

**MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING
CONSTRUCTION OF THE ZVAGO SAINT ANTHONY PARK
SENIOR COOPERATIVE DEVELOPMENT
SAINT PAUL, RAMSEY COUNTY, MINNESOTA**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is considering providing mortgage insurance under the 213 Program to Zvago Cooperative at St. Anthony Park, a Minnesota cooperative corporation (Developer), for the construction of the Zvago Saint Anthony Park Senior Cooperative Development (Project), located at 2251 Luther Place in Saint Paul; and

WHEREAS, HUD has determined that the Project is a federal undertaking and therefore subject to the requirements of Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) [54 U.S.C. § 306108 et seq] and its implementing regulations 36 CFR 800, and 24 CFR Part 50 of HUD's environmental regulations, and

WHEREAS, HUD, in consultation with the Minnesota State Historic Preservation Office (SHPO), has defined the Area of Potential Effects (APE) for the Project as shown on Attachment A; and

WHEREAS, HUD, in consultation with the SHPO, has identified the United Church Seminary (also known as "Bockman Hall") and Norway Lutheran Church (also known as "Muskego Church"), both historic properties which are listed in the National Register of Historic Places (NRHP) as being located within the APE for the Project; and

WHEREAS, HUD has determined, and the SHPO has concurred, that the Luther Seminary Upper Campus Historic District (Upper Campus), including historic landscape elements, is a historic property eligible for listing in the NRHP and is located within the APE for the Project; and

WHEREAS, HUD invited the following federally-recognized Indian tribes to consult on the Project, Apache Tribe of Oklahoma, Cheyenne and Arapaho Tribes Oklahoma, Iowa Tribe of Kansas, Nebraska Flandreau Santee Sioux Tribe of South Dakota, Lower Sioux Indian Community in the State of Minnesota, Prairie Island Indian Community in the State of Minnesota, Santee Sioux Nation of Nebraska, Upper Sioux Community of Minnesota, Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, Menominee Indian Tribe of Wisconsin and none responded or expressed any concerns; and

WHEREAS, following completion of a Phase 1 Archeological survey by an archeologist who meets the Secretary of the Interior's Professional Qualifications, and in consultation with SHPO, HUD has determined in that there is little potential for significant pre-contact archaeological resources within the APE, but archeological resources related to the historic context of the Upper

Campus may exist and therefore HUD has included provisions for completing additional archaeological survey as stipulated in this Memorandum of Agreement (Agreement); and

WHEREAS, the Project includes the demolition of three (3) contributing historic residential properties in the eligible Luther Seminary Upper Campus Historic District (Upper Campus): 2375 Como Avenue West (“House 18”); 2245 Luther Place (“House 19”); and 2235 Luther Place (“House 21”); and changes to the historic Upper Campus landscape features including trees and the campus lawn; and

WHEREAS, HUD has determined, and the SHPO has concurred, that the Project, which includes these demolitions and other potential direct and indirect effects to the Upper Campus, the Muskego Church and Bockman Hall, will have an Adverse Effect on historic properties and these adverse effects cannot be avoided; and

WHEREAS, HUD has notified the Advisory Council on Historic Preservation (ACHP) of the Project’s Adverse Effect in accordance with 36 CFR § 800.6(a)(1), and has provided the documentation specified in 36 CFR § 800.11(e) and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, HUD consulted with the public through an on-site meeting and a publicly available website about the Project and has taken into account public comments on the identification of historic properties and evaluation and resolution of adverse effects in the Project; and

WHEREAS, HUD consulted with the Preservation Alliance of Minnesota, Minnesota Chapter of the Society of Architectural Historians, Saint Paul Heritage Preservation Commission, Saint Anthony Park Community Council, and Luther Seminary regarding the identification of historic properties and evaluation of effects of the undertaking on historic properties and has invited them to sign this Agreement as Concurring Parties; and

WHEREAS, the Developer has responsibilities under this Agreement and is an Invited Signatory to this Agreement; and

WHEREAS, the Developer modified the design of the Project to respond to consulting party comments about landscape impacts and the compatibility of the Project with the neighborhood in order to minimize the effects of the Project; and

WHEREAS, the Project will be constructed in accordance with architectural and civil plans dated June 23, 2017; and

WHEREAS, if the architectural and civil plans change, the Developer will inform HUD and HUD will afford the parties to this Agreement the opportunity to review the proposed change(s) and determine whether the change(s) shall require that this Agreement be amended. If one or more such party determines that an amendment is needed, the parties to this Agreement shall consult in accordance with Stipulation XIII to consider such an amendment.

WHEREAS, HUD determined that relocation of Houses 18,19 and 21 was not feasible based on the report entitled “Luther Seminary House Moving Feasibility Report,” prepared by Jim Dowds, Prima Land, dated October 21, 2016; and

NOW THEREFORE, HUD and the SHPO agree that the following stipulations are appropriate in order to resolve adverse effects of the undertaking on historic properties.

STIPULATIONS

HUD shall ensure that the following stipulations are satisfactorily completed.

I. Historic Property Documentation

Prior to commencement of any Project-related site work, demolition or construction, the Developer shall retain a qualified Historic Preservation professional to document Houses 18, 19 and 21 and the Upper Campus landscape in accordance with Historic American Building Survey (HABS) and Historic American Landscape Survey (HALS) Level II standards and guidelines for photographic documentation. HABS and HALS documentation shall be prepared in accordance with the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*. Final, original documentation sets shall be submitted to both the National Park Service (NPS) and the SHPO.

- A. The Developer shall consult with the NPS Midwest Regional Office to determine the scope, content, and format of each documentation effort.
- B. Following the above determination by NPS, HUD shall direct the Developer, and the Developer shall prepare and submit draft HABS and HALS documentation to NPS for review and approval. Upon acceptance of the documentation by NPS, the Developer shall submit final archival HABS/HALS documentation sets to both the NPS and the SHPO. Paper and electronic versions of the HABS/HALS documentation shall be submitted to Concurring Parties, the Saint Paul Heritage Preservation Commission, the Ramsey County Historical Society, the Saint Paul Public Library, and Vesterheim, the Norwegian American Museum in Decorah, Iowa.
- C. Following formal acceptance of final HABS/HALS documentation by the NPS, HUD shall notify the Developer, SHPO and Concurring Parties in writing that the above requirements for this stipulation have been satisfied.

II. Public Education

- A. Within six (6) months of execution of this agreement, the Developer, in consultation with HUD, the SHPO, and Concurring Parties, shall develop and implement a plan for public interpretation (Plan) of the Upper Campus including the buildings and landscape features adversely affected by the Project. The Plan may include three (3) permanent, outdoor interpretive panels or a small indoor exhibit installed at an appropriate venue and shall include provisions for conveying interpretation to the public.

The Plan shall include details pertaining to format and type of interpretive materials, schedule for development and implementation, ownership of interpretive materials,

appropriate display venue(s), accessibility of interpretive information to the public, and other aspects as determined through consultation.

- B. The Developer shall submit the draft Plan to HUD for review and coordination with the SHPO and Concurring Parties. When determined by HUD to be sufficient, HUD shall submit draft Plan to the SHPO and Concurring Parties for review and comment. The SHPO and Concurring Parties shall provide any comments on the draft Plan to HUD within thirty (30) days from receipt.
- C. HUD shall consider and incorporate, as feasible, any comments and recommendations made by the SHPO and Consulting Parties, into the Developer's preparation of the final Plan.
- D. The Developer shall prepare the final Plan in accordance with HUD's recommendations on the draft Plan, and submit the final Plan to HUD for review and coordination with SHPO. HUD shall submit the approved final Plan to SHPO for a thirty (30) day review and concurrence. If the SHPO does not concur with the final Plan, it shall provide written comment pertaining to disagreement and the matter shall be resolved according to Stipulation XI of this Agreement.
- E. The Plan will be considered final upon written notification from HUD to the Developer.
- F. The Developer shall implement the Plan and complete and install the public education interpretive materials within six (6) months following the notification in E. A final report on the Plan's implementation shall be prepared by the Developer and submitted to all parties of this Agreement for their records.

III. Salvage and Curation

- A. Prior to commencement of any Project-related site work, demolition, or construction activities, the Developer, in conjunction with the Luther Seminary and Luther Seminary's Archivist, shall identify, carefully remove, and safely store materials of historical and architectural value from Houses 18, 19, and 21. These materials shall include features that are attributed to master woodcarver Erik Kristian Johnsen in House 21. The Johnsen materials shall be secured, accessioned, and curated by Luther Seminary according to the guidelines in Attachment B of this Agreement.
- B. Following completion of salvage, accessioning, and curation processes, the Developer shall submit a final report to HUD summarizing the removal efforts, completion of curation, and accessibility of the materials. HUD shall distribute the report to SHPO and the parties to this Agreement for their records.

IV. Construction Protection Plan

- A. Prior to the commencement of any Project-related construction, demolition, or site disturbance, the Developer will develop, in consultation with the SHPO, and implement a Construction Protection Plan (Plan) to safeguard adjacent historic

- properties and landscape features within the Upper Campus from inadvertent damage during Project construction. The Plan will include input from an historical architect on how to best protect Muskego Church. The Plan shall detail measures for monitoring and protection of historic properties during Project construction as well as address issues related to ground-borne vibrations caused by Project construction in an effort to avoid additional adverse effects to Muskego Church and historic landscape features within the Upper Campus. Once finalized, the Developer shall include the Plan within appropriate contract construction documents in order to inform contractors of their responsibilities for protection of historic properties.
- B. The Plan shall include inspection and documentation of existing conditions for Muskego Church and establishment of specific protection measures (for example: fencing, marking trees, etc). The Plan shall include appropriate provisions for managing and remediating any construction vibrations which have the potential to affect historic buildings.
 - C. A Draft Plan shall be prepared by the Developer, and submitted to HUD for coordination with SHPO and concurring parties as appropriate.
 - D. HUD shall consider and incorporate, as feasible, any comments and recommendations made by the SHPO and Consulting Parties, into the Developer's preparation of the final Plan.
 - E. The Developer shall prepare the final Plan in accordance with HUD's recommendations on the draft Plan, and submit the final Plan to HUD for review and coordination with SHPO. HUD shall submit the approved final Plan to SHPO for a thirty (30) day review and concurrence. If the SHPO does not concur with the final Plan, it shall provide written comment pertaining to disagreement and the matter shall be resolved according to Stipulation XI of this Agreement.
 - F. The Plan will be considered final upon written notification from HUD to the Developer.

V. Archeological Survey

- A. Prior to commencement of any ground-disturbing construction activities associated with the Project, an archaeological field survey (Survey) shall be completed by an archaeologist who meets the Secretary of the Interior's *Professional Qualifications Standards* for historic archaeology (as per 36 CFR § 61), as contracted by the Developer.
- B. The Survey shall include, at a minimum, a Phase I reconnaissance-level survey, and Phase II intensive-level survey for any properties identified which warrant evaluation under National Register of Historic Places criteria, and shall be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation and the *SHPO Manual for Archaeological Projects in Minnesota* (July 2005).

- C. The final Survey report shall be submitted by HUD, with determinations pertaining to identification of any archaeological historic properties, if any, and findings of effect to the SHPO for review and concurrence pursuant to 36 CFR 800.4(d)(1), 36 CFR 800.5(d)(1) or 36 CFR 800.5(d)(2):
1. If there are no additional historic properties identified as a result of the Survey, or if there are additional historic properties identified but they will not be affected by the Project, HUD shall make a finding of “no additional historic properties affected” and submit this finding with appropriate documentation pursuant to 36 CFR 800.11(d) to the SHPO for review and comment.
 2. If additional historic properties are identified as a result of the Survey, HUD shall assess adverse effects and either make a determination of “no adverse effect” or “adverse effect” and submit this finding, with appropriate documentation pursuant to 36 CFR 800.11(e) to SHPO for review and comment.
 3. If HUD makes a determination of “adverse effect” and the SHPO concurs, HUD shall follow 36 CFR 800.6 to resolve adverse effects. If adverse effects cannot be avoided, then HUD shall develop, in consultation with SHPO, and other consulting parties, as appropriate, a mitigation plan to address appropriate mitigation for the adverse effect.

VI. Preservation of Muskego Church

As provided in Attachment C of this Agreement, the Developer will contribute \$10,000 to the Luther Seminary to fund repairs to the roof structure, one of the top preservation priorities identified in the Historic Structures Report for the Muskego Church. The work will be undertaken in conformance with a proposal from LS Engineers dated April 7, 2016. The Developer will hire a historic architect to oversee the work. Prior to implementation, the Developer will provide HUD and SHPO with an opportunity to review and comment on the proposal and concur that the proposed work meets the Secretary of the Interior’s Standards for Rehabilitation. If the SHPO does not concur, the Developer will request HUD to consult with the parties to resolve the issue. Once approved, the work will be completed no later than December 31, 2018. The Developer shall submit a report to HUD when the work is complete and HUD shall distribute the report to SHPO and the parties to this Agreement.

VII. Updated Local Landmark Designation Study for Muskego Church

The Developer will contract with an architectural historian who meets the Secretary of the Interior’s Professional Qualifications Standards to prepare an updated Designation Study for Muskego Church that meets the standards of the St Paul Heritage Commission. The Developer will submit the Study to the St. Paul Heritage Preservation Commission and provide digital and/or photocopies of the Study to SHPO, the Ramsey County Historical Society and the Saint Paul Public Library.

VIII. Updated National Register of Historic Places Nomination for Muskego Church

- A. The Developer, in consultation with SHPO, shall have a qualified consultant prepare an updated NRHP nomination form, in conformance with the current guidelines of the NPS, for the Norway Lutheran Church (Muskego). The nomination shall be prepared by a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and/or architectural history, and who has successfully completed previous NRHP nominations.
- B. The Developer shall prepare the draft NRHP nomination form and submit it to SHPO for review. SHPO shall have sixty (60) calendar days to provide comments. The final NRHP nomination form shall incorporate any recommendations made by SHPO. As needed, multiple drafts may be required and SHPO shall have thirty (30) calendar days to provide comments on each subsequent draft.

IX. Standards

All work carried out pursuant to this Agreement will meet the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* (SOI's Standards) and appropriate SHPO guidelines. All activities carried out pursuant to this Agreement will be done by, or under the direct supervision of, historic preservation professionals who meet the Secretary of the Interior's *Professional Qualifications Standards* (36 CFR Part 61) in the appropriate field.

X. Post-Review Discoveries

- A. If previously unidentified historic properties, including archaeological sites, or unanticipated effects to known historic properties are discovered during Project activities, the Developer shall immediately halt all Project construction activities within a one hundred (100) foot radius of the discovery, notify HUD of the discovery, and implement interim measures to protect the discovery from looting and vandalism.
- B. Immediately upon receipt of the notification required in above, the Developer and HUD shall inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted, clearly mark the area of discovery, implement additional measures, as appropriate, to protect the discovery from looting and vandalism, and notify the SHPO of the discovery and measures taken to protect known or potential historic properties.
- C. If the discovery is a previously unidentified, potential historic property, HUD, in consultation with SHPO, and others as appropriate, shall follow procedures to evaluate potential historic property per 36 CFR 800.4, and either determine that "no additional historic properties are affected" or, if a newly discovered historic property is potentially affected, assess adverse effects and make determinations of effect per 36 CFR 800.5.

- D. If the discovery involves unanticipated effects to known historic properties, HUD, in consultation with SHPO, the HPC if applicable, and other consulting parties, shall design and implement a plan for avoiding, minimizing, or mitigating any further adverse effects prior to resuming Project activities in the area of discovery.
- E. Treatment of Human Remains
1. If an inadvertent discovery contains human remains, the Developer shall immediately halt all construction activities, notify the Ramsey County Sheriff, Office of the State Archaeologist (OSA), HUD and descendant communities including Indian tribes to comply with provisions of Stipulation II.A above and Minnesota Statute 307.08.
 2. Suspected human remains shall not be further disturbed or removed until disposition has been determined by the OSA consistent with the *Procedures for Implementing Minnesota's Private Cemeteries Act* (Anfinson 2008).
 3. At all time the human remains must be treated with the utmost dignity and respect, and in a manner consistent with the ACHP's *Policy Statement on the Treatment of Human Remains, Burial Sites, and Funerary Objects* (February 23, 2007).
- F. The Developer shall ensure that the requirements established in are incorporated into all appropriate construction contracts.

XI. Dispute Resolution

- A. Should any party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, HUD shall consult with such party to resolve the objection. If HUD determines that such objection cannot be resolved, HUD will:
1. Forward all documentation relevant to the dispute, including HUD's proposed resolution, to the ACHP. The ACHP shall provide HUD with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HUD shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. HUD will then proceed according to its final decision.
 2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, HUD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HUD shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the ACHP with a copy of such written response.

3. The responsibility of the parties to this Agreement to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

XII. Review of Public Objections

At any time during the implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, HUD shall take the objection into account and consult as needed with the objecting party and the SHPO, or the ACHP to resolve the objection.

XIII. Amendments

Any Signatory party to this Agreement may propose that the Agreement be amended, whereupon the parties to this Agreement shall consider such an amendment. The regulations at 36 CFR § 800 shall govern the execution of the amendment.

XIV. Termination

Any Signatory party to this Agreement may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

XV. Duration

This Agreement will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, HUD may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation XIII above.

XVI. Status of Concurring Parties

The Concurring Parties are signing the Agreement pursuant to 36 CFR 800.(c)(3) and do not have the rights to amend or terminate this Agreement. Their signature shows that they are familiar with the terms of the Agreement and do not object to it. Nothing in the Agreement shall be construed to affect any rights of any Concurring Party in any manner. Any obligation affecting a Concurring Party must be contained in a separate document, properly executed by that Concurring Party in its sole discretion.

Execution of this Agreement by HUD, the SHPO, and the Developer and satisfaction of its terms evidence that HUD has taken into account the effects of the undertaking on historic properties pursuant to Section 106 of the National Historic Preservation Act and afforded the ACHP an opportunity to comment.

SIGNATORIES

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____ Date _____
[Name and title]

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date _____
Ms. Amy H. Spong, Deputy State Historic Preservation Officer

INVITED SIGNATORIES

ZVAGO COOPERATIVE AT ST. ANTHONY PARK

By: _____ Date _____
[Name and title]

CONCURRING PARTIES

LUTHER SEMINARY

By: _____ Date _____
[Name and title]

PRESERVATION ALLIANCE OF MINNESOTA

By: _____ Date _____
[Name and title]

MINNESOTA CHAPTER OF THE SOCIETY OF ARCHITECTURAL HISTORIANS

By: _____ Date _____
[Name and title]

SAINT PAUL HERITAGE PRESERVATION COMMISSION

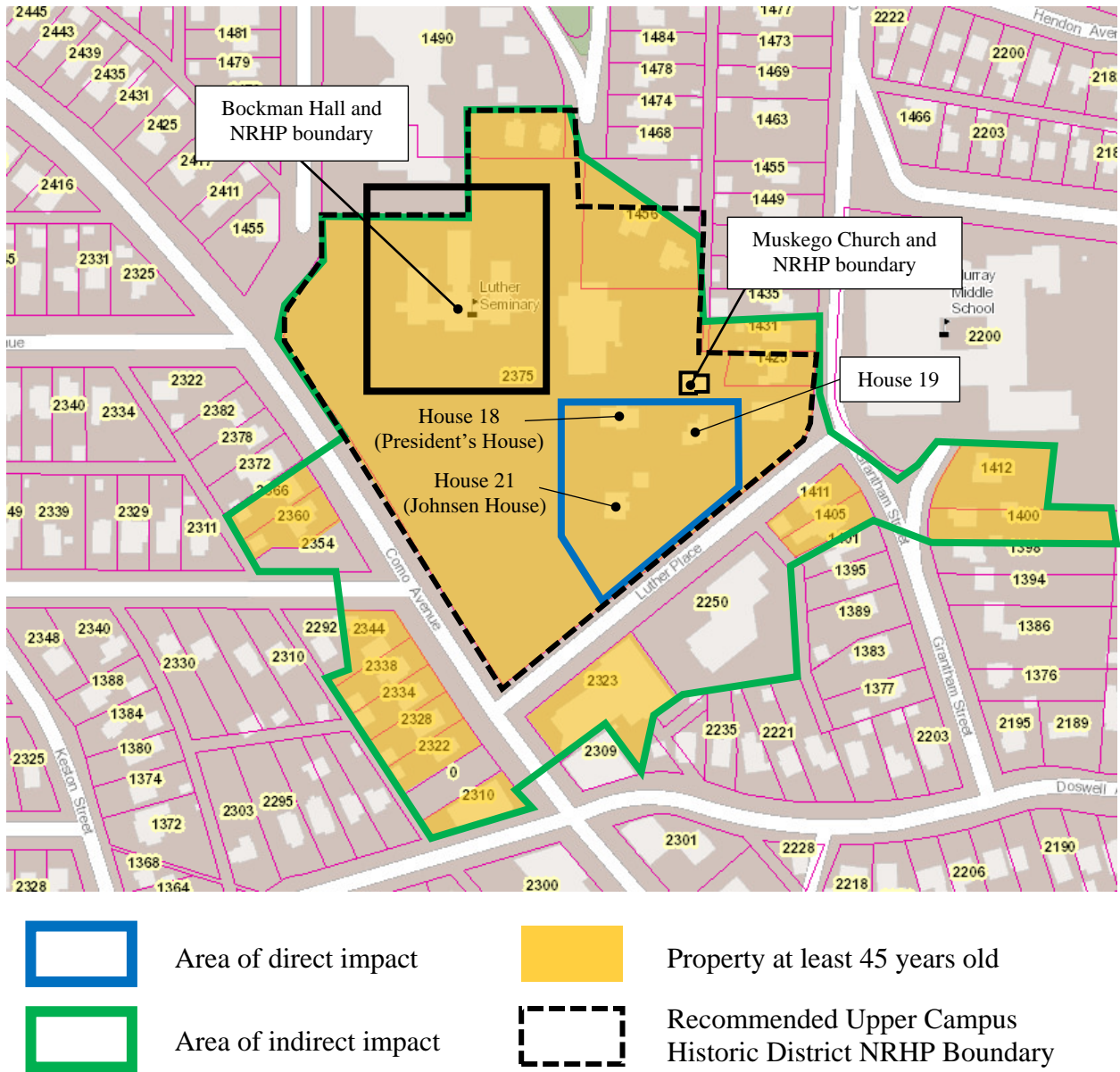
By: _____ Date _____
[Name and title]

SAINT ANTHONY PARK COMMUNITY COUNCIL

By: _____ Date _____
[Name and title]

ATTACHMENT A

Area of Potential Effects for the Zvago Saint Anthony Park Senior Cooperative



ATTACHMENT B

Curation/Education Guidelines for Architectural Features Attributed to Master Woodcarver Erik Kristian Johnsen Salvaged from House 21, Luther Seminary Campus

This document has been prepared in response to Stipulation III of the Memorandum of Agreement (MOA) between the U.S. Department of Housing and Urban Development (HUD) and the Minnesota State Historic Preservation Office regarding construction of the Zvago Saint Anthony Park Senior Cooperative Development in Saint Paul. The MOA was executed in September 2017. The document has been submitted by the developer, the Zvago Cooperative at St. Anthony Park, to HUD for distribution to parties to the MOA.

Curation

1. Prior to commencement of site work, demolition, or construction activities for the Zvago project, the Developer, in conjunction with Luther Seminary, will identify and carefully remove architectural features attributed to master woodcarver Erik Kristian Johnsen from House 21.
2. The salvaged items will be placed in secure, climate-controlled storage in the Luther Seminary Archives for processing.
3. A curator who meets the Academy of Certified Archivists standards will complete the accessioning process. This will include:
 - a. Documenting the as-is condition of each artifact with notes and photographs, noting conditions that should be addressed by a conservator prior to permanent curation.
 - b. Affixing an inventory number to each artifact.
 - c. Completing an inventory sheet incorporating information from 3.a. and 3.b.
 - d. Logging each artifact into Luther Seminary's collections descriptive database, Past Perfect.
 - e. Completing any necessary conservation treatments prior to archival storage.
 - f. Identifying appropriate archival materials for safeguarding artifacts for curation.
 - g. Placing artifacts in secure location for curation and storage.
 - h. Identify safe public spaces for display of the artifacts (see Education section below).

Education

1. A selection of the artifacts will be exhibited, with appropriate interpretation, for at least one week per year. The exhibit will be in a location that is secure and generally accessible to the public (e.g., the Luther Seminary Library). A notice about the exhibit will be sent to a local newspaper (e.g., the *Park Bugle*) four weeks in advance of the exhibit's opening. Additional online publicity of the showing will be provided through Luther Seminary's communications and marketing department.
2. The artifacts will be available for examination by scholars and the general public at the Luther Seminary Library upon written request to the curator.

ATTACHMENT C

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

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

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

By (printed): _____

Its: _____

ZVAGO COOPERATIVE AT ST. ANTHONY PARK

By (printed): _____

Its: _____