

RESIDENTIAL DEVELOPMENT LAND

Forestview Drive, Baxter, MN 56425



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Features

Development Opportunity.

Excellent residential development opportunity in Baxter, near the Hwy 371 and CR 48 intersection. Concept plan available, with room for 14 large-lot single family parcels, 41 small-lot single family parcels, 24 townhomes and 3 multi-family or senior housing buildings for 150. This nicely forested acreage provides easy access to the Paul Bunyan Trail all while being close to schools,



churches, shopping, dining, entertainment and recreation.

Address: Forestview Drive, Baxter, MN 56425

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

East on Highland Scenic Drive - South on Forestview Drive - Property is located between Fuschia Drive and Hwy 371

Lot Size: 34.5 Acres (1,361,860 sq. ft.)

Frontage: Approx. 1,354' on Hwy 371, 72' on Forestview Drive, 193' on

Fuschia Drive and 550' on Lake O Lakes Road

Access: Forestview Drive and Land O Lakes Road (off of Forestview Dr)

Purchase Price: \$475,000

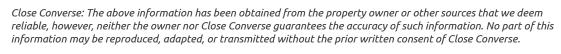
2021 Real Estate Taxes: \$5,122 (Including \$3,197.42 in Special Assessments)

Seller to pay off current special assessment balance

Water & Sewer: City Sewer & Water is along the North edge of the property, in

Land O Lakes Road

Continued on next page.





Features

Available Utilities: Natural Gas, Electric, Phone & Internet

Zoning: Currently R1 - Low Density Residential, to be Re-Zoned to

R3 - High Density Residential

Topography: Generally Level

PID#: 40180642

Legacy PID#: 010183304A00009

Legal Description: Outlot B First Addition to Forestview Drive Trail

Neighboring Businesses: Nearby businesses include Crow Wing Recycling, Cygneture Title,

Mandt Reiss Haglin, Lastovich Law, Baxter Essentia Clinic, Lakes

Area Surgery Center, Nystrom & Associates, McDermott

Orthodontics, Crosby Regional Medical Center, Minneapolis Heart, Riverstone Professional Center, Wal-Mart, MMFCU, El Tequila, Discount Tire, Northwoods Plaza, Ulta, PetSmart, TJ Maxx, Dicks Sporting Goods, Costco, Home Depot, CentraCare, Avantech, Lindar Corporation, Tee Hive, Norson, plus numerous other Baxter Industrial Park businesses, along with numerous other

offices and retailers.

Residential Neighbors: Located close to a future Knute Nelson development, Gracewin

Living, Aspen Ridge Townhomes, Cypress Court Apartments, Berrywood Apartments, Pine Hills Park, Highland Scenic Apartments, several duplexes and single family homes, plus Forestview Middle School, Baxter Elementary School, Central Lakes College, Lakes Area Christian Church, United Pentecostal Church, Heritage Assemblies of God Church, and Pointway Church.



Concept Plan





Aerial Photo





Aerial Photo

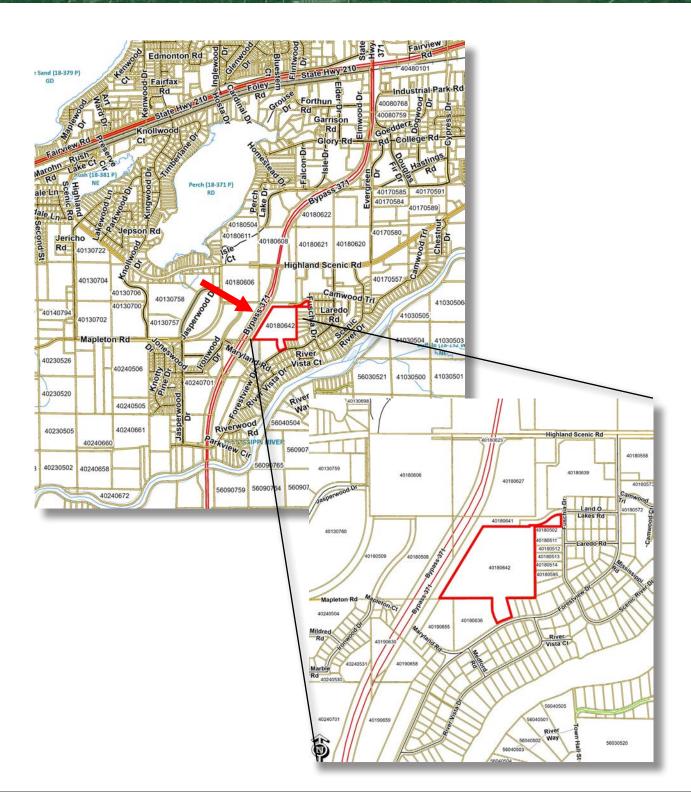






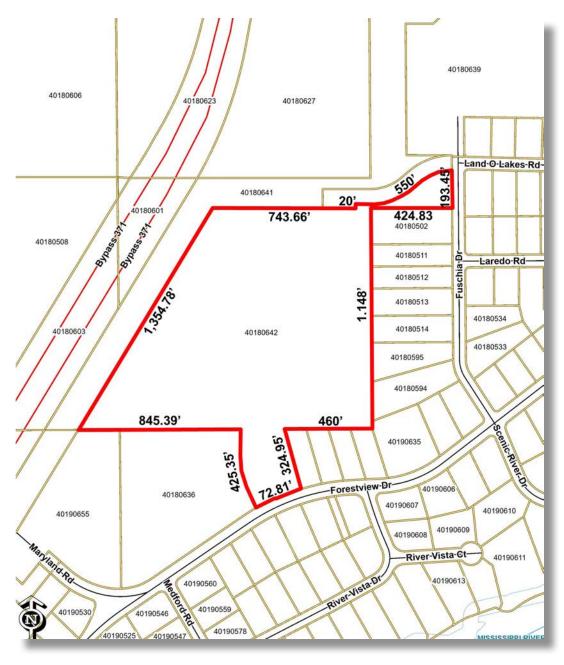


Section Map





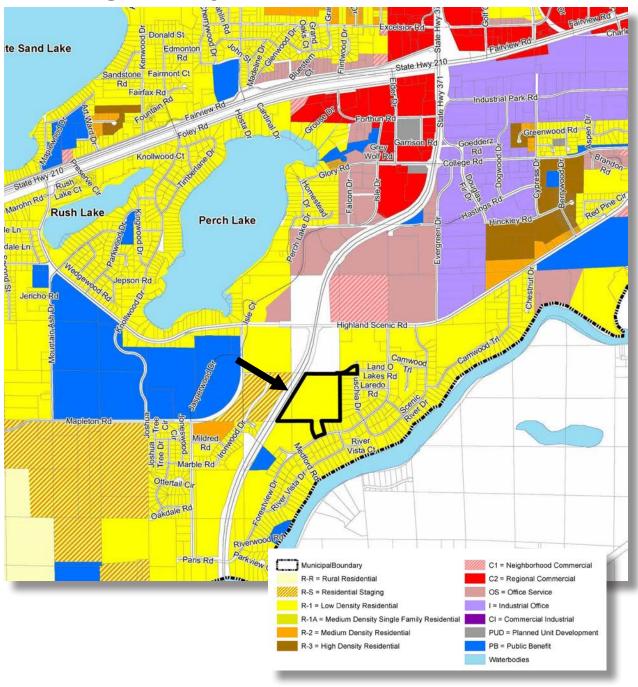
Section Map - Dimensions



***Note:** Dimensions are estimated from the CWC GIS mapping site and should be verified.



Currently R1 - Low Density Residential to be Re-Zoned to R3 - High Density Residential





Zoning Description

ARTICLE C. R-3 HIGH DENSITY RESIDENTIAL DISTRICT

10-3E-1: PERMITTED USES:

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

Essential services.

Public parks and similar uses.

Two-family dwelling.

Up to four-family dwelling or townhouses.

Up to fifty-family dwelling. (Ord. 2013-25, 12-17-2013)

10-3E-2: ACCESSORY USES:

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

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

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

Domestic animal keeping for noncommercial purposes in compliance with section 10-5-10, "Animals", of this title. Home occupations pursuant to title 3, chapter 9 of this code.

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

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

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

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

10-3E-3: CONDITIONAL USES:

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

- A. Accessory structures shall be a minimum of fifty feet (50') from any lot line.
- B. The principal structure for any of the above listed uses shall be one hundred feet (100') or more from any abutting lot in an R district.
- C. When abutting a residential use or district, the property shall be screened and landscaped in accordance with section 10-4-8, "Screening/Landscaping/Fencing", of this title.

Daycare facility accessory to a multi-family dwelling, serving thirteen (13) to sixteen (16) individuals, licensed by the state.

Essential service structures.

A. No building shall be located within fifty feet (50') of any lot line of an abutting lot in an R district. Manufactured home parks pursuant to section 12-1-10, "Manufactured Homes And Recreational Vehicles", of this Code.

A. The use on land that is at least ten (10) acres, excluding roads.

Religious institutions.

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

Relocation of a previously occupied house within the City pursuant to subsection 10-1-3D7, "Moving Or Relocating Buildings", of this title and complies with conditions in the "Baxter House Moving Policy Manual" as may be amended. Residential care facilities accessory to a multi-family dwelling, serving seven (7) to sixteen (16) individuals, licensed by the State.

Rest homes or nursing homes.

- A. When directly abutting an R-1 or R-2 District, the building setbacks from those property lines shall be an additional ten feet (10') for every story or fifteen feet (15') in building height.
- B. All parking (driveways, aisles, etc.) shall be at least twenty feet (20') set back from those property lines.
- C. An off street rider drop off and pick up drive is required.

Continued on next page.



Zoning Description

School.

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

110-3E-4: INTERIM USES:

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. 2013-25, 12-17-2013)

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

A. Area Requirements: The following requirements shall be met in the R-3 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 & Water

Minimum lot size 25,000 square feet (Without Public Sewer And Water: Lot of record pursuant to subsection

9-5-3B of this code, provided it complies with subsection 10-1-3D8c, "Nonconforming Lots", of this title)

Minimum lot width 100 feet interior; 120 feet corner

Minimum principal building setbacks:

Front yard 40 feet

Side yard 10 feet interior; 40 feet abutting corner

Rear yard 30 feet Minimum accessory structure setbacks:

Front yard 40 feet

Side yard 10 feet interior; 40 feet abutting corner

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

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

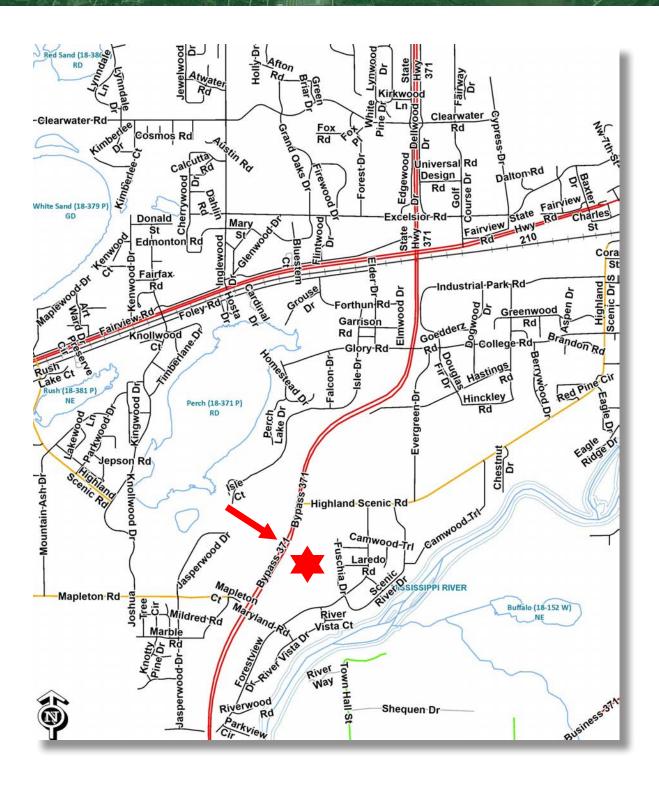


2019 Counts from MNDOT Traffic Counts

Traffic Counts: 12,300 - 12,800 on Hwy 371 and 5,100 on CR 48



Location Map





Demographics Figures from STDB, CCIM

Trade Area 2020 Population (Includes the following counties):

Crow Wing County 68,324 Cass County 32,281 Total Trade Area Population 100,605

2020 Population: Baxter 8,585 Brainerd 31,764

Estimated Summer Population: Brainerd/Baxter 200,000+

Projected Population Growth Change 2020-2025:

0.79% Crow Wing County Baxter 1.05%

Households in 2020: 28,487 Crow Wing County 3,288

Baxter

2020 Median Household Income: Crow Wing County \$53,081 \$59,796

Baxter

Crow Wing County Retail Sales in 2012:

Leading Employers in Crow Wing County in 2019:

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

Rutterger 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

Continued on next page.

Leading Employers Cont.:

Landis + Gyr Northstar Plating

\$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 Bav Boyd 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

Jiffy Lube

Kohl's Menards

Office Max

Major Retailers Continued:

Planet Fitness

Sears Hometown

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

Bar Harbor

Baxter's

Billy's

Black Bear Lodge & Saloon

Boulder Tap House

Breezy Point Marina Brick House Pizza

Buffalo Wild Wings

Burger King Burritos California

Caribou Coffee (4)

Char

Cherry Berry China Buffet

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)

Dough Bros.

Einstein Bagel

Restaurants/Fast Food Continued:

El Teguila

Ernie's

Firehouse Subs

Five Guvs

Four Seas

Grizzly's Grill & Saloon

Hardee's

Hunt 'N Shack

Jack's House

Jersey Mike's

Jimmy John's 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

Prairie Bay

Rafferty's Pizza (4)

Riverside Inn

Ruttger's

Sakura

Sawmill Inn

Senor Patron

Sherwood Forest

Slice on Oak

Starbucks (3)

Subway (4)

Sunshine's Summer House Taco Bell

Taco John's

The Barn

The Commander

The Pines at Grandview

The Woods Timberjack

Wendy's (2)

Ye Ole Wharf Zorbaz (2)

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information may be reproduced, adapted, or transmitted without the prior written consent of Close Converse.



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. 13.

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.

(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.

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/Tenant only, and not the Seller/Landdor. A leven if he or she is being paid in whole or in part by the Seller/Landdor. A Buyers/Tenant's broker owes to the Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts as defined in MN Statute 82.68, Subd. 3. does not apply to retailleastly affect the Buyer's or enjoyment of the property. (MN Statute 82.68, Subd. 3. does not apply to rentalleast transactions.) If a broker or salesperson working with a Seller/Landdord as a customer is representing the Buyer/Tenant, he or sem must act in the Buyer's Tenant's best interest and must let the Buyer/Tenant any 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 Seller/Landdord will not be represented and will not receive advice and counsel from the broker or salesperson. II. Buyer's/Tenant's Broker: A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent

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 Seler/Landlord and the Buyer/Tenant. This role limits the level of representation the broker and salesperson can provide, and prohibits them from acting 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 kept to disclose specific information about him or her. Other information will be kept and advocate for one party to the detriment of the other. 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.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd. 46. 47. 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 FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY Agent. THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, 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 Seller/SLandiord's Broker (see paragraph 1 to n 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. Obscilence 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). Beasonable 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)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(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

vw.corr.state.mn.us.

MN:AGCYDISC-2 (8/14)





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