- The fiduciary duties mentioned above are listed below and have the following meanings:
- The fiduciary duties mentioned above are listed below and have the following meanings: Logalty broker/salesperson will act only in client(s) best interest. Chedience broker/salesperson will carry out all client(s) flavativations. Disclosure broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge which might reasonably affect the client(s)' use and enjoyment of the property. Confidentially broker/salesperson will keep client(s)' confidences unless required by law to disclose specific information (such as disclosure of material facts to Buyers). Reasonable Care broker/salesperson will use reasonable care in performing duties as an agent. Accounting broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
- 70. 71. 72. 73.
- If Seller(s)/Landiord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landiord(s) may give up the opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to purchase/lease properties listed by the broker.
- NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
- w.corr.state.mn.us.

MN:AGCYDISC-2 (8/14)





Office Location

521 Charles Street

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Brainerd, MN 56401

Mailing Address

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