
TOWNSHIP OF KING
SUBDIVISION AMENDING AGREEMENT

DRAFT

TABLE OF CONTENTS

	Page
PART I DEFINITIONS AND BASIS OF AGREEMENT	1
1.1 Recitals and Definitions	1
1.2 Schedules	1
1.3 Exhibits	2
PART II AMENDMENTS	2
2.1 Amendments to the Subdivision Agreement	2
2.2 Interpretation and Purpose	2
PART III ADMINISTRATION	2
3.1 Registration of Agreement.....	2
3.2 Postponement and Subordination	3
3.3 Compliance with all other Governing Laws	3
3.4 No Challenge to Amending Agreement.....	3
3.5 Governing Law	3
3.6 Successors & Assigns	3
SCHEDULE “A” - DESCRIPTION OF THE LANDS	5
SCHEDULE “B” - STAFF REPORT GMS-DEV-2025-003	6
EXHIBIT “A”	7

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 September 24, 2018, pursuant to section 51 of the *Planning Act* in respect of Phase 1 of the Plan of Subdivision, notice of which was registered on title to the Lands as Instrument YR3068152 on February 18, 2020 (the “Subdivision Agreement”);
- III. The Council of the Township, at its Meeting on April 14, 2025 approved the Recommendations in Staff Report GMS-DEV-2025-003 to amend the Via Moto Phase 1 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-2025-003

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.

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)
DELIVERED in the presence of)
)
Authorized to be executed by By-law)
2025-024, passed on the 14th day of)
April, 2025.)

THE CORPORATION OF THE
TOWNSHIP OF KING
Per:

Steve Pellegrini,
Mayor

Denny Timm,
Clerk

Authorized by By-law No. 2025-024

Fandor Homes (Via Moto) Inc.

Name: Domenic Dell’Elce
Authorized Signing Officer

I/We have authority to bind the corporation.

Via Moto – 19T-12K01

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 all of PIN 03353-0230(LT).

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

SCHEDULE "B" - STAFF REPORT GMS-DEV-2025-003

(Insert after Council Approval)

EXHIBIT "A"

**SCHEDULE "E" - ESTIMATED COST OF PHASE 1,
STAGE I AND STAGE II SERVICES**

TOWNSHIP OF KING		
VIA MOTO SUBDIVISION, NOBLETON - PHASE 1- STAGE I		
No.	Item	Cost
1	Watermains-Phase 1-Stage I	\$ 268,900
2	Storm Sewers-Phase 1-Stage I	\$ 819,300
3	Stormwater Management Facility-Phase 1-Stage I	\$ 925,350
4	Sanitary Sewers-Phase 1-Stage I	\$ 220,700
5	Service Connections-Phase 1-Stage I	\$ 170,800
6	Roads - Stage 1 (Base Asphalt)-Phase 1-Stage I	\$ 429,000
7	Roads - Stage 2 (Top Asphalt)-Phase 1-Stage I	\$ 223,300
8	Boulevards and Driveways	\$ 43,000
9	Sidewalks and Walkways-Phase 1-Stage I	\$ 139,500
10	Trees, landscaping and streetscape Phase 1-Stage I	\$ 196,467
11	Parks, including pedestrian bridge-Phase 1-Stage I	\$ 417,080
12	Channel Realignment-Phase 1-Stage I	\$ 146,600
13	Mud and Dust Control-Phase 1-Stage I	\$ 5,000
14	Street Lighting-Phase 1-Stage I	\$ 215,025
15	Fine Lot Grading / Topsoil and Sod -Phase 1-Stage I	\$ 43,000
	Servicing Estimates Phase 1-Stage I-Total:	\$ 4,263,022
	Engineering Contingency (15%)	
	Phase 1-Stage I-Total:	\$ 639,453
	Total (carried to Schedule "F2" Stage I)	\$ 4,902,475

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

Schedule E (continued)

TOWNSHIP OF KING		
VIA MOTO SUBDIVISION, NOBLETON - PHASE 1- STAGE II		
No.	Item	Cost
1	Watermains-Phase 1-Stagell	\$ 115,700
2	Storm Sewers-Phase 1-Stagell	\$ 188,800
3	Stormwater Management Facility-Phase 1-Stagell	\$ 506,350
4	Sanitary Sewers-Phase 1-Stagell	\$ 96,700
5	Service Connections-Phase1-Stagell	\$ 104,700
6	Roads - Stage 1 (Base Asphalt)-Phase1-Stagell	\$ 162,200
7	Roads - Stage 2 (Top Asphalt)-Phase1-Stagell	\$ 91,000
8	Boulevards and Driveways	\$ 43,000
9	Sidewalks and Walkways-Phase1-Stagell	\$ 48,800
10	Trees, landscaping and streetscape Phase1-Stagell	\$ 80,608
14	Street Lighting-Phase1-Stagell	\$ 88,223
	Servicing Estimates Phase 1-Stagell-Total:	\$ 1,481,081
	Engineering Contingency (15%)	
	Phase 1-Stagell-Total:	\$ 222,162
	Total (carried to Schedule "F2" Stage II)	\$ 1,703,243

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

**SCHEDULE "F2" - FINANCIAL OBLIGATIONS
OF THE OWNER LETTER OF CREDIT
PHASE 1, STAGE I & STAGE II**

Phase 1 - Stage I

1	Municipal Service (Schedule "E" Phase 1 -Stage I)	\$ 4,802,475.00
2	Security for Occupancy - \$5000 (Section 4.2)	\$ 215,000.00
3	Lot Grading - \$5,000 per lot (Section 2.29)	\$ 215,000.00
	TOTAL AMOUNT OF LETTER OF CREDIT (Phase 1-Stage I)	\$ 5,332,475.00

Phase 1 - Stage II

1	Municipal Service (Schedule "E" Phase 1 -Stage II)	\$ 1,703,243.00
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 1-Stage II)	\$ 1,703,243.00

SCHEDULE "L" - PHASE 1, STAGE 1 AND STAGE 2



Schedule L-2 - Phase 1, Stage 1

Schedule 7-1 - Phase I, Stage 2



- END OF AGREEMENT -

61997105.3