

### **ACREAGE & POLE BUILDING**

20163 E Tranquility Drive, Brainerd, MN 56401



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### Features

# Acreage & Pole Building.

Nestled in a tranquil setting, this 16-acre property offers endless possibilities. Whether it's starting a small farm, creating a private oasis, or simply enjoying the serenity of nature. One particular highlight is the versatile pole building that encompasses both



practicality and leisure. The spacious shop section provides ample room to house your equipment and tools, while the high ceilings and overhead door make it suitable for storing large items such as boats, RVs, or tractors. Adjacent to the shop area, the rec room is the perfect retreat for relaxation and entertainment.

Address:	20163 E Tranquility Drive, Brainerd, MN 56401
Directions:	From Brainerd - North on County Road 3 (Mill Avenue) - East on Executive Acres Road - North on E Tranquility Drive to the address 20163
Lot Size:	16.2 Acres (705,672 sq. ft.)
Lot Dimensions:	Арргох. 1,138.26' x 411.56' x 671.38' x 1,338.28' x 22.66'
Building Size: Shop: Rec Room: Overhead Storage:	2,048 sq. ft. Footprint (32' x 64') 1,408 sq. ft. (32' x 44') 640 sq. ft. (31' x 20') 736 sq. ft. (32' x 23')
Purchase Price:	\$299,500
2023 Real Estate Taxes:	\$462
Water:	None
Sewer:	None
	Continued on next page.

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### Features

Heating:	Rec Room: Propane MiniSplit Heater
Cooling:	Rec Room: Electric MiniSplit
Electric:	200 Amp, Single Phase
Lighting:	Fluorescent
Internet/Phone:	CTC
Year Built:	2019
Construction:	Pole Building
Roof:	Steel
Exterior:	Steel
Ceiling Height:	Rec Room: 8' Shop: 16'
Overhead Doors:	1 (12' W x 10' H)
Parking:	Gravel Parking Area
Frontage:	E Tranquility Drive
Zoning:	Rural Residential 2.5 & Rural Residential 5
PID#:	99120655
Legacy PID#:	97001430000009
Neighboring Businesses:	Nearby businesses include 218 Real Estate, Spring Creek Auto Repair, Hwy 3 Marine, B-Merri, and 2 The Grid Motorsports, plus others.

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## Legal Description

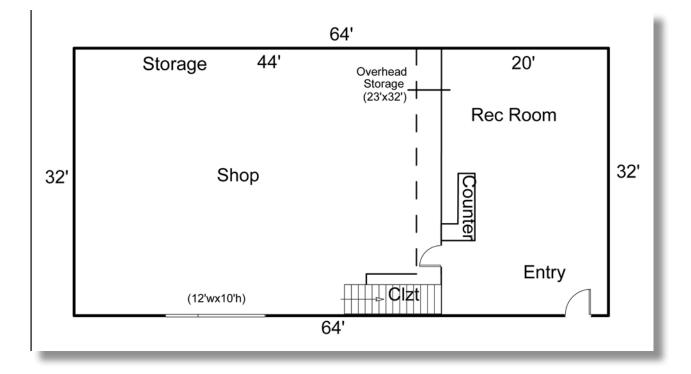
Pt of NW 1/4 of NE 1/4 Sec 12 Twp 134 Rng 28 & pt of SE 1/4 of SE 1/4 & pt of SW 1/4 of SE 1/4 of Sec 1 Twp 134 Rng 28 desc as fol comm at NW cor of Lot 1 Executive Acres W line of sd lot one bears S 03D 02' 00" E then S 72D 35' 45" alg S'ly ROW line of Executive Acres Rd Nelson's River Woods 92.03 ft then S 73D 01' 54" W alg sd ROW 428.1 ft then W'ly alg sd ROW 339.73 ft alg a tang curve concave to NE rad 353 ft & C/A of 55D 08' 31" then N 51D 49' 35" W alg sd ROW tang to sd curve 180.3 ft then W'ly 139.3 ft alg tang curve concave to S rad 212 ft C/A of 37D 38' 52" alg sd ROW to point referred to as point A then cont W'ly 124.03 ft alg sd 212 ft rad curve concave to S C/A of 33D 31' 15" then S 57D 00' 18" tang to last desc curve 72.47 ft alg sd ROW then S 50D 38' 06" W 395.65 alg sd ROW to point referred to as point B then rev N 50D 38' 06" E 395.65 then N 57D 00' 18" E 72.47 ft then E'ly 124.03 ft alg a tang curve concave to S rad 212 ft C/A 33D 31' 15" to sd point A then N 01D 00' 34" W 601.77 ft then N 26D 28' 37" W 108.53 ft then S 54D 00' 57" W 1138.26 ft to line which bears N 70D 10' 44" W from sd point B then N 70D 10' 44" W 411.56 to W line of NW 1/4 of NE 1/4 then N 02D 10' 40" W 386.42 alg sd W line of NWNE to NW cor of sd NWNE then N 02D 26' 44" W 384.96 ft alg W line of sd SW 1/4 of SE 1/4 to line that bears N 79D 46' 43" W from POB then S 79D 46' 43" E 1360.94 ft to POB tog/w esmnt of rec.

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# Floor Plan



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### Photos



Pole Building



Drive-In Door



Shop Space



Pole Building



Shop Space



Shop Space

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### Photos



**Overhead Storage** 



**Overhead Storage** 



Rec Room



Overhead Storage



Rec Room



Rec Room

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# Aerial Photo



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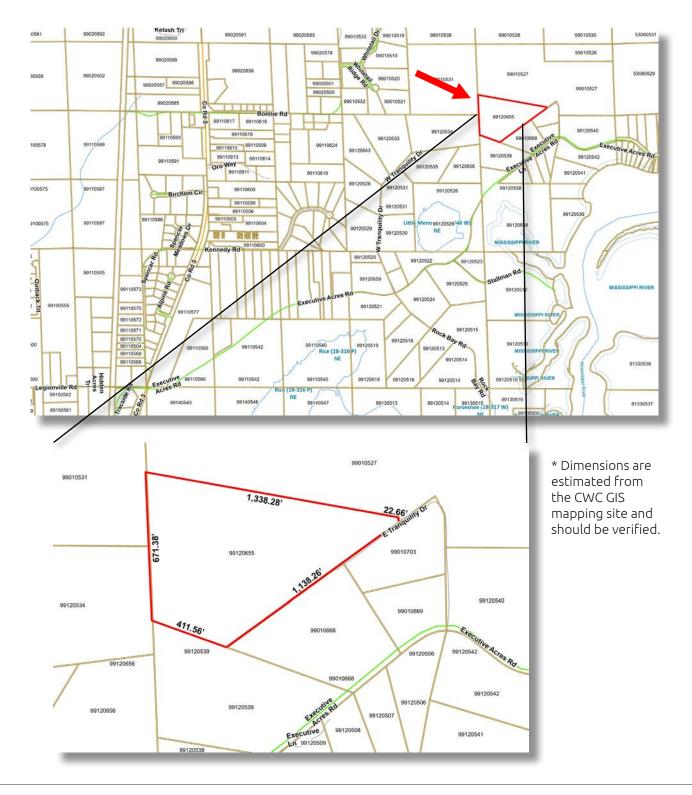
# **Section Aerial**



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# Section Map

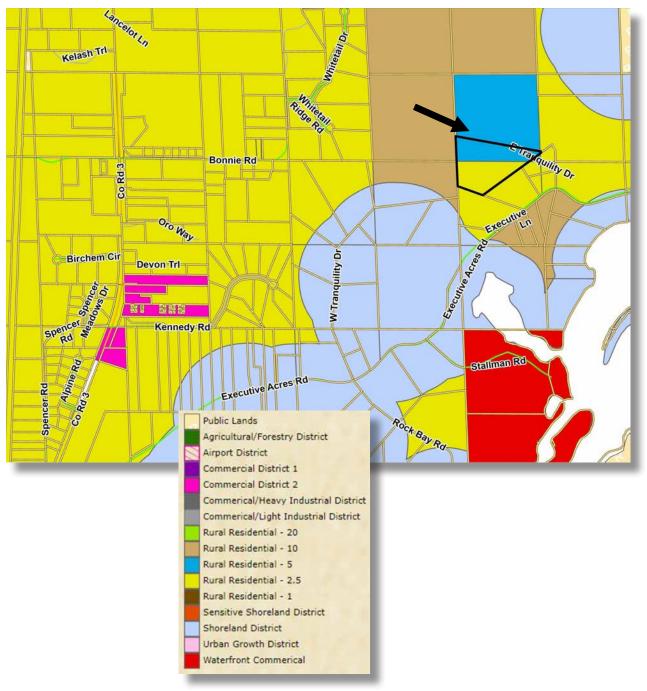


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# Zoning Map

### **Rural Residential 2.5 & Rural Residential 5**





# **Zoning Description**

# RR 5 ACRE and RR 2.5 ACRE RURAL RESIDENTIAL DISTRICT STANDARDS

#### PURPOSE

The purpose of the Rural Residential Districts is to establish a district that meets the expressed needs of townships to offer a rural residential development that allows various estate-sized lots. The Rural Residential District is created to implement the following policy and strategy of the Crow Wing County Comprehensive Plan:

A. Housing and Residential Development Policy, Strategy 2. Update the existing residential ordinances and subdivision regulations to reflect current growth conditions and development trends and landowner's needs.

#### **RR 5 ACRE AND RR 2.5 ACRE DEFINED**

This Ordinance establishes two Rural Residential zoning districts in Crow Wing County, RR 5 Acre and RR 2.5 Acre. RR 5 Acre Rural Residential Districts allow a minimum lot size of five acres, and RR 2.5 Acre Rural Residential Districts allow a minimum lot size of two and one-half acres.

#### PERMITTED, CONDITIONAL AND ACCESSORY USES

The land use classification list in Article 10.8 lists permitted, conditional and accessory uses allowed in Rural Residential Districts. Any use that is not listed as permitted, conditional or accessory for this district or is not determined by the Planning Commission to be a use similar to an allowed use in this district shall be prohibited.

#### ADDITIONAL REQUIREMENTS

Uses and structures in this District shall comply with all applicable provisions of this Zoning Ordinance, and provisions of the Crow Wing County Subdivision Ordinance and the Crow Wing County Mississippi Head-waters Ordinance. In the case that more than one provision applies, the most restrictive provisions shall apply.

#### DENSITY AND DIMENSIONAL STANDARDS

All structures and uses in the Rural Residential District shall meet the following density and dimensional requirements:

A. Minimum lot area:

i. RR 5 ACRE: The minimum lot area in a RR 5 Acre Rural Residential District shall be five (5) acres ii. RR 2.5 ACRE: The minimum lot area in a RR 2.5 Acre Rural Residential District shall be two and one-half (2.5) acres

B. Minimum lot width:

i. RR 5 ACRE: The minimum lot width in a RR 5 Acre Rural Residential District shall be three hundred (300) feet

ii. RR 2.5 ACRE: The minimum lot width in a RR 2.5 Acre Rural Residential District shall be one hundred sixty-five (165) feet

C. Lot line setbacks:

i. Dwellings:

Continued on next page.



# **Zoning Description**

a. Side yard setbacks: Ten (10) feet

b. Front and rear yard: Thirty-five (35) feet

ii. Accessory buildings: Ten (10) feet

D. Road ROW Setbacks: Structures shall be set back from road rights-of-way lines a minimum of thirty-five (35) feet.

i. Lot fronting on two roads. Where a lot is located at the intersection of two or more roads or highways, there shall be a front yard setback on each road or highway side of each corner lot.

E. Accessory buildings. No accessory building shall project beyond the front yard of either road.

F. Maximum impervious surface coverage: The maximum impervious surface coverage for any lot shall be fifteen (15) percent.

G. Minimum setbacks from shoreline. Structures and on-site sewage treatment systems shall meet the setback standards in Article 11.7 of this Ordinance.

H. Minimum setback from wetlands: Structures shall be setback sixteen and one-half (16 ½) feet from the edge of a wetland. The use of WCA exemption to meet this setback requirement is prohibited.

I. Building Height. All structures in residential districts, except churches and nonresidential agricultural structures must not exceed thirty-five (35) feet in height.

J. Building Overhang. All setbacks shall be measured to the vertical side of the structure. No part of the structure, such as eaves, can overhang or reduce such setback by more than three (3) feet.

#### **CLUSTER SUBDIVISIONS**

Cluster subdivisions are allowed in the Rural Residential Districts. If a landowner chooses to develop a cluster subdivision in a Rural Residential District, all of the following provisions shall be met.

A. Application and review. Cluster subdivisions shall follow the same application and review procedures as a major subdivision as provided in the Crow Wing County Subdivision Ordinance.

B. Shoreland areas. Cluster subdivisions are prohibited in shoreland areas. (Planned Unit Developments meeting the provisions of Article 33 may be allowed in shoreland areas.)

C. Density and dimensional standards.

i. Density bonus. A density bonus may be provided over the base density allowed in non-cluster development for cluster developments (1 dwelling per 5 acres in RR 5 Acre District and 1 dwelling per 2.5 acres in RR 2.5 Acre District) according to the following:

a. Open space. A twenty-five (25) percent density bonus if at least fifty (50) percent of the lot area is reserved as open space. Open space ownership and maintenance provisions shall be established prior to approval of any cluster subdivision. Open space may be designated for agricultural or forestry operations, or as common open space for the benefit of the subdivision, or as public open space.

b. Shared septic and wells. A five (5) percent density bonus if shared sewage treatment systems, meeting the standards of the State and County, are installed.

ii. Other dimensional standards. Setbacks shall be as specified in Article 14.5, above, except that interior lot line setbacks may be reduced.

D. Design standards. The following standards shall be met for minor cluster developments:

i. Separation requirement. Cluster subdivisions shall be separated by a minimum of twelve hundred (1,200) feet of open space.

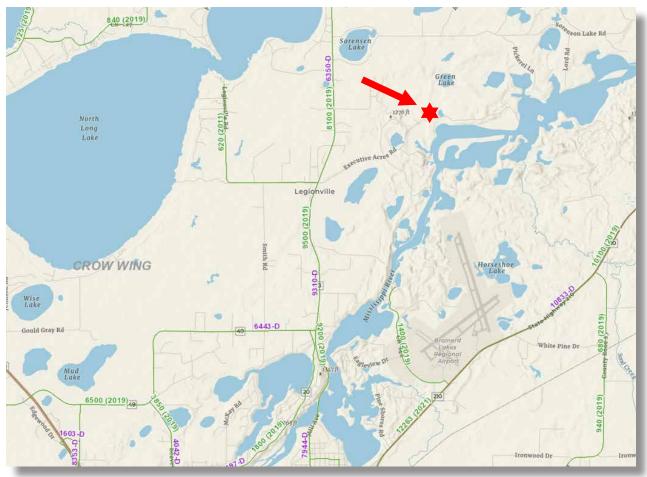
ii. Roads. Lots shall not be "lined up" abutting a county or township road. Shared driveways shall be required. Any cluster subdivision with a total of four lots or more must include an interior or frontage road from which all lots take access.

iii. Buffers. A buffer strip of at least one hundred (100) feet shall separate every residential lot from land used for agriculture or forestry.





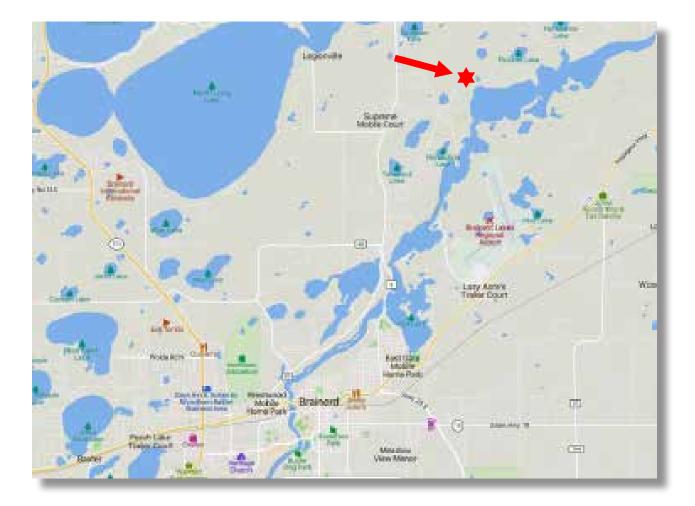
#### Traffic Counts: 8,100 (2019) on County Road 3



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# Location Map



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### Demographics Figures from STDB, CCIM

Trade Area 2022 Population (Incl	<b>udes the following counties):</b> Crow Wing County Cass County Total Trade Area Population	66,474 29,904 96,378
2022 Population:	Baxter Brainerd	8,621 31,366
Estimated Summer Population:	Brainerd/Baxter	200,000+
Projected Population Growth Cha	ange 2022-2027: Crow Wing County Brainerd	0.29% 0.25%
Households in 2022:	Crow Wing County Brainerd	28,100 12,964
2022 Median Household Income:	Crow Wing County Brainerd	\$65,588 \$62,249
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 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.

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### 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 Lodae **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 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



### 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 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/lenant 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. 9. 10. 11. THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION. 12. 13. (Signature (Signature (Date) 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).<sup>(2)</sup> 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 paply to rental/least 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' app 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 coursel from the broker or calespectre. 15 16 17 18 19 20 21 22. from the broker or salesperson 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/Landlord, even if the or she is being paid in whole or in part by the Seller/Landlord. Buyer/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> 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/Tenant the fiduciary duties described on page two (2).<sup>(2)</sup> The broker must disclose to the Buyer material facts as defined in MN Statute 82.68, Subd. 3 does not apply to rentailease 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/Tenant's best interest and must tell 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/Landlord will not be represented and will not receive advice and counsel 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 26 27 28 29 30 31 32 33 34 satesperson. 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 keyt 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.<sup>9</sup> 35. 36. 37. 38. 39. 40. 41. 42. 43. to the detriment of the other.<sup>13</sup> Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary duties described below.<sup>(2)</sup> Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd. 44 45 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.) 46. 48. . I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on 49 page two. (2) 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 fluciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual Agent. THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY 51 52 53 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 working with a Buyer' Tenant shows a property listed by the lacilitator broker or salesperson, then the facilitator broker or salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented by the facilitator broker or salesperson, must act as a Buyer's/Tenants Broker (see paragraph 10 m page one (1)). 54 55 56 57 58 59. 60. 61. 62. 63. 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: 65. The fiduciary duties mentioned above are listed below and have the following meanings: Logalty - broker/salesperson will act only in clent(s) best interest. <u>Obscience</u> - broker/salesperson will act only in clent(s) and therest. <u>Confidentially</u> - broker/salesperson will decode to clent(s) all material facts of which broker/salesperson has knowledge which might reasonably affect the client(s) was and enjoyment of the property. <u>Confidentially</u> - broker/salesperson will key clent(s) confidences unless required by law to disclose specific information (such as disclosure of material facts to Buyers). <u>Reasonable Cara</u> - broker/salesperson will key reasonable care in performing duties as an agent. <u>Accounting</u> - broker/salesperson will account to client(s) for all client(s) money and property received as agent. 66 67. 69 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. 74. 75. 76. 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 78. 79

w.corr.state.mn.us.

MN:AGCYDISC-2 (8/14)

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### Contact

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