



OFFICE SITES FOR SALE

Bluestem Court, Baxter, MN 56425

C|C CLOSE CONVERSE
Commercial Real Estate | Business Brokerage

521 Charles Street, PO Box 327, Brainerd, MN 56401 | 218-828-3334 | www.closeconverse.com

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Office Sites.

Fairview Office Park is a thriving business park with a natural and park-like setting providing a pleasing environment for workers and clients alike. Purchase a buildable site for your office building or lease space with a build-to-suit option. Each site is shovel-ready giving you an incredible cost savings with both time and money. Driveways, parking and landscaping are already in place within this conservation office park, along with water/sewer, power and fiber to each site.



Address:	Bluestem Court, Baxter, MN 56425
Directions:	From the Baxter Hwy 210/371 intersection, West on Hwy 210 - Right at the access to the Fairview Service Drive (near The Baymont Hotel) - West on Fairview Road to Fairview Office Park located on the right
Office Park:	Fairview Office Park is a 4.4 acre project that will accommodate 8 buildings ranging from 3,500 to 10,000 square feet each.
Available Sites:	
Site 4:	5,000 sq. ft. Building Footprint
Site 6:	4,500 sq. ft. Building Footprint
Site 8:	4,500 sq. ft. Building Footprint
Note:	Contractors to be approved for all build-outs
Purchase Price:	
Site 4:	\$180,000
Site 6:	\$169,000
Site 8:	\$199,000
Build-to-Suit:	
Building Size:	5,000 sq. ft. (Lease 2,500 sq. ft. or 5,000 sq. ft.)
Lease Rate:	\$16.00/sq. ft. Triple Net
Space Delivery:	Vanilla Shell (See Page 9)

Continued on next page.

2023 Real Estate Taxes:

Site 4:	\$1,418 (Including \$363.24 in Assessments)
Site 6:	\$1,388 (Including \$363.24 in Assessments)
Site 8:	\$1,358 (Including \$338.24 in Assessments)

Water & Sewer: City

Power: To Each Site

High Speed Internet: Fiber to Each Site

Access: Fairview Road off of Hwy 210

Frontage: Along Hwy 210 & Fairview Road

Parking: Shared Paved Asphalt Parking

Landscaping: Completed landscaping is in place for the entire development

Zoning: OS - Office Service

PID#:

Site 4:	40070528
Site 6:	40070519
Site 8:	40070527

Legacy PID#:

Site 4:	036130090C0009
Site 6:	036160020010009
Site 8:	036130090G0009

Legal Description:

All Sites:	Common Element Parcels 036130010020009 036150010030009 & 0361300090J0009, Declaration Document #729834 Subj to Quiet Title Action per Doc # 779763. Fairview Office Park CIC #1088
Site 4:	Outlot C
Site 6:	Lot 1 Block 2
Site 8:	Outlot G

Fairview Office Park Occupants: Syvantis Technologies, Farm Bureau, Sarff Johnson Law, Ellie Family Services, Ameriprise Financial, Nextera, Realty Group and Aveanna Healthcare

Continued on next page.

Neighboring Businesses: Neighboring businesses include Cosmetic & Family Dentistry, Baymont Inn, Lake Region Christian School, Stepping Stones Child Care, Home Depot, Action Graphics, Midwest Machinery, Costco, Super Wal-Mart, McDonald's, Riverstone Professional Center, Northwoods Plaza, Dick's Sporting Goods, TJ Maxx, PetSmart, Ultra Beauty, Discount Tire, Cub Foods, Kohl's, Fleet Farm, plus numerous others

Signage:
Monument Sign: Fairview Office Park has a monument sign on Fairview Road. The double-sided sign has space for each tenant. Production cost for the high performance vinyl graphics will be \$350 for tenants.

Building Signs: Covenants for the Park allows hanging signs on each building. Production cost for tenants will be \$200.

Association: The park has association covenants - see agent for details

Conservation: Visit: <http://www.sylvantis.com/about/social-responsibility> for details.

Fairview Office Park Disclosure: (CIC documents are available - ask agent for a copy)
Fairview Office Park is a Planned Unit Development and organized under Minnesota law as Common Interest Community (CIC) No. 1088. Fairview Office Park Association, Inc., With a Board of Directors made up of unit owners, manage the affairs of the Planned Community, including appropriate rules for operations of the park.

In addition to the individual lots (units), there is common area consisting of parking areas, green space and bio-retention areas. Maintenance of the common areas is managed by the Association and the costs equitably shared by the unit owners. Maintenance includes such things as: grounds maintenance, snow plowing, insurance, utilities and landscaping.

Architectural restrictions are in place to maintain the integrity of the Office Park and its low impact development focus. Improvements to any of the building lots will be subject to review and approval by the architectural control committee to ensure harmony with the "Arts and Crafts" style.

Site Plan



Note: These Sites are building pads in a planned unit development with shared parking and green space. For comparison, a 5,000 square foot building needs a lot of approx. 25,000 square feet in size.



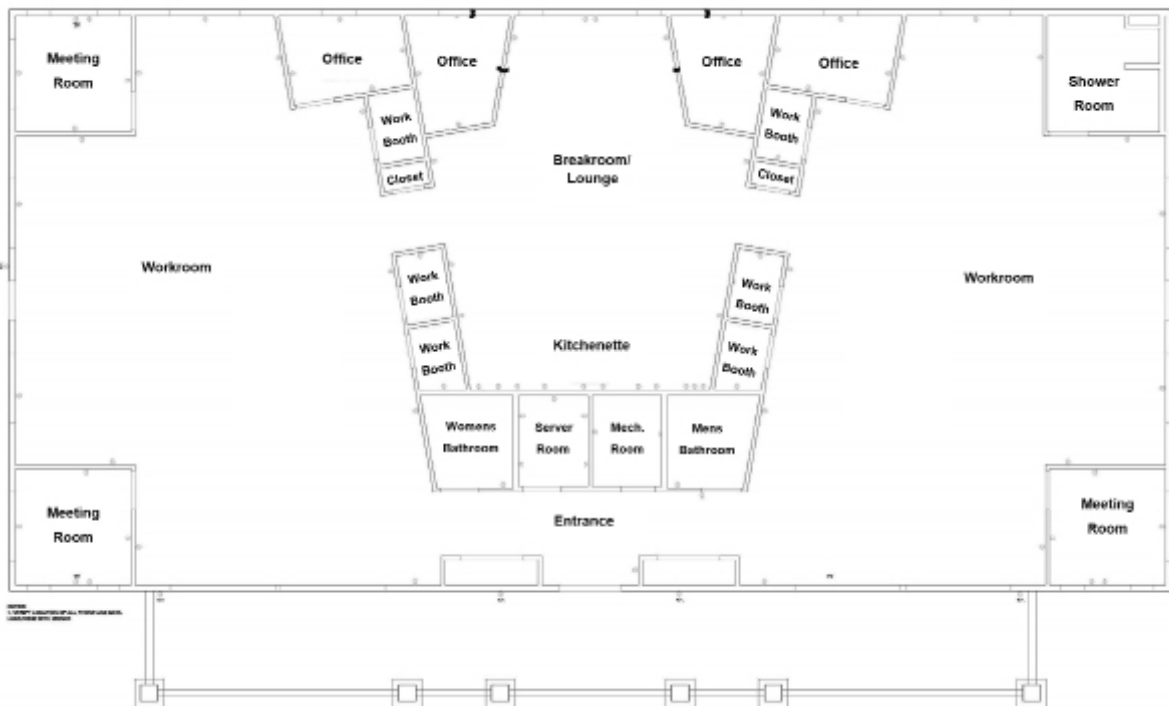
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Build-to-Suit Concept



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Vanilla Shell

Vanilla Shell Space Condition

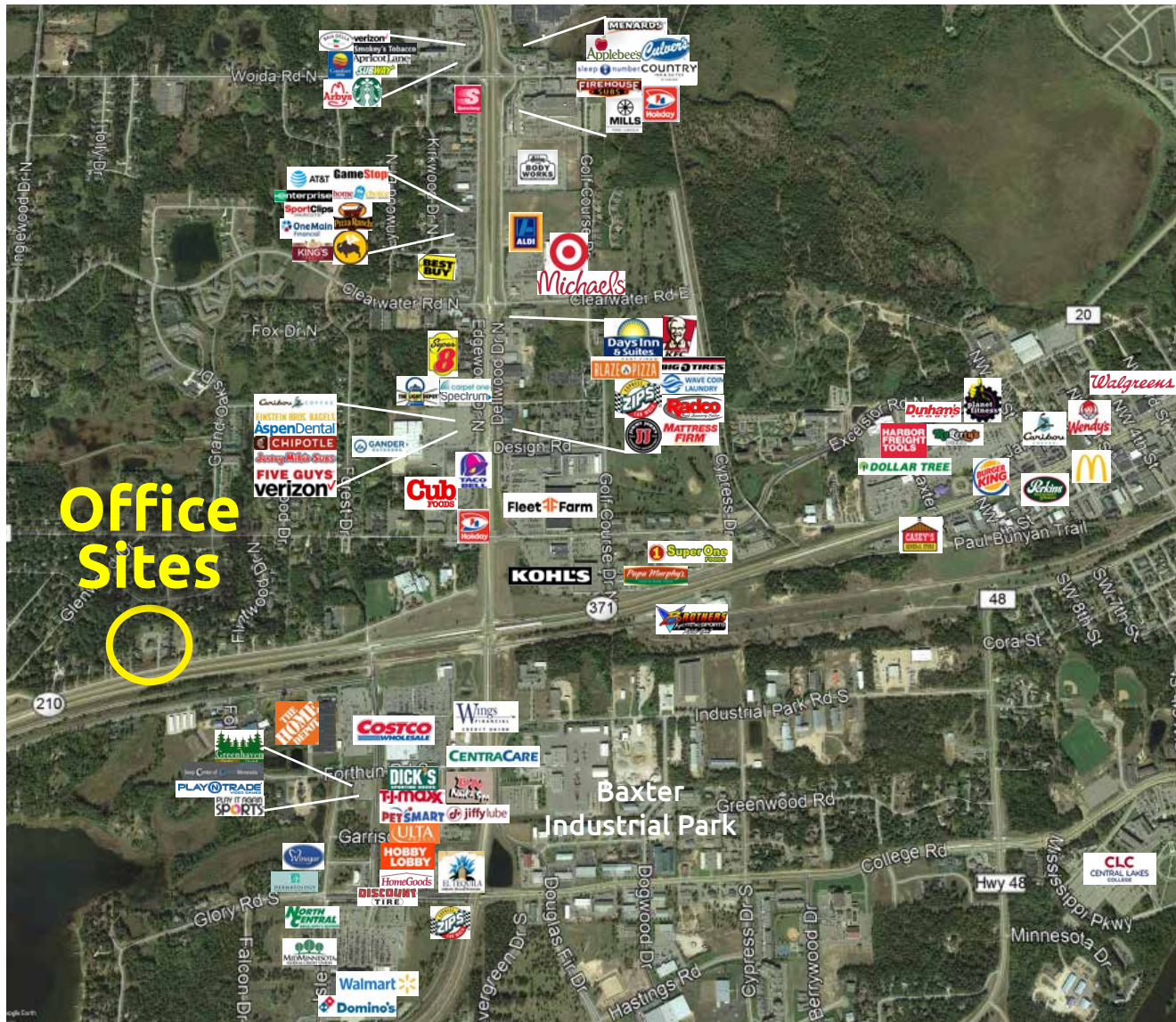
- Office front with 3' x 7' door
- Rear door per code
- Perimeter walls sheet rocked, taped, sanded and ready for paint
- Cement floor ready for floor covering
- HVAC unit in place – no duct work
- 200 amp single-phase electrical service to the space
- Wiring for sign in front of space, wiring for exit signs required by code

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Aerial Photo



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Section Aerial



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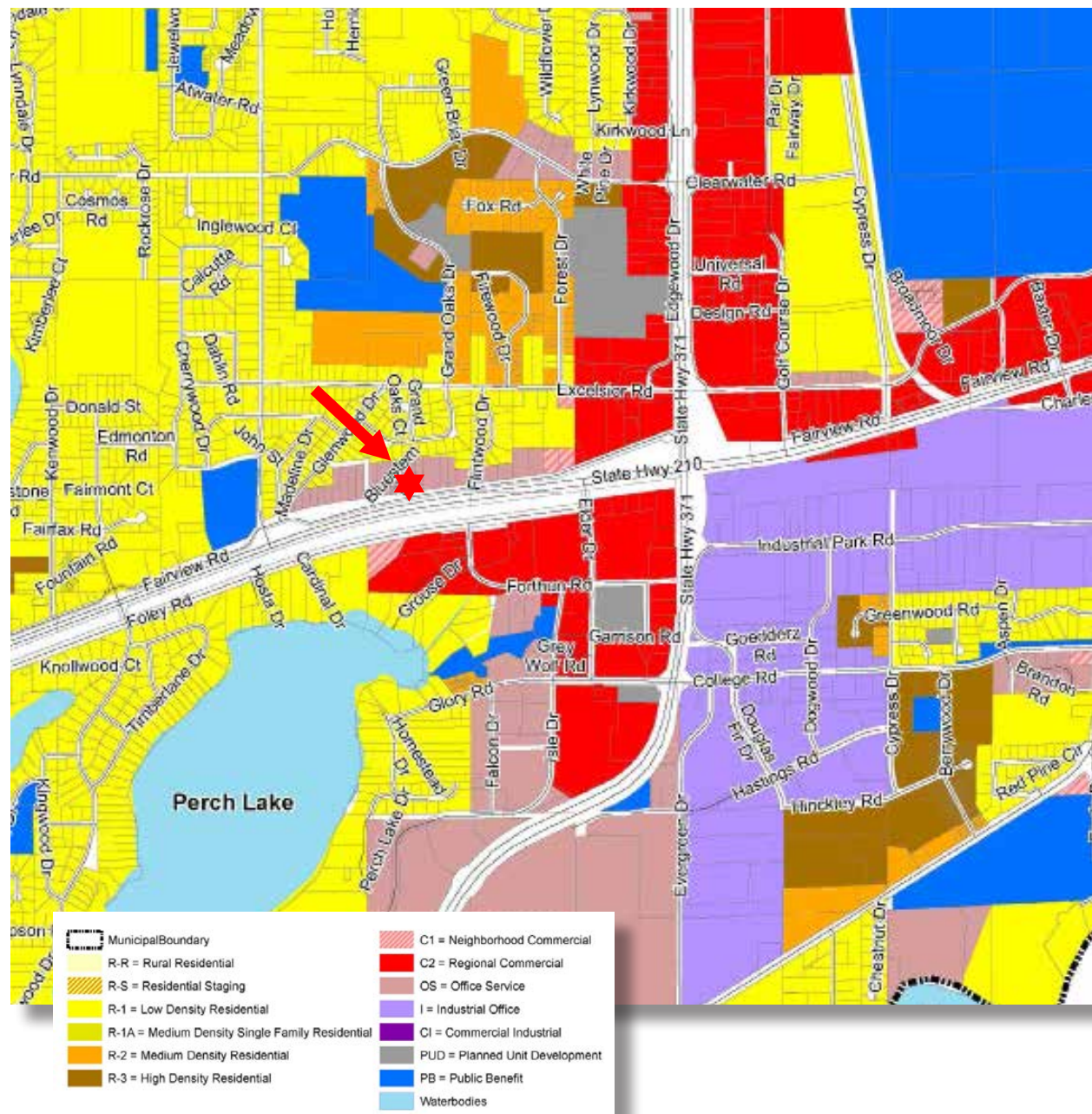
Section Map



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Zoning Map

OS - Office Service



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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 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.

Continued on next page.

Zoning Description

D. Off street loading space in compliance with section 10-5-3, "Loading Spaces", of this title.

E. All signing and informational or visual communication devices shall be in compliance with section 10-5-1, "Signs", of this title.

F. The structure and operation shall be in compliance with state of Minnesota department of human services regulations and shall be licensed accordingly.

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.

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)

Continued on next page.

Zoning Description

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:

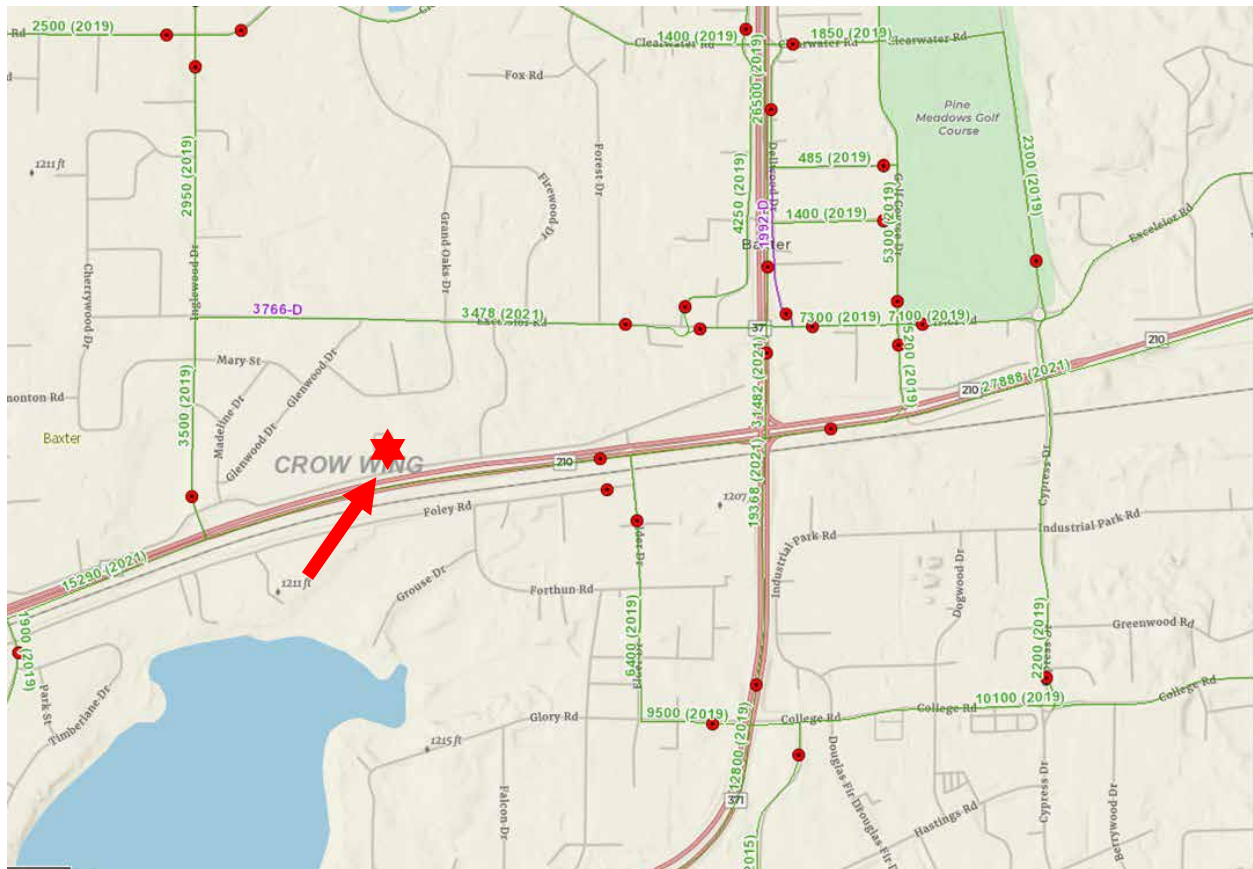
A. Area Requirements: The following requirements shall be met in the OS District. New development shall only be allowed when a full range of Municipal services and facilities are available to serve the site. Properties may be subject to special requirements as noted in article L, "SL Shore Land Overlay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

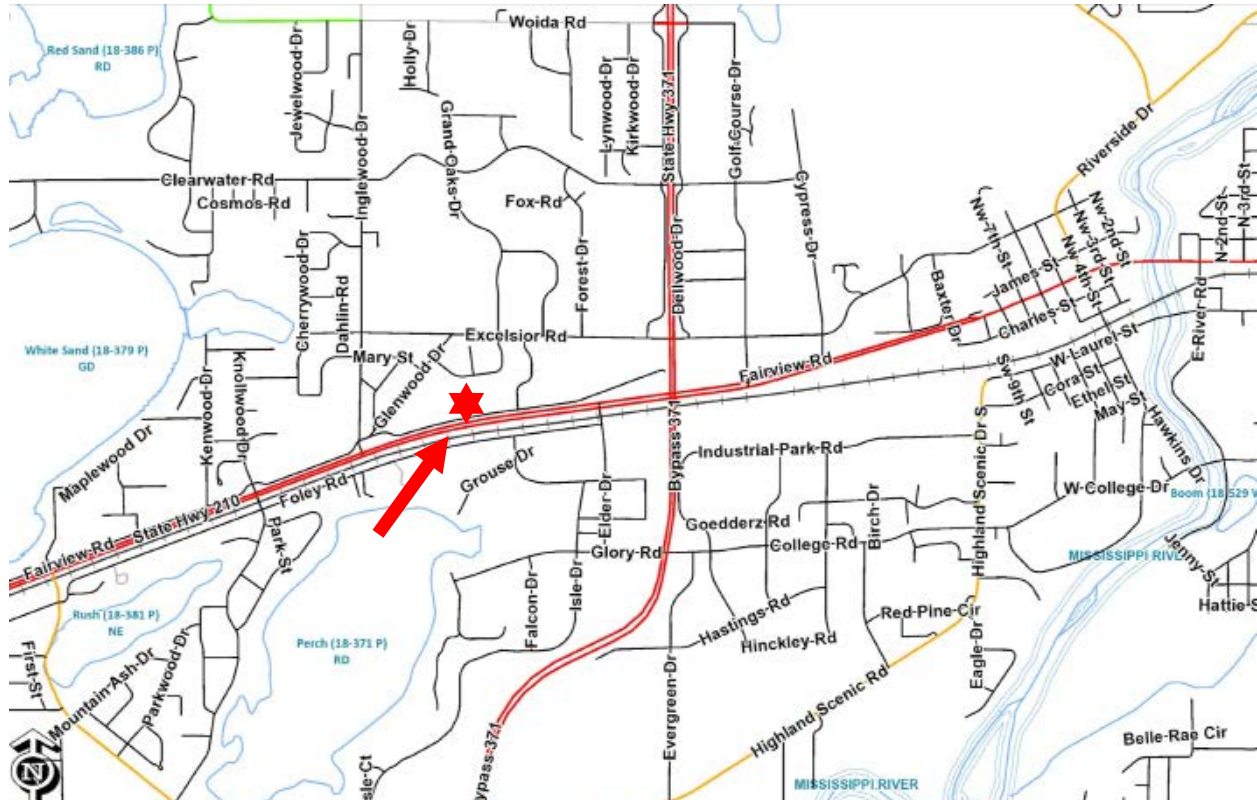
B. Fence, Screen Required: Wherever a Business District abuts or is across the street from an R District, a fence or compact evergreen screen is required pursuant to section 10-4-8, "Screening/Landscaping/Fencing", of this title. (Ord. 2013-20, 11-19-2013)

Traffic Counts: 15,290 (2021) - 27,888 (2021) on Hwy 210 and 19,368 (2021) - 31,482 (2021) on Hwy 371



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Location Map



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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+
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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:

\$1,124,967,000

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

Leading Employers Cont.:

Landis + Gyr
Northstar Plating
Nortech Systems
Lindar
Avantech
Reichert Bus
Lexington
Growth Zone
CTC
Stern Companies
BTD
MNDOT
MNDNR
TDS
Graphic Packaging
Crow Wing Power

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:
Birch Bay
Boyd Lodge
Breezy Point Resort
Craguns
Fritz's Resort
Grand View Lodge
Gull Lake Resort
Kavanaugh's
Lost Lake Lodge
Maddens
Manhattan 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 Tequila
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
Starbucks (3)
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

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Bluestem Court, Baxter, MN 56425

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.

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Agency Disclosure

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

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

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

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

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

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. 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
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

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

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽⁴⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initials) (initials)
49. page two. (2)

50. Page 2

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

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

65. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:

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

74. ⁽³⁾ If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
77. purchase/lease properties listed by the broker.

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

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Close Converse: The above information has been obtained from the property owner or other sources that we deem reliable, however, neither the owner nor Close Converse guarantees the accuracy of such information. No part of this information may be reproduced, adapted, or transmitted without the prior written consent of Close Converse.

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