

CANCELLATION AGREEMENT

Project: Midland Drive Corridor Preservation

This Cancellation Agreement ("Agreement") is entered into by and between the County of Weber, Utah (the "County") and West Haven City (the "City"), individually referred to as "Party" and jointly referred to as "Parties."

WHEREAS, the County and City entered into a Funding Agreement (Contract No. 2021-429) on March 16, 2021, for the Midland Drive Project ("Project"); and

WHEREAS, the City has not expended the funds allocated for the Project, and due to changes in Project priorities, both Parties agree that the Project will not move forward as originally planned; and

WHEREAS, the City has voluntarily agreed to relinquish the funds allocated to the Project as a condition of the amendment to the 2700 West Project funding; and

WHEREAS, both Parties desire to formally cancel the Funding Agreement and confirm that no funds have been disbursed under the Funding Agreement; and

WHEREAS, the Weber Area Council of Governments (WACOG) awarded the City additional funding for the 2700 West project on March 4, 2025, contingent upon the City's return of all unexpended Corridor Preservation Funds from the Midland Drive Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the City agree as follows:

1. CANCELLATION OF AGREEMENT.

The County and the City mutually agree that the Funding Agreement (Contract No. 2021-429) for the Midland Drive Project is hereby canceled.

2. RETURN OF FUNDS.

The City confirms that no funds have been expended under the original Funding Agreement, and any allocated but unused funds shall be returned to the County for reallocation in accordance with WACOG policies.

3. NO FURTHER OBLIGATION.

Upon execution of this Agreement, neither party shall have any further obligations under the Funding Agreement, and this Agreement shall serve as the final documentation of the Project's cancellation.

4. EFFECTIVE DATE.

This Agreement shall be effective as of the date last signed by the Parties.

5. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the City represent that one or both of them has the authority to execute this Agreement and to bind the City to its terms.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Sharon A. Bolos, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

WEST HAVEN CITY

By  _____

Name/Title: SHAWN WARNICK, CITY MANAGER

Date 5/8/2025

ATTEST:

Name/Title: _____