

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 10/21/2025

☒ Resolution ☐ Ordinance

Contact/Prepared By: Evan Davis

Date Prepared: 09/18/2025

Title (Caption): Beam Park Forest Protection - Land Acquisition Project Application

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: Mayor's Office Requested By: _____

Affected Department(s): _____ Affected Council District(s): 1

Legislative Category (check one):

- | | | |
|---|---|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☒ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ 1669822
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources

Match: \$ 1000000
 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund
 Other: Capital Spending Plan

Approved by OMB: Aaron Pratt *AB*
 Approved by Finance/Accounts: _____
 Approved by Div Grants Coordination: Juanita Paulsen

Date to Finance Director's Office: _____
APPROVED BY
FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

Grants Tracking Form

Part One

Pre-Application

Application

Award Acceptance

Contract Amendment

Department	Dept. No.	Contact	Phone	Fax
MAYOR'S OFFICE	004			
Grant Name:	Beaman Park Forest Protection - Land Acquisition Project 25-26			
Grantor:	Heritage Conservation Trust Fund	Other:		
Grant Period From:	10/01/25	(applications only) Anticipated Application Date:	09/19/25	
Grant Period To:	12/31/26	(applications only) Application Deadline:	09/19/25	
Funding Type:	OTHER	Multi-Department Grant	☒	If yes, list below.
Pass-Thru:	Select Pass-Thru --- >	Outside Consultant Project:	☒	
Award Type:	COMPETITIVE	Total Award:	\$1,699,822.00	
Status:	NEW	Metro Cash Match:	\$1,000,000.00	
Metro Category:	New Initiative	Metro In-Kind Match:		
CFDA #	n/a	Is Council approval required?	☒	
Project Description:	Applic. Submitted Electronically? ☐			
The Beaman Park Forest Protection-Land Acquisition Project is a land acquisition effort led by The Conservation Fund (TCF), in partnership with City of Nashville's Metro Parks, and with support from The Alliance to Preserve Nashville's Highland Rim Forest and TennGreen Land Conservancy. Through this project, TCF will purchase approximately 308-acre Davidson County property adjoining Beaman Park. TCF will temporarily own and hold the property until it can be transferred to the City of Nashville for long-term management and protection, as a new addition to the 2,370-acre Alvin G. Beaman Park. Our intention is to carry out a fundraising campaign and to seek funding from other public and private sources, ultimately transferring the property to the City of Nashville at close to one-third of the appraised fair market value, approximately \$1M. The The Conservation Fund is the lead application applying for funding. If funded Metro will purchase property for approx. \$1M.				
Plan for continuation of service after expiration of grant/Budgetary Impact:				
This is a one-time acquisition				
How is Match Determined?				
Fixed Amount of \$		or	% of Grant	Other: ☐
Explanation for "Other" means of determining match:				
For this Metro FY, how much of the required local Metro cash match:				
Is already in department budget?	\$0.00	Fund	Business Unit	
Is not budgeted?	\$1,000,000.00	Proposed Source of Match:		Capital Spending Plan
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				
Other:				
Number of FTEs the grant will fund:	0.00	Actual number of positions added:	0.00	
Departmental Indirect Cost Rate	0.00%	Indirect Cost of Grant to Metro:		
*Indirect Costs allowed?	☐ Yes ☒ No	% Allow.	Ind. Cost Requested from Grantor:	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)				
Draw down allowable? ☐				
Metro or Community-based Partners:				
The Conservation Fund, The Alliance to Preserve Nashville's Highland Rim Forest, TennGreen Land Conservancy				

Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$0.00	\$0.00	\$1,699,822.00	\$0.00	CSP	\$0.00	\$1,699,822.00	\$0.00	\$0.00
Yr 2	FY27	\$0.00	\$0.00	\$0.00	\$1,000,000.00	CSP	\$0.00	\$1,000,000.00	\$0.00	\$0.00
Yr 3	FY__	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Yr 4	FY__	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Yr 5	FY__	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Total		\$0.00	\$0.00	\$1,699,822.00	\$1,000,000.00		\$0.00	\$2,699,822.00	\$0.00	\$0.00
Date Awarded:					Tot. Awarded:		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GC Rec'd
09/19/25

GC Approved
09/19/25

VW

Resolution No. _____

A resolution approving an application for a Beaman Park Protection grant from the Tennessee Heritage Conservation Trust Fund to The Conservation Fund (TCF) in partnership with Metro Nashville Parks to acquire approximately 308 acres adjoining Alvin G. Beaman Park in Davidson County to add a unique urban wilderness within the City of Nashville.

WHEREAS, the Tennessee Heritage Conservation Trust Fund is accepting applications for a Beaman Park Protection grant in an amount not to exceed \$1,699,822 with a required cash match of \$1,000,000 to The Conservation Fund (TCF) in partnership with Metro Nashville Parks to acquire approximately 308 acres adjoining Alvin G. Beaman Park in Davidson County to add a unique urban wilderness within the City of Nashville; and,

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, in partnership with The Conservation Fund, is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That The Conservation Fund (TCF), in partnership with Metro Nashville Parks, application for a Beaman Park Protection grant, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Office of the Mayor is authorized to submit said application to the Tennessee Heritage Conservation Trust Fund.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Hannah Britlin
Assistant Metropolitan Attorney

Member(s) of Council



STATE OF TENNESSEE
Department of Environment and Conservation
Tennessee State Parks
William R. Snodgrass TN Tower
312 Rosa L. Parks Ave. 2nd Floor, Nashville, TN 37243
TENNESSEE HERITAGE CONSERVATION TRUST FUND
APPLICATION

This page **MUST** be completed for all applications.

Project Title: Beaman Park Protection

County: Davidson County City: Nashville, TN

Current Owners: Just Justifying LLC Acres: 308 approx.

Proposed Management: City of Nashville, MetroParks

Has the proposed management agency been contacted?* ☒ Yes ☐ No

**Signature of proposed managing agency required below.*

Amount Requested \$1,699,822.00

Applicant Organization: The Conservation Fund (TCF)

Contact Name: Zachary Lesch-Huie

NOTE: The contact name should be the project manager/authorized representative. Only one project manager acts as the point of contact.

Address: HQ: 1655 N. Fort Myer Drive, Suite 1300. Arlington, VA 22209-3199

Phone #: 828 545 7362

Fax #: _____

E-Mail: zleschhuie@conservationfund.org

Signature: Zachary Lesch-Huie

Date: Sep 17, 2025

Applicant Contact

Signature: _____

Date: _____

Director, Commissioner, Department Head of Managing Agency

1. Application Date Sep 19, 2025

2. Applicant Information

Primary Applicant	The Conservation Fund (TCF)		
Contact Name/Title	Zachary Lesch-Huie, TN State Director		
Address	HQ: 1655 N. Fort Myer Drive, Suite 1300. Arlington, VA 22209-3199		
Phone	828 545 7362	Fax	E-mail zleschhuie@conservationfund.org
☒ Non-Profit Land/Water Conservation Organization	☐ Municipality/County Government		
☐ Other Non-Governmental Organization	☐ State of Tennessee Agency		
Organization/State Agency Name			

Secondary Applicant (if applicable)			
Contact Name/Title			
Address			
Phone	Fax	E-mail	
☐ Non-Profit Land/Water Conservation Organization	☐ Municipality/County Government		
☐ Other Non-Governmental Organization	☐ State of Tennessee Agency		
Organization/State Agency Name			

3. Project Classification

Is the project available for immediate acquisition?	☒ Yes	☐ No	
How would you classify the risk of loss?	☒ High	☐ Medium	☐ Low

Briefly Explain risk of loss (Maximum of 50 words)

This project proposed to acquire a 308 +/- acre property adjacent to Beaman Park, within the Nashville metro area. The property is owned by real estate investors. They have made some basic improvements, such as gravel roads, to enhance development marketability. It has been actively marketed and is currently listed for sale now. The property is highly threatened by loss to private development. In fact, TCF's first offer to the current owner's was beaten by a TX-based real estate developer, who secured an option to purchase the property. Fortunately, that option expired and fell through, and the sellers have now accepted TCF's offer verbally. At the time of this writing, a draft contract is under review, and we are working diligently to secure this opportunity and execute a purchase and sale agreement as soon as possible.

3. Project Classification (cont.)

Is land owner a willing seller?	☒ Yes	☐ No
☒ If yes - Applicant has contacted seller		

4. Project Summary

Project Title/Name	Beaman Park Protection			
Project Site Location	County	Davidson	Municipality	Nashville
Brief Project Summary (200 words or less)	The Beaman Park Forest Protection project involves purchasing a highly threatened, privately owned parcel adjacent to Beaman Park, and later transferring it the City of Nashville/MetroParks for long-term management and protection. The Conservation Fund (TCF) will go under contract to purchase the property in ~June 2026. TCF will then temporarily hold the property, while completing fundraising efforts and co-managing in partnership with Beaman Park. TCF will ultimately transfer the property to the City of Nashville/MetroParks within 12 months of their front-end purchase. Protecting the property will add to Beaman Park, a unique "urban wilderness" within the City of Nashville. Additionallv. it will improve rescue and management access for park managers. and add			
Directions (for best access)	The property is accessible by a road and driveway from Bull Run Rd. Coordinates: 36.247146, -86.932837.			
Existing Habitat	From TN State Natural Areas website: "The topography consists of ridges and hollows supporting forest vegetation that is characteristic of the Western Highland Rim. The prominent geologic substrate is limestone, shale, and siltstones from the Mississippian For			
Sensitive Lands Conditions	Please see above. There are some noted sensitive lands conditions.			
Total Acreage Amount (identified on plans, maps)		308 +/-, subject to survey		
Current Owner(s) Name		Just Justifying LLC		
Current Address		6307 PINTAIL LN, FRISCO,TX 75034		
Current Phone		615-512-1050		
Estimated Market or Tax Value \$		3,320,352 (appraised fair market value, subject to surveyed acreage)		

5. Project Budget/Funding

Estimated Project Costs

Enter an amount on each line and round to the nearest hundred.

a. Land purchase price (estimated or actual)	\$3,248,694.66
b. Acquisition costs (estimated or actual) Cost of certified survey(s), appraisal(s), appraisal review(s), title report(s), title insurance premium(s), environmental audit(s) and applicant's acquisition agent(s) fees or commission	\$373,927.00
c. Total Project Costs [Add a. and b.]	\$3,622,621.66

Proposed Project Funding

a. THCTF grant award amount	\$1,669,822.00
b. Other funding sources	\$1,952,799.66
c. Total Project Costs (Add a. and b.	\$3,622,621.66

Source of Other Funds (if joint)	☐ Trust	☐ Endowment	☐ Federal Appropriation
	☒ Grants	☐ Private Business	☒ Foundation
	☐ Bonds	☐ Cash	☐ Other donors

Tax Parcel(s) Number(s) (County Map) Davidson Co., Bull Run Rd, Ashland, TN 37015: Parcel ID 04600002900 (PDF)

Type of Acquisition	☒ Fee Simple	☐ Donation
	☐ Conservation Easement	☐ Combination

5a. Pre-Acquired Parcels

The entire project site or a portion of the site has been **pre-acquired** by the applicant through a voluntarily-negotiated transactions within **24 months** prior to the application deadline. Please identify the previous owner's name(s), parcel tax identification number(s), and the closing date(s) of **each pre-acquired parcel**. NOTE: Funding is not guaranteed until official notification. All acquisitions prior to official notification are at the risk of the applicant.

(Boundary maps should clearly identify these parcels.)

Owner's Name	Parcel Tax ID Numbers	Date of Closing
_____	_____	_____
_____	_____	_____
_____	_____	_____

The use of condemnation or the threat of condemnation is not considered a voluntarily-negotiated transaction and parcels acquired under these conditions do not qualify for acquisition or reimbursement under this program.

5b. Grant Funded Acquisition - (THCTF conducts the entire acquisition)

The entire project site will be acquired by the THCTFBD (or a joint venture) through a voluntarily-negotiated transaction. Identify the current owner's name(s), parcel tax identification number(s), for **each** parcel.
NOTE: Funding is not guaranteed until official notification.

(Boundary maps should clearly identify these parcels.)

Priority	Owner's Name	Parcel Tax ID Numbers	Owner's Address	Phone
1	Just Justifying LLC	Davidson County, Tennessee	6307 Pintail Lane, Frisco, Texas 75034	615-512-1050
2				
3				
4				

The use of condemnation or the threat of condemnation is not considered a voluntarily-negotiated transaction and parcels acquired under these conditions do not qualify for acquisition or reimbursement under this program.

5c. Reimbursement Acquisition - Parcels to Be Acquired

(Applicant conducts the entire acquisition and is reimbursed by THCTF after the acquisition is completed)
NOTE: Funding is not guaranteed, until official notification. Any acquisition prior to official approval is at the risk of the applicant.

The entire project site or the remaining un-acquired parcel(s) in the site **will be acquired** by the applicant through a voluntarily-negotiated transaction. If so, provide the owner's name(s), parcel tax identification number(s), and the anticipated closing date(s) of each parcel.

Owner's Name	Parcel Tax ID Number	Date of Closing

The use of condemnation or the threat of condemnation is not considered a voluntarily-negotiated transaction and parcels acquired under these conditions do not qualify for acquisition or reimbursement under this program.

6. Land Management

Who will be responsible for managing/monitoring the site?

State _____ Joint _____ Non-Government Organization _____

Identify Joint Partner _____ Beaman Park/MetroParks _____

Applicant has contacted state agency and discussed management opportunities. ☐ Yes ☐ No

7. Maps

A general location map along with boundary and/or topo map should be attached if available.

8. Current primary use of land:

- | | |
|--|--|
| ☐ Agricultural | ☐ Cultural |
| ☒ Forestry | ☐ Historical |
| ☐ Mining | ☐ Archaeological |
| ☒ Open Space | ☒ Recreational / Park land |
| ☒ Trails (Foot and/or OHV) | ☐ Other |

9. Future Intended use of the land?

Briefly Describe (Maximum of 50 words.)

The subject property will be added to Beaman Park, and be subject to Beaman Park management plans and needs. TCF's understanding is that the property will immediately improve Beaman Park safety and rescue access, providing a point of entry into the harder-to-access interior of Beaman Park, where hikers do occasionally require help. TCF's understanding is that there are no near-term plans for trail or infrastructure development, but the property does offer potential for the future.

PROJECT SUMMARY (*Maximum - two (2) pages*)

Points will be awarded according to the scale: Partial points: 1-10; Maximum points: 20

Provide a discussion of the purposes of the acquisition, existing and future uses, existing and proposed physical improvements, natural and historic resources, and resource protection and enhancement activities.

Is this a partnership application between two or more agencies or nonprofit conservation organizations? If yes, please describe or list partners here.

Note: All HCTF funded projects are to be protected in perpetuity through deed restrictions or covenants whether by fee simple purchase, conservation easements or other similar means. It is necessary to share in the application that this will happen and in what manner.

Please specify the following in your narrative:

1. How the project fits into existing local and/or regional planning efforts
2. The intended use of the property
3. The intended ultimate owner of the property
4. The entity that will be responsible for managing the property and how this property fits in with their current agency priorities and/or management plans. If a management plan exists for this proposed acquisition, please refer to the specific document in your narrative.
5. The funding source for the cost of ongoing management
6. Description of adjacent property/boundaries
7. Is the project in an identified priority area by the “Tennessee Heritage Conservation Trust Fund Act” (<http://tennessee.gov/twra/thcp.html>)

PROJECT EVALUATION CRITERIA

The outcome from the Review Committee will be a ranked and prioritized list of projects for submission to the Heritage Conservation Trust Fund Board for consideration of funding. Its objectives are to:

- Provide a clear and defensible ranking process that can be articulated easily to program participants and partners; and
- Ensure fair, equitable and thorough review of all projects by the review committee.

CORE CRITERIA [1-4]

1. Tennessee Heritage Conservation Trust Fund (HCTF) Goals

Note: Provide a response that outlines your project's consistency with the mission and purpose of the Tennessee Heritage Conservation Trust Fund. Limit your written response to no more than 1 page.

Points will be awarded according to the scale: Partial points: 1-10; Maximum points: 20.

Mission: The Tennessee Heritage Conservation Trust Fund seeks to protect significant natural areas in Tennessee by strategically partnering with landowners, government agencies, non-profit organizations, for-profit companies and others.

Purpose: To assist the state in permanently conserving and preserving tracts of land within the state of Tennessee for the purposes of promoting tourism and recreation, including outdoor activities such as hunting, fishing, equestrian activities and hiking; protecting, conserving and restoring the state's physical, cultural, archeological, historical and environmental resources; and preserving working landscapes.

2. Importance

This section includes the environmental, social, and economic public benefits gained from the protection and management of the property. More points will be given to projects that demonstrate multiple public benefits. This criterion reflects the ecological assets and the economic and social values conserved by the project and the scale of people's interest in its protection. It is meant to assess the attributes to be conserved and who is receiving those benefits.

Note: Check the appropriate attributes and provide a response to each of the following criteria that apply to the project. Limit your written responses to no more than 1 page. Points will be awarded according to the scale provided.

- Outstanding/Exceptional value - 21-30 points - The project's attributes are of national, multi-state, state and local interest;
 - Very Good - 11-20 points - The project's attributes are of state/local interest only;
 - Medium / Average - 1-10 points - The project's attributes are of local interest only; or
 - Low - 0 points - The project's attributes are unclear or unspecified.
-
- x

Threatened or Endangered Species Habitat - The site has known individuals and/or habitat for federally designated rare, threatened or endangered plants and animals. In most cases, federally listed species will be given more consideration than state-only listed species.
-
- x

Fish, Wildlife, Plants, and Unique Forest Communities - The site contains unique forest communities and/or important fish or wildlife habitat as specified by a wildlife conservation plan or strategy.
-
- x

Water Supply Protection - Contiguous riparian area, forested wetlands, shorelines, river systems, sensitive watershed lands, buffer to public drinking water supply or an aquifer recharge area.
-
- x

Public Access - The property has full or limited access, and may include specific use restrictions.
-
- x

Scenic - The site is located within a viewshed of a formally designated scenic feature or area (such as trail, river, or highway).
-
- Historic/Cultural/Archaeological** - Formally documented cultural, historical or archaeological features are located on site.
-
- Mitigation of Environmental Issues** - The acquisition of property will assist in resolving current environmental issues that exist on site.

3. Threatened

This section estimates the likelihood for conversion, transfer or change of use of the property and your narrative should consider the following:

- The degree of legal protections that currently exists on the property (e.g. current zoning or existing easements) and if these protections remove the threat of conversion.
- Landowner's circumstances (e.g. good land steward interested in conserving land, property held in an estate, aging landowner and future use of property by heirs is uncertain, property is up for sale or has a sale pending, landowner has received purchase offers, public or other in holdings, etc.)
- Adjacent land use changes (rate of development growth and conversion, rate of population growth, rate of change in ownership, etc).
- Type of land (i.e. sensitive forest lands, farm land, etc.)

Note: Check the appropriate situation that currently exists with this project and provide a response. Limit your written response to no more than 1 page. Points will be awarded according to the scale provided.

Conversion/Transfer/Change of use is:

- x

Imminent/Likely - Circumstances indicate conversion may occur soon (0-3 years) or in the somewhatdistant future: land has a subdivision plan, landowner has received offers from developers, landowner has sold off subdivisions of the property, land is located in a rapidly developing area, landowner(s) are aged or nearby comparable land has been recently sold for development. 16-30 points
- _____

Possible - Circumstances indicate conversion could occur within 10 years: Land is in an attractive location for development such as waterfront or an outdoor recreation area. 1-15 points
- _____

Unlikely any time soon (beyond 10 years) - 0 points

NOTE: If property has been acquired by a third party at the request of the state, threatened will be evaluated based on the situation prior to the third party acquisition.

4. Strategic

This section reflects the project's relevance or relationship to conservation efforts on a broader perspective. The project fits within a larger conservation plan, strategy, or initiative as designated by either a government or non-governmental entity and is strategically linked to enhance previous conservation investments and/or ensure acquisition of natural areas or open space through public acquisition (either Trust Fund or other investments).

Note: Check the appropriate strategic direction for your project and provide a response. Limit your written response to no more than 3 pages (max). For the criteria that are furthered by a specific planning document cite no more than five (5) relevant objectives or policies in your response. Points will be awarded according to the scale provided.

- 1. ☒ A key property in a formally developed national or multi-state conservation effort, formally developed state plan/strategy and local conservation plans. 21-30 points
- 2. ☒ A key property in a formally developed state plan or focused protection strategy only. 11-20 points
- 3. ☐ Project only leads to additional conservation action locally. 1-10 points
- 4. ☐ An isolated tract with no known connection at this time. 0 points

4. a.) - Additional attachment:

☒ Map(s) which illustrate the strategic components of the property
(Please check here if specific maps are attached to support this section)

4. b.) Bonus Points:
5 points possible

☐ Has this project been scored previously in another funding/grant program? If YES, please give specific date, program, score and result of the application below.

ADDITIONAL CRITERIA

1. Budget/Funding Information

Scores in this section will be based on a % of your project that will be utilizing HCTF dollars. The lower the % (which shows greater leveraging of funds), the higher the score: 100%-50% = (Low)1-10 points; 49%-25% = (Medium) 11-20; 24%-below = (High) 30 points maximum.

Applicant must attach a one-page description of the proposed project funding detailing:

- existing or future cash from the applicant
- the source of all funding partners (including all other sources whose funds have been requested)
- description of the details of any donation, if applicable
- value of real property owned by the applicant in a qualified pre-acquisition
- description of any other sources of funding including federal, state, municipal or nonprofit organizations

Example:

Source of Funds	Amount	Status of Funds
Duke Foundation	\$100,000	In hand
Private Donors	\$ 50,000	Pledged
HCTF	\$ 25,000	Requested
Total	\$175,000	

2. Applicant Financial Information

As per the THCTF Act, any entity applying for a grant or loan from the trust fund to acquire an interest in real property shall provide a copy of the organization's most recent audited annual financial statements. Such statements must have been prepared within two (2) years of the date of this grant application.

 x Attached

Resources

<http://www.state.tn.us/environment/>

- 2003-2008 Tennessee State Recreation Plan
- 2001 Greenways and Trails Plan
- The Cumberland Plateau National Heritage Corridor Feasibility Study
- Southern Appalachian Greenways Alliance (SAGA) Plan
- State Assessment of Land Needs

Contact additional state agencies and non-profit conservation organizations or land trusts for additional planning documents or reference materials.

<http://www.tnwf.org/>

<http://www.nature.org/tennessee/>

<http://www.state.tn.us/twra/>

www.lta.org (Land Trust Alliance)

Mail, Fax or E-mail completed application to:

TENNESSEE HERITAGE CONSERVATION TRUST FUND
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Real Property Manager
William R. Snodgrass TN Tower
312 Rosa L. Parks Ave. 2nd Floor
Nashville, TN 37243

Beaman Park Forest Protection – Land Acquisition Project
Heritage Conservation Trust Fund application
September 19, 2025

APPENDIX A
PROJECT SUMMARY

The Beaman Park Forest Protection-Land Acquisition Project is a land acquisition effort led by The Conservation Fund (TCF), in partnership with City of Nashville’s Metro Parks, and with support from The Alliance to Preserve Nashville’s Highland Rim Forest and TennGreen Land Conservancy.

Through this project, TCF will purchase an approximately 308-acre Davidson County property adjoining Beaman Park (the Park). TCF will temporarily own and hold the property until it can be transferred to the City of Nashville for long-term management and protection, as a new addition to the 2,370-acre Alvin G. Beaman Park. TCF is requesting \$1,669,822.00 from HCTF for this acquisition, with the remaining \$1,952,799 of the project budget to be covered by other public and private funding sources.

The largely forested tract sits within Tennessee's Western Highland Rim Forest, one of the largest contiguous forest areas in the Southeastern U.S. As noted by the State of TN’s Division of Forestry, the Western Highland Rim Forest is also under tremendous pressure and threat by fragmentation and forest loss. This property is a prime example of that threat. Purchased by real estate investors, it is highly threatened by development and actively listed for sale at \$3.4M. If acquired by TCF, the property’s outstanding conservation values—scenic views, hiking and recreation, streams, notable, and important wildlife habitat—will be protected, with the added benefit of expanded recreation potential with significantly improved safety and rescue access for Beaman Park managers. If this conservation opportunity is not taken now, it is extremely likely this property—and all its community and conservation values—will be lost.

Protecting this tract helps protect one of the State’s most significant forests, and arguably the largest urban forest/woodland in the nation. Acquiring this property for conservation preserves the natural resources and habitats of a truly unique, expansive, wild urban forest, home to rare plants and important terrestrial and aquatic habitat. The property is a part of the Lower Cumberland Sycamore Watershed and conserving this property will contribute to stream and water quality protection for the area. It will also play an important role in improved quality of life, health and overall community resilience for Nashville. Having natural places to play, to exercise, to walk, run or hike—all these activities contribute to physical and mental health. Preserving an intact forest will keep our forest canopy intact, helping with clean area and cool temperatures and the climate heats up. Acquiring the property will also help make Beaman Park safer by improving rescue and emergency access, and speed up response times.

In early September, TCF reached verbal agreement on price and terms with the landowner and has a critical opportunity now to secure this purchase opportunity and acquire the tract. TCF would go under contract in September or October 2025, complete fundraising and due diligence, and ultimately close in June of 2026. TCF would continue to fundraise and hold the property after this time. Until ownership is conveyed from TCF to Nashville/MetroParks, the land will be maintained in its current state, with management accomplished in cooperation with current Beaman Park staff. Once transferred to City ownership (within 12 months of TCF’s initial purchase), Beaman Park will manage the land according to their park priorities. Ongoing management funding and responsibilities will be MetroParks’.

Adjacent ownerships: the property is adjacent to Beaman Park to the north, and Bull Run Rd to the south. Approximately eight private tracts border the property on its eastern, western sides and southern ends.

APPENDIX B
PROJECT EVALUATION CRITERIA

1. HCTF Goals

Conservation of the subject property strongly aligns with the HCTF mission to protect natural areas in partnership with nonprofit organizations and governmental agencies. With this acquisition led by TCF, the project is a collaborative effort between TCF, City of Nashville/MetroParks, and state and local conservation groups. Working in partnership with Nashville and MetroParks, TCF will help fulfill the City’s conservation priorities. The property will eventually be added to Beaman Park, and permanently conserve the property’s environmental resources, while increasing safety and rescue access, and potential future recreation opportunities.

2. Importance

Protecting this tract helps protect one of the State’s most significant forests, and arguably the largest urban forest/woodland in the nation. Middle Tennessee is home to one of the largest, continuous swaths of woodlands in the Southeast. This grand forest graces the crescent of hills known as the Eastern and Western Highland Rim that arcs across the state, wrapping either side of the circular basin in which Nashville sits. The western portion of this geologic feature sweeps the western edge of the Metropolitan Nashville Davidson County boundary and contains four of our most popular parks – Beaman, Bells Bend, Warner and Radnor. The forest containing these parks is one of the largest intact woodlands in any city in the US. The subject property is a part of this significant landscape and provides important community and conservation benefits to the Nashville region (nashvillehighlandrimforest.org).

Acquiring this property for conservation preserves the natural resources and habitats of a truly unique, expansive, urban-wilderness park: Alvin G. Beaman Park. Adding this property to the 2,370-acre Beaman Park in northwestern Davidson County will help buffer and protect one of Nashville's special open spaces, just 15 miles from downtown Nashville. At the edge of a rapidly expanding urban and suburban area, this property is part of ridges and hollows that support forest vegetation emblematic of the Western Highland Rim. The prominent geologic substrate is limestone, shale, and siltstones from the Mississippian Fort Payne and Devonian Chattanooga Shale formations—all supporting plants and animals above. Outcroppings of shale and siltstones create patches of post oak woodlands with native perennial grasses in the herbaceous layer; these hillside "barrens" are considered to be a rare plant community type. They host a variety of interesting herbaceous plants, including the state-listed and formerly federally threatened Eggert's sunflower (*Helianthus eggertii*). These distinctive woodland zones have open canopies and often occur on mid- to upper slopes, usually south- to south-west facing, exposing the barrens to the drying effects of the afternoon sun. Other plant communities include a mixed hardwood alluvial forest, a white oak forest, and a mixed sub-xeric (dry) oak forest. Forest communities occur on steep slopes, dry ridge tops, along alluvial creeks and hollows. In addition, there is a shortleaf pine population on a ridge overlooking the mouth of Henry Hollow. Shortleaf pine is uncommon in Middle Tennessee (TN State Natural Areas). This is truly a special forest, a place for recreation, hiking, solitude, and preservation of habitat and all the creatures that call this place home.

The property is a part of the Lower Cumberland Sycamore Watershed and conserving this property will contribute to stream and water quality protection for the area. There are a number of noted springs near the property, some still used by locals for water. The headwaters of Butternut Creek (named for the rare butternut trees found a short distance from the Creek's northern bank), an extraordinarily pristine stream that drains the western third of the Park, are within subject property. Similarly, the headwaters of the principal tributary of Long Hollow Creek are within the subject. Both streams would be damaged by siltation if the ridges in the northern section of the property—which afford long range views—are developed.

Preserving this property and the substantial forest in and around Nashville plays an important role in improved quality of life, health and overall community resilience. Nashville has long recognized the critical importance of natural landscapes to the health and well-being of its residents. Parks and open space provide people places for exercise and renewal, and improvements for mental and physical health.

Nashville's Urban Forestry and Landscape Master Plan also highlight many of the sustainable benefits of Nashville's urban forest, of which this subject tract is a part. As temperatures rise, extreme weather events become routine, and Nashville's population continues to grow, these sustainable benefits will provide the area critically important resilience. Forests and trees help

keep cool. The Federation of American Scientists concluded that, “Trees can reduce air temperatures by up to 10°F, and surface temperatures up to 25°F.” Conservation of the city’s forest, including this property, will improve the health and wellbeing of Nashville’s citizens, and provide critical respite during periods of very hot weather.

Likewise, forests’ permeable surfaces absorb rainfall and slow water flow, reducing the risk of flooding. And trees stabilize landslide-prone slopes such as those that prevail in the Western Highland Rim, reducing landslide risk. Furthermore, forested tracts help with cleaner air and water, carbon sequestration, and supporting biodiversity. Protecting this property provides for all these benefits.

Acquiring the property will help make Beaman Park safer by improving rescue and emergency access, and speeding up response times. The Park is unique in that visitors can “go deep” into an urban wilderness and find themselves a good distance from any roads. Occurrences of lost or injured hikers do happen from time to time. The only access point to Beaman Park is at the far eastern end, at the visitor center. Reaching people in need can pose a serious challenge. Protecting this property will enhance visitor management and safety by providing new access to the park’s interior and western side. The property will provide critical rescue access to the central and western areas of Beaman Park, allowing emergency personnel and vehicles to reach lost or injured hikers in the farther, interior reaches of the Park. Search and Rescue and/or Emergency Response can access the Park through the subject property via Bull Run Road, improving safety and speed of response, increasing the chances they can reach people experiencing medical emergencies, such as heart attacks or severe trauma, in that critical time window. It is no exaggeration to say that its acquisition may well save lives and without question will reduce mental suffering for those in desperate need of immediate medical care.

3. Threatened

The property is highly threatened by imminent non-conservation use. It is currently owned by real estate investors, the property is listed and being actively marketed for sale to private, developer buyers. The owners have made access improvements, such as dirt roads and clearings, to enhance development potential and marketability. Current list price is \$3.4M. The ridgetops on the property boast views of Nashville’s skyline. Nashville is one of the fastest growing, rapidly developing cities in the U.S. This property could immediately be converted to private development. In fact, in the process of negotiating and making an initial offer, TCF lost the opportunity to a private TX-based buyer who went under option to purchase the property. Fortunately, their option expired and TCF’s backup offer was accepted; TCF is now working in earnest to secure this purchase opportunity and get the property under contract. Although TCF is a conservation nonprofit, without long-term City of Nashville ownership purchase, the TCF is unable to own and maintain the property long-term. If sold privately, the forested habitat on the property could be harvested or converted to a non-conservation use.

4. Strategic

Beaman Park, the area surrounding the park, and the broader Nashville metro area as well as the Western Highland Rim Forest have all been identified as conservation and community priorities. Some of the plans and analyses that include the subject property area and region include the following:

- TN’s State Wildlife Action Plan (SWAP) identifies Beaman Park and the subject tract area as High to Very High for Terrestrial habitat protection. More broadly, the Western Highland Rim region of Tennessee as a Conservation Opportunity Area (COA). The subject property sits within this COA, at the rural-urban interface. The SWAP finds over 600,000 acres in this COA to be “of very high, high, & medium ranked habitat (natural ecological systems only).” And it finds over 600 "Stream miles of very high, high, and medium ranked [aquatic] habitat.”
- The State Forest Action Plan (FAP), by TN’s Department of Agriculture’s Division of Forest, identifies the Western Highland Rim Forest as a conservation priority under high threat for fragmentation and forest loss. Protecting the subject tract support the FAP goal of “Maintaining and Improving Connected Landscapes.”
- The Nashville Next Plan identifies Beaman Park as an “Anchor Park”. Conserving this property advances the plan’s Health, Livability & the Built Environment goals, and Natural Resources & Hazard Adaptation goals.
- Plan to Play identifies appropriate park growth areas. This subject tracts falls into one of those areas. It also offers an opportunity to expand mileage for unpaved trails, another goal of Plan to Play; Beaman Park is identified as a potential area for expansion as well.
- Protecting this property supports the Metro Nashville Urban Forestry and Landscape Master Plan, helping accomplish tree density goals, preserve existing canopy and “Accelerate efforts to purchase more open space and get more natural areas under conservation.” The subject tract lies within one of the Plan’s Priority Areas.
- The Nashville Open Space Plan (2011) identifies Beaman Park area as part of a critical conservation corridor that will help connect water and wildlife networks: “[There] is a conservation corridor that runs in an arc, or “C” shape, from Beaman Park through Bells Bend, through West Meade, to Warner Parks and Radnor Lake. This is a key corridor for wildlife and recreation.” Protecting this tract advances goals and priorities of the Open Space Plan.
- The Beaman Park to Bells Bend: A Community Conservation Project plan identifies a Beaman to Bells Bend Conservation Area that includes the subject tract. The plan notes important natural heritage, agricultural heritage, archeological resources, and water resources in need of protection.
- The Alvin G. Beaman Park Master Plan was informed by vegetation and wildlife habitat assessments; access points for management; and other analyses. Significant biodiversity was found in the park area, along with rare plants and sensitive wildlife habitats, notably

in streams and riparian areas, in the highland areas. These places support aquatic wildlife and invertebrates. The plan also recommended pursuing access easements with neighboring landowners, for use in emergencies. Protection of the subject property supports and advances management and conservation goals of the original park Master Plan.

- Protecting this property supports fulfillment of HCTF goals and priorities. The subject tract is with a Priority Conservation Area in the Heritage Conservation Trust Fund Act Plan (Appendix 2).

MAPS

See the following maps included in this package:

- JustJustifying_Aerial_v4
- JustJustifying_Countour_v3
- NashvilleMap_v5_Beaman Forest Project_urban expansion

APPENDIX C
BUDGET

Budget & Fee Explanation	Anticipated Cost
Purchase Price	\$3,248,694.66
Due diligence and acquisition fees (appraisal, survey, title report, ESA, etc.)	\$373,927.00
TOTAL	\$3,622,621.66

Overall Proposed Project Budget Funding Breakdown

HCTF	\$1,669,822.00
The Conservation Fund:	\$1,952,799.66
TOTAL	\$3,622,621.66

Proposed Purchase Breakdown

HCTF Portion of Purchase Price	\$1,624,347.00
HCTF Due Diligence, Transaction Cost, Closing	\$ 45,475.00
The Conservation Fund	\$1,624,347.00

Additional Notes: This proposal respectfully requests \$1,669,822.00 from HCTF. This is \$1,624,347.00 for a portion of the purchase price, and \$45,475.00 for due diligence, transaction

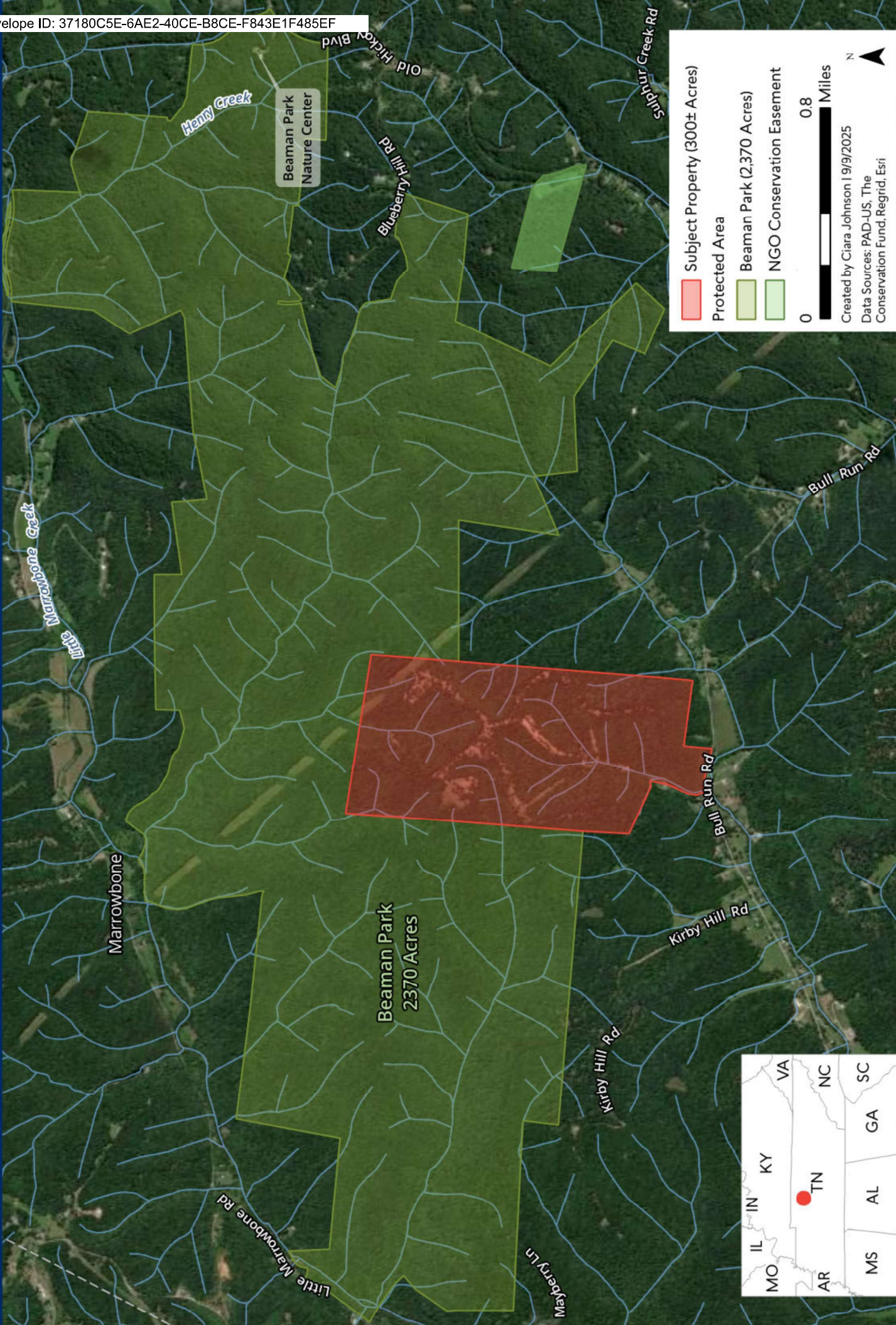
and closing costs. TCF will plan to bring the remaining \$1,624,347.00 needed to close from TCF’s internal revolving conservation fund.

Following this acquisition, TCF will temporarily hold this property, until we sell and transfer the property to the City of Nashville. Our eventual planned transfer and sale of the property to City of Nashville will be *based on* appraised fair market value, and be less the HCTF award, and less any other public or private funds TCF raises for the project from foundation(s) and other sources. TCF must recoup front-end due diligence expenses, funds provided for the purchase, and TCF program and revolving capital costs. TCF has discussed a pledge of support from the City of Nashville for \$1M. Our intention is to carry out a fundraising campaign and to seek funding from other public and private sources, ultimately transferring the property to the City of Nashville at close to one-third of appraised fair market value, or approximately \$1M.



Nashville Highland Rim Forest: Beaman Park Protection

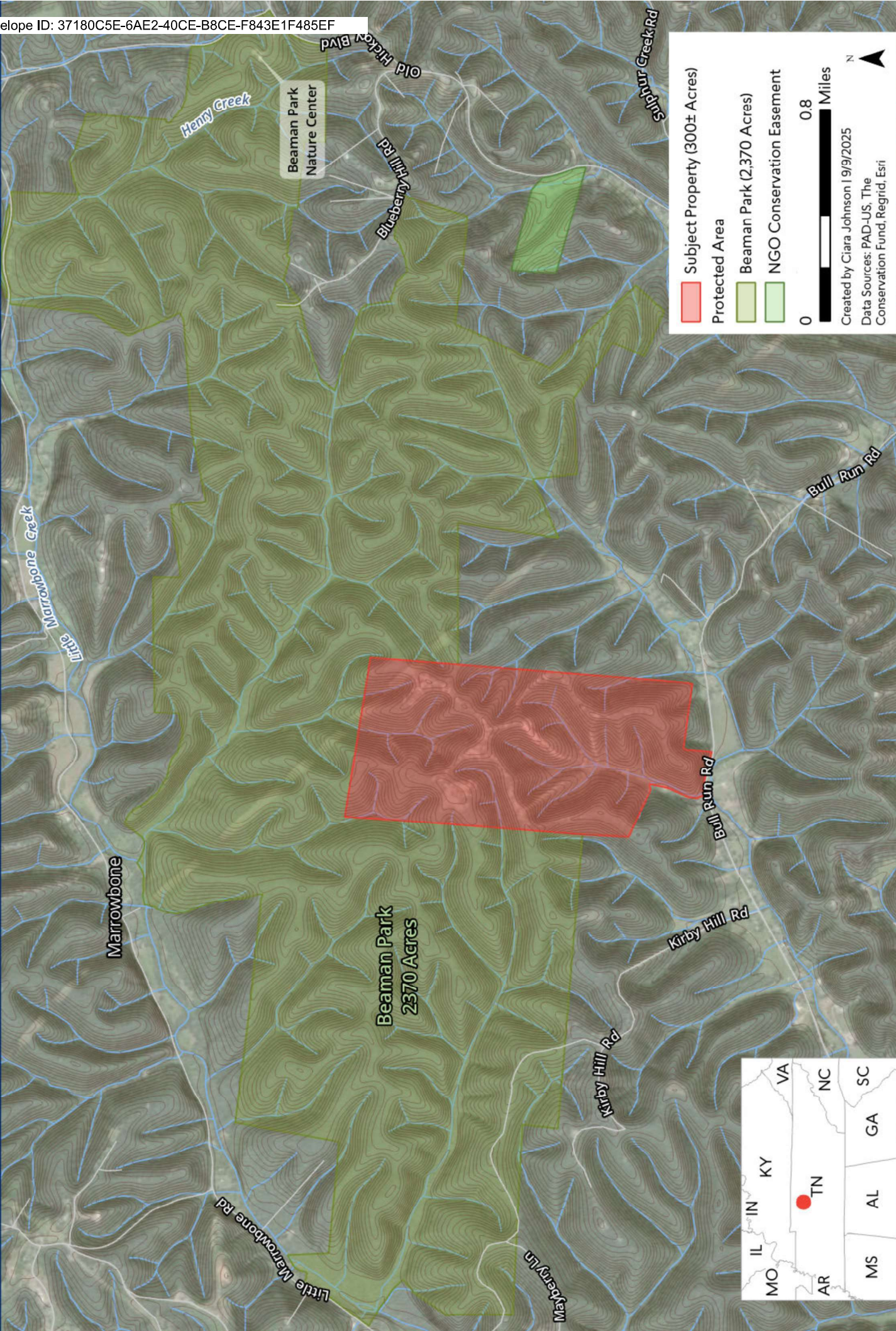
Nashville, TN





Nashville Highland Rim Forest: Beaman Park Protection

Nashville, TN



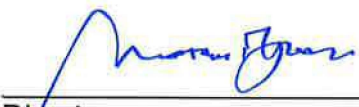
Nashville: A Growing City in a Forest

Beaman Park Protection, Nashville, TN



APPLICATION FOR Beaman Park Forest Protection – Land Acquisition Project

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Director
Department of Mayor's Office

September 19, 2025
Date

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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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