

## SETTLEMENT AGREEMENT

OGX Parcel 129: Rehman Family Properties #2, LLC

This Settlement Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2022 between the Utah Transit Authority (“UTA”) the Rehman Family Properties #2, LLC (“Owner”). UTA and Owner are individually each a “Party” and collectively the “Parties.”

### RECITALS

WHEREAS, Owner claims an interest in real property located in Weber County, Utah generally located at 3511 Harrison Blvd. in Ogden, Utah, currently used for a restaurant; and

WHEREAS, UTA is constructing a bus rapid transit project known as OGX (“Project”) to improve mobility and to provide increased public transit in the area; and

WHEREAS, as part of Project, UTA required approximately 1,668 square feet of Owner’s property to widen Harrison Blvd. (“Property”); and

WHEREAS, on or about April 26, 2021, the Parties entered into a Real Estate Purchase Contract for the Property needed for the Project (“Purchase Contract”); and

WHEREAS, UTA paid Owner \$57,600.00 for the Property; and

WHEREAS, the Property closed at First American Title Company on or about July 29, 2021, transferring Property to UTA; and

WHEREAS, a dispute arose over the amount of just compensation after closing; and

WHEREAS, the Parties desire to resolve all claims that have been, or could be, asserted between the Parties hereto (and their affiliates) in this matter.

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, upon the foregoing recitals, which are hereby incorporated into this agreement, hereby agree to the following:

### AGREEMENT

1. Just Compensation. The Parties stipulate to Just Compensation for the Property in the Amount of \$219,600.00. UTA has previously paid Owner \$57,600.00, leaving a balance of ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$162,000.00) (“Settlement Payment”).
2. Release. Upon receipt of the Settlement Payment, the Parties mutually agree to release and forever discharge one another and their employees, affiliates, shareholders, directors, officers, owners, agents, successors, assigns, heirs and legal representatives from any and

all claims, causes of action, demands, obligations, debts, liabilities, contracts, agreements, warranties, representations, damages, losses, costs, expenses and attorney fees, whether in contract, tort, or otherwise, asserted or unasserted, known or unknown, liquidated or unliquidated, which they had, now have, claim to have, or may have had prior to the effective date of this Agreement, arising from or relating in any respect to this dispute.

3. Concurrence. Because the Project includes federal funds, UTA is required to obtain concurrence from the Federal Transit Administration (FTA) for this settlement. In addition, this Agreement requires the approval of the UTA Board of Trustees. The Parties understand and agree that, as a condition precedent to the terms herein, this Agreement is expressly subject to the concurrence of FTA and approval by the UTA Board.
4. Amendment. Any amendment to this Agreement must be in a writing signed by duly authorized representatives of the Parties hereto and stating the intent of the parties to amend this Agreement.
5. Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, assigns, legal representatives, and successors.
6. Interpretation and Fair Construction. This Agreement has been reviewed and approved by each of the Parties, and the Parties have had an equal opportunity to participate in preparing this Agreement. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; and that they have either sought independent counsel or are otherwise agreeing to waive their right to seek independent counsel. Accordingly, in the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any Party.
7. Headings Not Controlling. The paragraph headings included herein are for reference only and are not a part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.
8. Severability. In case any term of this Agreement shall be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement shall not in any way be affected thereby.
9. Waiver of Breach. The failure of any Party hereto to insist upon strict performance of this Agreement, or to exercise any option or right herein conferred, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenant or agreement, but the same shall be and remain in full force and effect.
10. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacity represent and warrant that they have full power and authority to bind their respective corporations, partnerships and/or entities.

11. Non-Disparagement. Owner agrees and covenants not to criticize, denigrate or make any derogatory, negative, or harmful statements, either orally or in writing, at any time about UTA or any of its officers, directors, and employees relating to the acquisition of Property and this settlement.
12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, in the County of Salt Lake.
13. Entire Agreement. This Agreement contains the entire understanding between the Parties in connection with the matter, and it supersedes and replaces all prior negotiations, agreements, or representations between them, whether oral or written.
14. Final Agreement. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Parties hereto, and then any such waiver shall be effective only in the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

//signature page to follow//

## UTAH TRANSIT AUTHORITY

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SPENCER BURGOYNE  
Manager of Property Administration

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MARY DELORETTO  
Chief Service Development Officer

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JAY FOX  
Executive Director

APPROVED AS TO FORM

DocuSigned by:

*Tim Merrill*

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TIMOTHY G. MERRILL  
Assistant Attorney General  
Counsel to UTA

**REHMAN FAMILY PROPERTIES #2, LLC**


\_\_\_\_\_  
SAFI REHMAN

STATE OF UTAH )  
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 ) :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared before me Safi Rehman, owner of Rehman Family Properties #2, LLC, whose identity was proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that he has authority to execute this document on behalf of said entity, and that indeed he did execute this document on behalf of said entity.

\_\_\_\_\_  
NOTARY PUBLIC

**REHMAN FAMILY PROPERTIES #2, LLC**

  
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SAFI REHMAN

STATE OF UTAH )  
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COUNTY OF Weber )

On the 17<sup>th</sup> day of September, 2022 personally appeared before me Safi Rehman, owner of Rehman Family Properties #2, LLC, whose identity was proved to me on the basis of satisfactory evidence, and who by me duly sworn, did say that he has authority to execute this document on behalf of said entity, and that indeed he did execute this document on behalf of said entity.



  
\_\_\_\_\_  
NOTARY PUBLIC