

**SITE COMPLETION DEPOSIT AGREEMENT FOR SITE PLAN IMPROVEMENTS
(Other Residential, Mixed-Use, and Nonresidential Development –
Cash or Letter of Credit)**

THIS SITE COMPLETION DEPOSIT AGREEMENT FOR SITE PLAN IMPROVEMENTS (OTHER RESIDENTIAL, MIXED-USE, AND NONRESIDENTIAL DEVELOPMENT – CASH OR LETTER OF CREDIT) (the “Agreement”) is entered into on **October 15, 2025**, by and between the Town of Parker, Colorado, a home rule municipal corporation (the “Town”), and Maverik INC., (the “Property Owner”).

RECITALS

WHEREAS, the Parker Municipal Code (the “Code”) requires an individual site plan/Property Owner to comply with the requirements contained in Sections 13.03.040(p) and 13.03.050, which address all improvements that are subject to a site plan approval, which includes landscaping and irrigation improvements, Subsection 13.08.050(b), which concerns soil erosion and sediment control, and Subsection 13.08.130(a)(5), which concerns construction activities and their disruption of rights-of-way, prior to the issuance of a certificate of occupancy (“Site Completion Improvements”);

WHEREAS, due to extreme weather conditions between the months of October and May, a Property Owner may not be able to complete the Site Completion Improvements, which are necessary for the issuance of a certificate of occupancy;

WHEREAS, the Town will issue a temporary certificate of occupancy between the months of October and May, when a Property Owner is not able to complete the Site Completion Improvements because of extreme weather conditions, if the Property Owner agrees to comply with the requirements contained in Subsections 13.03.050(c) and (d) of the Code, including the deposit of the security to guarantee the completion of the Site Completion Improvements and the payment of the administrative fee; and

WHEREAS, the Town and the Property Owner desire to agree upon the form of security for the performance and completion of the Site Completion Improvements for the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”).

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **Site Completion Improvements.** The Site Completion Improvements, as described in the cost estimate attached as **Exhibit B** and incorporated herein by this reference, shall be completed within a reasonable period of time or no later than December 5, 2025 (the “Completion Date”), with the exception of soil erosion and sediment control measures, which shall be installed within a reasonable period of time, at the discretion of the Town's Designated Town Authority, as defined in the Town of Parker Roadway Design and Construction Criteria Manual.

2. Security. In order to secure the performance and completion of the Site Completion Improvements by the Completion Date, the Property Owner shall, upon the execution of this Agreement, submit to the Town cash or a letter of credit, in a form approved by the Town Attorney, in the amount of Eight Thousand Two Hundred and Fifty Dollars (**\$8,250.00**) (the “Security”), together with an administrative fee of One Hundred Dollars (\$100.00) (if cash) or Two Hundred Fifty Dollars (\$250.00) (if letter of credit). The Town may retain the Security until the Site Completion Improvements are completed and the Town issues a final certificate of occupancy for the Property.

3. Remedies. In the event the Property Owner fails to complete the Site Completion Improvements by the Completion Date, the Property Owner acknowledges and agrees that the Town shall have all of the remedies described in Subsection 13.03.050(f) of the Code.

4. Modifications. This Agreement shall not be amended except by subsequent written agreement of the parties.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

6. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Property Owner under this Agreement without the prior written approval of the Town. The Property Owner agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Property Owner under this Agreement.

7. Title and Authority. The Property Owner expressly warrants and represents to the Town that it is the record owner of the Property, and further represents and warrants that the undersigned individual has full power and authority to enter into this Security Agreement. The Property Owner understands that the Town is relying on such representations and warranties in entering into this Agreement.

8. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of page intentionally left blank. Signatures on following page.]

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By:  ON BEHALF OF
JOHN FUSSA
Community Development Director (if applicable)

Date: 10/10/25

PROPERTY OWNER:

By: **Brett Stupp** 
Digitally signed by Brett Stupp
DN: C=US, E=brett.stupp@maverik.com,
O=Maverik, Inc., OU=Construction, CN=Brett Stupp
Reason: I am approving this document
Date: 2025.10.15 16:14:53-05'00'

Brett Stupp, Maverik Construction Manager [Print name/title]

Date: October 15, 2025



PARKER
COLORADO

Cash Register Receipt
Town of Parker

Receipt Number
R34446

DESCRIPTIONS	ACCOUNT	QUANTITY	PAID
PermitTRAK			\$8,250.00
COM23-0215	Address: 9910 DRANSFELDT RD	Apn: 223315200077	\$8,250.00
BUILDING			\$8,250.00
SITE COMPLETION DEPOSIT	901-702-2280-2000		\$8,150.00
SITE COMPLETION FEE	903-101-3400-4180		\$100.00
TOTAL FEES PAID BY RECEIPT: R34446			\$8,250.00

Date Paid: Friday, October 17, 2025

Paid By: Maverik

Pay Method: WIRE TRANSFER 251016188211