

AGREEMENT BETWEEN MINNEAPOLIS PARK AND RECREATION BOARD AND MINNEAPOLIS
COMMUNITY CLAY COURTS FOR FUNDRAISING FOR, IMPLEMENTATION OF, AND DONATION OF
CLAY-SURFACED TENNIS COURTS AT EAST 46TH STREET AND SOUTH 32ND AVENUE IN
MINNEAPOLIS, WITHIN MINNEHAHA PARKWAY REGIONAL TRAIL

This Agreement is entered into as of _____, 2026 by and between the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of the state of Minnesota (MPRB), and Minneapolis Community Clay Courts ("MCCC"), a Minnesota non-profit operating as a 501(c)(3) organization.

Recitals

Whereas, The Minneapolis Park and Recreation Board (MPRB) is owner of a fee simple interest in lands within the corridor of Minnehaha Creek known as Minnehaha Parkway Regional Trail, including lands in the Ericsson neighborhood of the City of Minneapolis, Minnesota;

Whereas, The vision plan for Minnehaha Parkway Regional Trail, adopted on November 18th, 2020, envisions the preservation of tennis courts in Segment 4 near East 46th Street, of which improvements have started by MPRB with the removal of the surface, which was in poor condition;

Whereas, Several courts in the area have been recently reconstructed or are slated for reconstruction as part of a vision across multiple parks to provide a high quality, varied, and trail-connected racket sports experience in this part of Minneapolis, which includes pickleball-only courts (Nokomis Recreation Center), tennis-only courts (across from Nokomis Recreation Center), and combination tennis/pickleball courts (Bloomington Avenue);

Whereas, MCCC and MPRB in partnership implemented and maintain clay-surfaced tennis courts at Waveland Triangle in southwest Minneapolis, which were the first public clay courts in the Midwest and are extremely popular;

Whereas, MCCC and MPRB wish to implement additional clay courts in other city locations, to support, perpetuate, and enhance variety in and access to the sport of tennis;

Whereas, MCCC is willing to raise funds to accelerate the implementation of a new bank of clay courts at East 46th Street and South 32nd Avenue in the Minneapolis park system and is interested in supporting MPRB's maintenance of the new bank of clay-surfaced tennis courts through its membership for a period of up to ten years;

Whereas, MPRB does not currently possess necessary financial resources sufficient to implement or maintain clay-surfaced tennis courts without support from outside sources;

Whereas, MCCC and MPRB entered into a Memorandum of Understanding to collaboratively implement clay-surfaced tennis courts at East 46th Street and South 32nd Avenue in 2024 (Resolution 2024-20) and agree that a proper and expedient next course of action is the creation of a Donation Agreement wherein MCCC would be given authority to raise funds,

prepare plans, and assist in significantly implementing a bank of two clay-surfaced tennis courts at East 46th Street and 32nd Avenue within Minnehaha Parkway Regional Trail (“Clay Courts”);

Whereas, MCCC would pursue and complete the implementation of components of the Clay Courts as described generally in Exhibit A and would provide support for the performance of regular maintenance at no cost to MPRB of the Clay Courts through amendment of the existing Stewardship Agreement related to Waveland Triangle;

Whereas, the MPRB would pursue and complete the implementation of components of the Clay Courts as generally described in Exhibit A and would provide surfacing materials to MCCC sufficient to maintain the clay-surfaced tennis courts and in accordance with the terms of an amended Stewardship Agreement related to Waveland Triangle; and

Whereas, MCCC would donate the Clay Courts upon completion of work, at which point the amended Stewardship Agreement would become active.

Therefore, be it RESOLVED that STCF and MPRB agree to the following terms of a Donation Agreement.

Section 1 Definitions

- 1.01** Commencement Date means the date on which MCCC shall begin the actual construction of the Donation within Minnehaha Parkway Regional Trail.
- 1.02** Completion Date means the date upon which MCCC has completed the Donation including the discharge of any liens resulting from its activities within Minnehaha Parkway Regional Trail and the demonstration to MPRB of full and proper care for the Donation.
- 1.03** Donation means work undertaken by MCCC to implement two clay-surfaced tennis courts at Minnehaha Parkway Regional Trail.
- 1.04** Effective Date means the date first written above.
- 1.05** Force Majeure means labor or material shortages, work stoppages, strikes or Acts of God.
- 1.06** Fundraising means those activities, including advertising, solicitation and collection and safekeeping of funds undertaken by MCCC to secure funds necessary to facilitate the Donation.
- 1.07** Park Board Improvements means those improvements necessary to support the Donation and as further identified in Exhibit A.
- 1.08** Party or Parties means MPRB and/or MCCC.
- 1.09** Plans means any studies, reports, designs, specifications, and construction documents related to the clay-surfaced tennis courts proposed to be implemented at Minnehaha Parkway Regional Trail which have been approved by the Board of Commissioners of MPRB.

- 1.10** Property means areas within Minnehaha Parkway Regional Trail impacted by work related to the Donation and under the control of MCCC, its agents, employees, contractors, subcontractors or others reporting directly to MCCC during the term of the Agreement, with the boundary of such areas indicated in the Plans.
- 1.11** Utilities means the sanitary sewer and water utilities and electrical service necessary to support any aspect of the clay-surfaced tennis courts.

Section 2 Relationship of the Parties

- 2.01** Independent Contractor. MCCC shall be deemed to be an independent contractor in its performance of its obligations under this Agreement. No employee or agent of MCCC shall be deemed an agent of MPRB and MCCC, its employees, or agents shall not act as or hold itself out to be agents, representatives or employees of MPRB.
- 2.02** Intellectual Property. Except as specifically granted herein, no Party shall obtain any rights under this Agreement to use, and shall not use, the names, marks, logos or other intellectual property of the other Party in any manner without the express prior written approval of such other Party in each instance, whether in connection with the subject matter of this Agreement or otherwise.
- 2.03** Real Property. MCCC shall not acquire any possessory interest in the Property by virtue of this Agreement.

Section 3 Term

- 3.01** This Agreement shall be in full force and effect from the Effective Date through midnight on the Completion Date unless terminated earlier pursuant to the terms of this Agreement. After the Completion Date, no Party shall have any future rights, obligations or duties to the other Party under this Agreement except as may be specifically provided herein.
- 3.02** Either Party may terminate this Agreement prior to the Commencement Date, with or without cause, by notifying the other Party in writing. In consideration of such termination, neither Party shall be responsible for any further activities relative to this Agreement. Should the Agreement be terminated, any funds collected by MCCC shall be returned or refunded to the donors, less any costs incurred prior to the termination by MCCC and the costs of the refund.

Section 4 MCCC Obligations

- 4.01** MCCC shall be permitted to undertake Fundraising related to the clay-surfaced tennis courts. Should funds remain upon completion of the Donation, MCCC shall, in consultation with MPRB, determine the optimal use of such funds within MPRB system, including possible future clay tennis court projects on Park Board land,

- recognizing to the extent practicable the intentions of donors.
- 4.02 MCCC shall be permitted to use Park Board logos, photographs, and other materials to support its Fundraising, provided MPRB has reviewed and approved those materials prior to their presentation to the public.
- 4.03 MCCC agrees to abide by a Community Engagement Plan prepared by Park Board staff and shall conduct meetings in the public with representation of MPRB at such meetings in the form of Park Board staff and, to the degree practicable, the District Commissioner.
- 4.04 MCCC shall make its best efforts to complete the Donation within eighteen (18) months of the Effective Date and within six (6) months of the Commencement Date, with such period being adjusted for seasonal conditions, except that the period of construction for the Donation shall not be longer than twelve (12) months in the interest of having a publicly usable and occupiable park.
- 4.05 MCCC shall pay all costs related to Fundraising and construction of the Donation, including the costs of design and engineering, construction, reviews, approvals, permitting, site security, and fees typical to park construction improvements. MCCC shall have authority and be responsible for all construction and construction processes except as may otherwise be specifically provided herein. Any construction shall be substantially consistent with the Plans as approved by the Board of Commissioners. MCCC warrants that the Donation shall be constructed in accordance with all applicable rules, laws, regulations and ordinances. MCCC agrees to comply with MPRB's Ordinance (PB6-1) requiring payment of the prevailing wage for all labor related to the Donation and shall employ union labor, to the greatest degree practicable, such restoration, rehabilitation, repair, or renovation.
- 4.06 Any consultant or contractor engaged in the design, engineering, oversight, or construction of the Donation shall be selected in consultation with the Assistant Superintendent for Planning. In the selection of such consultant or contractor, the Assistant Superintendent for Planning's approval shall not be unreasonably withheld.
- 4.07 For any part of the Donation, MCCC shall prepare or cause to be prepared design and construction documents sufficient to demonstrate to MPRB the full intent of the construction, including the aesthetic concepts or directions, structural, mechanical and electrical methods (as appropriate), and impacts upon existing improvements including means of access and storage and work areas necessary to accomplish the work.
- 4.08 MCCC shall orchestrate reviews of design and construction documents at logical increments in their development, including but not limited to points in their development when:
- A design development stage of the work has been accomplished such that:
 - The design of major Donation elements and systems have been completed and the type, size and location of those elements and systems are fixed relative to the Property;
 - The relationship of elements and systems of the Donation can be fully assessed

for agreement or conflict;

- The constructability of the Donation can be fully demonstrated;
- The Donation's conformance with standards, regulations, and best practices, as appropriate, can be determined;
- Updates to Donation costs can be reasonably determined;
- Methods of perpetuating the completed Donation can be reasonably assessed relative to cost, operational parameters, access, and other factors determined through the design process;
- Changes to the design of the Donation made since the initial review in terms of scope, magnitude, cost, and program impacts have been communicated to the public, and if necessary from the perspective of Park Board staff, to the Board of Commissioners;
- Issues and comments identified in the initial review are resolved; and
- A review by Park Board staff commensurate with this stage of design and development has been completed with a log of issues and comments recorded.
- Design and construction documents have been completed such that:
 - Deliverables necessary to construct the Donation have been substantially demonstrated in a set of drawings and associated specifications;
 - Details associated with the construction of elements and systems of the Donation have been considered for compliance with standards, regulations, and best practices;
 - Permits have been obtained or all documentation necessary to obtain permits is in place;
 - Issues and comments identified in the reviews are resolved;
 - A final estimate of Donation construction costs can be reasonably delivered and reasonably relied upon; and
 - The application of signatures or stamps of responsible professionals can be reasonably assumed to be occurring within two weeks of the review, as appropriate and necessary.

4.9 MCCC shall recognize the design and construction documents resulting from the process described in 4.08 as the Plans by which the Donation shall be constructed and according to which MPRB may judge conformance with expectations. No substantive change in the delivered Plans shall be permitted without approval from MPRB, with such reviews being provided by staff unless such changes are of such a magnitude, in the opinion of the Assistant Superintendent for Planning, that further review by the Board of Commissioners is necessary or desirable.

4.10 MCCC will obtain all permissions and approvals necessary for the Donation, with the process for gaining such permissions and approvals occurring with the assistance of and support from Park Board staff. MCCC will be responsible for securing a permit from MPRB for the construction of the Donation, under MPRB's normal procedures for such a permit,

including insurance requirements naming MPRB as an additional insured, and MPRB shall not charge a fee for such a permit.

- 4.11 Prior to the start of any construction on the Property, MCCC shall obtain a Performance and Payment Bond in the full amount of the costs associated with construction of the Donation as defined in approved design and construction documents or another form of security that assures the full and complete payment of all costs associated with the construction of the Donation, all in a form and security reasonably acceptable to MPRB Superintendent and Attorney, should MCCC fail to deliver the Donation. Such Performance and Payment Bond or other security or surety shall be provided in a form that allows MPRB access to funds necessary for completion of work in the event of any deficiency or default of MCCC. MCCC will pursue this insurance through its contractors in the form of a "dual obligee" rider naming MPRB and MCCC as obligee.
- 4.12 MCCC shall engage a contractor or contractors as necessary to fully deliver the Donation at no cost to MPRB for those items articulated in Exhibit A. MCCC shall provide oversight necessary during the period of construction to ensure the Donation is delivered in conformance with the approved design and construction documents.
- 4.13 MCCC shall not commence construction, in whole or in part, until it is demonstrated that funds equal to 80 percent of the estimated costs of construction of the Donation have been secured including grant commitments.
- 4.14 During construction of the Donation, Park Board staff shall have full access to the Property, with or without MCCC or its contractors or subcontractors being present. Such access shall be solely for the purposes of reviewing the work, in progress, to assure it is occurring in conformance with the Plans.
- 4.15 MCCC shall ensure that none of its contractors, subcontractors, employees or agents shall install, use, generate, store or dispose of in or about the Property any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation, any material containing asbestos or PCBs (collectively hereafter "Hazardous Materials") without MPRB's written approval of such Hazardous Material. If, in the course of its activities on the Property, MCCC or its contractors encounters any Hazardous Materials, it shall immediately stop all work, notify MPRB and proceed in accordance with instructions issued by MPRB. If any preexisting hazards are discovered at any time during the project, including, but not limited to, lead and asbestos piping, MCCC has no responsibility for any costs involved in removing, disposing or remedying the situation. MCCC shall defend, indemnify and hold MPRB harmless from and against any claim, damage or expense arising out of MCCC's or any of its contractor's, subcontractor's, employee's or agent's installation, use, generation, storage, or disposal of any Hazardous Materials regardless of whether MPRB has approved the

- activity.
- 4.16 In the event any mechanic's or materialmen's lien shall be filed against the Property allegedly by reason of work, labor, services or materials performed or furnished to MCCC for work or materials performed or used with respect to the Donated Improvements, MCCC shall within ten (10) business days cause the same to be discharged.
 - 4.17 Upon completion of the Donation, the clay-surfaced tennis courts shall be reviewed by MCCC to ensure proper performance and then be reviewed by Park Board staff for conformance with the Plans.
 - 4.18 Upon completion of Donation, as evidenced by MCCC's and MPRB's review and a demonstration of care and maintenance and provided MCCC is not in default of any provision of the Agreement, the Donation shall become the property of MPRB. The Donation shall include any operations manuals, instructions, or other guidance required for operations, care, and perpetuation of the Donation, as well as any warranty documents related to the Donation.
 - 4.19 Upon acceptance of the Donation, MCCC shall participate with MPRB in the care and maintenance of the Donation in accordance with terms of an amendment to the existing Stewardship Agreement related to Waveland Triangle.

Section 5 MPRB Obligations

- 5.01 MPRB shall deliver to MCCC a topographic survey of the vicinity of the proposed clay-surfaced tennis courts within Segment 4 of Minnehaha Parkway Regional Trail sufficient for the preparation of design and construction documents supporting the Donation and Park Board improvements. The survey shall be prepared to standards typical of Park Board capital and rehabilitation projects.
- 5.02 MPRB shall deliver to MCCC geotechnical investigations supporting the preparation of design and construction documents for the anticipated Donation. The geotechnical investigations shall be performed to standards typical of the work anticipated to construct the proposed clay-surfaced tennis court improvements.
- 5.03 MPRB shall prepare and submit to the Board of Commissioners a Community Engagement Assessment that describes the project which includes the Donation by MCCC and Park Board improvements to ensure the neighborhood and stakeholders have a firm understanding of the overall project.
- 5.04 MPRB shall prepare the site to the specifications necessary for construction of the Donation and shall coordinate an inspection of the work with MCCC to ensure that is the case.
- 5.05 MPRB shall allow MCCC, its contractors, employees and agents access to the Property from the Effective Date until the Donation is complete for the purpose of preparing design and construction documents and constructing the Donation pursuant to this Agreement. MPRB shall assist MCCC and/or its contractors in obtaining necessary permits

- to complete the Donation. MCCC will be responsible for securing a permit from MPRB for the construction of the Donation, and MPRB shall not charge a fee for such permit.
- 5.06 MPRB shall provide timely reviews of the design and construction documents as described in 4.08, with responses to questions or resolution of issues as provided in Section 7.
- 5.07 MPRB shall, during the construction of the Donation, conduct regular reviews of the work to ensure, to the degree practicable from those reviews, conformance of the work with design and construction documents.
- 5.08 Work required by MPRB to support the Donation will be pursued as directly as practicable and to the greatest degree practicable in alignment with work performed by MCCC. Work to be performed by MPRB or components provided by MPRB include those items enumerated in Exhibit A.
- 5.09 MPRB will participate in a final review of the completed Donation. Provided the work is determined to be acceptable and in conformance with the design and construction documents and provided MCCC is not in default of any provision of the Agreement, MPRB shall receive the Donation.
- 5.10 Upon acceptance of the Donation, MPRB shall participate with MCCC in the care and maintenance of the Donation in accordance with terms of an amendment to the existing Stewardship Agreement related to Waveland Triangle.

Section 6 Joint Obligations of the Parties

- 6.01 The Parties shall pursue engagement activities as indicated in a Community Engagement Assessment prepared by MPRB (see 5.03) and intended to inform the neighborhood and the public of the nature, extent, and timing of the Donation.
- 6.02 MCCC shall identify an individual as the primary contact of its activities related to the Donation. This individual is expected to be responsible for contract and construction management activities required of MCCC during the construction of the Donation. In addition, this individual or entity shall have authority to make determinations related to the Donation on behalf of MCCC.
- 6.03 MPRB shall designate a project representative to participate in activities related to the scope and schedule for the construction of the Donation and the work Park Board is responsible for.
- 6.04 MCCC or its contractor shall conduct regular construction progress meetings and provide a record of the meetings, which shall be shared with MPRB. MPRB's project representative may attend these meetings and may, from time to time, have other personnel in attendance at the meetings.
- 6.05 MCCC and Park Board shall complete an amendment to the existing Stewardship Agreement related to Waveland Triangle so it includes care and maintenance

associated with the new bank of clay-surfaced courts at East 46th Street and South 32nd Avenue within Minnehaha Parkway Regional Trail ahead of the completion of the Donation.

Section 7 Time for Response in Consultation or Review

- 7.01 Whenever in this Agreement a Party is required or entitled to consent, consultation, or have rights to review a plan, specification, action, or the like, of the other Party, all consents, consultation or right of review, or all thereof, shall be undertaken in good faith and in a timely manner. No consent, review or consultation shall be unreasonably withheld, delayed or conditioned, as the case may be. For purposes of this Agreement, after the passage of five business days (as at 4:30 p.m. on the fifth business day), and no response, review or consent has been provided or undertaken the subject matter requiring consultation, review, or consent, or all thereof, is deemed provided or untimely for all purposes. Thereafter, the Party having the obligation to obtain consent, to review or to consult with the other Party may proceed and shall have no liability for proceeding without having received consent, review response or consultation from a tendered consultation, review or request for consent.
- 7.02 Notwithstanding Section 7.01, MPRB shall be allowed up to fifteen (15) calendar days to review the design and construction documents.

Section 8 Indemnification

- 8.01 To the fullest extent permitted by law, MCCC shall defend, indemnify and hold harmless MPRB from injuries, damages and loss, including costs and attorney fees, arising from the willful or gross negligent acts and omissions of MCCC's employees, officers, consultants, contractors, agents, volunteers, invitees or of any other person entering onto the Property under the express or implied invitation of MCCC or resulting from the violation of laws or ordinances, governmental orders of any kind or of the provisions of this Agreement by MCCC, its agents, employees, or contractors.
- 8.02 Notwithstanding the foregoing language in Section 8.01 MCCC shall have no obligation to defend, indemnify, and hold harmless MPRB, if the injuries, damages and loss is the result of a willful act, gross negligence or conduct by MPRB, breach of this agreement by MPRB, violation of applicable laws or regulations or by any of its employees, agents, officers, commissioners, attorneys, contractors or consultants. MPRB shall be identified as an additional insured party.

Section 9 Assumption of Risk

- 9.01 From the Effective Date through the Completion Date, MCCC assumes all risk of loss or damage of its property or the Donation being constructed on the Property, including any loss or damage caused by water leakage, rain, fire, windstorm, explosion, theft, vandalism or other cause. MPRB shall not be liable to MCCC or those claiming through

MCCC for injury, death or property damage occurring on, in, or about the Property, except as may be caused by the willful misconduct of MPRB. Nothing herein shall be deemed to be a waiver of any limits of liability granted MPRB under statutory or common laws.

Section 10 Default

- 10.01 If for any reason other than Force Majeure, either Party fails in the performance of or adherence to any of the provisions contained in this Agreement, that Party shall be in default of this Agreement. If such default is not cured by the Party within fourteen (14) days after mailing of written notice of the conditions of the default by the other Party, or if such default cannot be reasonably cured within such fourteen (14) days, then within a reasonable time, provided the defaulting Party commences cure within such fourteen (14) days the Parties do hereby authorize and fully empower each other to cancel this Agreement.
- 10.02 In the event that this Agreement is canceled due to MCCC's default MPRB may complete the Donation using the proceeds from the Performance and Payment Bond, or other adequate security acceptable to and approved by MPRB.

Section 11 Notices

- 11.01 Any notice, request, demand or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized courier services or by United States mail, first class, certified or registered, postage prepaid, return receipt requested to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

To MPRB:

Minneapolis Park and Recreation Board
Attention: Assistant Superintendent for Planning
2117 West River Road
Minneapolis, Minnesota 55411

With a copy to:

Rice, Walther & Mosley, LLP
330 Second Avenue South, Suite 360
Minneapolis, Minnesota 55401

To MCCC:

Minneapolis Community Clay Courts
Attention: Charles Weed
4015 Pillsbury Avenue South
Minneapolis, MN 55409

Section 12 Assignment

12.01 Neither Party shall assign its duties and obligations hereunder without the prior written consent of the other Party. Neither Party's consent shall be withheld arbitrarily or capriciously. If, however, one Party does not respond to the other Party's request within thirty (30) days of the date of receipt of the request, consent to such shall be deemed to be withheld.

Section 13 Entire Agreement

13.01 This Agreement and any exhibits attached hereto and incorporated by reference herein contain the entire agreement between the Parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

Section 14 Headings

14.01 The headings and section numbers incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

Section 15 Governing Law; Severability; Counterparts

- 15.01 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Minnesota.
- 15.02 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, it shall be severable from the Agreement and all other provisions shall remain in force as though the severable provision had never been included.
- 15.03 Counterparts. This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise the entire Agreement.

Section 16 Binding Effect

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

City of Minneapolis, acting by and through its Park and Recreation Board

By: _____ Date: _____ By: _____ Date: _____

Its: President

Its: Secretary

Approved as to form and content:

_____ Date: _____

Legal Counsel to the Minneapolis Park and Recreation Board

Minneapolis Community Clay Courts

By: _____ Date: _____

Its: President

EXHIBIT A

Breakout of work items related to implementation of clay-surfaced tennis courts at Minnehaha Parkway Regional Trail.

The following outlines the responsibilities MPRB and MCCC have agreed to for completion of the clay-surfaced tennis courts.

<i>Item Description</i>	<i>Lead entity</i>
1 Grading, drainage, and site plan design	MCCC
2 Grading and site preparation	Park Board
3 Construction and installation of concrete edge and court fencing, as needed	Park Board
4 Provide select materials for court construction	Park Board
5 Construction of seating area and accessible court connection	Park Board
6 Construction of court draining retention area	Park Board
7 Design and construction of water service to courts	Park Board
8 Construction of clay hydration system	MCCC
9 Construction of clay surfacing	MCCC
10 Construction and installation of concrete block perimeter	MCCC
11 Installation of net posts, etc.	MCCC
12 Installation of Har-Tru surfacing	MCCC
13 Installation of court lines	MCCC
14 Restoration of disturbed areas	MCCC