

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-98

By-law to enter into a contract with Royal Lepage Binder Real Estate for real estate services for the sale of Town-owned surplus real property

WHEREAS the Municipal Act 2001, S.O., 2001, c. 25 authorizes Council to enter into agreements;

AND WHEREAS the Council of the Town of Amherstburg passed a resolution on December 11th, 2017 accepting the proposal from Royal Lepage Binder Real Estate for the provision of real estate services for the sale of Town-owned surplus land;

AND WHEREAS the Council of the Town of Amherstburg deems it expedient to enter into a contract with Royal Lepage Binder Real Estate for a term of January 1, 2018 to December 31, 2019;

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts the follows:

1. THAT the Mayor and Clerk be authorized to sign the contract on behalf of the Corporation of the Town of Amherstburg; and,
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 11th day of December, 2017.



MAYOR – ALDO DICARLO



CLERK – PAULA PARKER

The Corporation of the
Town of Amherstburg, Ontario



CONTRACT

MLS REAL ESTATE SERVICES FOR THE SALE OF SURPLUS TOWN-OWNED PROPERTY PP-PS-2017-19

CERTIFICATE OF INSURANCE (THIS IS NOT AN INVOICE)

Professional Liability Insurance

Effected with certain Lloyd's Underwriters ("the Insurer") through Lloyd's Approved Coverholder:
3303128 Canada Inc. T/A Alternative Risk Services, 36 Toronto Street, Suite 510, Toronto, ON, M5C 2C5.

Insured Registrant:

PHILIP A KASURAK
59 LAIRD AVENUE SOUTH
AMHERSTBURG ON N9V 1X6

Registration/Certificate Number: 2593319

Master Policy No.: RECO092017-01

This document is subject to all agreements, conditions, exclusions and provisions of Master Policy No. RECO092017-01, as well as any amendments thereto during the policy period, issued on behalf of the Insurer to the Real Estate Council of Ontario. **A copy of the Master Policy form issued to RECO is available at <https://myweb.reco.on.ca> and www.reco-claims.ca.**

1. Name of Canadian Intermediary: Alternative Risk Services
2. Policy Form: Claims Made
3. Named Insured: Real Estate Council of Ontario
4. Policy Period: September 1, 2017 to August 31, 2018, both days inclusive
5. Limits of Liability:
 - Coverage A: Errors and Omissions Insurance
Limits: CAD \$1,000,000 each claim /CAD \$3,000,000 Annual Aggregate
 - Coverage B: Commission Protection Extension
Limits: CAD \$100,000 each Claim/CAD \$3,000,000 Aggregate each Occurrence
 - Coverage C: Consumer Deposit Extension
Limits: CAD \$100,000 each Claim /CAD \$3,000,000 Aggregate each Occurrence
 - Sub-Limit: Claims arising out of Social Engineering Fraud under Coverage (B) and (C) are covered up to \$10,000 each Claim
6. Deductible:
 - Coverage A: Errors and Omissions Insurance
 - (i) CAD \$2,500 for each Claim that resulted in a payment for settlement or judgment, plus if applicable:
 - (ii) a further CAD \$2,500 for each additional Claim against the same Insured Member reported within the current and prior three Policy Periods which results in a payment for settlement or judgement under this or a prior Master Policy.
 - Coverage B: Commission Protection Extension CAD \$ 250 each claim
 - Coverage C: Consumer Deposit Extension CAD \$Nil
7. Professional Services: Real estate sales and brokerage services as defined by Master Policy.
8. Notice of Claim: **Errors and Omissions and Commission Protection**
 - To: Claims Pro LP
16700 Bayview Avenue, Suite 211, Newmarket ON L3X 1W1
Toll Free: 1-877-740-1913
Toll Free Fax: 1-866-735-1033
Email: claims@reco-claims.ca
 - Consumer Deposit**
 - To: Insurance Department
Real Estate Council of Ontario
3300 Bloor Street West, West Tower, Suite 1200
Toronto ON M8X 2X2
Phone: (416) 207-4800
Toll-free: 1-800-245-6910
Fax: (416) 207-4820
Email: insurance@reco.on.ca

Important Information:

- If at any time you are suspended or cease to be registered with RECO to trade in real estate, your insurance coverage immediately lapses. This includes, but is not limited to, failure to renew your registration by the expiry date.
- Your insurance coverage is on a "claims made" basis. The Master Policy requires that the "claim" or "circumstance" made against you is reported to the Insurer during the policy period.

AGREEMENT

This A G R E E M E N T is made in duplicate as of the day of December 19, 2017

B E T W E E N:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(the "Owner")

- and -

Royal Lepage Binder Real Estate

(the "Broker")

INTRODUCTION

1. The Owner has decided to market the majority of its surplus property (the properties) through selected real estate Brokers and to enter into agreements with these Brokers to govern the relationship.
2. The Broker has been selected to list and market these selected properties and this agreement sets out the terms and conditions of the relationship.

AGREEMENT

IN CONSIDERATION OF the premises and the mutual covenants in this agreement, the Owner and the Broker agree:

3. The Owner appoints the Broker to list, at the expense of the Broker, the properties for sale through the Multiple Listing Service (MLS) operated by the Windsor-Essex County Real Estate Board (the Board), to market the properties for sale and to perform the services set out in this agreement.
4. The Broker accepts the appointment by the Owner and agrees to use due diligence in marketing the properties for the period and upon the terms in this agreement, and to furnish the services of its organization for the selling of the properties.
5. The Broker and its sales representatives acting pursuant to this agreement are independent contractors and are not employees of the Owner for any purpose.

6. All listings are for a maximum period of one hundred twenty (120) days and may be renewed at the option of the Owner.
7. The appointment is for a two year term, commencing on the date of this Agreement with an option to extend for an additional year upon Town Council approval.
8. Either party may terminate this Agreement with or without cause by giving 15 days' notice in writing to the other party. Upon termination by either party, the Broker will provide unconditional mutual releases of any active listings upon request.
9. The Broker warrants that it is knowledgeable about the *Real Estate and Business Brokers Act* or any successor acts as well as the Real Estate Brokers Code of Ethics and agrees to comply with these Acts, Federal and Provincial laws and regulations and Municipal By-laws in its marketing of the properties.
10. The Broker will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by its agents or employees with respect to the contract.
11. The Corporation warrants that it is the owner of the properties and has the right to sell the properties.

The Corporation further reserves the right to sell certain of its properties without the use of a Broker as directed by council resolution. In this case no commission shall be payable except under separate agreement.

11. Subject in all respects to the overall control and instructions of the Owner's Corporate Contact from time to time, the Broker or his Sales Representative shall, in the performance of its duties, be responsible for the execution of all aspects of the agreement including appendices and attachments, by providing services including, but not limited to the following:
 - (a) Promptly executing a marketing/management program including but not limited to:
 - (1) Completing MLS listing contracts for signature by the Town's Corporate Contact and providing a Comparative Market Analysis within five days of obtaining the assignment. Providing and placing, at the Broker's expense, at minimum, one for sale sign on each of the properties listed for sale within five days (excluding Sunday and other statutory holidays) of receiving the signed listing from the Owner. In the event that the subject listing requires a custom ordered sign tailored to the needs of the property the sign shall be placed on the property within one week (excluding Sunday and other statutory holidays) of receiving the signed listing from the Owner;
 - (2) Advertising, at the Broker's expense, each of the properties listed for sale in

accordance with the Marketing Plan submitted by the Broker and approved by the Owner (the Plan);

- (3) Conducting bi-weekly surveillance inspections of any home or building and bi-monthly surveillance inspections for vacant land, and provide a monthly report to the Town's Corporate Contact by e-mail or facsimile, setting out the date and time of each inspection and noting any problems with any of the properties. In the event that there is a problem that requires prompt attention the Broker or his Agent will immediately contact the Town's Corporate Contact.
 - (4) Working cooperatively with all real estate brokers and their sales representatives by allowing showings, providing Town of Amherstburg required schedules on a timely basis, dealing with all offers and paying commission in accordance with the MLS listing Agreements;
 - (b) Providing trained and qualified personnel, at the expense of the Broker, to carry out the Plan at the expense of the Broker;
 - (c) Ensuring that each sales representative in the Broker's organization who is to be involved in selling the properties is familiar with the Ontario Real Estate Association (OREA) form of Agreement of Purchase and Sale (the Offer) and all instructions respecting the sales program that the Owner may furnish from time to time to the Broker;
 - (d) Submitting all Agreements of Purchase and Sale and other necessary documents including any deposits to the Town's Corporate Contact for approval and execution.
12. The Offer used shall be the most recent OREA form and shall be irrevocable by the purchaser for a minimum of three-business days and is subject to Town Council approval within (28) **twenty-eight** days from date of acceptance (conditional twenty-eight day period subject to change as deemed necessary by the Town's Representative). The Owner reserves the right, in its sole discretion, to reject any and all offers for any reason it deems necessary.
 13. All Agreements of Purchase and Sale must include a formal identification of the Agency Relationship. Wherever possible, the Broker's Agent must represent the best interests of the Corporation.
 14. The Broker shall provide bi-weekly by e-mail or facsimile to the Town's Corporate Contact an activity report including but not limited to the number of showings, calls, comments and dates of advertising as outlined in the Marketing Plan. The Broker agrees to provide copies of all advertising at the request of the Corporate Contact.
 15. The Owner agrees to pay the Broker a commission in accordance with Schedule "A" attached, for any fully executed, accepted and binding Agreement of Purchase and Sale of one of the properties, effected or contracted for during the term of this agreement, subject to the following conditions:
 - (a) No commission shall be payable if:

(i) Prior to closing, the purchaser fails to fulfil the conditions of the agreement and it is terminated by mutual consent;

(ii) The Owner has satisfied its obligation in the agreement to provide good and marketable title and the purchaser refuses to complete the purchase according to its terms.

16. The Owner and the Broker shall at all times keep each other informed of all matters related to the sale of the properties, shall meet regularly to discuss these matters and to determine the general policy in respect of such sales activity including all matters related to the overall marketing of the properties.

17. Upon termination of the agreement the Broker shall surrender to the Owner all records, files and other documents or information which may be pertinent to the continuing operation and marketing of the properties; and shall relinquish all interest in MLS listing of the properties active at the time of termination by providing unconditional mutual releases.

18. Any notice and other communications required to be sent pursuant to this agreement shall be addressed:

To the Broker:

To the Owner:

The Corporation of The Town of Amherstburg
Attention: Clerk
Corporate Services,
271 Sandwich Street South
Amherstburg, ON N9V 2A5

or to such other address as either party shall duly notify the other. Any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an officer or director of the other or, in the event of service by mail, on the second business day after the day of such mailing. Either party may by notice in writing to the other, designate another address to which notices mailed more than 10 days after the giving of such notice of change of address shall be addressed.

19. The Owner and the Broker shall do all acts, matters and things as may be requisite and necessary in order to give full force and effect to and duly carry out the provisions of this Agreement and the Marketing Plan.

20. The terms, expressions, words and phrases used in this agreement shall have ascribed to them the definitions and meanings contained in the relevant provincial legislation as amended, the *Real Estate and Business Brokers Act* and any Regulations to it (collectively referred to as the Act).

21. All of the information contained in the introduction to this agreement is, to the best of the Owner's and the Broker's knowledge and belief, true.

15. This agreement shall ensure to the benefit of and be binding upon the parties to it, their respective successors and assigns and is subject to the condition that it shall not be assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF the parties have executed this agreement.

THE CORPORATION OF THE TOWN OF AMHERSTBURG



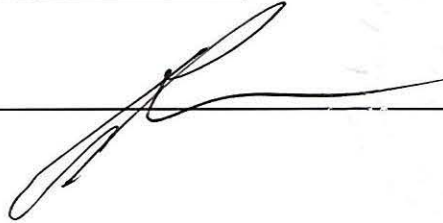
**Aldo DiCarlo
(Mayor)**



**Paula Parker
(Clerk)**

Approved As To Form
Legal Division

REAL ESTATE COMPANY:



FORM OF PROPOSAL

SCOPE OF PROPOSED SERVICES

The Broker or his Agent will provide all those services typically provided to a valued client when listing property on the Multiple Listing Service including but not limited to the following:

1. The Broker or his Agent agrees that he will allow showings, entertain offers and supply listing information and standard Town of Amherstburg clauses or schedules that must be included in any offers equally to members of the MLS and to non-members in a timely manner. Calls to other agents must be returned within four (4) hours between the hours of 8:00am and 9:00pm daily and for all calls received between 9:01pm and 7:59am the next day by 10:00am that day.
2. To complete MLS listing contracts for Town Administration's signature and provide a Comparative Market Analysis within 5 days of receipt of the assignment.
 - a) Commission paid to the co-operating Broker must not be less than 50% of the total commission
 - b) "DATA MODIFICATION" on the listing form is not permitted without written authorization of the seller.
 - c) Listings will be for a period of ninety (90) days and may be renewed after review
3. To email the Corporate Contact a copy of the MLS listing that is sent to the members of the Windsor-Essex County Association of Realtors as soon as it is processed in the system.
4. To install lockboxes on any secured property as instructed by the Corporate Contact.
5. To carry out all forms of advertising, publicity and signage, detailed in the Marketing Plan and as specified from time to time by the Corporate Contact.
6. To provide the Corporate Contact monthly by an email an activity report including, but not limited to, the number of showings, calls, comments and dates of advertising as outlined in the Marketing Plan. The Broker agrees to provide copies of all advertising at the request of the Corporate Contact.
7. The listing agent or Broker agrees to conduct bi-monthly surveillance inspection of all improved properties assigned and a monthly inspection for vacant land. A record of the date and time of inspection, as well as any problems with the property is to be kept and is to be reported to the Corporate Contact. Newspapers, flyers, and junk mail should be removed from any improved property during inspection. **In the event that there is a problem that requires immediate attention, the agent will contact the Corporate Contact on discovery of the problem.**

FORM OF PROPOSAL**SCOPE OF PROPOSED SERVICES - Continued**

8. All listings must include the following clause "No offers shall be presented to the Town within fourteen (14) days from the date of listing the property for sale on MLS". This length of time may be adjusted at the discretion of the Corporate Contact.
9. Inform the co-operating Broker that any Agreement of Purchase and Sale submitted to the Town of Amherstburg MUST include a minimum deposit of \$1,000.00 or 5% of the sale price, whichever is greater. This deposit is to be made payable to the Listing Broker in Trust, in accordance with the Real Estate Agent's Licensing Act, or Rules and Regulations of the Windsor Essex Association of Realtors. A faxed transmission or electronic communication of an Agreement of purchase and Sale and any applicable amendments are acceptable solely at the discretion of the Corporate Contact and/or the Town's solicitor.
10. Provide confirmation of payment of further sums to supplement the deposit (if applicable)
11. The Agreement of Purchase and Sale must have any required appendices supplied to the listing agent and the Buyer's current address and phone number before it is presented to Administration for consideration.
12. Within 2 business days of an unconditional offer acceptance, or within 2 business days after removal of conditions, submit to the Corporate Contact the name of the buyer's solicitor, telephone and fax numbers. Once conditions are satisfied, the lockbox must be removed (if applicable).
13. Provide any further documentation or action to support the sale transaction and ensure prompt closing.
14. Invoices for commission for firm deals must be submitted to the office of the Town's Corporate Contact for payment.
15. Two (2) business days prior to closing, the Agent is to perform a final inspection of the property as required and report to the Corporate Contact any problems.



Signature of Authorized Representative

Date

COMMISSION RATE PROPOSAL

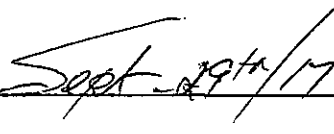
The undersigned, having examined the guidelines and requirements of the MLS Real Estate Service for the Sale of Surplus Town-Owned Property, Form of Proposal, Agreement and Appendices relating thereto, as provided by the Town of Amherstburg, hereby offers to perform all the work necessary for the rate of:

Total Commission per Listing: 3.5 %

Co-Operating Broker's Share of Listing (if applicable): 2 %



Signature of Authorized Representative



Date

(Please affix Corporate Seal)

CORPORATE SEAL

FORM OF PROPOSAL

ACKNOWLEDGEMENT OF PROPOSAL DOCUMENTS RECEIVED BY PROPONENTS & ADDENDA

I/We, the undersigned, hereby acknowledge and confirm on behalf of

Royal LePage Binder Real Estate

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Quotation.

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Proposal for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Quotation and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

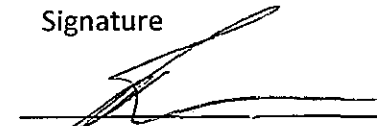
No. of Last Addendum

Description of Last Addendum

Addendum #1
& Acknowledgement If Only 1 Proposal

Change – Tender Closing Date & Time

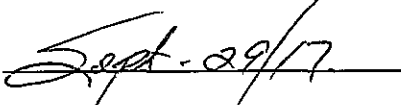
Witness (if applicable)


Signature


(Please affix Corporate Seal!)

Dated:

Name & Position (please print)



Frank Binder Broker of Record & Owner

ACKNOWLEDGEMENT IF ONLY ONE PROPOSAL IS RECEIVED

I/We, the undersigned, hereby acknowledge and confirm on behalf of

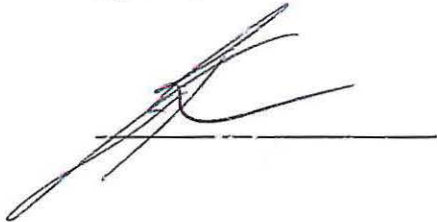
ROYAL LEPAGE BONDAR REAL ESTATE

That in the event that of only one proposal having been received by the Town of Amherstburg after this call for proposals, the Town reserves the right to open our proposal, or return the proposal unopened.

Should the Town choose to open our proposal, being the lone response after this call for proposals, I/We understand that the Town reserves the right to accept our proposal, negotiate the terms contained our proposal, or reject our proposal altogether, without being bound to award us with a contract for the work.

The Town is not responsible to us for any liabilities, expenses, loss or damage subsequent to or by reason of the acceptance or non-acceptance by the Town of any proposal.

Signature:

A handwritten signature in black ink, appearing to be 'R. Bondar', is written over a horizontal line.

Corporate Seal:

If a corporate seal does not exist, please acknowledge the following:

"The signature of the person applied to this proposal document is authorized to act on behalf of the Proponent and is legally able to bind the company."

_____ Signatory Initials

APPENDIX C

SPECIFICATIONS FOR THE LISTING, ADVERTISING AND SALE OF VACANT AND/OR IMPROVED PROPERTIES OWNED BY THE CORPORATION OF THE TOWN OF AMHERSTBURG

- GENERAL: The Broker or his Agent will provide all those services normally provided to a valued client when listing property on the Multiple Listing Service including but not limited to the following:
1. The Broker or his Agent agrees that he will allow showings, entertain offers and supply listing information and standard Town of Amherstburg clauses or schedules that must be included in any offers equally to members of the MLS and to non-members if requested in a timely manner.
 2. To complete MLS listing contracts for signature by Town Administration and provide a Comparative Market Analysis within 5 days from the date of obtaining the assignment.
 - a) Commission paid to the co-operating Broker must not be less than 50% of the total commission
 - b) "DATA MODIFICATION" on the listing form is not permitted without written authorization by the Vendor.
 - c) Listings will be for a period of 90 days and may be renewed after review.
 3. To e-mail The Town's Designated Representative (Town's Representative) a copy of the MLS listing that is sent to the members of the W.E.C.R.E.B. as soon as it is processed in the system.
 4. To carry out all forms of advertising, publicity and signage, detailed in the Marketing Plan and as specified from time to time by the Town's Representative.
 5. To provide bi-weekly by e-mail or facsimile to the Town's Representative an activity report including but not limited to the number of showings, calls, comments and dates of advertising as outlined in the Marketing Plan. The Broker agrees to provide copies of all advertising at the request of the Town's Representative.
 6. To install lockboxes on all improved properties (if applicable).
 7. All listings must include the following clause "No offers shall be accepted within fourteen days from the date of listing the property for sale on MLS." (Length of time may be increased at the discretion of the Town's Representative.)

8. Inform the co-operating broker that any Agreement of Purchase and Sale submitted to The Corporation of the Town of Amherstburg **MUST** include a minimum deposit of \$1,000.00 or 5% of the sale price, whichever is greater, and made payable to the Listing Broker in Trust, in accordance with the Real Estate Agent's Licensing Act, or Rules and Regulations of the Windsor Essex County Real Estate Board. **A faxed transmission or electronic communication of an Agreement of Purchase and Sale is not acceptable.**
9. The Agreement of Purchase and Sale must have the Purchaser's current address and phone number before being presented.
10. Within 2 business days of an unconditional offer acceptance, or within 2 business days after removal of all conditions, submit to the Town's Representative the name of the purchaser's solicitor, telephone and fax numbers. Once conditions are satisfied, the lockbox must be removed (if applicable).
11. Provide confirmation of payment of further sums to supplement the deposit (if applicable).
12. Provide any further documentation or action to support the sale transaction and ensure prompt closing.
13. Invoices for commission for firm deals must be hand delivered or mailed to the Town's Representative. **Faxed invoices are not acceptable.**
14. Two days prior to closing, perform final inspection of the property as required and report to the Town's Representative any issues.

Dated at Amherstburg Ont, this 29th day of September, 2017

ROYAL LEPAGE BIRDSEAL REAL ESTATE
Company Name



Broker Owner

Manager (if not Broker Owner)

Appendix "D"

Specifications for Maintenance of Improved and Unimproved Properties

1. The Broker or his Agent agrees to conduct a bi-weekly surveillance inspection of all homes or buildings assigned and a bi-monthly surveillance inspection for vacant land. A record of the date and time of inspection as well as any problems with the property is to be kept and is to be submitted to the Town's representative by e-mail or facsimile monthly.
2. Newspapers, flyers and junk mail should be removed from any property on a regular basis.
3. In the event that there is a problem that requires immediate attention the Broker or his Agent will contact Town's Representative.

Dated at Amherstburg ONT, this 29th day of SEPTEMBER, 2017

ROYAL LEPAGE BIRNOR REAL ESTATE
Company Name



Broker Owner

Manager (if not Broker Owner)

Marketing Proposal

Request For Proposal
MLS Real Estate Services
PP-PS-2017-19

For Residential, Commercial & Industrial Properties

Presented By:

Royal LePage Binder Real Estate

Frank Binder
Broker of Record & Owner

Phil Kasurak
Sales Representative

322 Sandwich St. S. Amherstburg, Ont. N9V 0C7

519-736-9000



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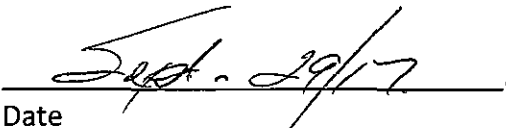
Section 8 – Acknowledgement of Proposal Documents & Addenda

FORM OF PROPOSAL

PROPONENT IDENTIFICATION SHEET

REAL ESTATE BROKER:	Royal LePage Binder Real Estate
MAILING ADDRESS OF BROKER:	322 Sandwich St. S. Amherstburg Ontario
POSTAL CODE OF BROKER	N9V 0C7
NAME OF CONTACT PERSON REPRESENTING BROKER:	Phil Kasurak
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING BROKER:	(519) 736-9000 ofc. (519) 977-3402 mob.
FAX NUMBER OF BROKER:	(519) 713-9230
EMAIL ADDRESS OF PERSON REPRESENTING BROKER:	philkasurak@hotmail.com
NAME OF PERSON SIGNING ON BEHALF OF BROKER:	Frank Binder
TITLE OF PERSON SIGNING ON BEHALF OF BROKER:	Broker Of Record & Owner


Signature of Authorized Representative
FRANK BINDER
(Please affix Corporate Seal)


Date

Marketing Plan

Royal LePage Binder Real Estate is a full service real estate brokerage operating 4 offices in the Essex County region. The firm is owned and operated by broker of record Frank Binder.

Phil Kasurak is a licensed sales representative in our Amherstburg office. He brings over 30 years of continuous full time real estate experience to our firm.

Our Action Plan

Comparative Market Analysis for subject properties

MLS Listing, cooperative with all Realtors accessing the Windsor Essex County system

Residential for sale sign (3' x 2')

Industrial/Commercial for sale sign (4' x 4')

Custom signage indicating features for applicable properties

Placement of a WECAR (board) issued key box upon the property as applicable

Digital photos of property exterior (and interior as applicable)

Upload of listing data/property description & photos to Realtor.ca This is a Canada wide Realtor web site used by the public & the real estate community.

Upload of listing data/property description to Royal LePage Binder Real Estate web site. This is our corporate web site which averages of 20,000 visits per month

Promotion through social media including Facebook & LinkedIn.

Promotion of the property to buyer clients and prospects

Bi-weekly print ads for each property in the Rivertown Times

Action Plan cont'd

Public Open Houses will be utilized for each property within the initial 30 days of the listing. Properties that are unsafe due to structure or environmental issues will be excluded. Vacant land & properties that do not have a working washroom may be excluded.

Realtor Open Houses will be utilized for each property within the initial 30 days of the listing. Properties that are unsafe due to structure or environmental issues will be excluded. Vacant land & properties that do not have a working washroom may be excluded.

Windsor Star print ad for public open house(s)

MLS & Realtor.ca postings/notification for public open house(s)

MLS posting/notification for Realtor open house(s)

Price changes made with a new listing agreement, suggested as a best practise or by listing amendment.

Activity, pricing & other relevant factors will be reviewed with Corporate Contact every 30 days during the listing period or as requested.

Activity will be monitored for number & source of property inquiries.

Royal LePage Binder Real Estate keeps a record of incoming calls.

Appointments to show will be made through the Realtor Touchbase system. These electronic requests will be retained.

The MLS provides a log available to agents to determine which agents have looked at a listing including date(s) and time(s).

Our system also provides a log regarding website visits & details which web site originated the inquiry.

Properties will be marketed to agent from out of town/other area Associations/Boards by utilizing the following methods:

The Royal LePage Network links your property listings to over 17,000 of our Realtors nationwide.

The Royal LePage Binder web site links your property listings to over 20,000 visits per month. Many of these visits are from location beyond the borders of Essex County.

Our ICI (Industrial, Commercial, Investment) division subscribes to Loopnet which links your commercial & industrial property listings to thousands of ICI specialists from across North America.

Realtor.ca is a dedicated real estate web site operated by the Canadian Real Estate Association. This links your property listings to consumers & Realtors world wide.

**CANADA'S
LARGEST**

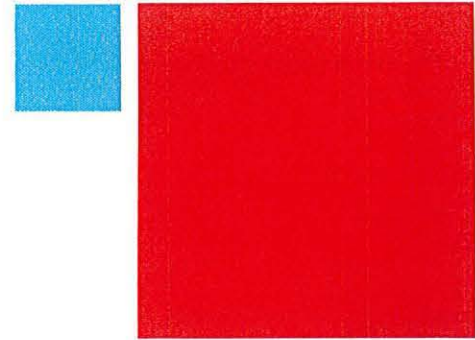
REFERRAL NETWORK

Over **17,000** **STRONG**

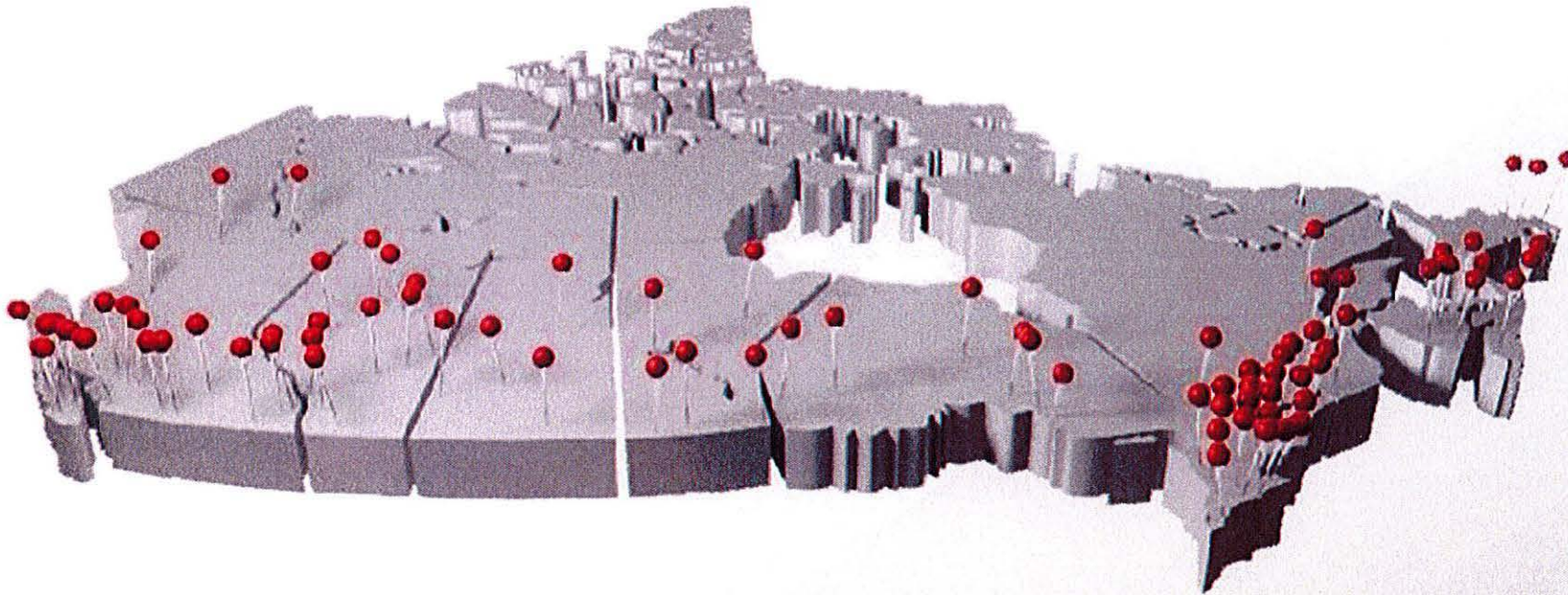


ROYAL LEPAGE
BINDER Real Estate
BROKERAGE
INDEPENDENTLY OWNED AND OPERATED

CANADA'S LARGEST



Real Estate Company



More than **17,000 Sales Professionals**
in over **640 locations** nationwide.

royallepagebinder.com

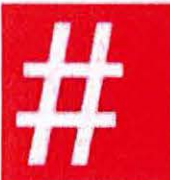
INCREDIBLE REACH

royallepagebinder.com

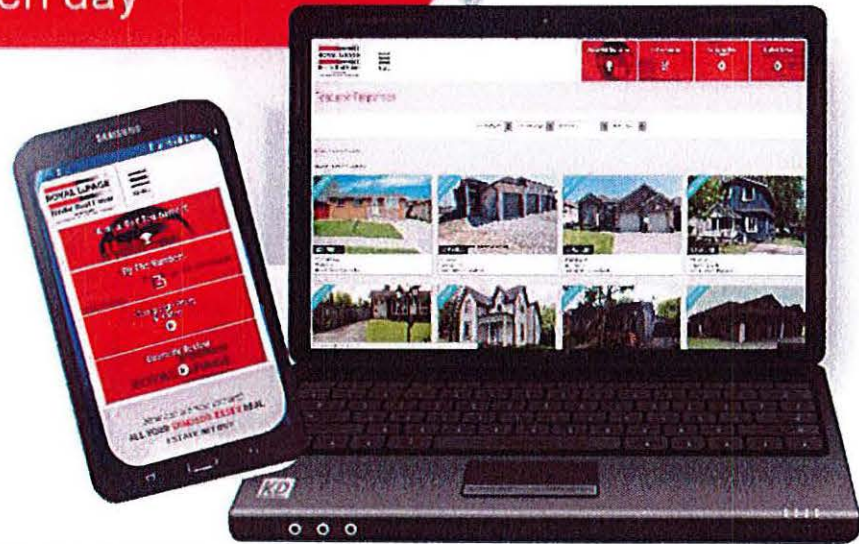
The most popular real estate site in Windsor

Over 21,671 visitors/month

700+ unique visitors each day



We Deliver a Best-in-Class
Consumer Experience that
Drives Business to You



Monthly Website Analytics, Support & Google

Adwords Report for August, 2017

Website Analytics

Below is the number of people visiting RoyalLePageBinder.com for this month ("Unique visitors" are considered new visitors).

- Monthly Total Visitors: **54,652 people**
- Monthly Total Unique visitors: **33,453 people**
- Monthly Average Visitors Per Day: **1,763.0**
- Monthly Unique Visitors Ratio: **61%**
- Monthly Number of Pages Viewed: **310,543**

Month	Total Visitors	Visitors per Day	Unique Visitors	Unique Ratio	Pages
August 2017	54,652	1,763.0	33,453	61%	310,543

Visitors by City

Below is a chart of visitors from the top 6 cities. This information displays where people are located when visiting

RoyalLePageBinder.com. The most popular cities to least popular are: Windsor, Toronto, Tecumseh, Essex, Leamington, and Other Cities.

Our REALTORS®

DELIVER RESULTS

98.6%

SOLD PRICE TO LIST PRICE

LISTINGS TAKEN VS

56%

LISTINGS SOLD

AVG DAYS

30

ON MARKET

About Us. . .



Frank Binder, the founder and Broker of Record for Royal LePage Binder Real Estate, established Binder Real Estate Inc. in May, 1985 after nine years of a successful sales career and three years as Windsor Manager and Southwestern Ontario District Manager for The Permanent.

The business grew and in October, 1995 Binder Real Estate Inc. acquired the assets of the Windsor Branch of Royal LePage Real Estate Services Ltd. to become one of the earliest franchises in the Royal LePage franchise network.

Royal LePage Binder Real Estate has grown to become one of the foremost real estate companies in the Windsor - Essex County area offering services in residential and new home sales, commercial and industrial sales and leasing, agricultural sales, development and investment opportunities, complimented by mortgages and appraisal services.

July, 2008 marked the merger of Royal LePage Liberty Realty and Royal LePage Binder Real Estate and the establishment of a new Tecumseh branch making Royal LePage Binder Real Estate one of the largest real estate brokerages in the area.

Royal LePage Binder Real Estate offers their valued client/customers a full range of marketing services through their full time, experienced Sales Representatives and Brokers in Windsor, Tecumseh, Kingsville, Belle River and Amherstburg offices.

**Frank Binder can be reached at his Provincial office at
519-948-5300**

ROYAL LEPAGE

Binder Real Estate

BROKERAGE
INDEPENDENTLY OWNED AND OPERATED

2016 By The Numbers

Representing the

#1 Real Estate
FRANCHISE
in
ONTARIO

Top 3
fastest growing
franchises in
Royal LePage
(2016)



2x SIZE

We've doubled the size
of our company since

2006

4 Offices in Windsor,
Tecumseh, Amherstburg
and Kingsville

79 AWARD WINNING
Sales Representatives
and Brokers



INCREDIBLE REACH

OVER **21,671** monthly visitors and
700+ unique visitors each day to:

www.royallepagebinder.com



2,989

Sales Transactions
(2016)



A STRONG HERITAGE
OVER
32 YEARS
A track record of success



CULTURE OF GIVING BACK
Almost **\$300,000** raised
in the last 15 years for
Windsor/Essex County

100%
Canadian
Franchise

CONNECTING
WITH MORE
CANADIANS

OVER **140** Sales Representatives & Brokers
Helping **YOU** Home

OVER
\$635M
in volume
(2016)

519-948-5300

www.royallepagebinder.com



Easy Access to ALL OF OUR OFFICES



Windsor



Tecumseh



Kingsville



Amherstburg

A GREAT PLACE TO WORK

- ✓ 140+ Sales Professionals
- ✓ Non-competing broker/manager
- ✓ Serving the community since 1985
- ✓ Market leader
- ✓ Strategically located offices
- ✓ State-of-the-art technology
- ✓ Experienced, friendly staff
- ✓ **FOCUSED ON YOUR SUCCESS**



CANADIAN BRAND

Canadian Values.



ROYAL LEPAGE
Binder Real Estate
BROKERAGE
INDEPENDENTLY OWNED AND OPERATED

Royal LePage

Shelter Foundation



Royal LePage professionals have raised **Millions** in support of women's shelters and domestic violence prevention programs across the country.

Industry **LEADERSHIP**

#

In more than

100

MARKETS

NATIONWIDE



FORM OF PROPOSAL

PROJECT TEAM

Listing Agent:

Phil Kasurak (Sales Representative) Years as WECAR** Member: 31

The individual(s) listed above must be employed in real estate full-time and be members of the Windsor-Essex County Association of Realtors (WECAR). A statement of previous experience and background in the Windsor-Essex County real estate industry and a specific record of listings (include list price, whether active or sold, and sale price if sold) and sales for the past 2 years is required for this individual(s). List any real estate designation or courses that the individual(s) has taken that would be considered an asset for this assignment.*

Real Estate Sales Experience

Time In Business

Phil Kasurak was licensed to sell real estate December 8, 1986. Since this license date he has been employed solely as a full time Realtor.

Number of Listing & Listing Sales Two (2) Year History

2015 – 15 listings with 13 sold for a gross sales volume of \$1,885,400.00

2016 – 16 listings with 12 sold for a gross sales volume of \$2,651,700.00

List to sale price ratio 93%

Average market time 45 days

About Phil

Since 1986 I have been able to assist many individual buyers and sellers, friends, relatives, families and businesses with their specific real estate needs. Each transaction, regardless of size is valuable. Whether you need to buy or sell a small property or a multimillion dollar project you can be assured that you are dealing with a professional that you can trust to put your needs first and that has the knowledge and experience to get the job done.

My Services

Residential Real Estate Buying, Selling or Leasing

Property Evaluation

Project & Multi Residential Marketing

Property Management

Mortgage Recovery Service

Special Properties - Recreational, Institutional, Industrial, Commercial

Complete support of professionals - mortgage lenders, legal, planning, environmental consultants, engineering, trades & inspectors

Full consideration of options, client driven solutions

Thank you for your consideration

Regards,



Phil Kasurak
Sales representative



Assignments Involving Challenged Properties

Agent of Record for a publicly traded international mortgage lender Management and sale of properties in Windsor & Essex County

These properties were in most cases very challenged and involved deficiencies. Deficiencies included structural, environmental & locational issues. My sales of these properties total over 300 units. Responsible for foreclosure activities including occupancy confirmations, exterior/drive by property evaluations. Management responsibilities include securing properties, representing the client for evictions, coordination of utility connection, coordination of repairs, maintenance, clean outs, exterior maintenance including lawn care & snow removal, reporting and consulting any code, safety or environmental issues & coordination of remedial work. Realtor responsibilities include property evaluations, listings as per the client's specific requirements, media advertising, signage, coordination of all property viewings, offers and agreements of purchase & sale.

Sale of 525 Dalhousie St Amherstburg, Ontario Property known as Belle Vue House. This property is designated as historic both nationally by the Federal Government & locally by The Town of Amherstburg Value: \$1,300,000.00

Involved as the Seller's agent. This property was owned by my clients for several years and had sat vacant & without services. It was listed by the Architectural Conservancy of Ontario as one Canada's most endangered historic buildings. Responsible for property evaluation, listing the property both as residential & as a commercial property in order to expose the widest range of buyers. Responsible for media advertising, signage, coordination of all property viewings, offers and agreements of purchase & sale. There was previous interest in the property from investors & developers but had only resulted in offers that the clients found unacceptable. During the marketing, I approached the Town of Amherstburg to ascertain if they would be interested in any part of the property. The town's CAO expressed interest but at that point was unable to commit to making an offer. We obtained subsequent interest from 2 individuals and began the process of coordination and reviewing competing offers. A representative of the town contacted me to express that they would be interested in purchasing the entire property. One of the interested parties called municipal officials attempting to have the town defer. I let the town officials know that we had done our due diligence with respect to the interested parties and concluded that the town should come forward & we would treat their offer with discretion. The sellers negotiated an acceptable agreement with the town. The final sale required approval by Council and required a certain amount of management and networking with private & public groups to gain passage. The result is that the property will be refurbished and reopened to be enjoyed by the public.

Assignments Involving Challenged Properties Cont'd

Sale of 2300 Normandy Rd. LaSalle Ontario

This 4.48 acre property with house included, located in an area of high end residential properties - Value: \$1,130,000.00

Involved as the Seller's agent. Responsible for property evaluation, listing as both residential & vacant land to leverage the maximum exposure, media advertising, signage, coordination of all property viewings, offers and final agreement of purchase & sale. The seller had listed the property with several Realtors prior. A former client referred me to the owner. Once listed, I approached a well-known developer in the same community whom had previously used my services. The conclusion was that they had no interest in the property. They suggested that I should consider cancelling the listing to save my time & money. In the process, they identified several unanswered questions about the property that would impact development. In my view, the property benefited from location. I remained positive and went on to collect the answers to the questions so that the puzzle could be put together. When at an impasse with the town's planner I enlisted the assistance of a top-flight consulting engineer. They had done previous work on this property for another client and had already completed a great deal of due diligence. Knowledge is power in that once I had the answers to the development questions I was able to pass along this information to prospective buyers and we subsequently had more than one serious and qualified buyer interested. A colleague brought us an acceptable agreement and I subsequently had a contingency/back up offer in place in the event it did not complete.

Additional Assignments Of Interest

New Residential & Condominium

31 unit hi-rise new condominium development, Riverside Windsor, Sold Out-Value: \$3,875,000.00 +

Involved from grand opening through to completion. Responsible for all aspects of marketing including, media advertising, signage, model unit, listings & sales, coordinating customer changes & upgrades, coordinating move in schedules & follow up.

49 unit hi-rise new condominium development, Riverside Windsor, Sold Out-Value: \$6,125,000.00 +

Involved from architectural plan consultation through to completion. Responsible for all aspects of marketing including, media advertising, signage, model unit, listings & sales, coordinating customer changes & upgrades, coordinating move in schedules & follow up.

24 unit hi-rise new condominium development, Amherstburg, Sold Out -Value: \$3,000,000.00 +

Involved from site selection, architectural plan consultation through to completion. Responsible for all aspects of marketing including, media advertising, signage, model unit, listings & sales, coordinating customer changes & upgrades, coordinating move in schedules & follow up.

74 unit hi-rise condominium development, Amherstburg, Sold Out -Value: \$5,400,000.00 +

The building was an apartment conversion owned by a consortium headed by the original building contractor/developer. They had struggled to sell units for approximately 2 years. Their existing Realtor resigned by mutual consent. They agreed to listen to my ideas to get their sales kick started. Instead of lowering prices further they agreed to upgrade their offering from tired rental to the look of new construction and charge a higher price. They accepted my recommendation to hire a designer to coordinate a new model. My ongoing responsibility included all aspects of marketing including, media advertising, signage, model units, listings & sales, coordinating customer changes & upgrades, coordinating move in schedules & follow up.

56 unit semi-detached townhome development, South Windsor, Sold Out - Value: \$7,000,000.00 +

Involved from site selection, architectural plan consultation through to completion. This project was serviced by a land owner/developer for a builder client of theirs. The builder was unable to generate presold units & abandoned the project. A reputable builder had requested that I keep him in mind for a new project. In our conversations, it was identified that he lacked the capital to do the project without financial assistance. A local investor had previously indicated willingness to do a project with me. We secured the land and moved forward with a model. Responsible for all aspects of marketing including, media advertising, signage, model units, listings & sales, coordinating customer changes & upgrades, coordinating move in schedules & follow up.

Industrial

Sale of a national grocers regional distribution centre
715 Richmond Street, Chatham, Ontario to a trucking/logistics firm - Value: \$1,400,000.00

Involved as the Buyer's agent. Responsible for locating all possible alternatives, supplying reports & data for client's approval, coordinating all viewing/site tours, negotiating agreement of purchase & sale.

Sale of the Stanley Home Automation Building
3380 Wheelton Dr., to Arbor Dominion Limited for their Canadian food blending operation
Value: \$1,725,000.00

Involved as the Buyer's agent. Responsible for locating all possible alternatives, supplying reports & data for client's approval, coordinating all viewing/site tours, negotiating agreement of purchase & sale.

Sale of the Canada Transport Group freight terminal
4255 Sandwich St., to The Corporation of the City of Windsor - Value: \$1,200,000.00

Involved as the Seller's agent. Responsible for media advertising, signage, coordinating all viewing/site tours, negotiating agreement of purchase & sale. The Seller had marketed the property privately but was unable to sell the property. Once listed, a property agent for the City of Windsor called to inquire. We established they had a potential interest in the property for future expansion of the wastewater treatment plant but could not justify the purchase. The seller had tenants interested in extending their leases and the seller had a need to lease back some space. I reconnected with the City's property agent and we moved to an agreement to purchase the property with the sellers and its tenants leasing back subject to the approval of City Council. A city official commented that this was one of their most sensible land acquisitions.

Sale of Border Tool & Die building
2946 Walker Rd., to Sweeteners Plus Inc. for their Canadian food blending operation
Value: \$1,065,000.00

Involved as the Buyer's agent. Responsible for locating all possible alternatives, supplying reports & data for client's approval, coordinating all viewing/site tours, negotiating agreement of purchase & sale.

Lease of "build to suit" plastic injection mold plant in Silver Creek Industrial Park Maidstone between Rosati Construction and Quality Models International - Lease Value: \$500,000.00 +.

Involved as the Buyer's agent. Responsible for locating all possible alternatives, supplying reports & data for client's approval, coordinating all viewing/site tours, negotiating agreement of purchase & sale.

Rural Properties

Sale of 5900 Conc. 5 Amherstburg, Ontario

This 22 acre agricultural property, including old farm house located on River Canard

Value: \$330,000.00 /\$15,000.00 per acre.

Involved as the Seller's agent. Responsible for property evaluation, listing the property as vacant land to expose the property to buyers looking for a site to build an estate type home, media advertising, signage, coordination of all property viewings, offers and agreements of purchase & sale. This property was owned by a family for over 50 years and was being sold to settle the estate. There was some interest in the property from a neighbor, family members and some family friends. The property was initially listed to the high side and over a period we systematically moved the price. During the marketing, I found that the town had marked the subject as a possible former landfill site and I was able to call upon a consulting engineer to help determine the accuracy of this designation. We confirmed that it was more likely the neighbour's property was the actual location of the former landfill and we prepared to discuss this with the town. During this period, we amended the asking price to \$329,900.00. Within a week one of the agents that had showed the property inquired with new interest and another agent came forward with an offer. I coordinated the 2 agents and their offers on a basis of disclosure and fairness in such a manner as to keep both parties in competition until we arrived at their best offers. At the date of sale this transaction is well above prices paid for agricultural land without buildings and that of estate sized home sites sales. This property has a unique feature in that the river wrapped around the side and rear of the site and of course we recognized that this added value which was validated by the final sale price.

Reference No.1

Company Name:
Husky Energy Prince George Refinery

Address:
2542 PG Pulp Mill Rd
PO Box 1390
Prince George BC
V2L 4V4

Contact Name & Title:
Ed Debevc
Refinery Manager

Telephone Number: 250-961-2357 Cell

Fax Number: n/a

Description of Project: Purchase of waterfront residential property 30 Laird Ave. N.
Amherstburg

Date of Project: April 2017

Reference No.2

Company Name:
1583921 Ontario Inc.

Address:
1-28 East Pike Creek Rd.
Windsor Ont.
N8N 3R8

Contact Name & Title:
Richard Ofner
Director

Telephone Number: 519-796-9174 Cell

Fax Number: n/a

Description of Project: Sale of property 525 Dalhousie St. Amherstburg (Belle Vue)

Date of Project: September 2016

FORM OF PROPOSAL

REFERENCES- (continued)

Reference No.3

Company Name:

2080750 Ontario Limited
o/a Jackson Group of Companies

Address:

3326 Walker Rd
Windsor, On N8W 3S1

Contact Name & Title:

Bob Jackson
Managing Partner

Telephone Number: 519- 972- 9040 Ofc Fax Number: 519-972-7450

Description of Project: Consulting services, property valuations, land use studies, ownership verifications

Date of Project: 2014 to present

Letter of Reference

Ed Debevc <Ed.Debevc@huskyenergy.com>

Tue 2017-09-26 11:57 AM

to: 'Phil Kasurak' <philkasurak@hotmail.com>;

To whom it may concern.

I'm writing today to inform you of my wife's Heather and my very positive experience in purchasing a home in Amherstburg Ontario. As a Plant Manager located in our Husky Energy Prince George British Columbia plant, Phil was able to work with us at a distance to understand our needs and wants so as to provide a great home selection for our cross country visit and decision making. He presented a selection of Essex County options in a very professional way. We eventually focused on two properties in the Amherstburg area and we were able to purchase one. Phil has been very helpful through the whole process and he continue to help us, because that is part of his nature.

I am sure that you would quickly see the professional approach that Phil is so good at giving.

Kind Regards

Ed Debevc

Cell: 250-961-2357

ed.debevc@huskyenergy.com