
TOWNSHIP OF KING
SUBDIVISION AMENDING AGREEMENT

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SUBDIVISION AGREEMENT

THIS AGREEMENT made this ■ day of ■, 2025.

BETWEEN:

FANDOR HOMES (VIA MOTO) INC.

(the “Owner”)

- and -

THE CORPORATION OF THE TOWNSHIP OF KING

(the “Township”)

RECITALS

WHEREAS:

- I. The Owner is the registered owner of the Lands;
- II. The Owner and the Township have entered into a Subdivision Agreement, dated November 30, 2020, pursuant to section 51 of the *Planning Act* in respect of Phase 2 of the Plan of Subdivision, notice of which was registered on title to the Lands as Instrument YR3300261 on August 18, 2021 (the “Subdivision Agreement”);
- III. The Council of the Township, at its Meeting on Date approved the Recommendations in Staff Report GMS-DEV-2025-004 to amend the Via Moto Phase 2 Subdivision Agreement to allow the Plan of Subdivision to be assumed in Stages;
- IV. Amendments to the Subdivision Agreement are Required to implement the phased assumptions;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Owner to the Township and in consideration of the Township’s approval of the Plan of Subdivision, the covenants hereinafter expressed and other good and valuable consideration, the parties hereto covenant and agree one with the other as follows:

PART I
DEFINITIONS AND BASIS OF AGREEMENT

1.1 Recitals and Definitions

- 1. The foregoing recitals are true and correct.
- 2. In this Amending Agreement, including in the Recitals, Definitions and Schedules, defined terms shall have the same meanings set out in the Subdivision Agreement, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed.

1.2 Schedules

- 1. The following Schedules are attached hereto and form an integral and operational part of this Amending Agreement:

Schedule “A”	Legal description of the Lands
Schedule “B”	Staff Report GMS-DEV-2025-004

- 2. If there is any conflict between any provision of a Schedule and the main body of the Amending Agreement, the provision of the Schedule shall prevail to the extent of such conflict.

1.3 Exhibits

1. The following Exhibits are attached hereto and form an integral and operational part of this Amending Agreement:

Exhibit “A” Schedule “E” – Estimated Cost of Phase 2, Stage 1 and Stage 2 Services

Schedule “F2” - Financial Obligations of the Owner Letter of Credit Phase 2, Stage 1 and Stage 2

Schedule “L” – Phase 2, Stage 1 and Stage 2

2. If there is any conflict between any provision of an Exhibit and the main body of the Amending Agreement, the provision of the Exhibit shall prevail to the extent of such conflict.

PART II AMENDMENTS

2.1 Amendments to the Subdivision Agreement

Except as otherwise amended by the provisions of this Amending Agreement, the provisions of the Subdivision Agreement are hereby confirmed, and the Owner agrees to be bound by the provisions of the Subdivision Agreement as amended by this Amending Agreement.

The Subdivision Agreement is hereby amended as follows:

1. Schedule “E” – Estimated Cost of Services of the Subdivision Agreement shall be deleted in its entirety and replaced with Exhibit “A” to this Amending Agreement, being Schedule “E” – Estimated Cost of Phase 2, Stage 1 and Stage 2 Services.
2. Schedule “F2” – Financial Obligations of the Owner Letter of Credit of the Subdivision Agreement shall be deleted in its entirety and replaced with Exhibit “A” to this Amending Agreement, being Schedule “F2” - Financial Obligations of the Owner Letter of Credit Phase 2, Stage 1 and Stage 2.
3. Schedule “L” – Schedule of Phases of the Subdivision Agreement shall be deleted in its entirety and replaced with Exhibit “A” to this Amending Agreement, being Schedule “L” – Phase 2, Stage 1 and Stage 2.
4. Section 2.42 of the Subdivision Agreement is amended by adding the following after the end of the last sentence: “For greater clarity, the Assumption By-law may Assume all the Municipal Services or any part of the Municipal Services, and may Assume only those Municipal Services related to a phase of the Plan of Subdivision.”

2.2 Interpretation and Purpose

The purpose of this Amending Agreement is to separate the construction of the Plan of Subdivision into two stages to allow the phased Assumption of Municipal Services, as more particularly described in Staff Report GMS-DEV-2025-004 attached hereto as Schedule “B”. For greater clarity, the Plan of Subdivision is not intended to be registered in multiple phases. The Subdivision Agreement and this Amending Agreement are to be interpreted to give effect to this purpose.

PART III ADMINISTRATION

3.1 Registration of Agreement

This Amending Agreement shall be registered upon title to the Lands forthwith after its execution. The Owner shall pay all costs associated with the preparation and registration of this Amending

Agreement, as well as all other costs incurred by the Township as a result of the registration of any other documents pertaining to this Amending Agreement, including but not limited to, any amendment thereto notwithstanding that such registration may have been solely at the instance of the Township.

3.2 Postponement and Subordination

The Owner shall obtain and register such discharges and/or postponements as may be acceptable to the Township of any and all Encumbrances prior to the registration of this Amending Agreement. The Owner acknowledges that the Township will not be required to finalize or register this Amending Agreement until it has been satisfied that no other Encumbrances are registered upon or affect the Lands.

3.3 Compliance with all other Governing Laws

Nothing in this Amending Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, or applicable by-laws, laws or regulations established by any other government body.

3.4 No Challenge to Amending Agreement

Neither party to this Amending Agreement shall call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the other party's right to enter into and enforce this Amending Agreement. The law of contract applies to this Amending Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in section 51 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right

3.5 Governing Law

This Amending Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

3.6 Successors & Assigns

This Amending Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Amending Agreement and all the covenants by the Owner herein contained shall run with the Lands.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND	)	THE CORPORATION OF THE
DELIVERED in the presence of	)	TOWNSHIP OF KING
	)	Per:
Authorized to be executed by By-law)	
2025-029, passed on the 28 th day of)	
April, 2025.)	
)	_____
	)	Steve Pellegrini,
	)	Mayor
)	
)	_____
	)	Denny Timm,
	)	Clerk
)	
	)	Authorized by By-law No. 2025-029
)	
	)	Fandor Homes (Via Moto) Inc.
)	
)	
)	
)	_____
	)	Name: Domenic Dell’Elce
	)	Authorized Signing Officer
)	
	)	I/We have authority to bind the corporation.
)	

SCHEDULE “A” - DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Geographic Township of King, in the Regional Municipality of York, being composed of Part of Lot 6, Concession 9, being part of PIN 03353-0308(LT), part of PIN 03353-0309(LT) and all of PIN 03353-0311 (LT).

Land Registry Office for the Land Titles Division of York No. 65.

SCHEDULE “B” - STAFF REPORT GMS-DEV-2025-004

(Insert after Council Approval)

EXHIBIT “A”

SCHEDULE "E" - ESTIMATED COST OF PHASE 2,
STAGE I AND STAGE II SERVICES

TOWNSHIP OF KING		
VIA MOTO SUBDIVISION, NOBLETON - PHASE 2- STAGE I		
Subdivision Agreement		Cost
1	Sanitary Sewers-Phase 2-Stage I	\$ 88,505.70
2	Storm Sewers-Phase 2-Stage I	\$ 350,847.75
3	Watermains-Phase 2-Stage I	\$ 98,270.00
4	Service Connections-Phase 2-Stage I	\$ 100,650.00
5	Roads - Stage 1 (Base Asphalt)-Phase 2-Stage I	\$ 176,818.70
6	Roads - Stage 2 (Top Asphalt)-Phase2-Stage I	\$ 161,870.10
7	Trees, landscaping and streetscape Phase2-Stage I	\$ 115,043.39
8	Street Lighting-Phase2-Stage I	\$ 72,328.11
9	Servicing Estimates Phase 2-Stage I-Total:	\$ 1,184,300.00
	Engineering Contingency (15%)	
10	Phase 2-Stage I-Total:	\$ 174,846.00
	HST (13%)	
11	Phase 2-Stage I-Total:	\$ 174,083.00
12	Total (carried to Schedule "F2" Stage I)	\$ 1,613,008.00

*Landscape and Street Lighting has been accounted for in the same proportion of servicing estimates

SCHEDULE “E” - ESTIMATED COST OF SERVICES (continued)

TOWNSHIP OF KING		
VIA MOTO SUBDIVISION, NOBLETON - PHASE 1- STAGE II		
Subdivision Agreement		Cost
1	Sanitary Sewers-Phase 2-Stage II	\$ 78,725.30
2	Storm Sewers-Phase 2-Stage II	\$ 180,835.25
3	Watermains-Phase 2-Stage II	\$ 65,720.00
4	Service Connections-Phase 2-Stage II	\$ 74,930.00
5	Roads - Stage 1 (Base Asphalt)-Phase2-Stage II	\$ 162,049.05
6	Roads - Stage 2 (Top Asphalt)-Phase2-Stage II	\$ 146,438.99
8	Trees, landscaping and streetscape Phase2-Stage II	\$ 83,452.61
9	Street Lighting-Phase2-Stage II	\$ 52,466.89
10	Servicing Estimates Phase 2-Stage II-Total:	\$ 844,800.00
	Engineering Contingency (15%)	
11	Phase 2-Stage II-Total:	\$ 128,880.00
	HST (13%)	
12	Phase 2-Stage II-Total:	\$ 128,288.00
13	Total (carried to Schedule "F2" Stage II)	\$ 1,087,668.00

*Landscape and Street Lighting has been accounted for in the same proportion of servicing estimates

SCHEDULE "F2" - FINANCIAL OBLIGATIONS OF
THE OWNER LETTER OF CREDIT
PHASE 2, STAGE I & STAGE II

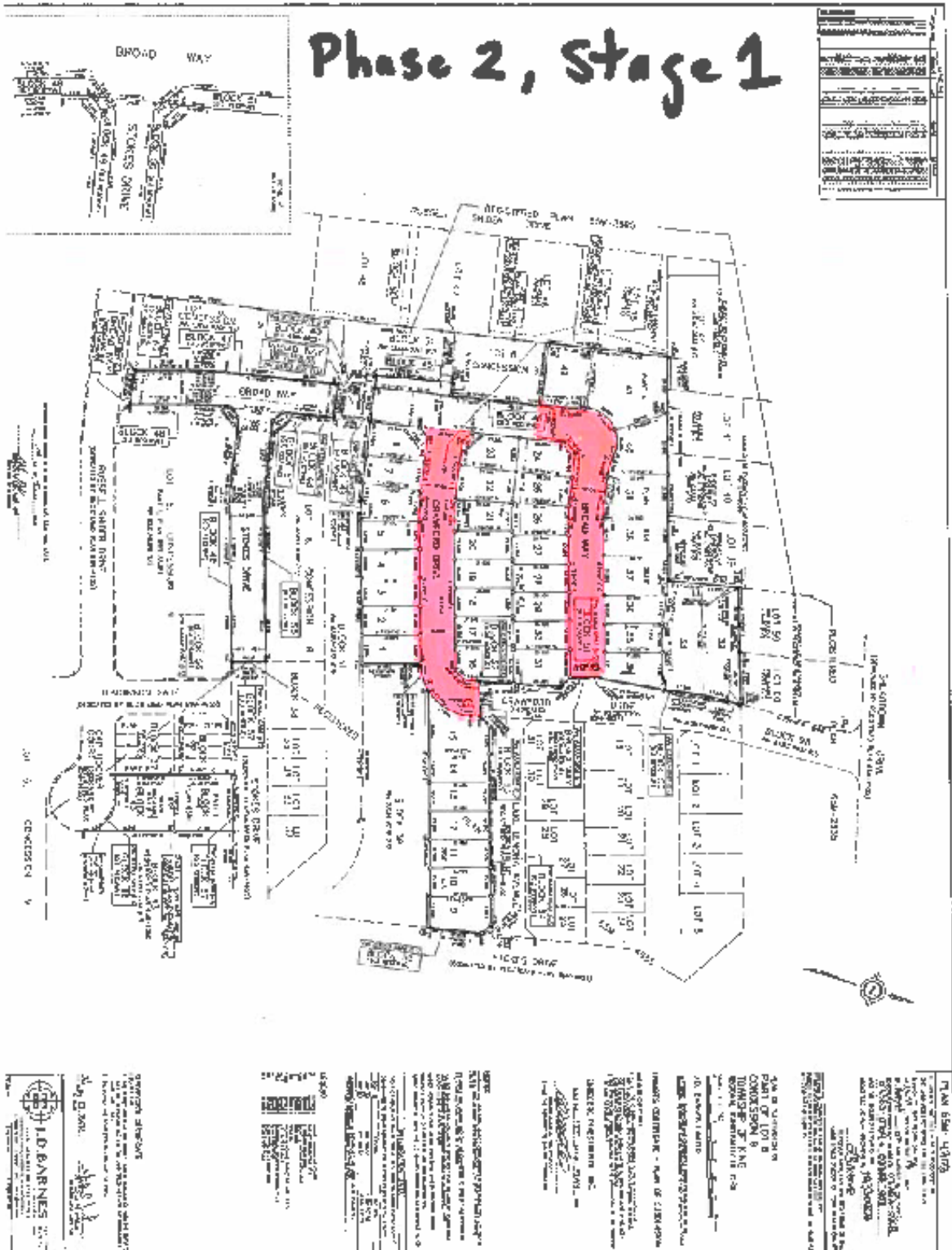
SCHEDULE "F2" - Phase 2 - Stage I

1	Municipal Service (Schedule "E" Phase 2 -Stage I)	\$ 1,513,008.00
2	Security for Occupancy - \$5000 (Section 4.2)	\$ 250,000.00
3	Lot Grading - \$5,000 per lot (Section 2.29)	\$ 250,000.00
	TOTAL AMOUNT OF LETTER OF CREDIT (Phase 2-Stage I)	\$ 2,013,008.00

SCHEDULE "F2" - Phase 2 - Stage II

1	Municipal Service (Schedule "E" Phase 2 -Stage II)	\$ 1,097,558.00
2	Security for Occupancy - \$5000 (Section 4.2)	\$ -
3	Lot Grading - \$5,000 per lot (Section 2.29)	\$ -
	TOTAL AMOUNT OF LETTER OF CREDIT (Phase 2-Stage II)	\$ 1,097,558.00

SCHEDULE "L" – SCHEDULE OF PHASES



SCHEDULE “L” – SCHEDULE OF PHASES (continued)



- *END OF AGREEMENT* -

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