

**Norway Lutheran Church (Muskego)  
Roof Repair Project Agreement,  
Luther Seminary Campus**

This agreement for the Norway Lutheran Church (also known as “Muskego Church”) Roof Repair Project (the Project) is made and entered into as of September \_\_\_\_, 2017, by and between Luther Seminary (Seminary) and Zvago Cooperative at St. Anthony Park (Zvago).

WHEREAS, Seminary owns Muskego Church, a building listed on the National Register of Historic Places.

WHEREAS, Zvago intends to build a cooperative housing project on land formerly owned by Seminary, near Muskego Church.

WHEREAS, Zvago has agreed to contribute \$10,000 (the Contribution) to Seminary for repair work on Muskego, in connection with Stipulation VI of that certain Memorandum of Agreement (MOA) between the U.S. Department of Housing and Urban Development (HUD) and the Minnesota State Historic Preservation Office (SHPO) regarding construction of the Zvago Saint Anthony Park Senior Cooperative Development in Saint Paul.

WHEREAS, Seminary is willing to accept the Contribution from Zvago and complete repair work, as described herein.

NOW, THEREFORE, Seminary and Zvago hereby agree to the following:

1. Zvago will remit the Contribution to Seminary within 30 days following the effective date of this agreement, with use of such funds restricted to the Project.
2. The Project will be based upon a “Beam Repair” drawing dated April 7, 2016, prepared by LSEngineers, Le Sueur, or other mutually agreed-upon scope of work. Before construction for the Project begins, Seminary will submit a work scope and drawing(s) to Zvago for its approval. Zvago is authorized to provide this information to HUD, which will submit a hard copy to the SHPO. (NOTE: All submittals to SHPO must be hard copies; email submittals are not sufficient.) Zvago may withhold its approval if SHPO and/or HUD reasonably determine that the project does not meet Zvago’s obligations under the MOA.
3. Work scope and plans for the Project will meet the applicable Secretary of the Interior’s Standards for Rehabilitation and will be monitored by a historic architect meeting the Secretary of the Interior’s Professional Qualifications Standards.
4. The estimated cost of the Beam Repair project was \$9,600 in 2016; an updated cost will be determined as part of the scope of work. If the anticipated Project budget exceeds \$10,000 but is less than \$12,000, Seminary will fund the difference using other funds. If the anticipated Project budget exceeds \$12,000, Seminary reserves the right not to

proceed with the Project, but work in good faith with Zvago to define an alternative project scope costing \$12,000 or less that will enable Zvago to meet its obligations under the MOA. HUD will be responsible for the completing the process of amending the MOA per Stipulation XIII to allow implementation of the alternative project scope.

5. Seminary agrees to make a good faith effort to begin construction on the Project by June 1, 2018, and to complete work by December 31, 2018.
6. Within 30 days of the Project's completion, Seminary will submit a report documenting the completed work to Zvago. Zvago will provide a copy of the report to HUD, which will distribute it as required in the MOA.
7. All notices to be given in connection with this agreement shall be in writing and delivered personally, sent by email or sent by a nationally recognized overnight courier service or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seminary:           Luther Seminary  
                                  2481 Como Avenue  
                                  St. Paul, Minnesota 55108  
                                  Attention: Michael Morrow  
                                  Email: [mmorrow001@luthersem.edu](mailto:mmorrow001@luthersem.edu)

If to Zvago:                c/o Zvago Cooperative at St. Anthony Park  
                                  3530 Lexington Avenue North  
                                  Shoreview, MN 55126  
                                  Attention: Dena Meyer, Vice President  
                                  Email: [DenaMeyer@ecumen.org](mailto:DenaMeyer@ecumen.org)

8. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF INCOME, PROFITS OR SAVINGS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF THE OTHER PARTY OR THIRD PARTIES, EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF OR COULD FORESEE THESE DAMAGES. THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT ZVAGO HAS CONTRIBUTED TO SEMINARY FOR THE PROJECT.
9. This agreement is intended solely for the benefit of Zvago and Seminary. This agreement will not and is not intended to confer third-party beneficiary rights upon any person or entity, including but not limited to SHPO and HUD.

**LUTHER SEMINARY**

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By (printed): \_\_\_\_\_  
Its: \_\_\_\_\_

**ZVAGO COOPERATIVE AT ST. ANTHONY PARK**

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By (printed): \_\_\_\_\_  
Its: \_\_\_\_\_