

GRANT APPLICATION SUMMARY SHEET

Grant Name: American Battlefield Protection Program-Battlefield Land Acquisition Green Tract at Nashville Battlefield, TN

Department: PARKS & RECREATION

Grantor: U.S. Department of Interior-National Park Service

Pass-Through Grantor (If applicable):

Total Applied For: \$4,128,439.50

Metro Cash Match: \$3,000,000.00

Department Contact: Cindy Harrison
862-8400

Status: NEW

Program Description:

American Battlefield Protection Program - Battlefield Land Acquisition 2.36-acre Green Tract at Nashville Battlefield, TN, located at 607 Bass Street, Nashville, TN. Tax parcels. 105-02-0-257.00, 105-02-0-433.00, Abd 105-02-0-432.00. Metro Nashville as applicant and recipient in partnership with the American Battlefield Trust, as sub-recipient, seeks to acquire and preserve the Green Property as a significant contribution to both the Nashville Battlefield and the nearby Fort Negley, which was the largest inland stone fortification. built by Union forces during the Civil War. The Tennessee Historical Commission has agreed to further protection by holding a conservation easement on the property. In 1862 the Union Army conscripted more than 2500 Black men, women and children to construct Fort Negley on St. Cloud Hill as part of their defense of occupied Nashville. Families refugeeed from slavery lived in, on and at the base of St. Cloud Hill during the Civil War in 'contraband' camps which may or may not have included all or part of the Green Property.

Plan for continuation of services upon grant expiration:

Any further development of the property as part of the Nashville Battlefield and Ft. Negley will be funded in the future through capital allocations.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

Kevin Crumbo/mal 7/17/2024 | 3:17 PM CDT
_ Director of Finance Date

Courtney Nolan 7/18/2024 | 8:40 AM CDT
_ Metropolitan Attorney Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb 7/17/2024 | 3:20 PM CDT
Director of Risk Management Date

Freddie O'Connell:mpw@nashville.gov 7/18/2024 | 6:58 AM PDT
Metropolitan Mayor Date

(This application is contingent upon approval of the application by the Metropolitan Council.)

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
PARKS & RECREATION	040	Cindy Harrison			862-8400	862-8414	
Grant Name:	American Battlefield Protection Program-Battlefield Land Acquisition Green Tract at Nashville Battlefield, TN						
Grantor:	U S Department of the Interior-National Park Service			Other:			
Grant Period From:	06/21/23	(applications only) Anticipated Application Date:		07/17/24			
Grant Period To:	07/31/27	(applications only) Application Deadline:		07/18/24			
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/> → If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$4,128,439.50			
Status:	NEW	Metro Cash Match:		\$3,000,000.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	15.928	Is Council approval required?		<input type="checkbox"/>			
Project Description:			Applic. Submitted Electronically?		<input checked="" type="checkbox"/>		
<p>American Battlefield Protection Program - Battlefield Land Acquisition 2.36-acre Green Tract at Nashville Battlefield, TN, located at 607 Bass Street, Nashville, TN. Tax parcels 105-02-0-257.00, 105-02-0-433.00, abd 105-02-0-432.00. Metro Nashville as applicant and receipt in partnership with the American Battlefied Trust, as sub-recipient, seeks to acquire and preserve the Green Property as a significant contribution to both the Nashville Battlefield and the nearby Fort Negley, which was the largest inland stone fortification built by Union forces during the Civil War. The Tennessee Historical Commission has agreed to further protection by holding a conservation easement on the property. In 1862 the Union Army conscripted more than 2500 Black men, women and children to construct Fort Negley on St. Cloud Hill as part of their defense of occupied Nashville. Families refueced from slavery lived in on and at the base of St. Cloud Hill during the Civil War in</p> <p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>Any further development of the property as part of the Nashville Battlefield and Ft. Negley will be funded in the future through capital allocations.</p>							
How is Match Determined?							
Fixed Amount of \$	\$3,000,000.00	or	% of Grant	Other: <input type="checkbox"/>			
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?	Yes	Fund		40023	Business Unit	BU40402023	
Is not budgeted?		Proposed Source of Match:		Capital funding			
(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	17.91%	Indirect Cost of Grant to Metro:		\$1,718,801.03			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:	\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							
Landowner and TN Civil War Sites Preservation Fund Grant, Other Grantor - Landowner \$110,000.00 and American Battlefield Trust \$43,439.50, American Battlefield Trust State \$2,315,000.00							

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	FY 25	\$4,128,439.50	\$2,315,000.00	\$153,439.50	\$3,000,000.00	40023, 40402023	\$0.00	\$9,596,879.00	\$1,718,801.03	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$4,128,439.50	\$2,315,000.00	\$153,439.50	\$3,000,000.00		\$0.00	\$9,596,879.00	\$1,718,801.03	\$0.00
Date Awarded:					Tot. Awarded:					
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

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



National Park Service

CRFA-PGC - Cultural Resources Financial Assistance

2024
P24AS00517

James E. Modrick

Signature

12/29/2023

Date

Table of Contents

A. Program Description	2
B. Federal Award Information.....	3
B1. Total Funding	3
B2. Expected Award Amount	3
B3. Anticipated Award Funding and Dates	3
B4. Number of Awards	3
B5. Type of Award.....	3
C. Eligibility Information	4
C1. Eligible Applicants	4
C2. Cost Sharing or Matching.....	4
C3. Other	5
D. Application and Submission Information	6
D1. Address to Request Application Package	6
D2. Content and Form of Application Submission.....	7
D3. Unique Entity Identifier and System for Award Management (SAM)	11
D4. Submission Dates and Times	11
D5. Intergovernmental Review	12
D6. Funding Restrictions	12
D7. Other Submission Requirements.....	13
E. Application Review Information.....	15
E1. Criteria	15
E2. Review and Selection Process	20
E3. CFR – Regulatory Information.....	22
E4. Anticipated Announcement and Federal Award Dates	22
F. Federal Award Administration Information.....	22
F1. Federal Award Notices	22
F2. Administrative and National Policy Requirements	23
F3. Reporting	24
G. Federal Awarding Agency Contact(s)	25
G1. Program Technical Contact.....	25
G2. Program Administration Contact	26
G3. Application System Technical Support.....	26
H. Other Information	26

A. Program Description

Authority:

54 U.S.C. 308103

Assistance Listing:

15.928

Program Background, Objectives, and Goals:

Historic battlefields and associated sites of armed conflict are powerful reminders of the shared heritage of all Americans. In an ongoing effort to extend the conservation of natural and cultural resources beyond our park boundaries, the National Park Service American Battlefield Protection Program (NPS ABPP) promotes the preservation and interpretation of these important places. NPS ABPP supports community-driven stewardship of historic resources through four grant opportunities: Preservation Planning, Battlefield Restoration, Battlefield Interpretation, and Battlefield Land Acquisition.

NPS ABPP administers Battlefield Land Acquisition Grants (BLAG) to assist State and local governments with the preservation of eligible Revolutionary War, War of 1812, and Civil War battlefield lands through acquisition of fee-simple or less-than-fee (easement) interests. Funding for the BLAG program is made available from the Land and Water Conservation Fund (LWCF) and is awarded competitively. Each grant requires a dollar-for-dollar non-Federal match. Grants are available to acquire interests in eligible Civil War battlefields listed in the Civil War sites Advisory Commission's (CWSAC) *Report on the Nation's Civil War Battlefields* (1993) and in the principal battlefields of the Revolutionary War and War of 1812 identified in NPS ABPP's *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 Sites in the United States* (2007) ([Survey Reports](#)).

A nonprofit organization may acquire an interest in an eligible site with a BLAG award in partnership with a State or local government.

Applications are accepted and evaluated on a rolling basis. Applications for acquisition of lands at eligible battlefields rated as Preservation Priority I and II properties will be given precedence in processing, evaluation, and award recommendations. As our nation approaches the 250th anniversary of the Declaration of Independence in 2026, NPS ABPP encourages projects that promote and expand preservation as well as enhance our understanding of the origins of the United States.

NPS ABPP BLAG funds may not be used to acquire land or interests in land within the legislative boundary of a unit of the National Park System. Grant recipients are required to provide for public access and enjoyment of lands or interests in lands acquired with NPS ABPP funds in a manner consistent with the preservation goals of the program. Land acquired with these funds will be subject to the LWCF non-conversion requirements. Grant recipients and their nonprofit partners who acquire an interest in eligible lands must convey a perpetual preservation easement on the land to the appropriate State Historic Preservation Office (SHPO) or to another organization acceptable to the National Park Service and SHPO.

Funding Opportunity Goals The NPS ABPP Battlefield Land Acquisition Grant program supports agency efforts to address climate-change vulnerabilities through conservation of open land and access to green space, particularly in metropolitan areas. Our goal is to increase protected acreage and engage a diverse community of preservation partners.

B. Federal Award Information

B1. Total Funding

Estimated Total Funding

\$17,400,000

B2. Expected Award Amount

Maximum Award

\$0

Minimum Award

\$0

There are no maximum or minimum award amounts. Prior awards typically have ranged from \$30,000 to \$2,000,000, while higher amounts have been awarded. The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations.

B3. Anticipated Award Funding and Dates

Anticipated Award Date

March 01, 2024

Anticipated Start Date: Rolling

Anticipated Award Date is an example. **Applications under this Notice will be accepted through December 31, 2024** and may be prioritized based on battlefield Preservation Priority rating assigned in the Survey Reports.

B4. Number of Awards

Expected Number of Awards

The number of awards in one year fluctuates between 24 and 28 based on the amount requested.

B5. Type of Award

Funding Instrument Type

G - Grant

Consistent with 31 U.S.C. § 6304:

An executive agency shall use a grant agreement as the legal instrument reflecting a relationship between the United States Government and a State, a local government, or other recipient when:

- (1) The principal purpose of the relationship is to transfer a thing of value to the State or local government or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; and
- (2) Substantial involvement is not expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement.

C. Eligibility Information

C1. Eligible Applicants

Eligible Applicants

- 00 – State governments
- 01 – County governments
- 02 – City or township governments

Additional Information on Eligibility

In accordance with 54 U.S.C. § 308103(b), Battlefield Acquisition Grant Program, this funding opportunity is limited to state or local governments. Nonprofit organizations may acquire an interest in an eligible site by partnering in an application from a state or local government which has jurisdiction over the property interest to be acquired. The government agency will be the grant recipient and serve as a pass-through entity for Federal funds to the nonprofit organization (2 C.F.R. § 200.74 and 2 C.F.R. § 200.86).

C2. Cost Sharing or Matching

Cost Sharing / Matching Requirement

Yes

In accordance with 54 U.S.C. § 308103(d), non-Federal cost share in the amount of 50%, or a ratio of 1:1, is required to be eligible for an award under this NOFO. The non-Federal entity must contribute at least 50% of the total project cost, meaning one dollar for every Federal dollar requested, from non-Federal sources as evidenced by a letter of commitment, addressed to the applicant, from the funding source(s) or awarding entity. Eligible non-Federal sources of contributions must be allowable under 2 C.F.R. § 200.306 and may include: cash, loans, and/or in-kind contributions. Non-Federal entity cost share contributions shall be annotated within the SF-424A (reference section D, Application and Submission Information) and Detailed Budget Narrative submitted by the applicant.

For purposes of this program, applicants may use a loan as non-Federal cost share. However, if the loan is secured by the land to be acquired, the lending institution must agree in writing that it

will subordinate its own interest in the property to the terms of the grant, particularly the LWCF non-conversion (54 USC 200305(f)(3)) and conservation easement requirements. The applicant must include this explicit, written agreement from the lending institution in the proposal package.

C3. Other

Pre-Application Consultation: Prospective applicants and preservation partners are strongly encouraged to contact the NPS ABPP office to discuss the proposed acquisition and preservation strategy as early as possible and prior to completing the application. Contact information can be found in Section G of this notice.

Eligible Sites: Eligible battlefields: (1) have been assigned a battlefield or “survey” code in the [Survey Reports](#); (2) are located on American soil, or within the boundaries of the United States; and (3) located outside of the exterior boundaries of a unit of the National Park System. Eligible acquisitions should lie at least 50% within the battlefield boundaries of sites identified in the Survey Reports. Battlefield boundary maps are available free of charge through the NPS ABPP website at the NPS DataStore: (<https://irma.nps.gov/DataStore/Collection/Profile/7874>). If the property to be acquired overlaps the battlefield boundary, a majority (more than 50%) of the property must be within the boundary of an eligible battlefield for the application to be eligible for funding.

Boundaries for most eligible battlefields are defined by NPS spatial data accompanying the [Survey Reports](#). Applications for eligible sites without survey-defined boundaries, including sites identified as “Needing Further Study” in NPS ABPP’s *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 Sites in the United States* (2007), must select defensible boundaries for the site according to guidelines provided in [National Register Bulletin No. 40: Guidelines for Identifying, Evaluating and Registering America’s Historic Battlefields](#) and/or [National Register Bulletin No. 21: Defining Boundaries for National Register Properties](#).

There are no limits to the number of applications an applicant may submit.

Applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards.

Excluded Parties:

NPS conducts a review of the SAM.gov Exclusions database for all applicant entities and their key project personnel prior to award. The NPS cannot award funds to entities or their key project personnel identified in the SAM.gov Exclusions database as ineligible, prohibited/restricted or otherwise excluded from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits, as their ineligibility condition applies to this Federal program.

Foreign Entities or Projects

This program does not provide funding to foreign entities or for projects conducted outside the United States.

D. Application and Submission Information

D1. Address to Request Application Package

Applicants are encouraged to contact the NPS ABPP staff to discuss the proposed acquisition prior to submitting an application. Contact information can be found in Section G of this notice.

An Application Package has been included with the Notice of Funding Opportunity on Grants.gov. The Application Package contains mandatory forms that must be submitted with your proposal, including: the SF-424 (Application for Financial Assistance), SF-424A (Budget Information), SF-424B (Assurances). The Application Package also includes a Project Narrative Attachment and Budget Narrative Attachment for additional documentation. The Application Package can also be accessed and downloaded from the Synopsis page of this announcement in Grants.gov. Applicants may also request paper copies of application materials by contacting the Awarding Agency using the information provided in Section G of this Notice of Funding Opportunity.

You must complete the mandatory standard forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information. A complete application should include:

- Standard Form 424 (SF 424) - Application for Federal Assistance. Complete this form as much as possible with all applicable information.
- Standard Form 424A (SF 424A) - Budget Information. Applicants must provide an estimated cumulative budget for the total project in the proposal. The estimated budget must align with the projected scope of work presented in the application.
- Project Abstract Summary – The project abstract form must be completed to meet Federal award reporting requirements. Ensure the project abstract succinctly describes the project in plain language that the public can understand and use without the full proposal. If the application is funded, this information will be made available for public access including on USA Spending.gov
- Detailed Budget – The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A.
- Standard Form 424B (SF 424B) – Assurances. This form must be signed and submitted with your application.
- Project Narrative - Proposal Submission Format
- Indirect Costs - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200,

Appendix III through Appendix VII, as applicable. If fully negotiated indirect cost rates are applied, the associated rate agreement must be provided with your proposal. Proposals that fail to document their indirect costs may have those costs disallowed.

A complete application also includes the following documentation detailed in Section D7 below:

- Applicant Cover Letter
- Schedule for Completion
- Easement Holder Letter or Preservation Letter of Agreement statement
- Willing Seller documentation
- Cost Share Documentation
- Battlefield/Parcel Map
- Photos of the Property
- GIS shapefiles

D2. Content and Form of Application Submission

Project Narrative

The Project Narrative must identify the property to be acquired with the following information: Name and address of property (“Tract”) and eligible battlefield where the Tract is located, including survey code(s) assigned in the “Survey Reports.” Applicants must also state the Preservation Priority assigned to the battlefield in the [Survey Reports](#) and should provide the National Register Information System (NRIS) database number for any properties, including National Historic Landmarks, listed in the National Register of Historic Places.

The Project Narrative should specifically address each of the review criteria and questions (see Section E):

- Historical Significance and Integrity
- Resource Analysis and Proposed Activities
- Statement of Threat, Preservation Strategy and Future Sustainability
- Qualification, Experience and Capacity of Applicant and partners

The Project Narrative document should be a maximum of 5 pages long with font at a minimum size of 11, and 1-inch margins. (The SF-424, SF-424A, SF-424B, SF-LLL (if applicable), as well as required maps, photos, and resumes are not counted as part of the 5-page limit).

Applications to acquire lands associated with eligible sites without survey-defined boundaries must submit documentation described in Section C3. The Project Narrative may reference required documentation substantiating boundaries that is provided as a separate attachment to the application.

Additional information that is pertinent to the proposal should be included as attachments.

SF-424, Application for Federal Assistance

Applicants must submit the appropriate Standard Form (SF)-424, Application for Federal Assistance. Individuals applying as a private citizen (i.e., unrelated to any business or nonprofit

organization you may own or operate in your name), must complete the SF-424, Application for Federal Assistance-Individual form. All other applicants must complete the standard SF-424, Application for Federal Assistance. The required application forms are available with this announcement on Grants.gov. The SF-424, Application for Federal Assistance must be complete, signed, and dated. Do not include any proprietary or personally identifiable information. Please note: Enter only the amount requested from this Federal program in the “Federal” funding box on the SF-424 Application form. Include any other Federal sources of funding in the “Other” box and provide details on those Federal source(s) and funding amount(s) in the required Budget Narrative (see the “Budget Narrative” section below).

Applicants must submit the appropriate SF-424 Budget Information form and Budget Narrative. For non-construction programs or projects, applicants must complete and submit the SF-424A, “Budget Information for Non-Construction Programs” form. All of the required application forms are available with this announcement on Grants.gov. Federal award recipients and subrecipients are subject to Federal award cost principles in 2 CFR 200.

Applicants must provide an estimated cumulative budget for the total project in the proposal. The estimated budget must align with the proposed scope of work presented in the Project Narrative. Unit cost estimates shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. A detailed Budget Narrative must also be submitted with the application.

Any applicant organization that has not completed the financial assistance certifications and representations within their SAM.gov registration must submit the appropriate signed and dated Assurances form. All of the required application forms are available with this announcement on Grants.gov.

Detailed Budget Narrative

The project budget shall include detailed information on all cost categories and must clearly identify all estimated project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A or SF424C.

In addition to the SF-424A, applicants shall include a detailed Budget Narrative description of the items included in line 6.h. (“Other”) of the SF-424A, including the value of in-kind contributions of goods and services provided to complete the project in accordance with 2 C.F.R. § 200.306(b) (See Section C.2. of this announcement).

The Budget Narrative must include income and expense lines, and present cost centers to distinguish expenses allocated to Federal and non-Federal sources. Expense categories can include, but are not limited to: Purchase Price, Appraisal, Appraisal Review, Environmental Assessment, expenses relating to Section 106 review and consultation, Property Surveying, Title Search and Insurance, Recording Fees, Settlement and Legal Fees. For acquisitions that include any contracted lease-back arrangements, such arrangements are considered Program Income under [2 CFR §200.1](#) during the grant period of performance and must be accounted for as such in the Budget Narrative.

Project Abstract Summary

Please complete and submit with your application package the Project Abstract Summary form with the following information:

- Funding Opportunity Number;
- Goals and Objectives of your proposed project;
- Summary of Project Activities;
- Performance Goals including milestones and expected outcomes;
- Who will benefit from your project.

This information will be transmitted to USASpending.gov and be viewable by the public.

Conflict of Interest Disclosure

Per the Financial Assistance Interior Regulation (FAIR), [2 CFR §1402.112](#), applicants must state in their application if any actual or potential conflict of interest exists at the time of submission.

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict of interest provisions in [2 CFR §200.318](#) apply.

(b) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with [2 CFR §200.112](#).

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by sub recipients.

(c) Restrictions on lobbying. Non-Federal entities are strictly prohibited from using funds under a grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to [43 CFR §18](#) and [prelim@title31/subtitle2/chapter13&edition=prelim">31 USC §1352](#).

(d) Review procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(e) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in [2 CFR §200.339](#), Remedies for noncompliance, including suspension or debarment (see also [2 CFR §180](#)).

Uniform Audit Reporting Statement

All U.S. states, local governments, federally recognized Indian tribes, institutions of higher education, and non-profit organizations expending \$750,000 USD or more in Federal award funds in the applicant's fiscal year must submit a Single Audit report for that year through the [Federal Audit Clearinghouse's Internet Data Entry System](#), in accordance with 2 CFR 200 subpart F. U.S. state, local government, federally recognized Indian tribes, institutions of higher education, and non-profit applicants must state if your organization was or was not required to submit a Single Audit report for the most recently closed fiscal year. If your organization was required to submit a Single Audit report for the most recently closed fiscal year, provide the EIN associated with that report and state if it is available through the [Federal Audit Clearinghouse](#) website.

Certification Regarding Lobbying

Applicants requesting more than \$100,000 in Federal funding must certify to the statements in [43 CFR Part 18, Appendix A-Certification Regarding Lobbying](#). If this application requests more than \$100,000 in Federal funds, the Authorized Official's signature on the appropriate SF-424, Application for Federal Assistance form also represents the entity's certification of the statements in 43 CFR Part 18, Appendix A.

Disclosure of Lobbying Activities

Applicants and recipients must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. Applicants and recipients must complete and submit the [SF-LLL, "Disclosure of Lobbying Activities"](#) form if the Federal share of the proposal or award is more than \$100,000 and the applicant or recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. The SF-LLL form is available with this Funding Opportunity on Grants.gov. See 43 CFR, Subpart 18.100 and 31 USC 1352 for more information on when additional submission of this form is required.

Overlap or Duplication of Effort Statement

If the project proposed in this application is funded through another Federal financial assistance award, in part or in whole, the applicant must provide a statement detailing the potential funding overlap in regards to activities, costs, or time commitment of key personnel. Provide a copy of any overlapping or duplicative proposal submitted to any other potential funding entity and identify when that proposal was submitted or copy of Federal financial assistance award covering activities covered under this proposal. The statement and the description of overlap or duplication, when applicable, may be provided within the proposal or as a separate attachment to the application. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount. If no such overlap or duplication exists, state, "There are no overlaps or duplication between this application and any of our other Federal applications or funded projects"

D3. Unique Entity Identifier and System for Award Management (SAM)

Identifier and System for Award Management (SAM.gov) Registration:

This requirement does not apply to individuals applying for funds as an individual (i.e., unrelated to any business or nonprofit organization you may own, operate, or work within), or any entity with an exception to bypass SAM.gov registration with prior approval from the funding bureau or office in accordance with bureau or office policy. All other applicants are required to register in SAM.gov prior to submitting a Federal award application and obtain a [Unique Entity Identifier \(UEI\)](#) which replaced the Data Universal Numbering System (DUNS) number from Dun & Bradstreet in April 2022. A Federal award may not be made to an applicant that has not completed the SAM.gov registration. If an applicant selected for funding has not completed their SAM.gov registration by the time the program is ready to make an award, the program may determine the applicant is not qualified to receive an award. Federal award recipients must also continue to maintain an active SAM.gov registration with current information through the life of their Federal award(s). See the “Submission Requirements” section of this document below for more information on SAM.gov registration. **There is no cost to register with SAM.gov.** There are third-party vendors who will charge a fee in exchange for registering entities with SAM.gov; **please be aware you can register and request help for free.**

Register with the System for Award Management (SAM):

Applicants can register on the [SAM.gov](#) website. The “Help” tab on the website contains User Guides and other information to assist you with registration. The Grants.gov “[Register with SAM](#)” page also provides detailed instructions. Applicants can contact the supporting Federal Service Desk for help registering in SAM. Once registered in SAM, entities will be assigned a Unique Entity Identifier (UEI). Entities must renew and revalidate their SAM registration at least once every 12 months from the date previously registered. Entities are strongly encouraged to revalidate their registration as often as needed to ensure their information is up to date and reflects changes that may have been made to the entity’s IRS information. If applicable, foreign entities who want to receive payment directly to a U.S. bank account must enter and maintain valid, current banking information in SAM.

D4. Submission Dates and Times

Due Date for Applications

12/31/2024

Application Due Date Explanation

This Notice of Funding Opportunity will remain open until December 31, 2024, or until it is succeeded by another issuance. Electronically submitted applications and associated required documents will be accepted throughout the calendar year, but must be submitted no later than 11:59 PM, ET, on December 31, 2024.

D5. Intergovernmental Review

An intergovernmental review may be required for applications submissions from a U.S. state or local government prior to submission. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the state's process under [Executive Order 12372](#).

D6. Funding Restrictions

The Federal awarding agency that provides the largest amount of direct funding to your organization is your cognizant agency for indirect costs, unless otherwise assigned by the White House Office of Management and Budget (OMB). If the Department of the Interior is your organization's cognizant agency, the Interior Business Center will negotiate your indirect cost rate. Contact the Interior Business Center by phone 916-930-3803 or using the [IBC Email Submission Form](#). See the [IBC Website](#) for more information.

Organizations must have an active Federal award before they can submit an indirect cost rate proposal to their cognizant agency. Failure to establish an approved rate during the award period renders all costs otherwise allocable as indirect costs unallowable under the award. Recipients must have prior written approval from the Service to use amounts budgeted for direct costs to satisfy cost-share or match requirements or to cover unallowable indirect costs. Recipients shall not shift unallowable indirect costs to another Federal award unless specifically authorized to do so by legislation.

Required Indirect Cost Statement to be submitted with Application.

All organizations must include the applicable statement from the following list in their application, and attach to their application any documentation identified in the applicable statement:

We are:

- A U.S. state or local government entity receiving more than \$35 million in direct Federal funding each year with an indirect cost rate of [insert rate]. We submit our indirect cost rate proposals to our cognizant agency. Attached is a copy of our most recently approved rate agreement/certification.
- A U.S. state or local government entity receiving less than \$35 million in direct Federal funding with an indirect cost rate of [insert rate]. We have prepared and will retain for audit an indirect cost rate proposal and related documentation.
- A [insert your organization type; U.S. states and local governments, do not use this statement] that has previously negotiated or currently has an approved indirect cost rate with our cognizant agency. Our indirect cost rate is [insert rate]. [Insert either: "Attached is a copy of our most recently approved but expired rate agreement. In the event an award is made, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award is made." *or* "Attached is a copy of our current negotiated indirect cost rate agreement."]
- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. If we receive an award, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award date.

- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency and has an indirect cost rate that is lower than 10%. Our indirect cost rate is [insert rate; must be lower than 10%]. However, if we receive an award we will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat indirect cost rate of [insert rate; must be lower than 10%] against [insert a clear description of the direct cost base against which your rate is charged (e.g., salaries; salaries and fringe benefits; or modified total direct costs). However, please note that your organization cannot charge indirect costs in excess of the indirect costs that would be recovered if applied against modified total direct costs as defined in [§2 CFR 200.68](#)]. We understand that we must notify the Service in writing if we establish an approved rate with our cognizant agency at any point during the award period.
- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency and has an indirect cost rate that is 10% or higher. Our indirect cost rate is [insert your organization's indirect rate; must be 10% or higher]. However, if we receive an award we will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat *de minimis* indirect cost rate of 10% to be charged against modified total direct project costs as defined in [2 CFR §200.68](#). We understand that we must notify the Service in writing if we establish a negotiated rate with our cognizant agency at any point during the award period. We understand that additional Federal funds may not be available to support an unexpected increase in indirect costs during the project period and that such changes are subject to review, negotiation, and prior approval by the Service.
- A [insert your organization type] that is submitting this proposal for consideration under the “Cooperative Ecosystem Studies Unit Network”, which has a Department of the Interior-approved indirect cost rate cap of 17.5%. If we have an approved indirect cost rate with our cognizant agency, we understand that we must apply this reduced rate against the same direct cost base as identified in our approved indirect cost rate agreement per [2 CFR §1402.414](#). If we do not have an approved indirect cost rate with our cognizant agency, we understand that we must charge indirect costs against the modified total direct cost base defined in 2 CFR §200.68 “Modified Total Direct Cost (MTDC)”. We understand that we must request prior approval from the Service to use the 2 CFR 200 MTDC base instead of the base identified in our approved indirect cost rate agreement. We understand that Service approval of such a request will be based on: 1) a determination that our approved base is only a subset of the MTDC (such as salaries and wages); and 2) that use of the MTDC base will still result in a reduction of the total indirect costs to be charged to the award. In accordance with 2 CFR §200.405, we understand that indirect costs not recovered due to a voluntary reduction to our federally negotiated rate are not allowable for recovery via any other means.

A [insert your organization type] that will charge all costs directly.

D7. Other Submission Requirements

- Applicants must also submit in electronic format:

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- Applicant Cover Letter – A succinct description of the property to be acquired and summary of the overall preservation strategy and the disposition of the property at completion of the project, including identification of the easement holder, acknowledgment of Land and Water Conservation Fund Act requirements (see Section F(2)(b) of this announcement), and the Applicant’s affirmative commitment to serve as grant recipient (Recipient) and, if there is a Subrecipient, as a pass-through entity for Federal funding consistent with 2 CFR §200.331.
- Schedule for Completion – A statement detailing estimated dates for major milestones in the acquisition project, including acquisition/purchase of the property interest, any planned transfer of the property, recordation of deed and/or easement, as well as any proposed ground-disturbing activities or other activities that have the potential to affect historic properties or resources.
- Easement Holder Letter – A letter or statement of commitment addressed to NPS ABPP from an authorized representative of the SHPO that will hold and enforce a perpetual preservation easement on the property under terms acceptable to NPS ABPP. If the SHPO declines to hold an easement on the property, include the SHPO’s declination letter or statement and a letter from the nonprofit organization proposed as easement holder. The letter of commitment from the nonprofit organization proposed as the easement holder should acknowledge the Land and Water Conservation Fund Act Section non-conversion requirement (54 USC 200305(f)(3)) and should describe the qualifications of the proposed easement holder by: (1) acknowledging the state enabling legislation authorizing the creation of conservation and preservation easements and allows non-profits to hold easements, and showing their ability to hold easements through their charter or by-laws; (2) demonstrating that historic preservation, land conservation, or cultural landscape preservation is part of their mission through submission of the organization’s charter, mission statement, policies, or by-laws, as attachments; (3) demonstrating that the organization has the capacity to enforce and defend the easement in perpetuity through financial resources or legal insurance; and (4) demonstrating that the organization has the expertise to carry out land management, stewardship, and conservation and preservation activities consistent with the Secretary of the Interior’s *Standards*. (See “Nonprofit Easement Holder Qualifications,” posted in ABPP Easement Attachment – Part II, for documentation required to demonstrate organizational capacity and expertise.) Grantors of easements to nonprofit organizations should review “Required Language for Easements with Nonprofit Grantees & Nonprofit or Private Grantors,” posted in ABPP Easement Attachment – Part III, for mandatory clauses to be included in easements granted to nonprofit organizations by nonprofit or private property owners.
- Preservation Letter of Agreement (only for projects in which a State governmental agency will acquire and manage the property) – A statement from the Applicant of their intention to record a Preservation Letter of Agreement, in lieu of an easement, with the deed of sale and requiring the following stipulations (when permitted by State law): perpetual duration of acquisition; allowance for public access; commitment to maintain the historic features and landscape of the

property; restrictions on development to activities needed for interpretation and visitor access; SHPO review and approval of pre-development plans (including survey, evaluation and documentation of historic resources and design/construction documents); acknowledgment of the Land and Water Conservation Fund Act Section non-conversion requirement (54 USC 200305(f)(3)).

- Willing Seller documentation – A copy of a letter stating willingness to sell or contract to purchase signed and dated by the seller. This documentation should also include the seller’s commitment to refrain from activities with the potential to affect historic properties.
- Cost Share Documentation – A letter from the awarding entity demonstrating the commitment of funds to be included as part of the required non-Federal share. Must include a statement assuring that no pass-through Federal funds are included in the commitment to the applicant.
- Battlefield/parcel map – Map depicting the property to be acquired with reference to the core area and battlefield boundaries of the eligible battlefield(s) as defined by spatial data accompanying Survey Reports; boundaries of nearby properties listed in the National Register of Historic Places; boundaries of nearby units of the National Park System; and existing buildings, structures, and significant landscape features within the project area.
- Photos – Three to four photos of the property (or interest) to be acquired; photos should be in high-def JPEG format and georeferenced, including one aerial image via Google Earth, and must include permission to use, a narrative caption and credits for potential use in NPS ABPP announcements and social media.
- Associated GIS shapefiles, or geodatabases, including metadata compliant with NPS Spatial Data Transfer Standards and FGDC. GIS files should be submitted via email to the ABPP BLAG program and not included with the grants.gov application.
- National Register or National Historic Landmarks documentation (recommended) – Copies of documentation for any property within the project area listed in the National Register of Historic Places, if applicable, are recommended but not required.

E. Application Review Information

E1. Criteria

Criterion 1 - Historical Significance and Integrity

Maximum Points: 2

Description	
Public and Program interests of the NPS	Applications should describe the Historical Significance and Integrity of the property to be acquired (“the Tract”) in a narrative statement addressing the following factors and considerations about the battlefield (“eligible site”) :

	<ul style="list-style-type: none"> • Cite the Priority ranking(s) of the eligible site as defined in the Survey Reports. • If the eligible site is listed in the National Register of Historic Places (including National Historic Landmarks), describe the significance and integrity of the battlefield lands as stated in relevant documentation including significance criteria. (The property may be listed individually or as part of a larger district and may hold significance and retain integrity in areas and periods of significance related to events before or after the battle events). • If the eligible site is associated with any other NPS designations or certifications (e.g., National Trails System, National Heritage Areas, and other commemorative programs). <p>Describe the Historical Significance and Integrity of the Tract by addressing the following factors:</p> <ul style="list-style-type: none"> • Describe the location and acreage of the Tract in relation to the boundaries of an eligible site(s) identified in the Survey Reports (e.g., inside/outside battlefield boundary, within core area, acreage in each area. Describe how the Tract contributes to the significance and integrity of the entire eligible site. Please identify historic resources/character-defining features located on the Tract, if known, and any evaluations or determinations of eligibility completed by state or local preservation officials. Please reference maps included in the application package. • Describe the use of the property since the Survey Reports were completed. How has the eligible site and, specifically, the Tract been altered since the Survey Reports were completed? • Describe the current use of the Tract and any buildings and structures, including roads and any extant monuments, on the property. Please reference photographs included in the application package.
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Criterion 2 - Resource Analysis and Proposed Activities

Maximum Points: 2

Description

<p>Technical Merits of the Proposed Effort</p>	<p>Applications should demonstrate how preservation of the eligible property will be accomplished within its geographic and thematic contexts and how proposed activities will affect historic resources. Resource Analysis and Proposed Activities should be addressed through the following considerations and by referring to the required map:</p> <ul style="list-style-type: none"> • Describe any known cultural or archeological resources on the property. Please reference any completed survey and evaluation documentation (including National Register of Historic Places and National Historic Landmark documentation) and/or describe how the project will identify and assess effects on all historic resources on the property. • Describe the proposed short-term and long-term preservation outcomes, including any proposed activities, treatments, or uses that have the potential to affect historic resources, including activities proposed after acquisition of the property that may be considered foreseeable effects. Please reference the <u>Secretary of the Interior’s Standards for the Treatment of Historic Properties and Guidelines for the Treatment of Cultural Landscapes</u>. • Describe any encumbrances on the property (e.g. existing easements, utility easements, right-of-way easements, mineral rights, timbering rights). Describe how the encumbrances will impact preservation outcomes. • Describe immediate and long-term stewardship strategies, including maintenance, monitoring, and any plans for outreach or interpretation. (Who is responsible? What? When?) • Describe the Tract’s natural environment and stewardship strategies for the natural resources within the cultural landscape (e.g., farmland, erodible soil, pasture, wetlands, ponds, hammocks, bogs, forest). <p>Regarding the Tract to be acquired and placed under easement, please address the following:</p> <ul style="list-style-type: none"> • Describe any issues that need to be resolved before an enforceable easement can be drafted as well as any conditions that need to be written into the easement.
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Criterion 3 - Statement of Threat, Preservation Strategy and Future Sustainability

Maximum Points: 2

Description

<p>Clear and Obtainable Objectives</p>	<p>Applications should demonstrate that the proposed activities are clearly defined, including timelines, and describe how the project responds to both threats and stewardship opportunities. The project narrative and supporting documentation should demonstrate that the preservation goals are achievable, that the project is sustainable, and that the preservation strategy is most appropriate to achieve the identified preservation outcomes.</p> <p>Statement of Threat, Preservation Strategy and Future Sustainability should be addressed through the following considerations:</p> <p>Statement of Threat</p> <ul style="list-style-type: none"> • What is the nature, extent, and level of severity of the threat(s) to the battlefield as a whole and to the specific tract/property to be acquired/placed under easement? • Describe why acquisition of the property at this time is the most appropriate preservation strategy for the battlefield and, if applicable, other alternatives considered. <p>Preservation Strategy</p> <ul style="list-style-type: none"> • Eligible tracts must be outside the legislative boundaries of any associated National Park Service units. What is the closest National Park unit, and where is the Tract proposed for acquisition in relation to the unit (i.e., how far away is it from the unit, is it adjacent to the unit boundary)? • Describe any abutting, adjacent, or nearby conserved land or conservation efforts including prior BLAG acquisitions. • Is this a new preservation effort or connected to a larger, ongoing preservation effort? • Describe how this project contributes to local and/or regional preservation strategies (e.g., for battlefield, for campaign, etc.) • Describe how the project will meet the goals of the ABPP (e.g., preservation in perpetuity, 6(f)(3) requirements, preservation tool, etc.) • Describe any preservation alternatives to fee simple acquisition or easement purchase that were considered and explain why acquisition / easement is the most appropriate strategy. <p>Future Sustainability</p> <p>The application narrative should also address additional preservation interests and community values supported through the proposed acquisition:</p>
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	<ul style="list-style-type: none"> • Describe how the acquisition of this Tract will advance local interest in the preservation of the battlefield. Please describe why this place is important to the local community or to other stakeholders. • Describe accomplished and planned outreach and consultation activities, including involvement of SHPO(s), local authorities, public stakeholders, under-resourced communities, and tribes in project planning and identification of goals/preservation outcomes. • Will any historically under-resourced community or perspective benefit from the preservation of this property?
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Criterion 4 - Qualification, Experience and Capacity of Applicant and partners

Maximum Points: 2

Description	
<p>Qualifications, Experience and Capabilities to Achieve Objectives</p>	<p>Applications should demonstrate how parties participating in the project will contribute to the proposed conservation effort. Qualification, Experience, and Capacity should be addressed through the following considerations and supported by the required Application Cover letter and Easement Holder letter and other attachments, as needed:</p> <ul style="list-style-type: none"> • Describe the Applicant’s experience with similar projects, and, if applicable, describe the outcomes of past projects and/or completed BLAG acquisitions. • List and describe all preservation partners who will contribute to completion of this project, noting any past experience in battlefield preservation/acquisition or cultural resource management. Please note any staff who meet the <i>Secretary of the Interior's Historic Preservation Professional Qualification Standards</i>. • Describe the proposed landowner’s ability and plan to maintain the property in compliance with the terms of the easement. • Describe the easement holder’s experience stewarding properties that are cultural landscapes (e.g., battlefields), experience managing properties that contain cultural resources, and/or experience holding easements on properties that were acquired with a BLAG. If applicable, please note any relevant certifications (e.g., certified land trust) and identify staff who meet the <i>Secretary of the Interior's Historic Preservation Professional Qualification Standards</i>.

E2. Review and Selection Process

Prior to award, the program will review any applicant statement regarding potential overlap or duplication between the project to be funded and any other funded or proposed project in terms of activities, funding, or time commitment of key personnel. Depending on the circumstances, the program may request modification to the application, other pending applications, or an active award, as needed to eliminate any duplication of effort, or the Bureau may choose not to fund the selected project.

The program may not make a Federal award to an applicant that has not completed the SAM.gov registration. If an applicant selected for funding has not completed their SAM.gov registration by the time the Bureau is ready to make an award, the program may determine that the applicant is not qualified to receive an award. The program can use that determination as a basis for making an award to another applicant.

Prior to award, the program will evaluate the risk posed by applicants as required in 2 CFR 200.205. Programs document applicant risk evaluations using the Bureau's "Financial Assistance Recipient Risk Assessment" form. Prior to approving awards for Federal funding in excess of the simplified acquisition threshold (currently \$250,000), the Bureau is required to review and consider any information about or from the applicant found in the Federal Awardee Performance and Integrity Information System. The Bureau will consider this information when completing the risk review. The Bureau uses the results of the risk evaluation to establish monitoring plans, recipient reporting frequency requirements, and to determine if one or more of the specific award conditions in 2 CFR 200.207 should be applied the award.

NPS personnel, and in some cases independent reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will go through a merit review process. The merit review panel will conduct the review based on the criteria outlined section E.1. Each criterion will be reviewed and assigned a rating of "Exceeds", "Meets", or "Does not meet" based on whether it exceeds, meets, or does not meet the criteria.

c. Policy Factors

The following program policy factors may also be considered in making the selection:

- Availability of funds
- Review of Applicant Risk

- Requirements outlined in program specific authorities: Grants are available for the fee simple acquisition of land, or for the acquisition of permanent, protective interests in land (easements), at Civil War Battlefields listed in the Civil War sites Advisory Commission's (CWSAC) *Report on the Nation's Civil War Battlefields* (1993) and at Revolutionary War and War of 1812 battlefields and associated sites identified as principal sites in the National Park Service American Battlefield Protection Program's (NPS ABPP) *Report to Congress on the Historic Preservation of Revolutionary War and War of 1812 Sites in the United States* (2007). Funds may not be used to acquire land or interests in land within the legislative boundary of a unit of the National Park System. Recipients or subrecipients should provide for the appropriate public access (entry or viewable from public right-of-way) to and enjoyment of any lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the beneficiary to protect the historic features of the battlefield from damage or loss. Land acquired with these funds must be preserved in perpetuity. In any case where a local government or a private, nonprofit organization acquires land or an interest in land with assistance from this program, it must convey an acceptable perpetual protective easement on the land to the State Historic Preservation Office (SHPO) or other organization acceptable to the National Park Service and SHPO.

d. Selection

Based upon their review, the merit reviewers will categorize each proposal into one of three categories:

- Category 1: Proposal meets or exceeds the program interests of the NPS with a strong confidence that the objectives of the agreement will be met based on the demonstrated qualifications, experience and capabilities of the applicant.
- Category 2: Proposal meets some of the program interests of the NPS, or there is a marginal confidence that the objectives of the agreement will be met based on the demonstrated qualifications, experience and capabilities of the applicant.
- Category 3: Proposal either does not meet the program interests of the NPS, or there is low confidence of meeting the objectives of the agreement based on the demonstrated qualifications, experience and capabilities of the applicant

Category 1 proposals are anticipated to be funded if funding is available. Category 2 may be funded after Category 1 proposals, if funding is available, but additional clarifications may be requested prior to funding. Category 3 proposals will not be funded.

e. Budget Review

The proposed budget will be reviewed to ensure all costs are necessary, reasonable, allowable, and allocable for the activities to be conducted. Costs will also be reviewed to determine cost realism and feasibility relative to the objectives contained within the project narrative.

Deficiencies, as well as suggested adjustments, may be noted for discussion purposes if an applicant is selected for award. Although the budget evaluation does not affect the comprehensive merit review criteria noted above, the budget information may be considered as a deciding factor for selection if the budget does not support the technical aspects of the proposal, or if adequate funds are not available to support the proposed effort.

f. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

E3. CFR – Regulatory Information

See the National Park Service's Award Terms and Conditions for the general administrative and national policy requirements applicable to Service awards. The Service will communicate any other program- or project-specific special terms and conditions to recipients in their notices of award.

E4. Anticipated Announcement and Federal Award Dates

Proposals will be evaluated on a rolling basis as applications are received. Awards are made throughout the year.

F. Federal Award Administration Information

F1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicant selected for award. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement or grant will be sent via GrantSolutions.

Work cannot begin before the agreement is fully executed by the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the execution of the agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, are at the

applicant's own risk. A grant agreement executed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

F2. Administrative and National Policy Requirements

See the "[DOI Standard Terms and Conditions](#)" for the administrative and national policy requirements applicable to DOI awards.

Data Availability

Per the Financial Assistance Interior Regulation (FAIR), [2 CFR §1402.315](#):

(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(b) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

Land and Water Conservation Fund (LWCF)

The American Battlefield Protection Act (ABPA) of 1996, as amended (54 USC 308101), authorizes this grant program. The ABPA allows Land and Water Conservation Fund monies to be used to provide the Federal share of the cost of acquiring interests in eligible battlefield land. The ABPA requires that any interest in land acquired under this program shall be subject to section 200305(f)(3) of the Land and Water Conservation Fund Act of 1965 (54 USC 308103(e)). See Section H of this notice for details on requirements.

Successful applicants will be required to convey a perpetual protective covenant or easement on the property consistent with the protections required through the grant agreement. See Section H of this notice for details on easement requirements. Additional resource documents are available as an attachment to this notice.

Financial Assistance Interior Regulations—Appraisal Requirements

All Federally assisted land acquisitions are subject to the requirements of the Financial Assistance Interior Regulations (FAIR) 2 CFR 1402.329(b)(1) including the submission of both an appraisal and written appraisal review that meet the Yellow Book standards and qualifications of the Department of the Interior Appraisal Valuation Services Office (DOI AVSO). See Section H of this notice for details on appraisal requirements.

National Historic Preservation Act—Section 106 Compliance

Projects funded under this program constitute “undertakings” as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108). See Section H of this notice for details on requirements under the NPS ABPP Programmatic Agreement as amended.

F3. Reporting

Financial Reports

All recipients must use the [SF-425, Federal Financial Report](#) form for financial reporting. At a minimum, all recipients must submit a **final** financial report. Final reports are due no later than 120 calendar days after the award period of performance end date or termination date. For awards with periods of performance longer than 12 months, recipients are required to submit **interim** financial reports on the frequency established in the Notice of Award. The only exception to the interim financial reporting requirement is if the recipient is required to use the SF 270/271 to request payment and requests payment at least once annually through the entire award period of performance. We will describe all financial reporting requirements in the Notice of Award.

Performance Reports

Performance reports must contain a comparison of actual accomplishments with the established goals and objectives of the award; a description of reasons why established goals were not met, if appropriate; and any other pertinent information relevant to the project results. Final reports are due no later than 120 calendar days after the award period of performance end date or termination date. For awards with periods of performance longer than 12 months, recipients are required to submit **interim** financial reports on the frequency established in the Notice of Award.

Significant Development Reports

Events may occur between the scheduled performance reporting dates which have significant impact upon the supported activity. In such cases, recipients are required to notify the Bureau in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Real Property Reports

Recipients and subrecipients are required to submit status reports on the status of real property acquired under the award in which the Federal government retains an interest. The required frequency of these reports will depend on the anticipated length of the Federal interest period. The Bureau will include recipient-specific real property reporting requirements, including the required data elements, reporting frequency, and report due dates, in the Notice of Award when applicable.

The approved OMB real property reporting form is the SF-429. The SF-429A shall be submitted by the recipient at least annually through the Federal award Period of Performance. Since the Federal Government interest in the land will be held for more than 15 years, the recipient must continue to submit the SF-429A within one year of the Period of Performance end date and then every five years thereafter. (2 C.F.R. § 200.330)

Conflict of Interest Disclosures

Recipients must notify the program immediately in writing of any conflict of interest that arise during the life of their Federal award, including those reported to them by any subrecipient under the award. Recipients must notify the program in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee in the Federal funding program or who otherwise may have been involved in the review and selection of the award. The term employee means any individual engaged in the performance of work pursuant to the Federal award.

Other Mandatory Disclosures

The Non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the terms and conditions outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.339](#) Remedies for Noncompliance, including suspension or debarment.

Reporting Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with Appendix XII to 2 CFR 200.

G. Federal Awarding Agency Contact(s)

G1. Program Technical Contact

For **programmatic technical assistance**, contact:

First and Last Name:

NPS American Battlefield Protection Program

Address:

1849 C Street NW, MS 7228, Washington DC 20240

Telephone:

202-354-2037

Email:

abpp_blag@nps.gov

G2. Program Administration Contact

For **program administration assistance**, contact:

First and Last Name:

James E. Modrick

Address:

1849 C Street NW, MS 7228, Washington DC 20240

Telephone:

202-354-2037

Email:

abpp_blag@nps.gov

G3. Application System Technical Support

For **Grants.gov technical registration and submission, downloading forms and application packages, contact:**

Grants.gov Customer Support

Numeric Input Field: 1-800-518-4726

Support@grants.gov

For **GrantSolutions technical registration, submission, and other assistance contact:**

GrantSolutions Customer Support

1-866-577-0771

Help@grantsolutions.gov

H. Other Information

Payments

Domestic recipients are required to register in and receive payment through the U.S. Treasury's Automated Standard Application for Payments (ASAP), unless approved for a waiver by the Service program. Foreign recipients receiving funds to a final destination bank outside the U.S. are required to receive payment through the U.S. Treasury's International Treasury Services (ITS) System. Foreign recipients receiving funds to a final destination bank in the U.S. are required to enter and maintain current banking details in their SAM.gov entity profile and receive payment through the Automated Clearing House network by electronic funds transfer (EFT). The Bureau will include recipient-specific instructions on how to request payment, including identification of any additional information required and where to submit payment requests, as applicable, in all Notices of Award.

Land and Water Conservation Fund (LWCF) Requirements –

The American Battlefield Protection Act (ABPA) of 1996, as amended (54 USC 308101), authorizes this grant program. The ABPA allows Land and Water Conservation Fund monies to be used to provide the Federal share of the cost of acquiring interests in eligible battlefield land. The ABPA requires that any interest in land acquired under this program shall be subject to section 200305(f)(3) of the Land and Water Conservation Fund Act of 1965 (54 USC 308103(e)). Section 200305(f)(3) requires that any land acquired with these funds must be

preserved and not converted to other uses without the express written consent of the Secretary of the Interior.

All recipients must agree to record with or in the deed and record in the easement (as applicable) the following:

- That the property was acquired with assistance from Federal Land and Water Conservation Act pursuant to the American Battlefield Protection Act (16 USC 469.k.).
- That the property is subject to provisions of Section 200305(f)(3) of the Land and Water Conservation Act.
- That the property, therefore, may never be converted to other than preservation uses without the written approval of the Secretary of the Interior.
- That in the event of a breach of the requirements of Section 200305(f)(3) (unauthorized conversion), the only remedy is immediate compliance with Section 6(f)(3); and
- That grant funds cannot be repaid to the NPS to nullify the requirements of Section 200305(f)(3).

Because the non-conversion clause governs the use of the land but is not necessarily sufficient to protect the historic features of the battlefield, the NPS also requires additional legal assurances that the battlefield land will be preserved appropriately.

In cases where a State government agency will acquire and manage the property, the State may enter into a letter of agreement with the NPS. The letter must assert that the State will hold the property forever, allow for public access, maintain and protect the historic features and landscape, restrict development to that needed for interpretation and visitor access, and pursue site development only after appropriate environmental and cultural studies are completed to inform the best possibilities for low impact design and construction. If the agency is other than the State Historic Preservation Office, the letter must also state that pre-development site planning (such as surveys to identify significant landscape and historic features, and archeological investigations) and final construction designs are subject to approval by the State Historic Preservation Officer. The letter must also acknowledge the LWCF non-conversion restrictions on the property. This letter will be recorded with the deed for the property and will run with the land in perpetuity.

In all other cases, recipients or sub-recipients must encumber the title to the acquired battlefield property with a preservation easement, in favor of and enforceable in court by the State Historic Preservation Officer or, if the SHPO declines to hold the easement, by another government agency acceptable to the NPS, in perpetuity. Easements must acknowledge Section 6(f)(3) restrictions and must be sent to the NPS for review and acceptance prior to their execution and recordation. **See the ABPP Easement Attachment for recommendations and requirements for preservation easements: “BLAG Easement Requirements,” for a list of required and recommended easement provisions; “Required Language for Easements with Nonprofit Grantees & Nonprofit or Private Grantors,” for mandatory clauses to be included in easements granted to nonprofit organizations by nonprofit or private property owners; and “Nonprofit Easement Holder Qualifications” for required qualifications of nonprofit entities proposed as easement holders.**

The fundamental purpose of the Land and Water Conservation Fund is to help acquire and/or develop public outdoor recreation areas. Accordingly, recipients should provide for public access to lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the Recipient to protect the historic features of the battlefield from damage or loss. Where the Recipient will place an easement on the property, the Recipient must include language in the easement that indicates the type and degree of public access to be made available to the property. At a minimum, lands purchased with LWCF funds must be visible from public rights-of-way.

Appraisal and Appraisal Review Requirements –

The award agreement will stipulate that, prior to draw down of grant funds, the NPS must receive a signed SF-429 Cover Sheet and SF-429B reflecting the property appraisal that supports the proposed acquisition cost. A digital copy of the appraisal and appraisal review must be submitted to the NPS prior to accessing award funds. The appraisal and appraisal review should be completed within one year of signing the contract to acquire the property.

Unless a waiver valuation applies in accordance with 49 CFR 24.102(c), land or interests in land that will be acquired under the award must be appraised in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, 6th Edition, dated December 6, 2016 (UASFLA or the “Yellow Book”) by a real property appraiser licensed or certified by the state or states in which the property is located. The appraisal report shall be reviewed by a qualified review appraiser that meets qualifications established by the DOI Appraisal and Valuation Services Office (AVSO), which is responsible for appraisal and valuation services and policy across the Department. Bureaus and offices shall ensure that funds are not disbursed for purchases of land or interests in land without an appraisal accompanied by a written appraisal review report that complies with standards approved by AVSO. Where appraisals are required to support federally assisted land acquisitions, AVSO has oversight responsibilities for these appraisals, including those purchased through financial assistance actions in the various grant programs within the Department. AVSO will coordinate with grant programs to conduct periodic internal control review of appraisal and appraisal review reports prepared in conjunction with grant applications for land acquisition.

The Director of the Federal Register approves the incorporation by reference of the Yellow Book in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. You may obtain a print copy or interactive electronic version from The Appraisal Foundation at <https://www.appraisalfoundation.org> or a read-only version from the U.S. Department of Justice at <https://www.justice.gov/file/408306/download>. You may inspect a copy at the Appraisal and Valuation Services Office within the Department of the Interior located at 1840 C St. NW, Washington, DC 20240 or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to www.archives.gov/federalregister/cfr/ibr-locations.html.

National Historic Preservation Act - Section 106 Consultation Requirements –

The NPS encourages Applicants to design projects to avoid Adverse Effects on historic properties and adhere to the appropriate *Secretary of the Interior's Standards and Guidelines*. The Applicant may be reimbursed for up to 50% of costs associated with identification and

evaluation of historic properties, including but not limited to any completed cultural resource surveys or inventories associated with land or conservation easement acquisitions. These costs must be included in the application budget information. The Applicant will be responsible for costs associated with resolving any adverse effects.

Upon receipt of a complete application, the NPS will fulfill its responsibilities under Section 106 of the National Historic Preservation Act to review proposed activities for their potential effects on historic properties. After NPS completes merit review of the proposal and, consistent with the terms of the [NPS ABPP Programmatic Agreement](#), as amended, the NPS will authorize the BLAG applicant, and in the case of a proposal with a pass-through entity, the subapplicant, or their designee, to initiate consultation with the appropriate SHPO and other by-right consulting parties. NPS will initiate consultations with Federally Recognized Tribes with an identified Area of Interest in the proposed project area.

No activity with the potential to affect historic properties, other than the acquisition of battlefield land, may occur on the property before the Section 106 process is complete. In accordance with Section 110(k) of the NHPA (54 U.S.C. § 306113) NPS will not provide assistance to an applicant who, with intent to avoid the requirements of Section 106, has intentionally adversely affected a historic property (e.g. demolition or removal of all or part of the property or conducting significant ground disturbing activity) to which the grant would relate, or having legal power to prevent it, has allowed the significant adverse effect to occur, unless NPS, after consultation with the ACHP, determines that circumstances justify granting the assistance despite the adverse effect created or permitted by the applicant.

NPS will propose a finding of no adverse effect only after reviewing the draft easement for sufficient restrictions to protect the identified historic properties in perpetuity and, thus, conclude the Section 106 consultation.

**American Battlefield Protection Program – Battlefield Land Acquisition Grants
Project Narrative
Green Tract at Nashville Battlefield, TN**

I. Project Summary

The Metropolitan Government of Nashville and Davidson County (“Metro Nashville”), as Applicant and Recipient, and in partnership with the American Battlefield Trust (the “Trust”), as Sub-Recipient, requests an American Battlefield Protection Program (“ABPP”) Battlefield Land Acquisition Grant (“BLAG”) in the amount of \$4,128,439.50 for the fee simple acquisition and subsequent recordation of a conservation easement encumbering the ±2.36-acre Green Tract at the Nashville Battlefield, Davidson County, TN (the “Property”). The Tennessee Historical Commission (“THC”), the Tennessee State Historic Preservation Office, has agreed to hold the conservation easement on the Property.

Preservation of the Property would be a significant contribution to both the Nashville Battlefield and the nearby Fort Negley, which was the largest inland stone fortification built by Union forces during the Civil War.

II. Site Location

The Property is located at or near 607 Bass Street, Nashville, Davidson County, TN 37203 and is identified as tax parcels 105-02-0-257.00, 105-02-0-433.00, and 105-02-0-432.00 among the land records of Davidson County. The direct Area of Potential Effect (“APE”) of the acquisition of the Property and subsequent recordation of the conservation easement (the undertaking) is defined as within the boundaries of the ±2.36-acre Property. The Property is a corner lot with frontage along Bass Street, Oak Street, and a railroad.

III. Tract Significance

The Property is located entirely within the Study Area of the Nashville Battlefield, which is identified in the 1993 *Civil War Sites Advisory Commission Report on the Nation’s Civil War Battlefields* (“CWSAC”) as CWSAC Reference #TN038 and has been given a Preservation Priority of IV.2 (Class A).

The Property is at the base of St. Cloud Hill ±0.2 miles northeast of Fort Negley (#75001748), as listed on the NRHP in 1975. Fort Negley was the largest inland stone fortification built during the Civil War. In 1862, the Union Army conscripted more than 2,500 Black men, women, and children to construct Fort Negley on St. Cloud Hill as part of their defense of occupied Nashville. Free and formerly enslaved civilians – including individuals who had emancipated themselves from slavery and were referred to as “contraband” by the Union Army – worked and lived in grueling conditions, and hundreds of people lost their lives. Families refugeeed from slavery lived in on and at the base of St. Cloud Hill during the Civil War in “contraband” camps, which may or may not have included all or part of the Property. Fort Negley was designated as a local Historic Landmark District in 2005 and is recognized as a Site of Memory in the Slave Route Project of the United Nations Educational, Scientific and Cultural Organization (UNESCO).

The western portion of Property along and adjacent to Bass Street is now open space, but experienced significant activity following the Civil War. According to Sanborn Fire Insurance maps and aerial photographs, the Property includes the eastern end of the historic Bass Street neighborhood. The Bass Street community was one of Nashville’s earliest free Black neighborhoods following Emancipation. Black Civil War veterans founded and grew this community from the sites of “contraband” camps that Black individuals and families lived in on and at the base of St. Cloud Hill during the Civil War. The Property was improved with several residential structures by at least 1897 along Bass Street that are no

longer extant. These or other residential structures, as well as unidentified structures (potentially associated with the mill complex), appear in this part of the Property in photographs until at least the late 1930s. While the Bass Street neighborhood was destroyed and residents displaced for the construction of Interstate 65 in the 1950s, a research team led by Dr. Angela Sutton of Vanderbilt University and Dr. Andrew R. Wyatt of Middle Tennessee State University recently conducted several archaeological investigations along Bass Street just to the west of the Property that located intact resources associated with the historic neighborhood. Dr. Sutton and Dr. Wyatt intend to continue descendent-led excavations proximal to (but not within) the project area.

The Trust is not aware of any previous archaeological investigations or identified resources on the Property. Based on oral histories of descendants of the neighborhood conducted by Dr. Sutton's and Dr. Wyatt's team and other archaeological work proximal to (but outside of) the project area; however, there is the potential that the Property may contain unidentified Civil War-era internments. A 2018 ground penetrating radar (GPR) assessment of a former baseball field and parking area to the south of Fort Negley (approximately 300 feet south of the Property) determined via that portions of the property likely contain internments of people associated with the wartime "contraband" camps and the construction of the fort. Dr. Sutton's and Dr. Wyatt's ongoing research proximal to the Property also demonstrates the Property may also have the potential to contain unidentified archaeological resources related to the post-war Bass Street neighborhood.

Any future ground disturbing activities would be conducted in accordance with the conservation easement to be recorded following the acquisition of the property, subject to the provisions of Section 6.f of the LWCF Act of 1965 and 54 U.S.C. § 200305(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301 - 200310 (2015)).

IV. Current Uses and Improvements

The existing structure along the eastern boundary of the Property has been used for commercial and industrial purposes since the 1890s. The Property's eastern boundary is currently improved with 17,380 sq. ft. warehouse that reflects various periods of construction and alteration from the 1890s to the 1990s. The building's eligibility for listing on the NRHP has not been assessed.

According to an 1897 Sanborn Fire Insurance map, the Property was originally improved with a flour mill complex owned and operated by Liberty Mills. A description of the facility in 1898 describes the following improvements constructed contiguous to one another: a five-story brick mill (50 x 140 ft.), a five-story frame and iron elevator (30 x 100 ft.); a two-story brick warehouse (50 x 135 ft.); and a one-story brick engine house (50 x 100 ft.). By 1914, Liberty Mills added a grain warehouse that extended from the existing structures to Oak Street and an office to the west of the mill along Oak Street. By at least 1953 according to city directories, Block Brothers, Inc., used the property as a warehouse and walnut processing facility to support their business selling various goods in downtown Nashville. The current landowners acquired the property from the Block family in the 1980s, after a brief rental period. Today, the property is used to produce and rent film sets. The southern end of the building is composed of at least part of two original brick mill buildings (c.1890-95) and the base of the former enclosed chimney. The 5-story brick portion of the mill structure was destroyed by a fire in the 1950s, and was replaced by a block building with a curved barrel ceiling (approximately 50 ft x 100 ft) which still stands. The brick mill structure north of the block building was entirely destroyed by a fire in the 1980s, and replaced with a 50 ft. x 200 ft. metal warehouse around 1990. There is a metal fence around the Property and a gravel driveway/parking area.

The title commitment for this transaction, dated May 13, 2024, noted the following encumbrances:

- Easement(s) as set out in the Court Order in Settlement of Landowner Action of record in Instrument Number [20140114-0003778], Register's Office of Davidson County, TN.
- Easements, restrictions, setback lines and any other matters shown on plat recorded in Plat [Book 14, Pages 202-203], Register's Office of Davidson County, TN.
- Easements, restrictions, setback lines and any other matters shown on plat recorded in Plat [Book 18, Page 649], Register's Office of Davidson County, TN.
- Terms and conditions of the lease agreement between Metropolitan Government of Nashville and Davidson County (Landlord) and Robert F. Green (Tenant.)

The Trust does not believe any of these encumbrances will impact its ability to record a conservation easement on the Property.

The threat to the Property is as follows: The Property is located between Fort Negley Park and the Nashville City Cemetery in a heavily commercial/industrial area, and it is currently highly attractive to developers.

V. Preservation Plans

This project's preservation strategy is as follows:

On June 21, 2023, the Trust (as "Purchaser") entered into an Agreement of Purchase and Sale of Real Property (the "Purchase Agreement") with Robert F. Green (the "Seller"). The Purchase Agreement stipulated a purchase price of \$9,250,000, and a closing date of April 1, 2024, with an option for Purchaser to extend the closing date up to 120 days to satisfy closing conditions. On May 14, 2024, the Purchaser and Seller entered into the First Amendment to Agreement for the Purchase and Sale of Real Property, which raised the purchase price to \$9,400,000, and modified the closing date to November 1, 2024, with an option for Purchaser to extend to December 30, 2024, if necessary for the Purchaser to receive grant funding. Following acquisition, the Property will be subject to three-year holdover by the Seller.

Following the Trust's acquisition of the Property, the Trust plans to record a conservation easement to permanently protect the property as required by the ABPP grant. THC has agreed to act as the easement holder for this project. The Trust will negotiate the terms of the conservation easement with THC and anticipates recording the conservation easement by January 31, 2025. Following the recordation of a conservation easement on the Property, the Trust will transfer the property to Metro Nashville. In a later phase of the project – following the recordation of a conservation easement, the transfer of the Property to Metro Nashville, and the termination of the holdover agreement – Metro Nashville plans to integrate the Property into the adjacent Fort Negley Park ("the Park") in coordination with their implementation of a 2022 Master Plan to create an "open-air museum of national significance that speaks through the cultural landscape to reveal history from Civil War to Civil Rights." The recordation of the conservation easement will address the protection and treatment of any historic resources, if present. There are no confirmed plans currently, but Metro Nashville anticipates that future plans for the Property will recommend the retention of the extant portions of the original mill structure and the demolition of modern features.

This undertaking has the potential to indirectly impact the character of the properties adjoining the Property, including Fort Negley Park, since Metro Nashville may make plans to integrate the Property into the Park and the 2022 Master Plan for the Park in a future phase of the project (no demolition or construction will occur as part of this current undertaking). The Plan does not address the Property directly but recommends the construction of a plaza and pedestrian gateway to the Park at the intersection of Bass and Oak at the northwest corner of this Property. Metro Nashville's acquisition of this Property

would (after recordation of the conservation easement and the termination of the holdover agreement) give them the option to integrate the Property into these future Park improvements and/or any implementation of this Plan. The indirect APE accounts for potential changes in public access to and/or use of the Park via the addition of this Property to the Park. The Park currently includes a visitor center, a parking lot, and paved pathways/boardwalks with 20 interpretive panels that detail the history of the Fort and its contexts. Metro Nashville leases a portion of their property along Fort Negley Boulevard to the Adventure Science Center, a science museum and planetarium.

The indirect APE also accounts for the visual effects any improvements to potentially be demolished, altered, or added may have on the viewshed of Fort Negley on St. Cloud Hill to the south and southwest, as well as adjacent properties within 500 feet to the north and east. The area immediately to the north of the Property is private commercial property and the Nashville City Cemetery is east of the Property. The Nashville City Cemetery (#72001235) was listed in NRHP in 1972.

The conservation easement will include the Land and Water Conservation Fund Act non-conversion requirement (54 USC 200305(f)(3)). Further, the current and any future landowners will be subject to the terms of the conservation easement. The easement will include a statement regarding the historic significance of the Property and will include certain battlefield-specific restrictions.

This project is consistent with the goals of ABPP, because recordation of a conservation easement (which will include the LWCF non-conversion requirement) will ensure the Property is protected in perpetuity.

VI. Transaction Participants

The following organizations are partners in this preservation effort:

- Metro Nashville, as Applicant and Recipient of BLAG funds; as contributor of transaction funding; and as transferee of the Property following the Trust's acquisition
- The Trust, as Purchaser of the Property and Sub-Recipient of BLAG funds
- THC, as Easement Holder and grantor of Civil War Sites Preservation Fund grant

Metro Nashville was formed in 1962, after the citizens of Davidson County and the City of Nashville voted to consolidate the county and city governments. More information is available at <https://www.nashville.gov/departments/government/history-metro>. Metro Nashville has not previously acted as a BLAG applicant, but they have previously been a recipient of federal funds. Further, Metro Nashville has experience stewarding historic land; the Nashville Metropolitan Board of Parks and Recreation runs the Fort Negley Visitors Center. More information is available at <https://www.nashville.gov/departments/parks/historic-sites/fort-negley>.

The Trust preserves America's hallowed battlegrounds and educates the public about what happened there and why it matters. The Trust has preserved more than 58,000 acres in the last thirty years, including over 4,200 acres in the State of Tennessee. In addition to preserving land through fee simple acquisitions and the use of perpetual conservation easements, the Trust has developed a robust stewardship program, which includes land restoration and interpretation projects. Further, the Trust has built relationships with organizations and entities at every level throughout the country, including the National Park Service, State Historic Preservation Offices, state parks, and local friends' groups. This experience has prepared the Trust to efficiently shepherd this project through every step, from due diligence and negotiation of the transaction through recordation of a conservation easement.

THC is Tennessee's State Historic Preservation Office. Please see the attached Easement Holder Letter for details regarding their qualifications and experience as an easement holder.

VII. Local Values

This preservation project complements a number of local and statewide conservation initiatives, including the City of Nashville’s goal of affirming the continuity and evolution of urban society through the preservation and renewal of historic buildings, districts, and landscapes (“NashvilleNext Comprehensive Plan 2040,” available at <https://www.nashville.gov/departments/planning/nashvillenext/nashvillenext-plan>); the Metropolitan Historical Commission’s vision of creating an open-air museum of national significance that speaks through the cultural landscape to reveal history from Civil War to Civil Rights (“Fort Negley Master Plan - 2022,” available at <https://www.nashville.gov/departments/parks/planning-and-development/park-plans-and-projects/fort-negley>); and the Tennessee Department of Environment & Conservation’s goal of providing unique recreational opportunities that create and drive heritage tourism (“Tennessee Outdoors – Vision 2030,” available at <https://www.tn.gov/environment/program-areas/res-recreation-educational-services/scorp.html>).

Further, as part of the TN CWSPF grant application process, the Trust received support letters from the following entities and individuals: Battle of Franklin Trust; Adventure Science Center; State Representative Bob Freeman; State Representative Sam Whitson; Tennessee Civil War Preservation Association; State Senator Jeff Yarbro; and Metropolitan Councilmember Terry Vo.

VIII. Budget and Matching Funds

Please see attached a Budget Narrative that lists all anticipated project costs and sources of funds. Please also see attached the following:

- A letter from the Trust expressing its commitment of funds for this transaction.
- A copy of the TN CWSPF grant announcement.
- Resolution dated June 4, 2024, expressing Metro Nashville’s approval of funds for this transaction. Note that the ABPP and State of Tennessee grant amounts included in the resolution were estimates made before the appraisal and purchase agreement amendments were completed.

IX. Program Income

Following acquisition, the to the Property will be subject to three-year holdover by the Seller. The Seller will remain responsible for all costs related to the property.

**American Battlefield Trust
Green Tract at Nashville Battlefield, TN
ABPP Battlefield Land Acquisition Grant Budget Narrative**

Sources	American Battlefield Trust	Landowner Donation	TN Civil War Sites Preservation Fund Grant	Metropolitan Government of Nashville and Davidson County Grant	ABPP BLAG Request	Total Sources	Description
American Battlefield Trust & Landowner Donation	\$ 43,439.50	\$ 110,000.00	\$ -	\$ -	\$ -	\$ 153,439.50	The Trust will provide funding. Please see attached a letter from the Trust expressing this commitment of funds.
TN Civil War Sites Preservation Fund Grant	\$ -		\$ 2,315,000.00	\$ -	\$ -	\$ 2,315,000.00	The Trust applied for a TN Civil War Sites Preservation Fund grant in fall 2023. The award was announced in a press release dated 2/27/2024.
Metropolitan Government of Nashville and Davidson County Grant	\$ -		\$ -	\$ 3,000,000.00	\$ -	\$ 3,000,000.00	In a resolution dated June 4, 2024, the Metropolitan Government of Nashville and Davidson County approved a grant in the amount of \$3,000,000 toward the acquisition of the Property.
ABPP BLAG Request	\$ -		\$ -	\$ -	\$ 4,128,439.50	\$ 4,128,439.50	Based on approximately 50% of the project costs.
Total Sources	\$ 43,439.50	\$ 110,000.00	\$ 2,315,000.00	\$ 3,000,000.00	\$ 4,128,439.50	\$ 9,596,879.00	

Uses	American Battlefield Trust	Landowner Donation	TN Civil War Sites Preservation Fund Grant	Metropolitan Government of Nashville and Davidson County Grant	ABPP BLAG Request	Total Expenses	Description
Purchase Price/Appraised Value	\$ -	\$ 110,000.00	\$ 2,315,000.00	\$ 3,000,000.00	\$ 4,085,000.00	\$ 9,510,000.00	The First Amendment to Agreement of Purchase and Sale, dated 5/14/2024, set the cash purchase price at \$9,400,000. An appraisal effective 12/19/2023 valued the Property at \$9,510,000.
Appraisal	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 9,000.00	Moffett-Revell LLC completed an appraisal, effective 12/19/2023 and invoiced 1/1/2024. Estimated additional expense related to update of \$1,500.
Appraisal Review	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	The cost of the appraisal review is estimated based on the cost for similar transactions in Tennessee.
Phase I Environmental Site Assessment	\$ 1,525.00	\$ -	\$ -	\$ -	\$ 1,525.00	\$ 3,050.00	Atlantic Shores Environmental Services Ltd. completed an Environmental Desktop Review, dated 5/16/2024 and invoiced 5/17/2024 (\$650), and a Phase I ESA dated and invoiced 6/25/2024 (\$2,400).
Boundary Survey	\$ 5,275.00	\$ -	\$ -	\$ -	\$ 5,275.00	\$ 10,550.00	The cost of the survey is estimated based on proposal dated 6/11/2024 from RaganSmith.
Title Search and Insurance	\$ 10,789.50	\$ -	\$ -	\$ -	\$ 10,789.50	\$ 21,579.00	Title expenses will be included in the closing settlement statement and are estimated based on the cost of other similar transactions in Tennessee.
Recording Fees and Taxes	\$ 17,425.00	\$ -	\$ -	\$ -	\$ 17,425.00	\$ 34,850.00	Recording fees and taxes will be included in the closing settlement statement and are estimated based on the cost of other similar transactions in Tennessee.
Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	The Trust does not anticipate legal fees for this transaction.
Settlement Fee	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ 750.00	The settlement fee will be included in the closing settlement statement and is estimated based on the cost of other similar transactions in Tennessee.
Section 106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Section 106 costs not anticipated during period of performance.
Baseline Documentation Report	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 5,000.00	The cost of the BDR is estimated based on the cost for similar transactions in Tennessee.
Signage	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ 100.00	The cost of grant signage is estimated based on the cost of similar signage for BLAG projects.
Total Uses	\$ 43,439.50	\$ 110,000.00	\$ 2,315,000.00	\$ 3,000,000.00	\$ 4,128,439.50	\$ 9,596,879.00	

Project Abstract Summary

This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.

Funding Opportunity Number

P24AS00517

CFDA(s)

15.928

Applicant Name

Metropolitan Government of Nashville and Davidson County

Descriptive Title of Applicant's Project

Battlefield Land Acquisition Grant: Fee acquisition of 2.36-acre tract at Nashville Battlefield, Davidson County, TN

Project Abstract

The Metropolitan Government of Nashville and Davidson County ("Metro Nashville"), as Applicant and Recipient, and in partnership with the American Battlefield Trust (the "Trust") as Sub-Recipient, requests an American Battlefield Protection Program ("ABPP") Battlefield Land Acquisition Grant ("BLAG") in the amount of \$4,128,439.50 for the fee simple acquisition by the Trust of a ±2.36-acre Tract (the "Property"), located at the Nashville Battlefield in Davidson County, TN. The Trust plans to convey a conservation easement encumbering the Property to the Tennessee Historical Commission, as required by the BLAG, if awarded, by January 31, 2025. The Trust intends to close its acquisition of the Property by November 30, 2024, and funding will be provided by the BLAG and matched by a grant from the Tennessee Civil War Sites Preservation Fund, a grant from Metro Nashville, and private funding from the Trust.

The Property is located entirely within the Study Area of the Nashville Battlefield, which is identified in the 1993 Civil War Sites Advisory Commission Report on the Nation's Civil War Battlefields ("CWSAC") as CWSAC Reference #TN038 and has been given a Preservation Priority of IV.2 (Class A).

Preservation of this eligible Civil War ±2.36-acre Property will ensure historic battlefield resources are protected in perpetuity for the benefit of current and future generations of Americans and visitors to the Property.

FREDDIE O'CONNELL, MAYOR



METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

July 3, 2024

American Battlefield Protection Program Staff
National Park Service
1849 C Street NW
Mail Stop 7228
Washington, DC 20240

Dear Sir or Madam:

The American Battlefield Trust (the "Trust") is in the process of acquiring and recording a conservation easement, to be held by the Tennessee Historical Commission ("THC"), on the ±2.36-acre Green Tract at the Nashville Battlefield, located in Davidson County, TN (the "Property"). The Metropolitan Government of Nashville and Davidson County ("Metro Nashville") has agreed to act as the Applicant and Recipient of an American Battlefield Protection Program ("ABPP") Battlefield Land Acquisition Grant ("BLAG") and to act as a pass-through entity for Federal funding consistent with 2 C.F.R. §200.331, on behalf of the Trust, as Sub-Recipient, for this project. Metro Nashville and the Trust request \$4,128,439.50 in BLAG funds for this project.

This project's preservation strategy is as follows:

On June 21, 2023, the Trust (as "Purchaser") entered into an Agreement of Purchase and Sale of Real Property (the "Purchase Agreement") with Robert F. Green (the "Seller"). The Purchase Agreement stipulated a purchase price of \$9,250,000, and a closing date of April 1, 2024, with an option for Purchaser to extend the closing date up to 120 days to satisfy closing conditions. On May 14, 2024, the Purchaser and Seller entered into the First Amendment to Agreement for the Purchase and Sale of Real Property, which raised the purchase price to \$9,400,000, and modified the closing date to November 1, 2024, with an option for Purchaser to extend to December 30, 2024, if necessary for the Purchaser to receive grant funding. Following acquisition, the Property will be subject to three-year holdover by the Seller.

Following the Trust's acquisition of the Property, the Trust plans to record a conservation easement to permanently protect the property as required by the ABPP grant. THC has agreed to act as the easement holder for this project. The Trust will negotiate the terms of the conservation easement with THC and anticipates recording the conservation easement by January 31, 2025. Following the recordation of a conservation easement on the Property, the Trust will transfer the property to Metro Nashville. In a later phase of the project – following the recordation of a conservation easement, the transfer of the Property to Metro Nashville, and the termination of the

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

holdover agreement – Metro Nashville plans to integrate the Property into the adjacent Fort Negley Park (“the Park”) in coordination with their implementation of a 2022 Master Plan to create an “open-air museum of national significance that speaks through the cultural landscape to reveal history from Civil War to Civil Rights.” The recordation of the conservation easement will address the protection and treatment of any historic resources, if present. There are no confirmed plans currently, but Metro Nashville anticipates that future plans for the Property will recommend the retention of the extant portions of the original mill structure and the demolition of modern features.

Metro Nashville acknowledges the Land and Water Conservation Fund Act non-conversion requirement (54 USC 200305(f)(3)), and understands that the following language will be included in the deed of easement:

In accordance with Section 54 U.S.C. § 200305(f)(3) (commonly known as “Section 6(f)(3)”) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301 - 200310 (2015)), “No property acquired or developed with assistance under this section shall, without the approval of the Secretary [of the United States Department of Interior], be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.” Conversion of the Property, in whole or in part, for uses other than those permitted by the Secretary acting through the American Battlefield Protection Program is not permitted without approval of the Secretary. Nothing contained in this Deed shall be interpreted to authorize or permit the violation of Section 6(f)(3) of the LWCF Act, and the requirements of the LCWF act shall survive any private action or governmental proceedings with respect to the Property or this Deed.

Metro Nashville understands that upon award of the BLAG, a grant agreement will be generated and provided by ABPP. As per Department of Interior standard award terms and conditions, Metro Nashville’s acceptance of a BLAG award is defined as the start of work, drawing down funds, or accepting the award via electronic means. All documentation required by the grant agreement, including but not limited to the conservation easement and financial documentation, will be provided by the Trust to Metro Nashville and ABPP for review and approval as appropriate. Grant funds will be available in the ASAP system for transfer after ABPP provides the grant agreement. Metro Nashville (as Recipient) shall be responsible for the transfer of these grant funds per its agreement with the Trust (as Sub-Recipient).

We appreciate all the work ABPP does in preserving our nation’s battlefields.

Sincerely,



Monique Odom

Director Metropolitan Nashville Department of Parks and Recreation

CC: Heather Groves, Senior Grants Manager, American Battlefield Trust (via email:
hgroves@battlefields.org)

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

7/3/2024

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Metropolitan Government of Nashville and Davidson County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

62-0694743

*** c. UEI:**

LGZLHP6ZHM55

d. Address:

*** Street1:**

P.O. Box 196300

Street2:

*** City:**

Nashville

County/Parish:

*** State:**

TN: Tennessee

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

37219-6300

e. Organizational Unit:

Department Name:

Metropolitan Nashville Departm

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Cindy

Middle Name:

*** Last Name:**

Harrison

Suffix:

Title:

Assistant Director Metropolitan Nashville Dep

Organizational Affiliation:

*** Telephone Number:**

615-862-8400

Fax Number:

*** Email:**

cindy.harrison@nashville.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

Metropolitan Government

*** 10. Name of Federal Agency:**

Department of Interior - National Park Service

11. Catalog of Federal Domestic Assistance Number:

15.928

CFDA Title:

Battlefield Land Acquisition Grants

*** 12. Funding Opportunity Number:**

P24AS00517

* Title:

FY2024 ABPP - Battlefield Land Acquisition Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Battlefield Land Acquisition Grant: Fee acquisition of 2.36-acre tract at Nashville Battlefield, Davidson County, TN

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,128,439.50"/>
* b. Applicant	<input type="text" value="3,000,000.00"/>
* c. State	<input type="text" value="2,315,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="153,439.50"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="9,596,879.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

OMB Number: 4040-0006
 Expiration Date: 02/28/2025

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Battlefield Land Acquisition Grant	15.928	\$	\$	\$ 4,128,439.50	\$ 5,468,439.50	\$ 9,596,879.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 4,128,439.50	\$ 5,468,439.50	\$ 9,596,879.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Battlefield Land Acquisition Grant				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	9,596,879.00				9,596,879.00
i. Total Direct Charges (sum of 6a-6h)	9,596,879.00				9,596,879.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 9,596,879.00	\$	\$	\$	\$ 9,596,879.00
7. Program Income	\$ 0.00	\$	\$	\$	\$ 0.00

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Battlefield Land Acquisition Grant	\$ 3,000,000.00	\$ 2,315,000.00	\$ 153,439.50	\$ 5,468,439.50
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 3,000,000.00	\$ 2,315,000.00	\$ 153,439.50	\$ 5,468,439.50

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 4,128,439.50	\$ 4,128,439.50	\$	\$	\$
14. Non-Federal	\$ 5,468,439.50	\$ 5,468,439.50	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$ 9,596,879.00	\$ 9,596,879.00	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Battlefield Land Acquisition Grant	\$ 4,128,439.50	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 4,128,439.50	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	
22. Indirect Charges:	

23. Remarks:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director Metropolitan Nashville Department of
APPLICANT ORGANIZATION Metropolitan Government of Nashville and Davidson County	DATE SUBMITTED 7/3/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name: Metropolitan Government of Nashville and Davidson County

* Street 1: P.O. Box 196300 Street 2: _____

* City: Nashville State: TN: Tennessee Zip: 37219-6300

Congressional District, if known: _____

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Dept of Interior - National Park Service	7. * Federal Program Name/Description: American Battlefield Protection Program CFDA Number, if applicable: 15.928
------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
-----------------------------------------------------	-----------------------------------------------

10. a. Name and Address of Lobbying Registrant:

Prefix _____ * First Name: Ballard Partners, Inc. Middle Name _____

* Last Name: M/A Suffix _____

* Street 1: 201 East Park Avenue Street 2: 5th Floor

* City: Tallahassee State: FL: Florida Zip: 32301

b. Individual Performing Services (including address if different from No. 10a)

Prefix _____ * First Name: _____ Middle Name _____

* Last Name: _____ Suffix _____

* Street 1: _____ Street 2: _____

* City: _____ State: _____ Zip: _____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix _____ First Name: Monique Middle Name _____

* Last Name: Gordon Suffix _____

Title: Director Metropolitan Nashville Department of _____ Telephone No.: 615-862-8400 Date: 1/3/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

4. Name and Address of Reporting Entity:

Prime SubAwardee Tier if known:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

6. * Federal Department/Agency: <input type="text" value="Dept of Interior - National Park Service"/>	7. * Federal Program Name/Description: <input type="text" value="American Battlefield Protection Program"/> CFDA Number, if applicable: <input type="text" value="15.928"/>
-----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--------------------------------------------------------------------	--------------------------------------------------------------

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:

American Battlefield Trust
SF-LLL
Attachment to 10.a

10.a.

Mr. James Campi, 1156 15th Street, NW, Suite 900, Washington, DC 20005

Mr. Shawn McBurney, 1156 15th Street, NW, Suite 900, Washington, DC 20005

Mr. David Anderson, Natural Resource Results, 601 13th St. NW Suite 580 South, Washington, DC 20005

Mr. Mitch Butler, Natural Resource Results, 601 13th St. NW Suite 580 South, Washington, DC 20005

**American Battlefield Trust
Green Tract at Nashville Battlefield, TN
Project Schedule**

Below, please see the anticipated schedule for acquisition of and recordation of a conservation easement interest on the Green Tract at the Nashville Battlefield, Davidson County, TN.

This project has a start date of June 21, 2023, and an anticipated end date of July 31, 2027.
Note that dates for "Pending" items are estimates and subject to revision.

Description	Status	Date	Notes
Agreement for Purchase and Sale of Real Property	Complete	June 21, 2023	
Title Search and Commitment	Complete	July 7, 2023	Revised May 13, 2024
Appraisal	Complete	December 19, 2023	
First Amendment to Agreement for Purchase and Sale of Real Property	Complete	May 14, 2024	
Environmental Desktop Review	Complete	May 16, 2024	
Phase I Environmental Site Assessment	Complete	June 25, 2024	
Easement Application / Request	Complete	July 3, 2024	
Government Sponsor Acceptance	Complete	July 3, 2024	
Easement Holder Acceptance	Complete	July 10, 2024	
ABPP BLAG Application Submission	Pending	July 17, 2024	
Boundary Survey	Pending	July 30, 2024	
Appraisal Review	Pending	August 31, 2024	
Section 106 SHPO Initiation	Pending	September 30, 2024	
Section 106 Consulting Party Letter Distribution	Pending	September 30, 2024	
Section 106 SHPO Letter	Pending	October 31, 2024	
ABPP BLAG Award	Pending	October 31, 2024	
Request for First Draw Down of Grant Proceeds	Pending	November 15, 2024	
Fee Acquisition Closing	Pending	November 30, 2024	The Trust (as "Purchaser") may extend the closing date to December 30, 2024, if necessary for the Purchaser to receive grant funding
Title Policy	Pending	December 15, 2024	
Installation of Sign	Pending	December 15, 2024	
Baseline Documentation Report	Pending	January 31, 2025	
Conservation Easement Recordation	Pending	January 31, 2025	
Transfer to Metropolitan Government of Nashville and Davidson County	Pending	January 31, 2025	
Request for Second Draw Down of Grant Proceeds	Pending	February 28, 2025	



July 10, 2024,

American Battlefield Protection Program Staff
National Park Service
1849 C Street NW
Mail Stop 7228
Washington, DC 20240

Dear Sir or Madam:

The Tennessee Historical Commission (“THC”), the State Historic Preservation Office for the State of Tennessee, has been asked by the American Battlefield Trust (the “Trust”) to hold and enforce a perpetual conservation easement on the following tract, which may be acquired utilizing funds from the National Park Service’s American Battlefield Protection Program (“ABPP”):

±2.36-acre Green Tract (the “Property”) at the Nashville Battlefield, located in Davidson County, TN

THC has the authority and agrees to hold and enforce a perpetual conservation easement on the Property, under terms acceptable to ABPP and the Trust. THC also acknowledges the Land and Water Conservation Fund Act non-conversion requirement (54 USC 200305(f)(3)) and will include the following language in the deed of easement:

In accordance with Section 54 U.S.C. § 200305(f)(3) (commonly known as “Section 6(f)(3)”) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301 - 200310 (2015)), “No property acquired or developed with assistance under this section shall, without the approval of the Secretary [of the United States Department of Interior], be converted to other than public outdoor recreation use. The Secretary shall approve a conversion only if the Secretary finds it to be in accordance with the then-existing comprehensive statewide outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.” Conversion of the Property, in whole or in part, for uses other than those permitted by the Secretary acting through the American Battlefield Protection Program is not permitted without approval of the Secretary. Nothing contained in this Deed shall be interpreted to authorize or permit the violation of Section 6(f)(3) of the LWCF Act, and the requirements of the LCWF act shall survive any private action or governmental proceedings with respect to the Property or this Deed.

As detailed in *Tennessee’s Historic Preservation Plan, 2019-2029* (“Preservation Plan”), THC was created in 1919 and became responsible for the “care for the proper marking and preservation of battlefields, houses, and other places celebrated in the history of the state” in 1921 (Preservation Plan, page 3). More information about THC is available at <https://www.tn.gov/historicalcommission/about-us.htm> and the full historic plan is available at <https://www.tn.gov/content/dam/tn/historicalcommission/plan-general/thc-plan-final-optimized.pdf>.

As of 2019, THC was granted perpetual conservation easements on more than 700 acres of battlefield property (Preservation Plan, pages 101-102). THC has acted as the perpetual easement holder for battlefield preservation properties throughout the State for several years.



Further, the following THC staff member who will assist with the development and enforcement of the conservation easement meets the Secretary of the Interior's *Professional Qualification Standards*:

- Ms. Nina Scall
 - University of Maryland: Bachelor's Degree in Anthropology with a focus in Archaeology
 - Savannah College of Art and Design: Master's Degree in Historic Preservation

Preservation of this Property will serve to help expand the vital protection of our nation's historic battlefields. THC looks forward to working on this project with the Metropolitan Government of Nashville and Davidson County, the Trust, and ABPP, and we commend your agency for your valued battlefield preservation work.

Sincerely,

A handwritten signature in blue ink that reads 'E. Patrick McIntyre'.

E. Patrick McIntyre
Executive Director
Tennessee Historical Commission

CC: Heather Groves, Senior Grants Manager, American Battlefield Trust (via email:
hgroves@battlefields.org)

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made effective as of the 21st day of June, 2023 (being the last and latest date affixed hereto next to the signature lines of Seller and Purchaser, the "Effective Date"), by and between: ROBERT F. GREEN, individual (the "Seller"); and AMERICAN BATTLEFIELD TRUST, a Virginia non-stock corporation (the "Purchaser").

RECITALS:

A. Seller is the fee simple record title owner of all or portions of twelve (12) certain parcels of land containing 2.36± acres, more or less, located at 607 Bass Street, Nashville, Davidson County, Tennessee, 37203, identified as tax parcels 105-02-0-257.00, 105-02-0-433.00 and 105-02-0-432.00, said land being located in Davidson County, Tennessee, and as described in a deed recorded with the Davidson County Register's Office in Deed Book 6451, Page 440, together with all improvements and buildings constructed thereon, timber, mineral, water and all other rights, privileges, and easements appurtenant thereto or used in connection therewith, including all of Seller's right, title, and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto or used in connection therewith (collectively the "Property");

B. Seller desires to sell and convey all of his right, title and interest in and to the Property, and Purchaser desires to buy and acquire above-described Property AS-IS, WHERE-IS, subject only to the contingencies, terms and conditions herein contained in this Agreement, and as a consequence, Seller and Purchaser are executing and ratifying the Agreement to specify and set forth the terms and conditions under which the Seller will sell and convey, and the Purchaser will buy and acquire the aforesaid Property.

NOW THEREFORE, WITNESSETH: In consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser agrees to buy from the Seller in fee simple title, the Property, under the following terms and conditions:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller will sell and convey to Purchaser, and Purchaser will buy and acquire from Seller all of Seller's right, title and interest in and to the Property.

2. Purchase Price; Terms of Payment; Deposit. On the date of settlement and closing (the "Closing Date") of the purchase and sale of the Property (the "Closing"), Purchaser shall purchase and buy the Property from the Seller for the purchase price (the "Purchase Price") of NINE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$9,250,000.00). At Closing, the Purchaser shall pay the Purchase Price in cash, or by cashier's or certified check, or by wire transfer of funds delivered to the settlement/closing agent for the Purchaser, of which amount the Deposit (as hereinafter defined) shall be made a part and credited towards the payment of such Purchase Price, and which Purchase Price (net of the Seller's costs and expenses of Closing)

is to be disbursed by the settlement/closing agent of the Purchaser to Seller on the same day recordation of the deed conveying title to the Property is accomplished, which recording is to be accomplished within three (3) business days after the Closing Date.

Within fifteen (15) business days of the mutual and full execution and delivery of this Agreement, Purchaser shall deliver in escrow to an escrow agent chosen by Purchaser (the "Escrow Agent") an earnest money deposit in the amount of TWENTY-FIVE THOUSAND and No/100ths Dollars (\$25,000.00) (the "Deposit"), which Deposit shall be paid by Purchaser in the form of cash or cashier's or certified check, or by wire transfer of funds. The Deposit shall be deposited and held by Escrow Agent. The Deposit is refundable to Purchaser in the event of default hereunder by Seller, or in the event Purchaser terminates this Agreement in accordance with Section 4.4, or in the event of a failure of a Condition to Closing as defined in Section 9.3. If this Agreement is not closed, then the Escrow Agent shall disburse the Deposit as applicable in the manner provided for elsewhere herein, and the parties agree to promptly notify the Escrow Agent in writing upon any termination of this Agreement and which party is entitled to the Deposit.

As recited above, the Purchase Price for the Property is \$9,250,000.00. Purchaser and Seller acknowledge that if the Purchase Price is less than the fair market value ("FMV") of the Property, any excess of the FMV over the Purchase Price for the Property is intended by Seller as a donation to Purchaser, conveyed with Sellers' appropriate donative intent. Note that the Purchaser does not provide tax or legal advice, and the Seller should retain qualified tax and legal advisors for determining the tax ramifications of this Agreement.

Unless prior to the Closing Date hereunder the Purchaser or Seller becomes entitled to the Deposit as provided in this Agreement, the Escrow Agent shall, concurrent with Closing, pay over and transfer the Deposit to the Settlement Agent (if a different party from Escrow Agent) for application and credit of Purchaser towards the payment of Purchase Price.

3. Contingencies.

3.1 Environmental Site Assessment. This Agreement is contingent upon the completion of a Phase I Environmental Site Assessment (the "ESA") of the Property to be paid for by Purchaser; and upon there being no items or information contained in said Phase I of the Property that the Purchaser, in its sole and absolute discretion, finds unsatisfactory.

4. Feasibility Study Period; Due Diligence.

4.1 Purpose; Duration. Etc. Purchaser shall have a period of time (the "Feasibility Study Period") from the Effective Date of this Agreement, within which to conduct such tests and investigations with respect to the Property as it shall deem necessary and/or appropriate to its determination to proceed to Closing, and in which time to obtain the approval of the requisite officials of Purchaser to proceed to Closing. The Feasibility Study Period shall commence on the Effective Date of this Agreement, and shall expire at 5:00 p.m. E.D.T. on **September 30, 2023.** **During the Feasibility Study Period, Purchaser shall, at its sole cost and expense, (a) undertake and finalize its title and survey investigations, and (b) have the right to conduct all desired due diligence investigations, tests and studies with respect to the Property including, without limitation, zoning,**

engineering, and environmental tests and studies; provided, however, that in connection with such due diligence investigations Purchaser shall use all reasonable efforts not to disturb or interfere with the rights of Seller at the Property.

4.2 Delivery of Due Diligence Items; Access. Seller shall promptly, upon the execution hereof, but in no event more than ten (10) calendar days after the date this Agreement is fully executed on behalf of Seller, furnish to Purchaser without representation or warranty of any type as to the volume or the accuracy of the information contained therein, all of Seller's files for the Property in Seller's possession or control, if any, including, without limitation, any surveys, existing title reports, improvement plans and specifications, studies, reports, environmental reports, title insurance policies, copies of leases and amendments (if any), or other information which Seller has in its possession or control with respect to the Property. During the Feasibility Study Period, upon reasonable notice from Purchaser to Seller, Seller agrees to allow Purchaser and Purchaser's agents or representatives reasonable access to the Property for purposes of any non-intrusive physical or environmental inspection of the Property necessary in the reasonable discretion of Purchaser to evaluate and analyze the feasibility of purchasing and acquiring the Property for Purchaser's intended use thereof. Purchaser agrees not to conduct or authorize any physically intrusive testing of, on, or under the Property without first obtaining Seller's written consent as to the timing and scope of work to be performed, such consent not to be unreasonably withheld or delayed.

4.3 Title. As provided in Section 5, during the Feasibility Study Period, Purchaser shall obtain the Title Commitment.

4.4 Purchaser's Right to Terminate. Purchaser shall have the right, in its sole and absolute discretion, on or before the expiration and conclusion of the Feasibility Study Period to terminate its obligation to purchase the Property by giving Seller written notice of termination (the "Termination Notice") if Purchaser decides, in its sole and absolute discretion, not to purchase the Property. If the Termination Notice is timely given, the Escrow Agent shall return the Deposit to Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities hereunder except as expressly set forth in this Agreement. In the event that Purchaser does not tender to Seller the Termination Notice on or prior to the expiration and conclusion of the Feasibility Study Period, then (i) this Agreement shall not be terminated as of the expiration of the Feasibility Study Period, but shall remain in full force and effect, it being deemed that the Purchaser shall proceed forward to purchase and acquire the Property, and (ii) the Deposit shall become nonrefundable (except in the event of a Seller default or failure of a condition precedent to Closing).

In the event Purchaser terminates this Agreement pursuant to this Section 4.4, then, upon the request of Seller, Purchaser shall, without lien, cost or expense to Seller, and without warranty or representation, immediately deliver and transfer to Seller copies of all work product (exclusive of confidential work product generated by Purchaser's attorneys, accountants, or staff) prepared by or on behalf of the Purchaser that is specific only to the Property, including tests, studies, plans, and plats as prepared in connection with Purchaser's prospective ownership of the Property. This provision shall survive termination of this Agreement.

4.5 Purchaser's Obligations with respect to Due Diligence. After its inspections are completed, to the extent that such restoration is necessitated by Purchaser's inspections, Purchaser shall, at Purchaser's sole cost and expense, restore the Property to substantially the same condition as immediately prior to Purchaser's inspections. To the extent permitted by Tennessee law, Purchaser agrees to indemnify Seller for all claims or damages to the extent attributable to Purchaser's inspections, including, without limitation, claims for personal injury or property damage, and including all costs and attorneys' fees, whether caused by Purchaser or any of Purchaser's employees, contractors, agents or licensees. These obligations of Purchaser to restore and indemnify shall survive termination of this Agreement.

5. Title. It shall be a condition precedent to Purchaser's obligation to proceed to Closing that, on the Closing Date, title to the Property shall be good of record and in fact, marketable, free of any liens and encumbrances except the Permitted Encumbrances (as defined below), and otherwise insurable at regular rates by a reputable title insurance company. Within fifteen (15) calendar days after the Effective Date of this Agreement, Purchaser shall order a commitment from a title company (the "Title Company") to issue an owner's policy of title insurance insuring the Land (the "Title Commitment"), and promptly upon receipt, shall provide the Seller with a true and complete copy of the Title Commitment. Within ten (10) days of receipt by Purchaser, Purchaser shall notify Seller in writing as to which (if any) of the matters disclosed in the Title Commitment are unacceptable to the Purchaser, except that the Purchaser shall not be obligated to notify the Seller of Purchaser's objections to any financial liens or encumbrances created by Seller that may be released upon payment of a specified or computable sum of money (the "Financial Liens") affecting the Property, as Seller is obligated to cure such Financial Liens before the Closing Date (and if not so cured, the parties hereby direct the Escrow Agent to cure such Financial Liens out of the proceeds to be paid to Seller at Closing, and deduct such amounts from the Purchase Price paid to Seller). Within seven (7) calendar days after receipt of the Title Commitment and Purchaser's letter of objections, the Seller shall notify the Purchaser in writing as to which (if any) of the title matters objected to by the Purchaser the Seller is willing to correct. If Seller does not notify Purchaser as set forth above, it shall be deemed that Seller has refused to correct any such matter(s) to which Purchaser has objected. Purchaser shall then have the balance of the Feasibility Study Period to either elect to waive those title defects that the Seller has not agreed to remedy and cure, or to terminate this Agreement if Purchaser remains unsatisfied with the condition of title to the Property. In the event of termination of this Agreement, neither party shall have any further rights or obligations under this Agreement, except for those obligations which survive termination hereunder, and Escrow Agent shall return the Deposit to Purchaser. "Permitted Encumbrances" as used herein shall mean (i) those title matters that appear on Schedule B-2 of the Title Commitment (other than Financial Liens and the so-called "pre-printed exceptions") and to which Purchaser makes no objection and (ii) those title matters to which Purchaser makes objection, and Seller refuses to correct, and in spite of such refusal Purchaser nevertheless elects to proceed hereunder after expiration of the Feasibility Study Period.

6. Disclaimer. Except for the express representations made herein by Seller to Purchaser with regard to the Property, Purchaser acknowledges and agrees that Seller has not made, does not make, and specifically negates and disclaims any other representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, including, but not limited to, the following: (a) the

value, nature, quality, or condition of the Property, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (f) the manner, quality, state of repair, or lack of repair of the Property, or (g) any other matter with respect to the Property. Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, servant, or other person. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults. The provisions of this section/paragraph shall survive Closing.

7. Representations of Seller. Seller represents the following:

7.1 Due Authorization, Ownership, and Authority. Seller is the legal owner of the Property, and does have the legal right, power and authority to enter into this Agreement and to perform his obligations hereunder, including conveying the Property. Seller has not granted any options or rights of first refusal or rights of first offer to other third parties to purchase or otherwise acquire an interest in the Property.

7.2 Encroachments. To the best knowledge of Seller there are no encroachments on to the Property from adjoining property, and the Property does not encroach on adjoining property, easements, or streets.

7.3 FIRPTA. Seller hereby represents and warrants to Purchaser that Seller is not a "foreign person or company" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Seller further agrees, if requested at closing, to furnish Purchaser an affidavit to this effect.

7.4 Moratoria; Litigation. To the best of Seller's knowledge: the Property and the use thereof are free of any sewer, water, building, or other moratoria, municipal violations, and existing or threatened litigation or condemnation proceedings; Seller has received no notice of liens or other special assessments being levied and made against the Property by any governmental authority; there are no actions, suits, or proceedings before any judicial or quasi-judicial body, or by or before any governmental authority, pending or threatened, against or affecting Seller or the Property; and to the best knowledge of Seller there is no basis for any such action. Seller shall comply with all notices, orders, or requirements of any governmental authority asserting jurisdiction over the Property that are noted or issued prior to the Closing Date.

7.5 Bankruptcy. Seller is not the subject of any bankruptcy, reorganization, or receivership proceedings filed or petitioned for under United States Bankruptcy laws.

7.6 Compliance with Laws. Seller has no actual knowledge or notice of and, to the best of Seller's knowledge, no fact or condition currently exists or previously existed on the

Property which may give rise to any violation of state, local, or federal law and regulations (zoning, occupancy, fire, environmental) governing the Property.

7.7 Leases. The Property is not subject to any leases or other agreements granting another party possession or occupancy of the Property, other than an unwritten lease at will between Seller and Dianne Patrick (the "Lease".)

7.8 Environmental. To the Seller's best knowledge, without any independent study or assessment having been made or conducted, the Property is free of all contamination by hazardous waste and materials and toxic substances as those terms are defined under federal and state environmental regulations and laws governing the Property, except as otherwise previously disclosed to Purchaser. Seller has received no notice and has not been cited for violating such environmental regulations.

All of the above representations and warranties of the Seller set forth in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated by Seller on the Closing Date without the necessity of a separate certificate with respect thereto, and shall survive the delivery of the Deed and other closing instruments and documents for a period of six (6) months.

8. Covenants and Understandings of the Parties.

8.1 Seller's Actions. From and after the Effective Date of this Agreement, Seller shall refrain from making any other change to the Property without the express written permission of Purchaser having been first obtained; refrain from committing any waste to the Property; and shall observe all laws, ordinances, regulations, and restrictions affecting the Property and the use thereof.

8.2 No Further Encumbrance. From and after the Effective Date of this Agreement, without in each instance first obtaining the prior written consent of Purchaser, the Seller shall not (i) encumber and/or pledge the Property or any portion thereof, or otherwise grant a lien or security interest to another in the Property or any portion thereof, or (ii) permit to exist any recorded mechanic's, materialmen's, laborer's, judgment or other adversarial lien upon all or any portion of the Property unless such lien is as the result of work performed by or on behalf of the Purchaser.

8.3 Payment of Charges. Seller shall, prior to the Closing Date, (i) pay as and when due and owing all real estate taxes and other public charges assessed against the Property, subject to adjustment at Closing as provided herein; (ii) pay all of its bills for labor, materials, or services for work performed on or with respect to the Property; (iii) pay and keep current without delinquency all existing loan obligations of Seller presently collaterally secured against the Property; (iv) in no way or manner adversely change the state or condition of title to the Property; and (v) not breach or violate the terms of any covenants, restrictions, easements or agreements affecting the Property.

8.4 All of the representations set forth in Section 8 herein are true and correct as if made by Seller as of the Closing Date, unless permitted to be otherwise qualified and/or waived by Purchaser in their sole discretion.

9. Closing. The purchase and sale of the Property shall be consummated as follows:

9.1 Closing Date. Closing on the purchase and sale of the Property shall occur on or before April 1, 2024.

9.2 Location of Closing. The Closing shall be consummated on the Closing Date at such a place or by mail as shall be agreed upon by the Purchaser and Seller.

9.3 Conditions to Closing. It is an express precondition to Purchaser's obligation to close hereunder that all of the following are true and correct (or waived in writing by Purchaser) on and as of the Closing Date:

9.3(1) Approval of the acquisition of this Property in all respects by the Board of Trustees of the Purchaser.

9.3(2) Title to the Property shall be in the condition required by Section 5 herein.

9.3(3) Satisfactory environmental site assessment report;

9.3(4) Approval and receipt of an American Battlefield Protection Program grant totaling not less than \$3,250,000 funding the acquisition of the Property; and

9.3(5) Approval and receipt of a grant from the State of Tennessee totaling not less than \$3,000,000 funding the acquisition of the Property; and

9.3(6) Approval and receipt of a grant from the Nashville Metropolitan Board of Parks and Recreation totaling not less than \$3,000,000 funding the acquisition of the Property; and

9.3(7) Approved conservation easement conveyed to a qualified conservation easement holder to be executed at Closing or released from an escrow and encumbering the Property; and

9.3(8) Purchaser shall have assigned this Agreement to the Metropolitan Government of Nashville and Davidson County ("Metro), and Metro shall have accepted and assumed all obligations of purchaser under this Agreement.

9.3(9) All of the contingencies provided for in Section 9 herein shall have either been satisfied or waived by Purchaser.

In the event of a failure of a condition which the Purchaser refuses to waive, Purchaser may in its sole and absolute discretion, extend the date of Closing up to one hundred twenty (120) days from the last date provided in Section 9.1, in order to permit time to satisfy the contingency, or, in the event said contingency(ies) cannot be satisfied in a timeframe agreeable to both parties, terminate this Agreement and receive the prompt return of the Deposit from the Seller or Escrow Agent, or waive such condition and proceed to Closing.

9.4 Seller's Instruments and Items. At Closing, Seller shall (i) deliver or cause to be delivered to Purchaser (a) a customary and recordable Warranty Deed conveying to the Purchaser fee simple title to the Property (title being in the condition required in Section 5 of this Agreement), and (b) the following other documents: (1) a Non-Foreign Affidavit, and (2) an Owner's Title Affidavit, and (ii) execute such documents or instruments as shall be reasonably required by the Purchaser, and the title company and Settlement Agent of Purchaser, to consummate the sale of the Property and insure title to the Property in the condition required by the terms hereof.

9.5 Purchaser's Instruments. At Closing the Purchaser shall pay to the Seller the Purchase Price for the Property and execute such documents or instruments as shall be reasonably required by the title/settlement agent of the Purchaser to consummate the sale of the Property.

9.6 Tender of Settlement. Delivery of all required items and documents by either party to the settlement agent/title company conducting settlement and closing hereunder shall constitute performance of such party's delivery obligations hereunder.

9.7 Costs and Expenses of Closing. At Closing, Seller shall pay Seller's attorney's fees, all costs pertaining to the pay-off and release of any existing financial liens or encumbrances, which are required to be released by Seller pursuant to the terms of this Agreement, the cost of the preparation of the Deed, any delinquent or current owing real estate taxes that may be then due and owing against the Property and the recording costs related to the deed and release of any existing financial liens or encumbrances. At Closing, Purchaser shall pay the Purchaser's attorney's fees, the state transfer tax, the cost of title examination and title insurance premiums, and the cost of the preparation of a survey of the Property, if applicable. In addition, Purchaser shall reimburse Seller for the actual costs incurred in connection with replacement of the roof of a building on the Property, not to exceed Fifty-One Thousand, Seven Hundred Ninety and No/100 Dollars (\$51,970.00). The Parties acknowledge that Metro has approved the replacement of the roof.

9.8 Adjustments. The payment of all real estate taxes then assessed and owing against the Property by the City of Nashville and/or Davidson County, Tennessee, and any public and/or private utilities not otherwise paid for and owing from Seller on the Property, and other revenues and/or expenses affecting the Property, shall all be adjusted and pro rated as of and on the Closing Date as between Seller and Purchaser, and the payment of the real estate taxes and other municipal charges and assessments assumed thereafter by the Purchaser.

9.9 Possession. Possession of the Property shall be delivered by Seller to Purchaser at Closing without any leases or parties in possession or occupancy, except Seller is permitted to lease the Property back in a triple net lease for an annual rent in the amount of one (1) dollar, for a term of up to three (3) years, and subject to a mutually-agreed upon lease agreement. Seller may

terminate said lease agreement with thirty (30) days notice. A copy of the form of the lease is attached hereto as Exhibit A.

10. Brokerage/Agents and Commissions. Seller and Purchaser each represent to the other that neither has dealt with any agent, broker, or finder with respect to the transaction contemplated by this Agreement. In the event that any claim for commission or finder's fee is brought by any other person or entity as a consequence of the transaction contemplated hereby, and as a result of any action or omission of either Seller or Purchaser, then Seller or Purchaser, as the case may be, shall hold harmless the other party against any loss, cost, or expense of any nature, including, but not limited to court costs and reasonable attorney's fees, arising as a consequence of the claim for the commission or fee. The provisions of this paragraph shall survive settlement hereunder or the termination of this Agreement.

11. Notices. All notices, demands, requests and other communications permitted or required pursuant to the provisions of the Agreement shall be in writing and shall be deemed to have been properly given or served for all purposes on that day when actually presented personally by hand delivery, or the day after deposit with a nationally recognized overnight express delivery/courier service, charges prepaid, or seven (7) business days after deposit in the U.S. mail, first class, postage prepaid, properly addressed to the respective addresses as follows:

Seller:
Robert F. Green
4409 Granny White Pike
Nashville, TN 37204

Purchaser:
American Battlefield Trust
1156 15th St, NW, Suite 900
Washington, D.C. 20005
Attention: Thomas M. Gilmore, Chief Land Preservation Officer

12. Default and Remedies.

12.1 By Purchaser. If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure same within fifteen (15) calendar days after receiving written notice of default from Seller (except that no notice shall be required in connection with a failure to timely close the acquisition contemplated herein), then the Seller may, as its sole remedy hereunder, retain the Deposit as being forfeited by the Purchaser to the Seller as agreed upon liquidated damages and as Seller's sole remedy for such default. Thereafter neither Purchaser nor Seller shall have any liability or obligations one to the other under this Agreement.

12.2 By Seller. If Seller shall default in its obligations hereunder, or shall breach a representation made herein, or shall fail to perform any covenant provided herein, and such default, breach, or failure is not cured within fifteen (15) calendar days after written notice of same from Purchaser (except that no such notice shall be required in connection with a failure to timely close the transaction contemplated herein) then Purchaser, upon providing written notice to Seller, shall

at Purchaser's option and election be entitled to either (a) terminate this Agreement and declare it null and void and receive a refund of the Deposit from Escrow Agent; or (b) waive such default or breach and proceed to Closing, without any reduction in the Purchase Price and without any further claim against Seller therefor; or (c) exercise its right to obtain specific performance of such term, provision, covenant, or agreement, and of Seller's obligation to convey the Property pursuant to this Agreement.

12.3 Both Parties. Anything in this Agreement to the contrary notwithstanding, at any time prior to the Closing Date the Seller (in the event of the occurrence or happening, from time to time, of any one of the following to the Purchaser), or the Purchaser (in the event of the occurrence or happening, from time to time, of any one of the following to the Seller), may, at their sole option and discretion, deem this Agreement to be in breach and elect to terminate this Agreement, and in addition thereto, should the breach be by the Seller, the Purchaser shall be entitled to receive back the Deposit, and should the breach be by the Purchaser, the Seller shall be entitled to receive the Deposit:

(i) If by the order of a court having or claiming jurisdiction, a trustee, receiver or liquidator of the Seller or Purchaser shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(ii) If the Seller or Purchaser shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, or if, by decree of a court having or claiming jurisdiction, the Seller or Purchaser shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a custodian, trustee, receiver or liquidator of all or any part of its property, or shall file an answer admitting the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or

(iii) If any of the creditors of the Seller or of the Purchaser, or any other person shall file a petition in bankruptcy against the Seller or Purchaser pursuant to the Bankruptcy Reform Act of 1978, as amended, or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed.

13. Entire Agreement. All prior negotiations between the parties hereto concerning the Property shall be considered integrated into this Agreement, and there are no agreements between the parties not specifically set forth herein. Any amendment to the terms of this Agreement must be in writing signed by the party to be charged therewith. Any letter agreements that have passed between the Seller and Purchaser prior to this Agreement are deemed superceded by this Agreement.

14. Time. Time shall be considered of the essence in the performance of the requirements of this Agreement.

15. Assignment. Purchaser shall have the right to assign this Agreement. In the event of such an assignment by Purchaser of its right hereunder, the Purchaser shall promptly deliver an executed copy of the instrument of assignment to the Seller, and such instrument of assignment must provide that Purchaser shall remain liable for all of its obligations hereunder until Closing.

16. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee without regard to its conflicts of laws provisions.

17. No Merger. Unless specifically precluded or limited herein, the rights, obligations, covenants, and agreements of the parties created by this Agreement shall survive the Closing Date and the execution of the Deed to the Property, and shall not be merged therein.

18. Captions/Headings. The captions and headings in this Agreement are for the convenience of reference only of the parties, shall not be considered a material part hereof, and do not in any manner define, describe, or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

19. Binding Effect. The covenants, conditions and agreements herein contained shall inure to the benefit of and bind the heirs, executors, legal representatives, successors and/or assigns of the parties hereto.

20. Counterparts. This Agreement may be executed by the various parties hereto in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

21. Relationship of the Parties. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Agreement merely to create the relationship of seller and purchaser with regard to the Property to be conveyed hereby.

22. Amendments; Waivers. No change or modification to this Agreement shall be valid unless the same is in writing and signed by Purchaser and Seller. No purported or alleged waiver of any of the provisions of this Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

23. Escrow Agent. Purchaser and Seller agree that the following provisions shall control with respect to the rights, duties and liabilities of the Escrow Agent hereunder in its handling of the Deposit:

(1) The Escrow Agent acts hereunder as a depository for the Deposit, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any written instrument, notice, or evidence of a party's receipt of any instruction or notice which is received by the Escrow Agent, or to inquire as to the identity or authority of any person executing such instruction, notice, or evidence.

(2) The Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Agent shall have no liability except for its own willful misconduct or gross negligence.

(3) The Escrow Agent shall be reimbursed on an equal basis by Seller and Purchaser for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit.

(4) In the event of a dispute between the parties hereto with respect to the disposition of the Deposit, the Escrow Agent shall be entitled to interplead and deliver the Deposit to an appropriate court of law pending resolution of the dispute.

24. Risk of Loss. All risk of loss to the Property shall remain with Seller prior to the Closing Date.

25. Expiration. This Agreement shall expire unless executed by the Seller on or before June 22, 2023.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement of Purchase and Sale to be executed effective the date first above written.


SELLER: Robert F Green



Robert F. Green

Date: June 21, 2023

PURCHASER:
AMERICAN BATTLEFIELD TRUST

By: 

Thomas M. Gilmore
Chief Land Preservation Officer

Date: June 20, 2023

Exhibit A

FORM OF LEASE

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into by and between **Metropolitan Government of Nashville and Davidson County** ("Landlord") and **Robert F. Green** ("Tenant"), effective as of the ____ day of _____, 20____ (the "Effective Date"). Landlord and Tenant are referred to herein as the "Parties."

1. **Property.** The property shall be that certain real property in Nashville, Davidson County, Tennessee, commonly known as 607 Bass Street (Tax ID: 10502043300) and 0 Oak Street (Tax ID: 10502025700) (the "Property").

2. **Lease of Property; Term.** Landlord hereby leases the Property to Tenant, and Tenant hereby leases the Property from Landlord for the term ("Term"), which shall be three (3) years, commencing on the date that Landlord acquires possession of the Property and ending three years thereafter. Tenant shall have the right to terminate this Lease for convenience upon thirty (30) days written notice to Landlord.

3. **Possession.** Tenant shall be entitled to possession on first day of the Term.

4. **Rent.** In consideration of this Lease, and other good and valuable consideration, Tenant agrees to pay rent (the "Base Rent") in the amount of One and No/00 Dollars (\$1.00) per year, due and payable in advance, without notice or demand, on the commencement date of this Lease and on each anniversary thereafter during the Term of the Lease. Payment shall be made to Landlord at Landlord's address set forth herein below or such other place as Landlord may designate.

5. **Triple Net.** During the Term, Tenant shall be responsible for and to pay as additional rent (the "Additional Rent") and together with the Base Rent, referred to herein as "Rent"):

a. *Leasehold Property Tax.* The Parties acknowledge that Landlord is a governmental entity and the Property is not subject to direct ad valorem taxes. To the extent any leasehold real estate taxes, assessments, or other similar charges are assessed against the Property in connection with Tenant's leasehold interest therein during the Term, Tenant shall pay the same as they become due.

b. *Property Insurance.* Tenant shall pay all costs incurred in obtaining and maintaining all insurance coverages required by this Agreement.

c. *Maintenance and Utility Charges.* Tenant shall pay all costs incurred in fulfilling Tenant's maintenance, repair, and utility obligations under this Agreement.

6. **Business Taxes, Utilities, and Fines.** Any and all taxes related to Tenant's use of the Property and business conducted thereon, if any, shall be the sole responsibility of Tenant and at the sole expense of Tenant. All utilities servicing the Property shall be the sole responsibility of Tenant and at the sole expense of Tenant. Tenant shall be responsible for the

payment of any fine, citation or other amount related to Tenant's use of the Property and business conducted thereon. In the event any amount to be paid by Tenant under this Section is delivered to Landlord, Tenant shall pay same within three (3) days of Landlord's notice to Tenant of the amount due. Tenant agrees to indemnify and hold Landlord harmless for any claim, including attorney's fees and costs, related to or arising out of the obligations set forth in this Section.

7. **No Assignment or Subletting.** Tenant may not sub-let the Property or assign this Lease without the prior written consent of Landlord, which shall be at Landlord's sole discretion. Any such sublease or assignment in violation of this Section shall be void.

8. **Maintenance and Repair.** Tenant shall at Tenant's sole cost and expense and throughout the Term maintain the Property in good order and repair and in compliance with all applicable laws, rules, and regulations. Without limiting the foregoing, Tenant's maintenance and repair obligations shall include the replacement of any improved portion of the Property damaged or destroyed during the Term. In the event Tenant fails promptly to perform the obligations created by this paragraph, Landlord shall have the option, but not the duty, to perform them and in such event, Tenant shall reimburse Landlord upon demand for all reasonable costs incurred by Landlord in such performance.

9. **Hazardous Materials.** For purposes of this Agreement, Hazardous Materials shall mean any substance, emission or material including, but not limited to, asbestos, now or hereafter defined under applicable law at any time during the Term as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification. Tenant shall not cause, or negligently or knowingly permit, any Hazardous Materials to be generated, used, released, stored or disposed of in or about the Property. Tenant shall promptly notify Landlord in writing of the discovery of any Hazardous Materials on the Property and shall immediately remove and properly dispose of such Hazardous Materials in compliance with applicable law.

10. **Security.** Tenant shall be responsible for properly securing the Property throughout the Term.

11. **Insurance.** Throughout the Term, Tenant shall obtain and maintain policies of insurance as set forth in this paragraph.

- a. Liability – with a policy limit of not less than \$2,000,000, naming the Landlord as an additional insured.
- b. Workers' Compensation – as required by applicable law.
- c. Property – with a policy limit at least equal to the full replacement value of all improvements on the Property.

Tenant shall provide evidence of the coverages required by this paragraph to Landlord at least two weeks prior to the first day of the Term. The liability and property policies shall not have deductibles exceeding \$25,000 and shall not be cancellable except upon 30 days' written notice to Landlord. If Tenant fails to fulfill the obligations created in this paragraph, Landlord shall have the right but not the obligation to do so, and Tenant shall promptly reimburse Landlord upon demand for all reasonable costs incurred in connection therewith by Landlord.

12. **Indemnification.** Tenant shall indemnify Landlord and its employees, officers, and agents (collectively, the "Indemnified Parties") for all costs, claims, expenses, and losses

arising from or related to this Lease except to the extent such claims, expenses, and losses are caused by the sole negligence of an Indemnified Party.

13. **End of Term.** Tenant shall deliver possession of the Property in good order and repair to Landlord upon termination or expiration of this Lease. Tenant shall remove all personal property from the Property prior to the end of the Term to the extent such removal may be performed without damage to the Property.

14. **Condemnation.** In the event title to all or a portion of the Property is taken in a condemnation action, Landlord shall be entitled to all proceeds attributable to the value of the Property and improvements. Tenant shall be entitled to pursue an independent claim relating to the value of the business. Upon such taking, either party may terminate this Lease upon 30 days' written notice to the other.

15. **Damage or Destruction.** In the event all or a portion of the improvements on the Property are damaged or destroyed, Tenant shall promptly undertake and diligently complete all repairs necessary to restore the improvements to good condition and repair. If such damage or destruction occurs during the last 12 months of the Term, Tenant shall have the option to pay to Landlord all property insurance proceeds paid on account of the loss in lieu of repairing the improvements.

16. **Use; Compliance with Laws.** Tenant shall not suffer or commit waste on the Property. Tenant shall comply in all respects with all laws, ordinances, and regulations of any governmental authority with jurisdiction of over the Property and/or relating specifically to Tenant's use or occupancy of the Property. Should Tenant neglect to maintain lawn, Landlord may perform the necessary work at Tenant's sole expense.

17. **Landlord's Right of Entry.** Landlord and persons authorized by Landlord shall have the right to enter the Property at all reasonable times during regular business hours and upon reasonable notice for the purposes of providing services to the Property, making inspections, or showing the Property to prospective purchasers or lenders of the Property. In the event of emergency involving possible injury to property or persons in or around the Property, Landlord and persons authorized by Landlord may enter the Property at any time without notice to Tenant. Landlord agrees that no visitations or entries shall be made, emergency conditions excepted, that interfere with Tenant's occupancy of the Property in any material respect.

18. **Acceptance by Tenant.** Tenant hereby acknowledges and agrees that Tenant has examined the Property and agrees to take the Property in its present condition without alterations or repairs. The Property is rented "**As Is**". Tenant agrees to maintain the Property and any improvements thereon and to return same to Landlord at the termination of this Lease in substantially the same condition as of the Effective Date, normal wear and tear excepted.

19. **Alterations and Improvements.** Except as otherwise required by this Agreement, Tenant shall not alter or improve the Property without the prior written consent of Landlord in each instance. All alterations, additions or improvements, that are made by, for, or at the direction of Tenant shall become the property of Landlord at the expiration or termination of this Lease. Landlord reserves the right to make structural and nonstructural alterations, additions, and improvements to the Property; however, Landlord shall take commercially reasonable steps designed to assure that any such alterations, additions, improvements, and other actions taken or caused by Landlord do not interfere with Tenant's occupancy and use of the Property in any material respect, or damage any Tenant improvements or other property of Tenant thereon.

Landlord will cooperate with Tenant, and to the extent practicable, give Tenant advance notice of, any such work or other actions with a view to minimizing disruption of Tenant's occupancy and use of the Property.

20. **Protection against Liens.** Tenant shall not permit the Property to be used as security for any loan or other purpose. Tenant shall do all things necessary to prevent the filing of any mechanics', materialmen's, or other type of lien or claim against Landlord or the Property against, through, or under Tenant's furnishers of labor or materials. If any such lien or claim is filed, Tenant shall either cause the same to be discharged within thirty (30) days after filing, or if Tenant in its discretion and in good faith determines that such lien or claim should be contested, Tenant shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Property during the pendency of such contest. If Tenant fails to discharge such lien or claim within such 30-day period or fails to furnish such security, then Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien or claim by paying the amount alleged to be due or by giving appropriate security. If Landlord discharges or secures such lien or claim, then Tenant shall reimburse Landlord on written demand for all sums paid and all costs and expenses (including reasonable attorneys' fees and costs of litigation) so incurred by Landlord.

21. **Default by Tenant.** In the event of any breach or violation of any provision of this Lease by Tenant, Landlord has the right to terminate this Lease upon ten (10) business days' notice to Tenant of such default. In the event of such termination and/or default, Landlord shall have the right to bring an action at law or in equity for possession, unpaid Rent and damages, including all costs and attorney's fees.

22. **Landlord's Permission or Consent.** If any provision of this Lease requires written permission or consent of Landlord as a condition to any act of Tenant, such written permission or consent may be granted or withheld in the sole discretion of Landlord, and may contain such conditions as Landlord deems appropriate, and shall be effective only so long as Tenant complies with such conditions. Moreover, any written approval or consent given by Landlord to Tenant may be modified, revoked, or withdrawn by Landlord at any time, at Landlord's sole discretion, upon written notice to Tenant.

23. **Notice.** Except as otherwise provided herein, all notices, requests, approvals, consents, and other communications required or permitted under this Lease must be given in writing and shall be deemed made on the date of hand delivery, the date of confirmed electronic transmittal, or the acknowledged day of receipt if mailed by postage prepaid, certified or registered, return receipt U.S. Mail or other reputable parcel service to the Party at the address or contact information set forth below. The Parties shall be responsible for notifying each other in writing of any change of address and contact information.

If to Landlord: Metro
Attn: Director, Department of Parks and Recreation
2565 Park Plaza
Nashville, TN 37203

with a copy to:

Director of Law
108 Metro Courthouse
Nashville, TN 37201

If to Tenant: Robert Green

Nashville, TN 37_____

24. **Time of the Essence.** Time shall be of essence in the performance of the terms and conditions of this Lease. In the event any time period specified in this Lease expires on a Saturday, Sunday or bank holiday on which national banks in Tennessee are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Lease, business days shall be Monday through Friday, excluding any recognizable State or Federal holidays.

25. **No Waiver.** Failure of Landlord to insist upon strict compliance with any term, covenant, provision, or condition of this Lease shall not constitute a waiver of such term, covenant, condition, or provision.

26. **Remedies Cumulative.** The specified remedies to which Landlord may seek relief hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may be lawfully entitled, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity.

27. **Relationship of the Parties.** The relationship created by this Lease is that of landlord and tenant. Landlord and Tenant are not partners or joint venturers, and neither has any agency powers on behalf of the other. Tenant is not a beneficiary of any other contract or agreement relating to the Property to which Landlord may be a party, and Tenant shall have no right to enforce any such other contract or agreement on behalf of itself, Landlord, or any other party.

28. **Entire Agreement.** This Lease supersedes all prior discussions and agreements between Landlord and Tenant with respect to the matters set forth herein. This Lease contains the sole and entire understanding between Landlord and Tenant, and all promises, inducements, offers, agreements, representations and warranties heretofore made between the Parties are merged into this Lease. This Lease shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties to this Lease in the same manner as this Lease is executed.

29. **Captions.** All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Lease and shall not supplement, limit or otherwise vary in any respect the text of this Lease. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Lease.

30. **Number and Gender.** As used in this Lease, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.

31. **Applicable Law.** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. In case of a dispute as to this form or any document required hereunder, this form shall be conclusively deemed reasonable and shall not be presumptively interpreted against either Party. Any suit arising from this Agreement shall be brought only in the Circuit or Chancery Court for Davidson County, Tennessee.

32. **Acknowledgment.** TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE IN ITS ENTIRETY, AND TENANT HEREBY AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, PERFORM AND OBSERVE THE TERMS, CONDITIONS, COVENANTS, AND PROVISIONS OF THIS LEASE.

33. **Counterparts and Signatures.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Further facsimile and electronic signatures shall be as binding as originals, and signatures transmitted by facsimile and electronic means shall be deemed originals and shall be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have executed this instrument effective as of the date first set forth herein above.

LANDLORD:

**Metropolitan Government of Nashville
and Davidson County**

By: _____
Director, Department of Parks and Recreation

Approved as to the availability of funds:

Director, Department of Finance

Approved as to form and legality:

Metropolitan Attorney

TENANT:

By: _____
Robert F. Green

**FIRST AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY**

THIS FIRST AMENDMENT to an AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("First Amendment") is made and entered into effective as of the 14th of May, 2024 (the "Effective Date"), by and between the ROBERT F. GREEN, individual (the "Seller") and the AMERICAN BATTLEFIELD TRUST (the "Purchaser").

WHEREAS, Seller and Purchaser did effective as of June 21, 2023 make and enter into that certain Agreement for the Purchase and Sale of Real Property (the "Agreement"), whereby Seller agreed to sell and convey to Purchaser, and Purchaser agreed to purchase and acquire, all or portions of twelve (12) certain parcels of land containing 2.36± acres, more or less, located at 607 Bass Street, Nashville, Davidson County, Tennessee, 37203, identified as tax parcels 105-02-0-257.00, 105-02-0-433.00 and 105-02-0-432.00, said land being located in Davidson County, Tennessee, and as described in a deed recorded with the Davidson County Register's Office in Deed Book 6451, Page 440, together with all improvements and buildings constructed thereon, timber, mineral, water and all other rights, privileges, and easements appurtenant thereto or used in connection therewith, including all of Seller's right, title, and interest in and to any streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto or used in connection therewith (collectively the "Property"), subject to certain stated conditions and terms as provided in the Agreement.

WHEREAS, Purchaser has requested that the Closing Date be extended to on or before November 1, 2024. In the event Purchaser has (i) submitted its federal grant application and not received its funding; (ii) provided the Tennessee Historical Commission with all documentation regarding disbursement of the grant awarded by the Civil War Sites Preservation Fund and not received said disbursement, or (iii) not received \$3,000,000 in funding from the Nashville Metropolitan Board of Parks and Recreation for the acquisition of the Property, Purchaser may extend the Closing Date to on or before December 30, 2024, and Seller agrees to said extension and amendment, with an amendment to the Purchase Price to NINE MILLION FOUR HUNDRED THOUSAND DOLLARS and NO CENTS (\$9,400,000.00).

WHEREAS, Additionally, Purchaser agrees to reimburse Seller for the actual costs of \$57,779.00 incurred in connection with replacement of the roof of the primary building on the Property upon Friends of Fort Negley fundraising efforts are completed, in any case no later than November 1, 2024.

WHEREAS, Additionally, Purchaser agrees that the Deposit in the amount of TWENTY-FIVE THOUSAND DOLLARS and NO CENTS (\$25,000.00), provided to Escrow Agent under the Agreement shall be disbursed to Seller by the Escrow Agent within fifteen (15) days of the full execution of this First Amendment.

NOW THEREFORE, in consideration of the above-stated recitations, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby covenant and agree to amend and modify certain of the provisions of the Agreement as follows:

1. Closing Date. Seller and Purchaser do hereby agree to extend the Closing Date to on or before November 1, 2024. In the event Purchaser has submitted its federal grant application and not received its funding and/or has provided the Tennessee Historical Commission with all documentation regarding disbursement of the grant awarded by the Civil War Sites Preservation Fund Purchaser may extend the Closing Date to on or before December 30, 2024,.

2. Purchase Price. Seller and Purchaser do hereby agree that the Purchase Price for the Property shall be NINE MILLION FOUR HUNDRED THOUSAND DOLLARS and NO CENTS (\$9,400,000.00).

3. Roof Reimbursement. Purchaser agrees to reimburse Seller for the actual costs of \$57,779.00 incurred in connection with replacement of the roof of the primary building on the Property upon the completion of Friends of Fort Negley fundraising efforts, in any case no later than November 1, 2024.

4. Deposit Disbursement. Purchaser shall authorize and instruct the Escrow Agent to disburse Deposit to Seller within fifteen (15) days of the full execution of this First Amendment.

5. Binding Effect. This First Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Conflicts. In the event any provision of this First Amendment conflicts with a provision of the Agreement, such provision of this First Amendment shall govern and control for all purposes and in all respects.

7. Ratification. Except as amended and modified hereby, the remaining provisions of the Agreement shall remain the same and in full force and effect, survive execution of the Deed and the Agreement is hereby ratified and confirmed for all purposes and in all respects as to the Property. In no manner is any provision of this First Amendment intended to negate the terms and provisions of the Agreement previously agreed to by Seller and Purchaser. Any capitalized terms not defined in this First Amendment are defined in the Agreement.

8. Counterparts. This First Amendment may be executed in counterparts, which may be transmitted by facsimile or electronic mail, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first set forth above.


SELLER:

PURCHASER:

AMERICAN BATTLEFIELD TRUST



Robert F. Green (SEAL)



Thomas M. Gilmore (SEAL)
Chief Land Preservation Officer

Date: May 14, _____, 2024

Date: May 13 _____, 2024



**AMERICAN
BATTLEFIELD
TRUST** ★ ★ ★
PRESERVE. EDUCATE. INSPIRE.

July 3, 2024

American Battlefield Protection Program Staff
National Park Service
1849 C Street NW
Mail Stop 7228
Washington, DC 20240

Re: Green Tract at the Nashville Battlefield, TN

Dear Sir or Madam:

The American Battlefield Trust (the “Trust”) is in the process of acquiring and recording a conservation easement, to be held by the Tennessee Historical Commission (“THC”), on the ±2.36-acre Green Tract at the Nashville Battlefield, located in Davidson County, TN. The Metropolitan Government of Nashville and Davidson County (“Metro Nashville”) has agreed to act as the Applicant and Recipient of an American Battlefield Protection Program (“ABPP”) Battlefield Land Acquisition Grant (“BLAG”) and to act as a pass-through entity for Federal funding consistent with 2 C.F.R. §200.331, on behalf of the Trust, as Sub-Recipient, for this project.

The Trust is a national non-profit organization dedicated to the preservation of Revolutionary War, War of 1812, and Civil War battlefield sites. With approximately 50,000 members nationwide, the Trust has preserved more than 58,000 acres of battlefield land in 25 states.

As indicated in the Budget Narrative for the Green Tract BLAG application, the Trust will contribute \$43,439.50 in funding towards the acquisition of this tract.

We look forward to working with ABPP, Metro Nashville, and THC to complete this important preservation effort.

Sincerely,

Steve Wyngarden

Steve Wyngarden
Chief Administrative Officer

CC: Heather Groves, Senior Grants Manager, American Battlefield Trust (via email:
hgroves@battlefields.org)



Tennessee Historical Commission
Press Office
For Immediate Release

FOR IMMEDIATE RELEASE

Media contact: Caty Dirksen

February 27, 2024

Caty.Dirksen@tn.gov

**BATTLEFIELDS SAVED THROUGH THE CIVIL WAR SITES PRESERVATION FUND
GRANTS AWARDED IN 2024**

NASHVILLE – The Tennessee Wars Commission, the Tennessee Historical Commission division responsible for preserving the state’s significant military history, has announced the Civil War Sites Preservation Fund (CWSPF) grant recipients for Fiscal Year 2024. This fund is provided by legislation to the Tennessee Historical Commission, who approves and awards TCWSPF grants. The Tennessee Wars Commission administers the application and grant processes.

The Civil War Sites Preservation Fund, begun in 2013, is a key source for matching funds for the acquisition and preservation of properties associated with the 38 most significant Civil War sites in Tennessee. Additionally, grants can assist in funding the acquisition and protection of Underground Railroad sites eligible for listing on the National Register of Historic Places, or eligible for designation as a National Historic Landmark.

“Totaling \$7.3M, these grant awards are the largest in the history of the Civil War Sites Preservation Fund, and this year, are preserving 187 acres of hallowed ground across four Tennessee counties,” said the Tennessee Wars Commission Program Director, Nina Scall.

“Since 2018, approximately \$18 million in funding from this program has helped save over 1,100 acres of threatened Tennessee battlefield lands,” said Tennessee Historical Commission Director Patrick McIntyre.

Grant funds totaling \$7,319,500 were awarded to four applicants during the 2024 fiscal year, saving approximately 187 acres of battlefield lands:

- Franklins Charge Inc., receives \$957,500.00 for the acquisition of the +/- 0.62-acre Danmark/DePreist Tract at the Franklin Battlefield (Williamson County)
- American Battlefield Trust, receives \$3,930,000.00 for the acquisition of the +/- 31.6-acre Ganesh Tract at the Stones River Battlefield (Rutherford County)
- American Battlefield Trust, receives \$2,315,000.00 for the acquisition of the +/-1.90-acre Green Tract at Fort Negley (Davidson County)
- American Battlefield Trust, receives \$117,000.00 for the acquisition of the +/- 152-acre Hardiman Tract II at the Shiloh Battlefield (Hardin County)

Applications for next year’s grant cycle will open in Summer 2024.

For questions regarding the grant process or application procedure, contact Nina Scall, Program Director of the Tennessee Wars Commission via email at Nina.Scall@tn.gov. More information is available on the Tennessee Historical Commission [website](#).



TENNESSEE WARS COMMISSION

2941 Lebanon Pike, Nashville, TN 37214
(615) 770-1095
Email: Nina.Scall@TN.gov

February 20, 2024

The American Battlefield Trust
Ms. Kathy Robertson
1156 15th Street NW
Suite 900
Washington, D.C. 20005

Dear Ms. Robertson,

Congratulations! It is my pleasure to inform you that ABT's applications for the Civil War Sites Preservation Grant Fund have been approved for the following three projects titled the "Ganesh Tract, Green Tract, and Hardiman Tract II." Approved project scopes and award amounts are as follows:

- For the fee-simple acquisition of the 31.6-acre Ganesh Tract located at the Stones River Battlefield, Rutherford County. \$3,930,000.00 was approved with a match share of \$4,013,574.40.
- For the fee-simple acquisition of the 1.9-acre Green Tract located at Fort Negley, Nashville, Davidson County. \$2,315,000.00 was approved with a combined match share of \$7,228,392.50.
- For the fee-simple acquisition of the 152-acre Hardiman II Tract located at the Shiloh Battlefield, Hardin County. \$117,000.00 was approved with a match share of \$270,000.00.

We are excited to watch your projects unfold and are thrilled that you can contribute to preserving Tennessee's military heritage.

The American Battlefield Trust will be receiving a contract between your organization and the State of Tennessee for you to review and sign. The state contract approval process takes approximately eight weeks to process, and you will be contacted once the signed contract completes the Tennessee Department of Environment and Conservation (TDEC) legal review and execution process. Do keep in mind, that the Wars Commission will not reimburse your organization for funds spent outside of the contract term. Please wait to begin your project until your organization has been presented with the fully executed contract.

If you have any questions regarding the contract process or need assistance during this time, please contact:

Nina Scall, Director
Tennessee Wars Commission
Nina.Scall@tn.gov

Congratulations once again and thank you for the important work you are doing on behalf of Tennessee's unique military history.

Sincerely,

Nina L. Scall

Nina L. Scall, Director

Tennessee Wars Commission

E. Patrick McIntyre, Jr.

E. Patrick McIntyre, Jr., Executive Director

Tennessee Wars Commission
Tennessee Historical Commission



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Details Reports

File #: RS2024-493 **Name:**
Type: Resolution **Status:** Passed
File created: 5/23/2024 **In control:** [Arts, Parks, Libraries, and Entertainment Committee](#)
On agenda: **Final action:** 6/4/2024
Title: A resolution approving amendments to two agreements relating to the acquisition of a parcel of property and improvements located at 607 Bass Street.
Sponsors: [Terry Vo](#), [Delishia Porterfield](#), [Joy Styles](#), [Brenda Gadd](#)
Attachments: 1. [Agreement Amendment Exhibits](#)

History (5) Text

title
A resolution approving amendments to two agreements relating to the acquisition of a parcel of property and improvements located at 607 Bass Street.

body
WHEREAS, pursuant to Ordinance No. BL2023-2012 (the "Bass Ordinance"), the Metropolitan Council approved three agreements relating to acquisition of a parcel of property and improvements (Metro Parcel ID 10502043300; collectively, the "Property") located at 607 Bass Street; and,

WHEREAS, the Bass Ordinance approved a purchase and sale agreement ("PSA") between the current owner (the "Owner") of the Property and American Battlefield Trust ("ABT"), a Virginia non-stock corporation and an assignment agreement ("Assignment Agreement") under which ABT would assign the PSA to Metro; and,

WHEREAS, the Bass Ordinance contemplated that ABT would seek state and federal grant funding to be applied to the purchase of the Property; and,

WHEREAS, expected grant terms require ABT to take title to the Property and further that Metro serve as a grant sponsor; and,

WHEREAS, pursuant to the terms of the revised PSA attached as Exhibit 1 and the revised Assignment Agreement attached as Exhibit 2, ABT proposes to acquire the Property and convey it to Metro; and,

WHEREAS, Ordinance No. BL2023-2012 permits amendment of the approved agreements by resolution; and,

WHEREAS, acquiring the Property and adding it to Fort Negley Park will help preserve the Property's historic features and improve the park for the benefit of the citizens of Nashville and Davidson County.

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

Section 1. The revised Purchase and Sale Agreement and revised Assignment Agreement are approved, and the Director of Public Property or his designee is authorized to execute them and such other documents as may be customary and necessary to carry out the transaction contemplated therein.

Section 2. The Metropolitan Government's service as a grant sponsor under terms approved by the Director of Finance and Director of Law, is approved.

Section 3. Further amendments to any of the Agreements may be approved by resolution of the Metropolitan Council.

Section 4. This Resolution shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Agenda Analysis

Analysis

This resolution approves amendment to two agreements related to the acquisition of a parcel of property and improvements located at 607 Bass Street.

Ordinance No. BL2023-2012 approved three agreements related to the acquisition of a parcel of property and improvements located at 607 Bass Street, which was part of the grounds of the original Fort Negley. The three agreements were a purchase and sale agreement between American Battlefield Trust ("ABT") and the current owner of the property Robert F. Green, an assignment agreement between ABT and Metro, and a lease agreement between Metro and Robert F. Green. The purchase of the property by ABT from Robert F. Green would be funded by grants from the American Battlefield Protection Program in the amount of \$3,250,000, the State of Tennessee in the amount of \$3,000,000, and the Metropolitan Board of Parks and Recreation in the amount of \$3,000,000, with the total purchase price being \$9,250,000.

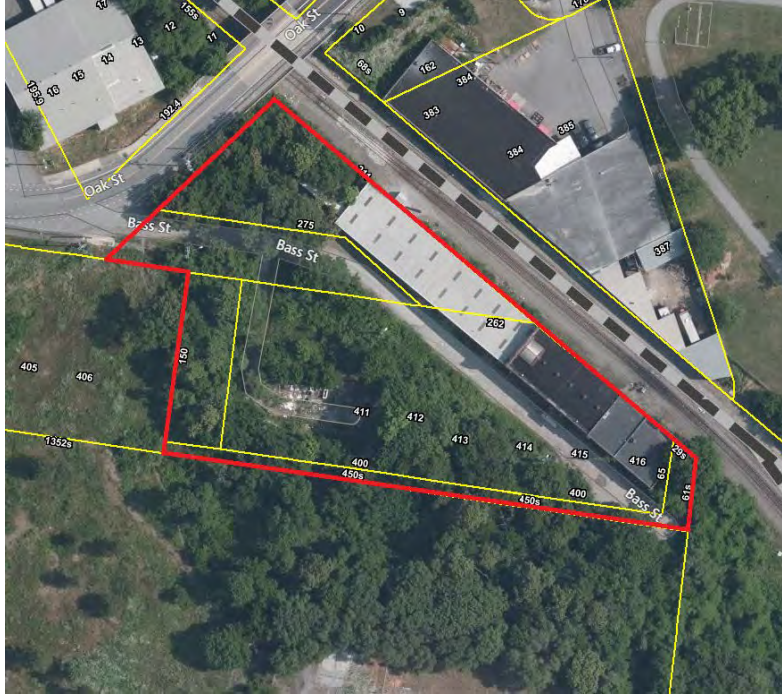
The resolution under consideration approves an amendment to the purchase and sale agreement to extend the closing date from on or before April 1, 2024, to on or before November 1, 2024. The closing date could be extended to on or before December 30, 2024, if ABT has submitted its federal grant application but has not yet received all funding. In addition, the purchase price would be increased from \$9,250,000 to \$9,400,000. The amendment would also provide an increase in the reimbursement from ABT to Robert F. Green for the actual costs in connection with the replacement of the roof of the primary building on the property from \$51,970 to \$57,779.

The resolution also approves a revised assignment agreement which provides that ABT will transfer and convey the property to Metro within 10 business days of ABT acquiring the property from Robert F. Green. ABT is further required to record a conservation easement within 10 days of acquisition of the property. Under the original assignment agreement, Metro's purchase price contribution was a minimum of \$3,000,000 to a maximum of \$9,250,000 depending on the funding ABT received from federal and state grants. The revised assignment agreement provides that Metro's purchase price would be \$3,000,000. Metro would also reimburse ABT \$57,779 in connection with the replacement of the roof of the primary building on the property.

Fiscal Note: This amendment will increase the purchase price from \$9,250,000 to \$9,400,000 between Robert F. Green and American Battlefield Trust. The reimbursement to Robert F. Green will increase from \$51,970 to \$57,779 for the actual cost of the roof replacement of the primary building. The deposit of \$25,000 held in escrow will be disbursed to Robert F. Green within fifteen days of the full execution of this amendment.

**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

**Of
Redevelopment Land**



607 Bass Street
Nashville, Davidson County, TN 37203
Census Tract Number: 47 037 0161.00

As of
December 19, 2023 (As Is)

Prepared For
Mr. Thomas Gilmore, Chief Land Preservation Officer
American Battlefield Trust
1156 15th Street NW, Suite 900
Washington, DC 20005

Prepared by
MOFFETT-REVELL LLC
231 Wilson Pike Circle, Suite 106
Brentwood, Tennessee 37027
Mark Watson, MAI, CVA, TN-CG3655
Jonathan Winn, MAI, TN-CG4548

Moffett-Revell File Number: 120-146-23



January 1, 2024

Mr. Thomas Gilmore, Chief Land Preservation Officer
American Battlefield Trust
1156 15th Street NW, Suite 900
Washington, DC 20005

Re: Appraisal Report, Real Estate Appraisal
Redevelopment Land
607 Bass Street
Nashville, Davidson County, TN 37203

Moffett-Revell File Number: 120-146-23

Dear Mr. Gilmore:

At your request we have prepared an appraisal for the above referenced property. The accompanying appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions; and any specific requirements of American Battlefield Trust.

Your attention is directed to the Assumptions and Limiting Conditions section of this report (Page 14). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Mr. Gilmore
American Battlefield Trust
January 1, 2024
Page 2

Extraordinary Assumptions:

- The recorded legal description for the subject property references several lots on multiple plats that date back to the 1850's. The plats referenced are somewhat illegible and there have been many changes to surrounding property lines and right-of-ways since the plats were recorded. The owner does not have a recent survey of the subject site. Due to these circumstances, the exact boundaries of the site are difficult to decipher. The GIS tax map for the Metropolitan Government of Nashville-Davidson County delineates boundaries for the parcels that comprise the subject property; however, the tax map shows that the right-of-way for Bass Street partially bisects the property despite the fact that this former road has been gated and utilized exclusively as a driveway for the property in excess of the past 40 years and reportedly has not been maintained by the Department of Transportation over this time. It is the owner of the property's contention that this portion of the road was abandoned by the city to the previous owner of the property in the 1970's and should be included in the overall site area. The legal description in the most recent deed for the property asserts that the property includes 'part of Bass Street closed by City Ordinance' but the description does not reference an ordinance number. The appraisers have had conversations with representatives of the Metro Planning Department, the Metro Clerk's Office, and the Metro Register of Deed's Office in an attempt to gain clarification on the exact site boundaries. The representatives were unable to find the ordinance referenced in the deed and could not provide significant clarity on the exact site boundaries. It was advised that a title search and survey would need to be completed before clarification could be obtained on this matter with confidence. All of the representatives noted that the GIS tax map boundaries are often inaccurate and should not be relied upon for site boundaries and site area. An official with the Nashville Department of Transportation indicated that, if a title search showed that the site boundaries are as shown on the tax map, road abandonment could be achieved at minimal cost by simply filing for the abandonment. No compensation for the abandoned land area would be required. Due to these circumstances, the site boundaries and site area utilized in this appraisal are based on the appraisers' best estimation of the most logical site boundaries after a review of legal descriptions and plats associated with the property, as well as conversations with representatives of the Metro government and the subject's current owner. The appraisers have utilized Courthouse Retrieval System's area measurement tool in order to delineate the approximate boundaries of the site and estimate its size. The opinion of market value is based upon the extraordinary assumption that the appraisers' estimation of site boundaries and site area are reasonably accurate. Use of this assumption may affect assignment results.

Mr. Gilmore
American Battlefield Trust
January 1, 2024
Page 3

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), our opinion of value is as follows:

Current Market Value of the Subject Property As Is:

The opinion of market value of the fee simple estate in the subject property as is, as of December 19, 2023, is

\$9,510,000

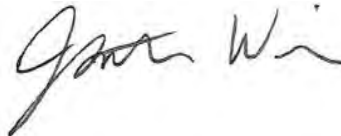
Nine Million Five Hundred Ten Thousand Dollars

No opinion of exposure time is given due to fact that the federal definition of market value already presumes that the property was exposed on the market for a reasonable length of time, given the character of the property and its market. As such, USPAP's Jurisdictional Exception Rule is invoked by Section 1.2.7.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions*. The subject is reported to be mostly unencumbered aside for a month-to-month lease to a friend of the owner on a small portion of the space in the subject, resulting in the valuation of the fee simple estate. No furniture, fixtures, and equipment (FF&E) or intangible business value are included in the opinion of market value.

Respectfully submitted,
Moffett-Revell LLC



Mark Watson, MAI, CVA
Director
TN-CG3655



Jonathan Winn, MAI
Director
TN-CG4548

TABLE OF CONTENTS

Appraiser’s Certification..... 1

Executive Summary 3

Subject Photographs..... 6

Statement of Assumptions and Limiting Conditions 23

Scope of Work and Purpose of Appraisal..... 26

Factual Data 29

 Area, City, and Neighborhood Data 29

 Legal Description..... 44

 Recorded Plat Maps 44

 Aerial Tax Map 44

 Property Data 45

Subject Soils..... 48

 Improvements Sketch..... 52

 History of Subject Property 53

 Assessed Value and Annual Tax Load 54

 Land Use Regulations 55

Highest and Best Use 57

Valuation Methodology 61

 Analyses Applied 61

Land Valuation and Cost Approach..... 62

 Land Value..... 62

 Land Comparables 63

 Comparables Map 69

 Analysis Grid 69

 Comparable Land Sale Adjustments..... 71

 Sales Comparison Approach Conclusion – Land Valuation..... 74

Value Conclusion..... 75

Definitions..... 76

Addenda 78

 Flood Map..... 79

 Subject Deed 80

 Subject Photo Plot Plan – Site 82

 Subject Photo Plot Plan - Improvements 83

 Qualifications of Appraisers 84

Appraiser's Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- The appraisers have twice appraised the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Otherwise, the appraisers have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraisal was developed and the appraisal report was prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- Mark Watson, MAI, CVA has made a physical inspection of the property appraised and that the property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.
- Jonathan Winn, MAI has made a personal inspection of the property that is the subject of this report.



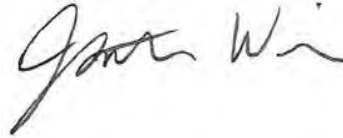
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Mark Watson, MAI, CVA and Jonathan Winn, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.

The following indicates the opinion of market value as determined by the appraisers.

Reconciled Value			
Value Premises	Interest	Date	Value Conclusion
Current Market Value of the Subject Property			
As Is	Fee Simple	12/19/2023	\$9,510,000
Nine Million Five Hundred Ten Thousand Dollars			



Mark Watson, MAI, CVA
TN-CG3655



Jonathan Winn, MAI
TN-CG4548

Executive Summary

Subject: Redevelopment Land
607 Bass Street
Nashville, Davidson County, TN, 37203

The subject property is a 2.30-acre site improved with an industrial building with approximately 18,361 square feet. The improvement was originally constructed as a flour mill in 1890 and was subsequently expanded in 1922 and 1993.

Owner: Robert F. Green

Date of Report: January 1, 2024

Effective Date: December 19, 2023 (As Is)

Assessment:

Real Estate Assessment and Taxes						
Tax ID	Land Tax Appraisal	Improvements Tax Appraisal	Other Tax Appraisal	Total Tax Appraisal	Equalization Ratio	Total Assessment
105-02-0-257.00	\$480,200	\$0	\$0	\$480,200	40%	\$192,080
105-02-0-433.00	\$1,218,000	\$584,100	\$0	\$1,802,100	40%	\$720,840.00
105-02-0-432.00	\$225,000	\$0	\$0	\$225,000	40%	\$90,000.00
Totals	\$1,923,200	\$584,100	\$0	\$2,507,300		

Land:

Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
2.30	100,188	2.30	100,188	Level to sloping	Irregular

Zoning: IR / R6 (UZO) - Industrial Restrictive/Residential Single-Family w/ Urban Zoning Overlay

Highest and Best Use of the Site: The highest and best use of the subject's site as if vacant would be to hold the site vacant for the anticipated future construction of multifamily/condominium improvements.

Hypothetical Conditions: There are no hypothetical conditions for this appraisal.



Extraordinary Assumptions: The recorded legal description for the subject property references several lots on multiple plats that date back to the 1850's. The plats referenced are somewhat illegible and there have been many changes to surrounding property lines and right-of-ways since the plats were recorded. The owner does not have a recent survey of the subject site. Due to these circumstances, the exact boundaries of the site are difficult to decipher. The GIS tax map for the Metropolitan Government of Nashville-Davidson County delineates boundaries for the parcels that comprise the subject property; however, the tax map shows that the right-of-way for Bass Street partially bisects the property despite the fact that this former road has been gated and utilized exclusively as a driveway for the property in excess of the past 40 years and reportedly has not been maintained by the Department of Transportation over this time. It is the owner of the property's contention that this portion of the road was abandoned by the city to the previous owner of the property in the 1970's and should be included in the overall site area. The legal description in the most recent deed for the property asserts that the property includes 'part of Bass Street closed by City Ordinance' but the description does not reference an ordinance number. The appraisers have had conversations with representatives of the Metro Planning Department, the Metro Clerk's Office, and the Metro Register of Deed's Office in an attempt to gain clarification on the exact site boundaries. The representatives were unable to find the ordinance referenced in the deed and could not provide significant clarity on the exact site boundaries. It was advised that a title search and survey would need to be completed before clarification could be obtained on this matter with confidence. All of the representatives noted that the GIS tax map boundaries are often inaccurate and should not be relied upon for site boundaries and site area. An official with the Nashville Department of Transportation indicated that, if a title search showed that the site boundaries are as shown on the tax map, road abandonment could be achieved at minimal cost by simply filing for the abandonment. No compensation for the abandoned land area would be required. Due to these circumstances, the site boundaries and site area utilized in this appraisal are based on the appraisers' best estimation of the most logical site boundaries after a review of legal descriptions and plats associated with the property, as well as conversations with representatives of the Metro government and the subject's current owner. The appraisers have utilized Courthouse Retrieval System's area measurement tool in order to delineate the approximate boundaries of the site and estimate its size. The opinion of market value is based upon the extraordinary assumption that the appraisers' estimation of site boundaries and site area are reasonably accurate. Use of this assumption may affect assignment results.

Value Indications	
Cost Approach, Current Market Value, As Is	Not Applicable
Sales Comparison Approach, Current Market Value, As Is	\$9,510,000
Direct Capitalization/Income Approach, Current Market Value, As Is	Not Applicable
DCF/Income Approach, Current Market Value, As Is	Not Applicable



Reconciled Value			
Value Premises	Interest	Date	Value Conclusion
Current Market Value of the Subject Property			
As Is	Fee Simple	12/19/2023	\$9,510,000
Nine Million Five Hundred Ten Thousand Dollars			

Subject Photographs

Photographs were taken at approximately 12:00 pm on November 29, 2023 by Jonathan Winn, MAI. See the picture plot plans in the addenda to this appraisal report for a plotting of each of the photos.



#1 – Looking Northeast along Oak Street



#2 – Looking Southwest along Oak Street



#3 – Looking Southeast along former Bass Street Right-of Way



#4 – Looking Northwest along former Bass Street Right-of-Way



#5 – Looking Northwest along CSX Railroad



#6 – Looking Southeast along CSX Railroad



#7 – Facing Subject from Oak Street



#8 – Front of Improvement



#9 – Front of Improvement



#10 – Rear of Improvement



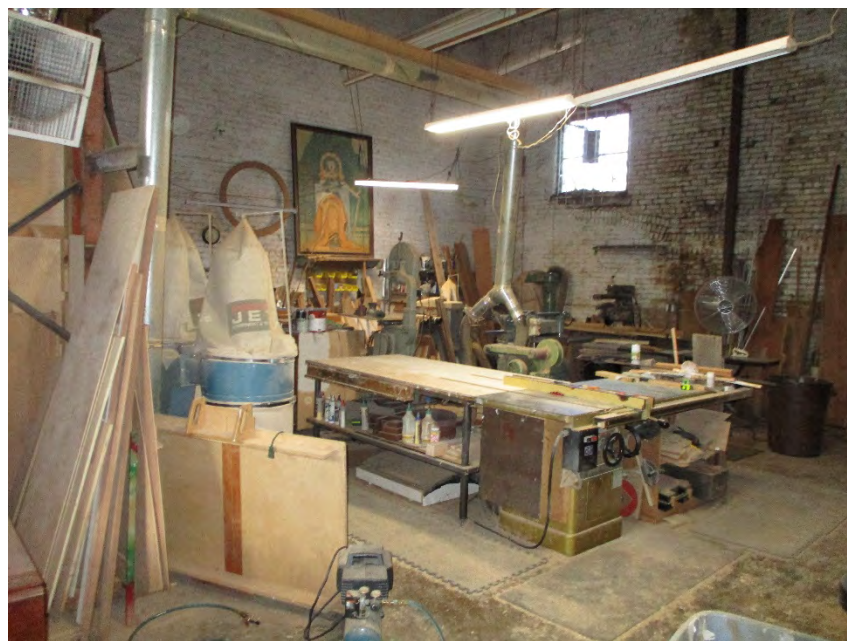
#11 – Southeastern Elevation of Improvement



#12 – Northwestern Elevation of Improvement



#13 – Driveway/Parking Area



#14 – Interior of Improvement – Shop Space



#15 – Interior of Improvement – Shop Space



#16 – Interior of Improvement – Office



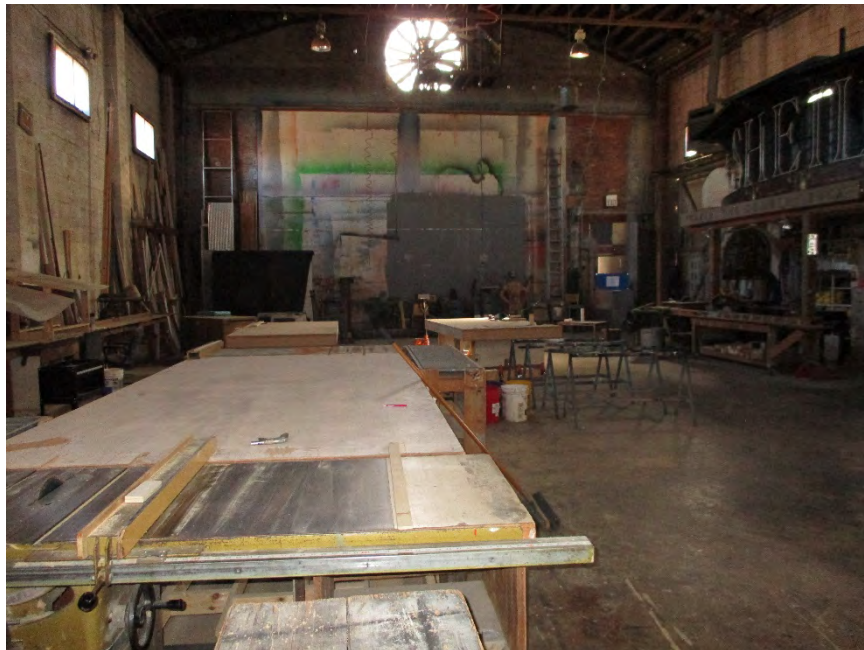
#17 – Interior of Improvement – Break Room



#18 – Interior of Improvement – Restroom



#19 – Interior of Improvement – Shop Area



#20 – Interior of Improvement – Shop Area



#21 – Interior of Improvement – Shop Area



#22 – Interior of Improvement – Warehouse Area



#23 – Interior of Improvement – Shop Area



#24 – Facing Southeast across Site from Western Section of Site



#25 –Facing North across Site from Southwestern Section of Site



#26 – Facing East across Site from Southern Section of Site (Former Building Pad)



#27 – Facing West across Site from Southern Section of Site (Former Building Pad)



#28 – Facing Northeast across Site from Southern Section of Site



#29 – Facing Northwest across Site from Southeastern Section of Site



#30 – Facing Northwest across Site from Southeastern Section of Site



#31 – Surrounding Land Use to the Northwest – Athletic Training Complex



#32 – Surrounding Land Use to the Northeast – Industrial



#32 – Surrounding Land Use to the West & South – Adventure Science Center & Fort Negley Park

Statement of Assumptions and Limiting Conditions

Hypothetical Conditions: There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions: The recorded legal description for the subject property references several lots on multiple plats that date back to the 1850's. The plats referenced are somewhat illegible and there have been many changes to surrounding property lines and right-of-ways since the plats were recorded. The owner does not have a recent survey of the subject site. Due to these circumstances, the exact boundaries of the site are difficult to decipher. The GIS tax map for the Metropolitan Government of Nashville-Davidson County delineates boundaries for the parcels that comprise the subject property; however, the tax map shows that the right-of-way for Bass Street partially bisects the property despite the fact that this former road has been gated and utilized exclusively as a driveway for the property in excess of the past 40 years and reportedly has not been maintained by the Department of Transportation over this time. It is the owner of the property's contention that this portion of the road was abandoned by the city to the previous owner of the property in the 1970's and should be included in the overall site area. The legal description in the most recent deed for the property asserts that the property includes 'part of Bass Street closed by City Ordinance' but the description does not reference an ordinance number. The appraisers have had conversations with representatives of the Metro Planning Department, the Metro Clerk's Office, and the Metro Register of Deed's Office in an attempt to gain clarification on the exact site boundaries. The representatives were unable to find the ordinance referenced in the deed and could not provide significant clarity on the exact site boundaries. It was advised that a title search and survey would need to be completed before clarification could be obtained on this matter with confidence. All of the representatives noted that the GIS tax map boundaries are often inaccurate and should not be relied upon for site boundaries and site area. An official with the Nashville Department of Transportation indicated that, if a title search showed that the site boundaries are as shown on the tax map, road abandonment could be achieved at minimal cost by simply filing for the abandonment. No compensation for the abandoned land area would be required. Due to these circumstances, the site boundaries and site area utilized in this appraisal are based on the appraisers' best estimation of the most logical site boundaries after a review of legal descriptions and plats associated with the property, as well as conversations with representatives of the Metro government and the subject's current owner. The appraisers have utilized Courthouse Retrieval System's area measurement tool in order to delineate the approximate boundaries of the site and estimate its size. The opinion of market value is based upon the extraordinary assumption that the appraisers' estimation of site boundaries and site area are reasonably accurate. Use of this assumption may affect assignment results.

Encumbrance / Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.



This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Moffett-Revell LLC. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Moffett-Revell LLC's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Moffett-Revell LLC has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

Scope of Work and Purpose of Appraisal

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser’s responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider the following:

- Client
- Intended users
- Intended use
- Definition of market value
- Effective date
- Property characteristics
- Assignment conditions

This appraisal is prepared for Mr. Thomas Gilmore, Chief Land Preservation Officer, American Battlefield Trust. The purpose of the appraisal is to form an opinion of the current market value of the fee simple estate in the subject property as is. The intended use is to assist the client agency in its determination of the amount to be paid as just compensation for the property rights acquired or conveyed. This appraisal is intended for the use of American Battlefield Trust. It is not intended for any other use or user.

SCOPE OF WORK	
Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject is identified by the legal description, the assessor's parcel numbers, and the physical addresses.
Inspection:	A complete interior and exterior inspection of the subject property has been made, and photographs taken.
Data Collection:	Comparable data was searched in the Wedgewood Houston (WeHo), Chestnut Hill, and 8 th South sections of Nashville, Tennessee between November 28, 2023 and November 29, 2023. The comparable sales utilized in this analysis were searched by utilizing CoStar, the local MLS, tax records, and interviews with knowledgeable market participants that are familiar with real estate in this area. Five comparable sales that were deemed to be the most similar overall to the subject were selected for use in the sales comparison approach. All comparable sales utilized in

this analysis are located in and around the same general area of Nashville as the subject property and have been confirmed and verified by parties involved in the respective transactions. Drive-by inspections of five comparable sales were performed on December 19, 2023.

Market Area and Analysis of Market Conditions:

A complete analysis of market conditions has been made.

Highest and Best Use Analysis:

The subject's highest and best use as vacant is analyzed. Physically possible, legally permissible, and financially feasible uses are considered, and the maximally productive use is concluded.

Impact of any Hypothetical Conditions or Extraordinary Assumptions:

The use of hypothetical conditions was not necessary for this assignment. Therefore, there is no impact to market value.

One extraordinary assumption was utilized in the analysis and the use of this assumption may affect assignment results if it is found that the subject's site size is either significantly higher or lower than the site size estimate utilized in this appraisal.

Valuation Analyses

Cost Approach:

A cost approach is not applied because improvements on the subject's site are considered to have reached the end of their economic life, rendering the cost approach of no use.

Sales Comparison Approach:

A sales comparison approach is applied because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach:

An income approach is not applied because the subject is not an income producing property and this approach does not reflect market behavior for this property type.

Definition of Value

Market Value

The following definition of Market Value has been provided by the Client:

*"The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic issues of the property."*¹

¹ Interagency Land Acquisition Conference, *Uniform Appraisal Standards for Federal Land Acquisitions*, 6th ed. (Appraisal Institute, 2016), p.10.

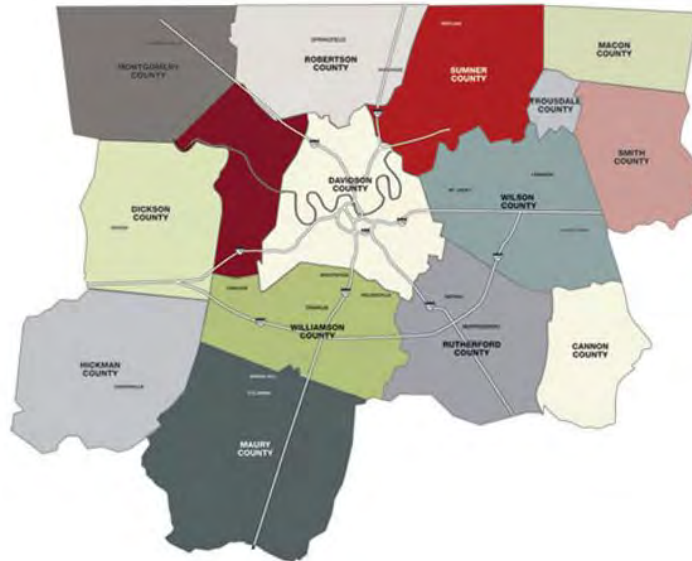


Factual Data

Area, City, and Neighborhood Data

Market Area Location and Boundaries

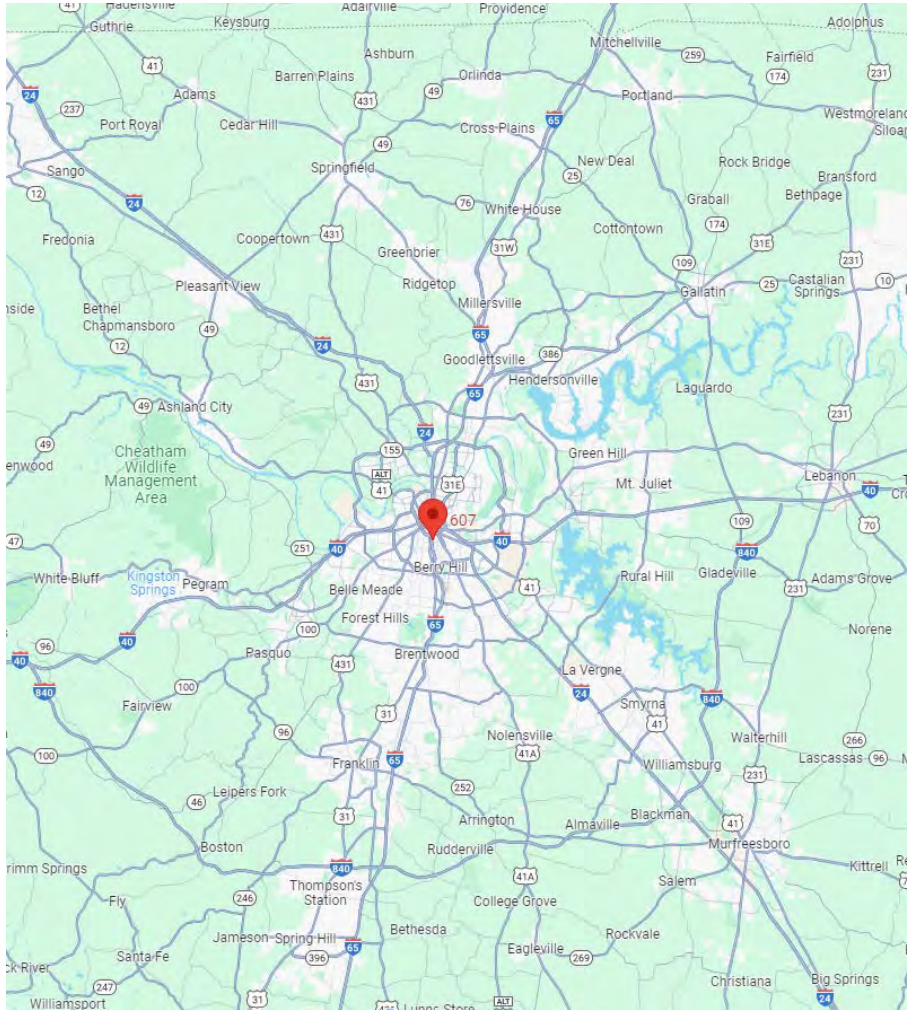
The subject is located in Nashville, the capitol of Tennessee, principal city of the Nashville MSA, and county seat of Davidson County. The counties included in the Nashville MSA are Cannon, Cheatham, Davidson, Hickman, Maury, Macon, Montgomery, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson, and Wilson. The Nashville MSA is depicted in the map that follows.



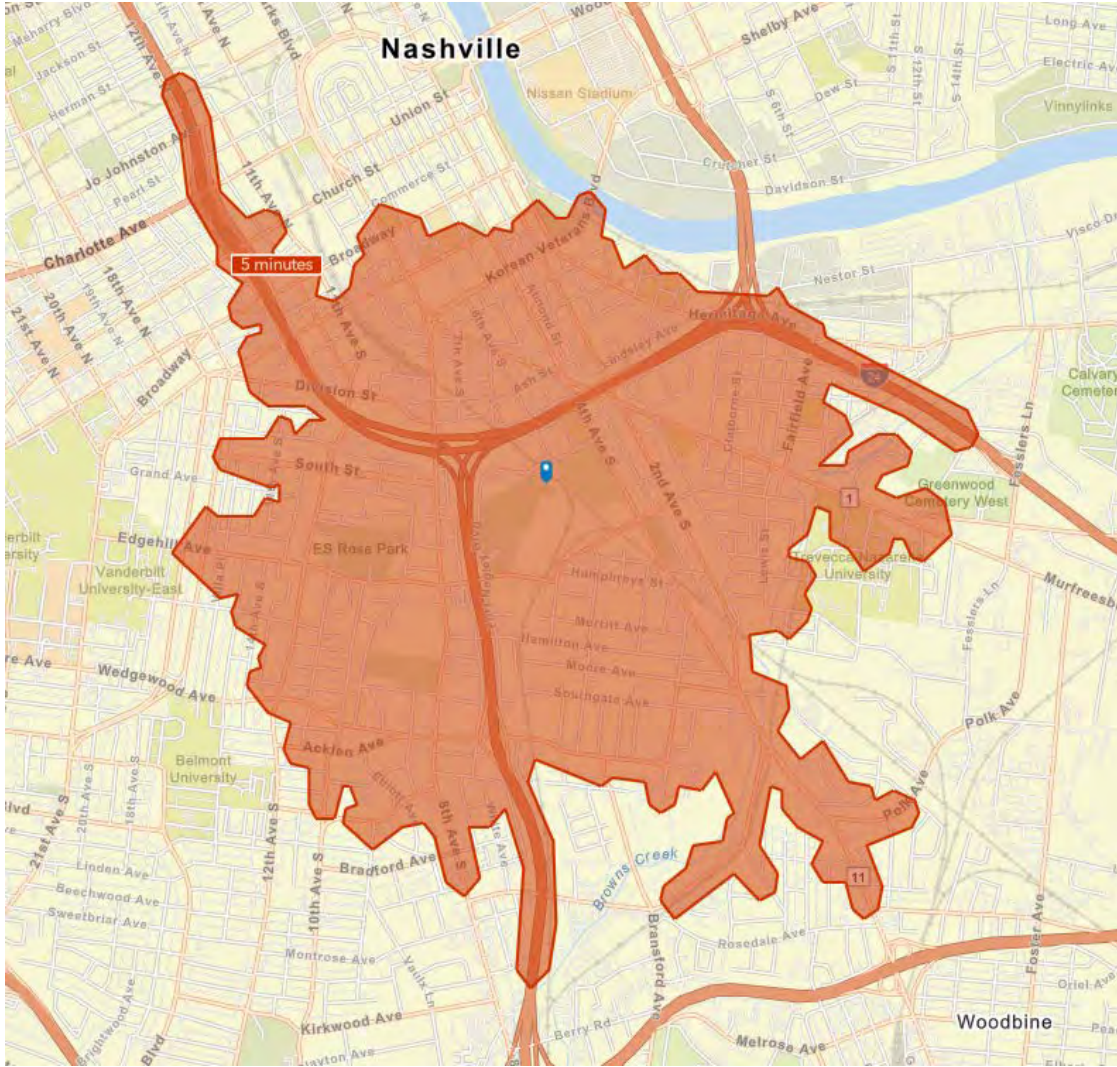
The Nashville MSA is the largest metropolitan area in the State of Tennessee by population. Commonly listed among the fastest growing areas in the nation², the Nashville area has a vibrant economy that attracts relocating individuals and families at a brisk pace. Long known as “Music City” due to the famous centers, servers, and participants in the music and entertainment industries located there; the Nashville area also routinely attracts corporate headquarters and a greater than average share of for-profit health care companies. The primary interstate highways providing access to Nashville include I-65, providing access to Louisville, Kentucky to the north and Birmingham, Alabama to the south; I-24, providing access to Clarksville to the northwest and Chattanooga to the southeast; and I-40, providing access to Knoxville to the east and Memphis to the southwest. Other major interstate highways/freeways providing access around Nashville and within the MSA include I-440, Briley Parkway (State Route 155), and I-840. The map that follows shows the subject’s location in relation to other communities and linkages in the MSA.

² <https://news.yahoo.com/25-fastest-growing-places-u-180211804.html>. While the cited source lists Nashville as #23, others have Nashville listed much higher, such as https://tulsaworld.com/lifestyles/the-15-fastest-growing-metropolitan-areas-in-the-us/collection_4e19d447-7a3d-59db-a56b-940f1cbf57b9.html#3 which lists Nashville at #11. The ranking depends on the chosen segmentation of the areas ranked. In general, the Nashville area is between the 11th and 20th fastest growing area in the nation on a yearly basis.

The subject is located in an area just south of the Nashville CBD, on the fringe of the WeHo (Wedgewood Houston) and Chestnut Hill neighborhoods. This area benefits from its convenient location in close proximity to downtown, I-65, I-40, and I-440. The area is located approximately one mile south of the downtown central business district, one half mile south of the nearest I-40 interchange (Exit 210 at 4th Avenue S), and one half mile east of the nearest I-65 interchange (Exit 81 at Wedgewood Avenue). The primary roadways in the market area include 2nd Avenue South, 4th Avenue South, Chestnut Street, and Lafayette Street. The map shows the subject property in relation to the other significant communities in the MSA.



The selected comparative area is a five minute drive time from the subject property. This area generally encompasses the area just south of Downtown Nashville, including the entire Wedgewood Houston (WeHo) and Chestnut Hill neighborhoods. While the subject would draw its patronage heavily from within this area, the subject would also draw from well outside of the area given the urban nature of the area and trendy restaurants, retail uses, and offices that draw from the entire city. This area is compared against larger areas to show the subject’s positioning in the state and MSA. The map that follows depicts the chosen comparative area.



Market Area and Property Characteristics

The subject property is located in the South Nashville Community according to the *NashvilleNext Volume III: Community Plans*³, within the South T4 MU Urban Mixed Use Neighborhood, which is intended to create urban, mixed use neighborhoods with a variety of housing and commercial development with an emphasis on connectivity. The property is located on the northern fringe of the rapidly redeveloping neighborhood of South Nashville referred to as the Wedgewood-Houston (WeHo) and on the western fringe of the neighborhood referred to as Chestnut Hill. The market area is currently undergoing a rapid transition from mature residential and industrial uses to newer and rehabilitated upscale residential housing, which has led to new commercial development. The area is complimented by several newer and established restaurants and retail uses along the primary roadways. The market area is densely developed and much of the new development that is occurring consists of redevelopment or demolition of older uses. The market area is such that it includes most major property types, including single-family attached and detached, multifamily, office, retail, industrial, and special purpose uses.

³ <https://www.nashville.gov/departments/planning/nashvillext>

The subject property was originally developed for industrial use and the original improvements predate the middle of the previous century like much of the development in the surrounding area. Recently, the subject area has seen a variety of redevelopment including commercial, single family, and multifamily. Many of the properties in the area have seen zoning changes from industrial zoning to mixed use zoning including the parcel north of the subject and much of the area south of the park and cemetery. The most significant new development and redevelopment projects in the area include Six10 Merritt, a new mixed-use project consisting of 14 townhouse-style homes, 12 residential flats, and 4,200 square feet of retail/commercial space; 1260 Martin, consisting of 47 residential condominiums and first floor retail space; May Hosiery, consisting of the redevelopment of six historic buildings currently being reconfigured to included 80,000 square feet of office, three restaurants, and seven retail storefronts; Bento Nashville, a five-story mixed use project with 89 hotel/multifamily micro units and first floor retail space; Humphreys Street Apartments, a 150-unit multifamily development; and 640 Merritt, 300-unit mixed use development. Notable commercial uses in the Wedgewood-Houston market include Tin Dog Tavern, Clawson's Pub & Deli, Smokin' Thighs, Gabby's Burgers & Fries, Adventure Science Center, Santa's Pub, and the Tennessee State Fair Grounds.

The following is a comparison of the demographics in the subject's market area compared with the MSA and the state.

Surrounding Area Demographics			
	Five Minute Drive Time	Nashville MSA	State of Tennessee
Population 2000 (Actual)	13,396	1,646,200	6,346,105
Population 2010 (Actual)	18,072	1,989,519	6,910,840
Population 2023 (Estimate)	21,385	2,116,378	7,120,037
Population 2028 (Projection)	31,423	2,255,179	7,317,991
Compound % Change 2000-2010	3.0%	1.9%	0.9%
Compound % Change 2010-2023	1.3%	0.5%	0.2%
Compound % Change 2023-2028	8.0%	1.3%	0.5%
Households 2010 (Actual)	9,464	772,530	2,742,947
Households 2023 (Estimate)	11,446	826,001	2,840,406
Households 2028 (Projection)	17,561	887,743	2,942,836
Compound % Change 2010-2023	1.5%	0.5%	0.3%
Compound % Change 2023-2028	8.9%	1.5%	0.7%
Average Household Size 2010 (Actual)	1.81	2.52	2.46
Average Household Size 2023 (Estimate)	1.79	2.51	2.45
Average Household Size 2028 (Projection)	1.74	2.49	2.43
Median Household Income 2023 (Estimate)	\$63,098	\$76,579	\$61,449
Median Household Income 2028 (Projection)	\$75,636	\$86,933	\$71,721
Compound % Change 2023-2028	3.7%	2.6%	3.1%
2023 Owner Occupied % (Estimate)	14.8%	61.4%	60.7%
2023 Renter Occupied % (Estimate)	61.3%	31.9%	29.8%
2023 Median Home Value (Estimate)	\$551,214	\$358,532	\$257,697
Unemployment Rate as of September*	2.8**	2.8	3.2
<i>Source: STDB/ESRI & *Bureau of Labor Statistics</i>		<i>**This rate is for Davidson County</i>	

Population Trends

The population in this area is projected to increase at a larger percentage than both the Nashville MSA and the State of Tennessee. The number of households is also projected to increase at a rate faster than both the Nashville MSA and the State of Tennessee. The past and projected growth rates speak to the transition the market area is undergoing from mature industrial uses to much higher intensity residential uses.

Housing Trends

The market area has a smaller percentage of owner occupied housing than the Nashville MSA and the State of Tennessee. Also, the market area has a larger percentage of renter occupied housing than the Nashville MSA and the State of Tennessee. This higher owner occupation indicates that there is less of a transitory population in the subject area than in the Nashville MSA or the State of Tennessee. This type of household formation is typical of densely-developed urban areas.

Income Trends

The median household income is estimated to be lower than the Nashville MSA and reasonably similar to the State of Tennessee. The median household income is projected to increase at a rate that is faster than both the Nashville MSA and the State of Tennessee. The median home value is also estimated to be much higher than both the Nashville MSA and the State of Tennessee.

Unemployment Trends

As of September 2023, the unemployment rate for Davidson County is about the same as the Nashville MSA and lower than the State of Tennessee.

Major Employers

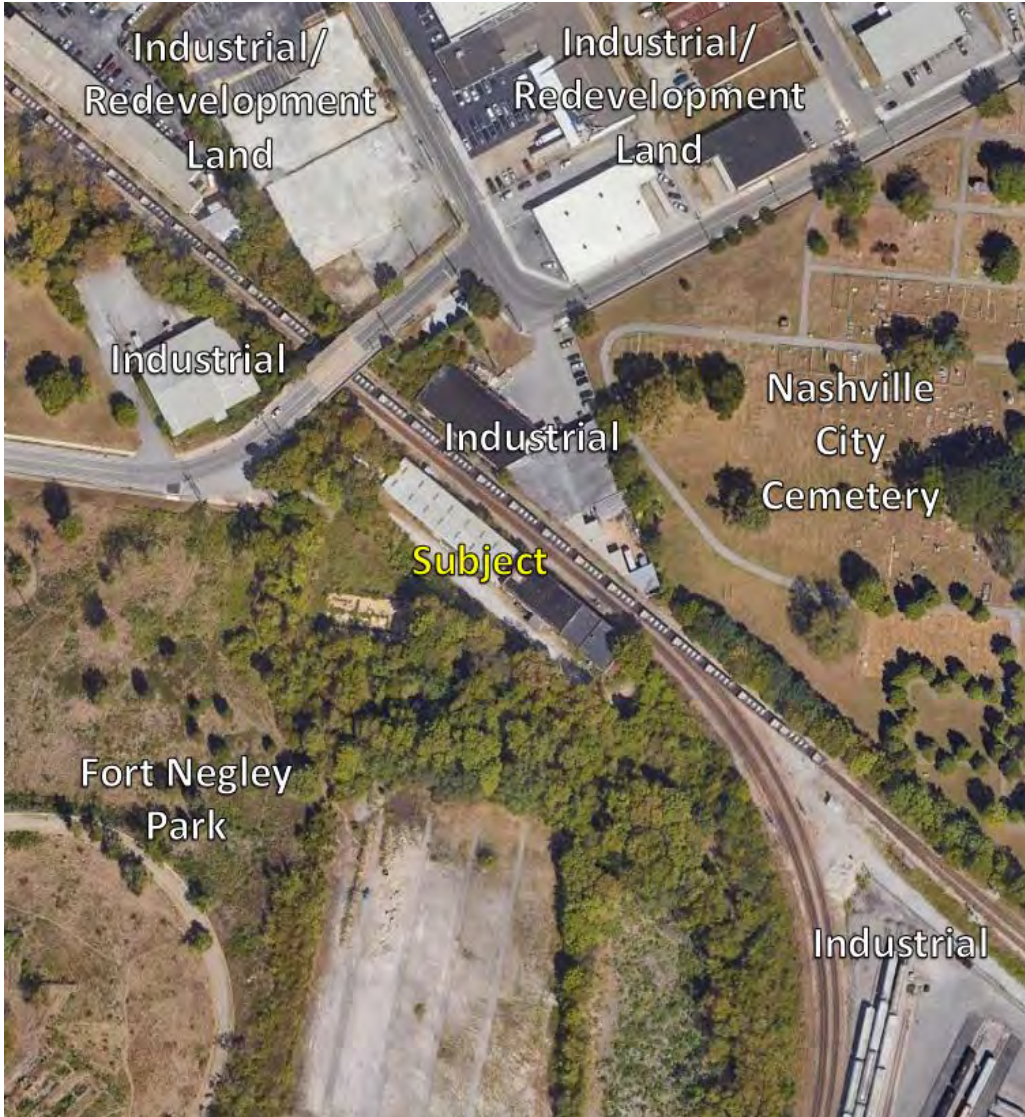
The major employers for the area are shown below.

Major Employers	
Company	# Employed
Vanderbilt University Medical Center	24,039
Nissan North America	11,000
HCA Healthcare Inc.	10,600
Vanderbilt University	9,107
Saint Thomas Health	8,335
Randsad	4,550
Asurion	4,400
Amazon.com	4,000
Community Health Systems	3,925
General Motors	3,800

Source: <https://www.nashvillechamber.com/explore/work/major-employers>

Adjacent Property Uses

The subject property is located along at the intersection of two lightly-traveled secondary roads, between Fort Negley Park and the Nashville City Cemetery. North of the subject location is industrial development that is in a state of transition. Much of these industrial properties are currently owned by investors with plans for redevelopment to more intense uses, such as retail, office, multifamily, condominiums, or a mix of any of these uses. The property is less than a mile from the heart of commercial development in the Wedgewood Houston neighborhood and less than a half mile south of Downtown Nashville. The aerial map that follows provides a visual depiction of the general land uses that surround the subject.

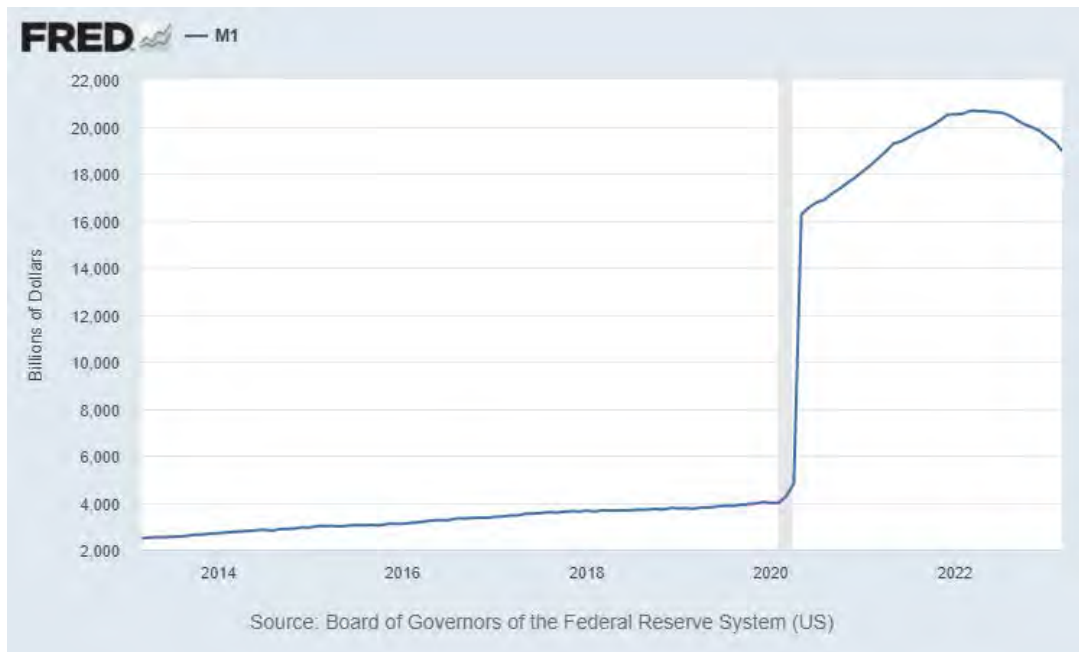


Macroeconomic Outlook

COVID-19 Pandemic Background and Governmental Response

The COVID-19 pandemic that began in early 2020 was a very significant event that marks a macroeconomic turning point in financial markets. The United States Department of Health and Human Services declared an end to the Covid-19 Public Health Emergency on May 9, 2023.⁴

In response to the economic crisis caused by the pandemic, the federal government passed five relief bills, the last of which was signed into law on March 11, 2021. Cumulatively, the relief bills extended unemployment benefits, provided direct cash payments to citizens below certain income levels, increased and appropriated the tax credits to families and workers, and appropriated funding to state and local governments, education, child care, small businesses, vaccines, and testing. The United States Federal Reserve cut the Federal Funds Rate from 1.55% just prior to the onset of the pandemic to 0.05% in April of 2020, holding that general level until beginning to raise the rate in February of 2022. The following two graphs illustrate the striking level of the government intervention on the country’s money supply and debt. The first⁵ is the amount of M1 money supply, defined as the existing currency used as a medium of exchange, including demand deposits and checking accounts. The second⁶ is the amount of federal debt held on the balance sheet of the United States Federal Reserve.



⁴ <https://www.hhs.gov/about/news/2023/05/09/fact-sheet-end-of-the-covid-19-public-health-emergency.html>

⁵ <https://fred.stlouisfed.org/series/M1SL>

⁶ <https://fred.stlouisfed.org/series/FDHBFRBN>

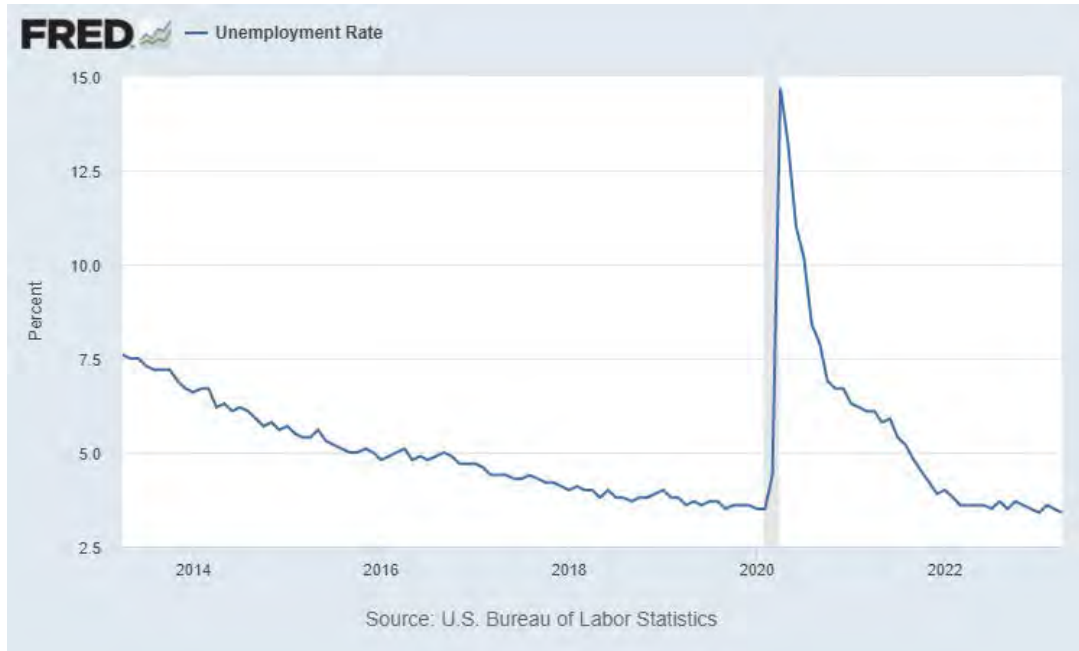


Due to historic government spending packages, the M1 money supply, which had been below \$4 trillion through the entire history of the United States, shot upward to over \$16 trillion during the year 2021 alone, and continued until peaking at over \$20 trillion in March of 2022. The Federal Reserve’s balance sheet, already elevated from measures taken during the Financial Crisis of 2008-2009 and only marginally rectified in the years following that event, doubled in size during 2021 alone and peaked at over \$6 trillion in the first quarter of 2022. The graph only shows federal debt held on the Federal Reserve’s balance sheet; the figure is even higher when corporate assets purchased by the Federal Reserve during the balance sheet expansion are considered. The recent abatement measures by the Federal Reserve can be seen at the extreme right of both graphs as the money supply and debt both begin a decline.

Economic Indicators

The most immediate economic effect of the pandemic was unemployment resulting from government-mandated stay-at-home orders in the earliest phase of the pandemic. The following graph, sourced from the U.S. Bureau of Labor Statistics, illustrates the spike in unemployment that resulted from these mandates.⁷

⁷ <https://fred.stlouisfed.org/series/UNRATE>



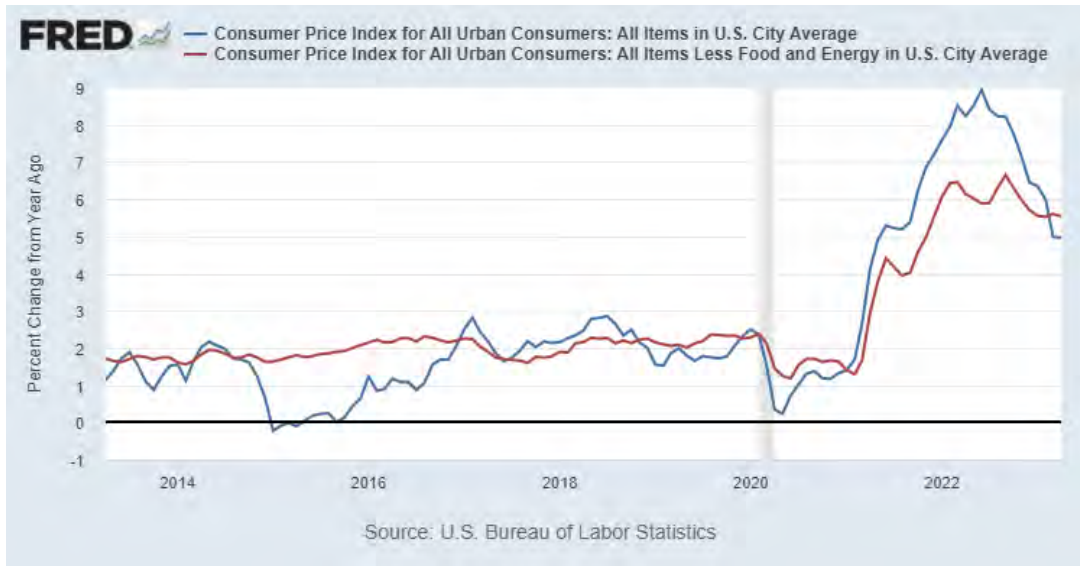
The graph shows the unemployment level over the previous ten years to the present day, with the spike in unemployment in 2020 being the result of government mandates due to the onset of the pandemic. Weekly jobless claims nationwide quickly eclipsed any previous record. The unemployment level has steadily declined since the initial spike such that the April 2023 reported 3.4% unemployment level is lower than the 3.5% reported just before the pandemic's onset.

The rapid rebound in employment has far surpassed the most optimistic projections by most economists, as the labor market recouped its lost payrolls faster than the last three economic downturns, including the Great Recession of 2008, in which it took 67 months for employment to recover to pre-recession levels. The unprecedented recovery in employment is attributed by many economists to the aforementioned government intervention, as Congress approved roughly five times as much fiscal stimulus during the pandemic as it did during the Great Recession, helping to keep workers and businesses afloat during the worst of the pandemic and leaving workers better equipped to rejoin the workforce once labor demand picked up.⁸

Despite positive employment indicators, economic recovery from the pandemic has been significantly hindered by historic inflation rates since mid-2021. The combination of the rapid reopening of the economy after the virtual shutdown during the first year of the pandemic combined with severe government intervention with the aim of minimizing the economic issues caused by the pandemic have convened to result in a massive imbalance of supply and demand, as demand for most products and services has outweighed supply since the reopening of the economy began. Global supply chains struggled to catch-up after being shut down for long periods during the pandemic. These factors have resulted in product and labor shortages and extraordinarily high inflation in both the US and

⁸ <https://www.businessinsider.com/february-jobs-report-economic-outlook-labor-market-recovery-fastest-ever-2022-3>

global economies, as reflected in significant increases in the consumer price index year-over-year since the beginning of 2021. The following graph shows inflation rates based on the Consumer Price Index over the past ten years.⁹

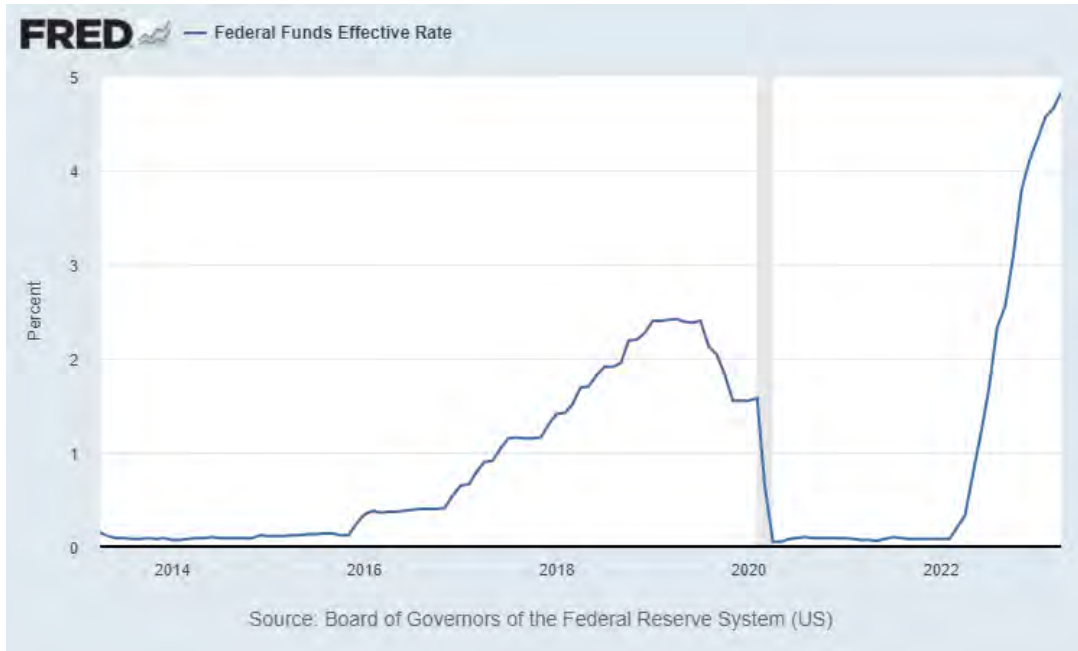


The graph shows a gradual decline in inflation from the peak of almost 9% in June of 2022. The most recently reported inflation level, for April of 2023, is 4.96%. While most recent figures show inflation abating, the rate since the end of 2020 has been well above Fed’s target of 2%.

Monetary Policy Response to Inflation and Bank Failures

As 2022 began, the Federal Reserve began a series of increases in the Federal Funds Rate, or the regulated rate that banks charge each other for overnight deposits of excess cash. The following graph shows ten years of the Federal Funds Rate. The cut of the rate to slightly above zero in response to the pandemic’s onset in April of 2020 can be seen, as can the rate increases beginning in March of 2022. The combination of rate cuts and money supply increase resulted in large upward moves in asset prices during that time period. The rise in the Effective Federal Funds Rate from 0.08% in February of 2022 to the 4.83% in April of 2023 is the fastest upward move in that rate in over forty years.

⁹ <https://fred.stlouisfed.org/graph/?g=rocU>



On May 4, 2022 the Federal Reserve announced its plan to reduce the balance sheet in an effort to combat inflation and return over time to its target of 2%.¹⁰ Initial plans did not involve the outright sale of treasury debt and corporate assets. Rather, the Federal Reserve announced plans are to stop the reinvestment of proceeds from maturing assets over time, with the proceeds from \$30 billion of treasury debt and \$17.5 billion of agency mortgage-backed securities per month not being reinvested during the summer of 2022, followed by the proceeds from \$60 billion of treasury debt and \$35 billion of agency mortgage-backed securities per month not being reinvested in the fall of 2022.

The Federal Reserve continued this plan until March of 2023 when, over the course of five days, three small- to mid-sized banks in the United States failed, triggering a sharp decline in bank stock prices globally. Silvergate Bank, Silicon Valley Bank, and First Republic Bank were all taken over in receivership and sold to other financial institutions in a bidding process. As a response to the crisis, the three major U.S. federal bank regulators announced that all deposits would be honored, and established a Bank Term Funding Program (BTFP) to offer loans of up to one year to eligible depository institutions pledging qualified assets as collateral. The qualified assets are U.S. Treasuries, agency debt, mortgage-backed securities, and other qualifying assets. While the response has largely shored up the financial system in the face of a heavily inverted yield curve, the response is also widely expected to stall the plan to decrease the balance sheet by acquiring debt assets, where the Federal Reserve had been slowly shedding such assets.

Raising the federal funds rate generally affects only the short end of the yield curve. Stopping the reinvestment of maturing assets affects the entire length of the yield curve, raising it. This will especially be felt on the long-duration end of the yield curve, which

¹⁰ <https://www.federalreserve.gov/newsevents/pressreleases/monetary20220504b.htm>

most affects real estate mortgage lending rates. A pause or reversal in the plan to decrease the Federal Reserve’s balance sheet can be expected to mitigate the effect on the long duration end of the yield curve. Most relevant to real estate valuations is the following graph, showing the national average for the 30-year fixed mortgage rate in the United States.¹¹



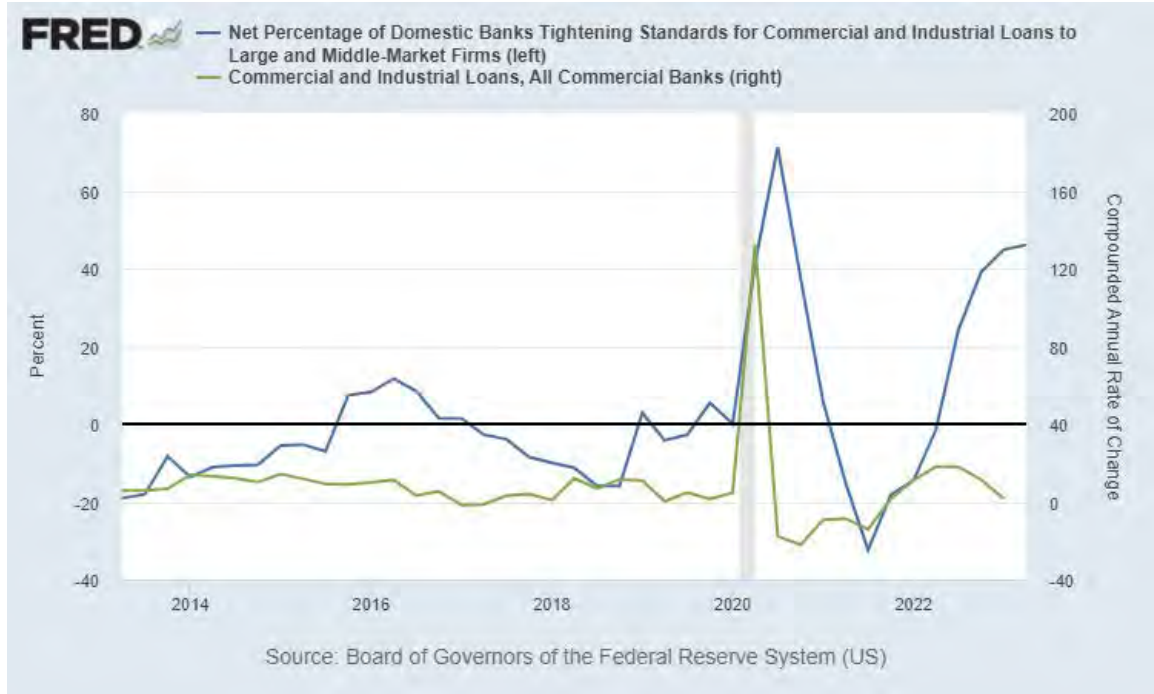
Interest rates for commercial loans generally follow the trend illustrated by the 30-year fixed residential rate as both are affected by the longer-duration end of the yield curve. The average mortgage rate rose from 3.22% in the first week of January 2022 to over 7% by late October of 2022. The pause and small era of high volatility in the summer of 2022 was due to the market’s expectation that the economy was in a recession at the time, causing the market to believe that the Federal Reserve would cut rates and resume injecting liquidity in the economy in the future. That act would lower long-duration yield rates and, consequently, mortgage rates. Expectations that the Federal Reserve will pivot to a dovish policy are not likely, especially in light of comments that Federal Reserve President Jerome Powell has made in recent speeches. However, the mortgage rate has continued to hover between 6% and 7% since that time as a confluence of events, including simple market expectations of future rate cuts and the reversing Fed balance sheet effects of the Bank Term Funding Program have continued to place downward pressure on the long end of the yield curve.

The following graph is of direct interest to commercial real estate.¹² The blue line indicates the percentage of banks in the United States reported in the Federal Reserve’s *Senior Loan Officer Opinion Survey* to be tightening lending for commercial and

¹¹ <https://fred.stlouisfed.org/series/MORTGAGE30US>

¹² <https://fred.stlouisfed.org/graph/?g=qw94#>

industrial loans. That trend indicates decreasing willingness of domestic banks to make commercial loans since the third quarter of 2021. The green line indicates the compound annual rate of change in commercial and industrial loans. A decline in loan growth can be seen to generally follow tightening lending standards. The market for lending, the primary source of liquidity for commercial real assets, has been much more difficult to tap in recent quarters.



Developing Issues

While unrelated to the pandemic, Russia’s invasion of Ukraine has sent shockwaves through the long-established international financial system. The United States’ Dollar has long enjoyed reserve status internationally, with most major commodities denominated in dollars. On March 2, 2022, in response to the invasion the European Union excluded seven major Russian banks from the SWIFT system, the electronic messaging system for international money transfers.¹³ The intent was to damage the Russian financial system in an effort to weaken the military there. In response, Russian President Vladimir Putin announced on March 23, 2022 that Russia would begin seeking payment for Russian oil in Rubles, circumventing the dollar as the reserve currency for crude oil and other related products from Russia.¹⁴ It has long been observed that growing political powers in Asia have been moving to remove the dollar as the reserve currency for commodities over an extended period of many years. These issues are still developing, but the loss of reserve status for the dollar would have profound negative effects on the dollar’s value and stability.

¹³ <https://www.reuters.com/business/finance/eu-excludes-seven-russian-banks-swift-official-journal-2022-03-02/>

¹⁴ <https://www.reuters.com/business/energy/putin-says-russia-will-start-selling-gas-unfriendly-countries-roubles-2022-03-23/>

Much politically-charged debate has taken place as to the inflationary abating or exacerbating effect from the recent passage of the 2022 Inflation Reduction Act. Likely the most comprehensive and balanced budget model has been produced by the Penn Wharton Budget Model at the University of Pennsylvania, reporting that the effect the act can be expected to have on inflation over the long term is statistically indistinguishable from zero, while causing negative pressure on GDP for the first few years due to new taxes and higher taxes placed on businesses. The study also projects that the act places near-term upward pressure on prices in 2023 and 2024.

In August of 2022 the Biden administration announced a plan to cancel up to \$20,000 of student debt for Pell Grant recipients and \$10,000 of student debt for non-Pell Grant recipients. Again, debate as to the effect this would or would not have on inflation has been politically charged. The Penn Wharton Budget Model has reported that this will cost taxpayers between \$469 billion and \$519 billion over a ten-year budget window. Since the announcement the plan has been blocked in federal court in Texas as well as by the 8th Circuit Court of Appeals, casting serious doubt on the ability of the completion of the plan.

Macroeconomic Overview Summary

Indications are that the United States Federal Reserve is committed to bringing inflation, which is declining after running in excess of 7% in the United States, back to its target level of 2%. A significant amount of negative price pressure can be expected to be felt in the real estate market before that target is reached. This should be analyzed on an area-by-area basis, however, as markets and areas differ significantly in demand levels and outlook.

Conclusion

The characteristics of the competitive market area indicate a population that is growing much faster than both the Nashville MSA and the State of Tennessee. The population is going through a rapid transformation from mature industrial uses to high intensity residential and retail uses. The population of the area, on average, has a slightly lower income but much higher home values than the Nashville MSA and the State of Tennessee. Income levels are anticipated to continue to rapidly increase in the future as the area continues to transition. Overall, the market area is a high-demand section of Nashville as measured by short exposure times and relatively high sales prices that should continue to exhibit positive demographic trends for the foreseeable future. However, while demand factors in the area are generally viewed as very positive by market participants, there is still an environment of heightened macroeconomic risk due to factors discussed herein such as inflation and rising interest rates. The factors should be taken into consideration in the valuation of most property types.

Legal Description

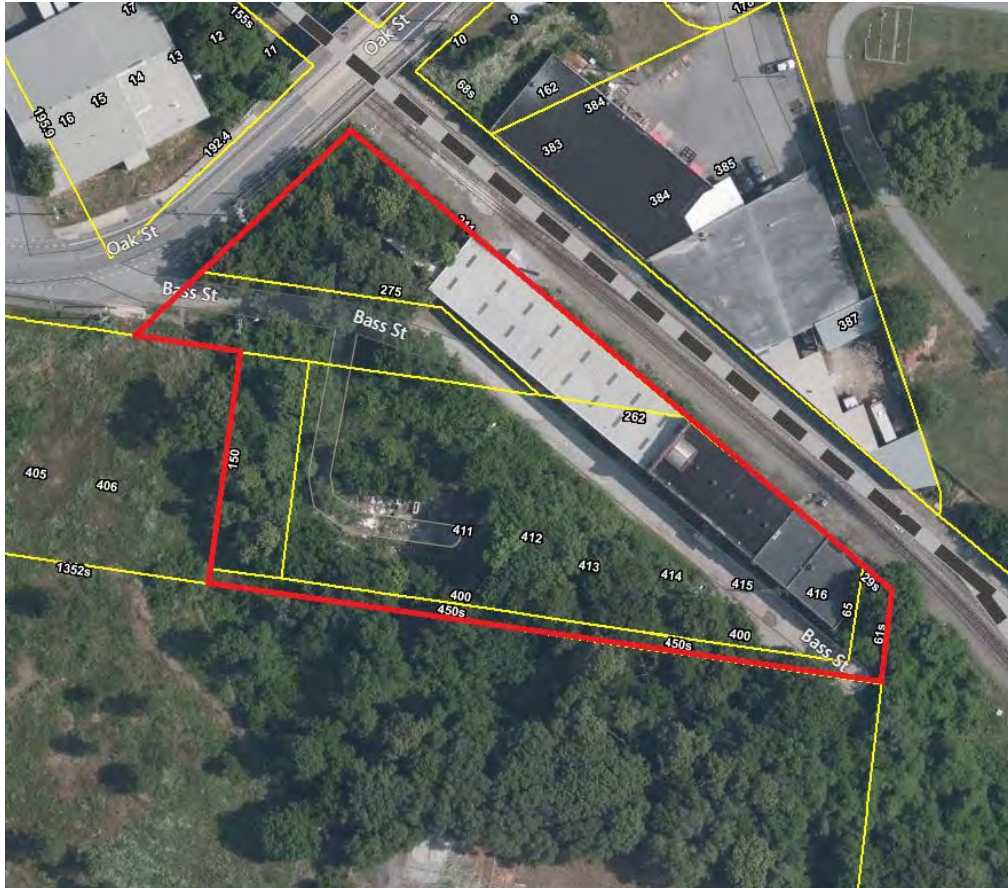
Land in Davidson County, Tennessee, being Lots Nos. 381, 382, 408, 409, 410, 411, 412, 413, 414 and 415 and part of 416 on the Plan of Ewing and Wetmore's Addition to South Nashville as of record in Book 14, pages 202 and 203, and southerly part of Lot 11 on the Plan of Alexander W. Campbell's Addition to South Nashville as of record in Book 18, page 649, said Register's Office and the southerly part of an alley lying immediately east of said Lot 11, part of Bass Street closed by City Ordinance and part of Old Oak Street to which reference is hereby made for a more complete legal description.

Being part of the same property conveyed to Ida M. Block by deed from First American National Bank of Nashville as Executor and Trustee under Last Will and Testament of George F. Block as of record in Book 3256, page 43, said Register's Office.

Recorded Plat Maps

The plat maps referenced in the legal description for the parcels that comprise the subject property are very old and mostly illegible and it is difficult to determine the property boundaries from the plat maps alone. The appraisers have relied on the the GIS tax map provided by the Metropolitan Government of Nashville & Davidson County and Courthouse Retrieval System's area measurement tool in the determination of property boundaries, dimensions, and site size.

Aerial Tax Map



Property Data

The following description is based on our property inspection, assessment records, property deeds, the GIS map provided by the Metropolitan Government of Nashville & Davidson County, and information provided by Robert Green, the property owner.

SITE	
Location:	<p>The subject is located at the southeastern side of Oak Street, just east of Vine Street and just south of Downtown Nashville.</p> <p>Location Benefits:</p> <ul style="list-style-type: none"> • Close proximity to the Nashville CBD • Close proximity to several interstate interchanges • Close proximity to boutique shopping and restaurants in Wedgewood Houston • Market area has been targeted for significant redevelopment <p>Location Disadvantages:</p> <ul style="list-style-type: none"> • Located along a lightly-traveled secondary road for residential site • Located adjacent to CSX railroad
Current Use of the Property:	The site is currently unimproved.
Site Size:	<p>Total: 2.30 acres; 100,188 square feet The subject's site size was taken from Courthouse Retrieval System's area measurement tool.</p> <p>Usable: 2.30 acres; 100,188 square feet</p>
Shape:	The site is irregularly shaped.
Frontage and Access:	<p>The subject property has average access with frontage as follows:</p> <ul style="list-style-type: none"> • Bass Street: 204 feet • CSX Railroad: 371 feet <p>The site is a corner lot. The subject's frontage and depth measurements were taken from Courthouse Retrieval System's area measurement tool.</p>
Visibility:	Fair

- Views: The site's views of the surrounding area are somewhat obstructed by the site's topographical features and there are no skyline or other types of views that would be considered a premium by a potential buyer of the site.
- Topography: The subject's site slopes downward in southeasterly direction from Bass Street and Oak Street but levels off in the central section of the site where the site has been leveled to accommodate the existing improvements. Much of the site is below grade of all surrounding roads.
- Soil Conditions: The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
- Utilities: Electricity: Public electricity
Sewer: Public sewer
Water: Public water
Natural Gas: Public gas
Underground Utilities: Electric wires are above ground.
Adequacy: The subject's utilities are typical and adequate for the market area.
- Site Improvements:
 - Oak Street has street lighting, sidewalks, curbs, and gutters fronting the subject.
 - There is minimal landscaping on the subject as most of the unpaved area on the site consists of unmanicured grass and thick woods.
- Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.
- FEMA Map Number: 47037C0244H
FEMA Map Date: April 5, 2017
- Flood Zone X is for areas determined to be outside the 0.2% annual chance floodplain. The appraisers are not experts in this matter and are reporting data from FEMA maps.
- Wetlands/Watershed: No wetlands were observed during our site inspection.

Environmental Issues: There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Vegetation: No abnormal vegetation was observed during the inspection of the subject property.

Water Rights: None

Mineral Rights: Commercially viable mineral deposits are/are not known to exist on the subject property.

Encumbrance / Easements: There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions.

Site Comments: The site benefits from its location outside of a flood hazard area and a lack of adverse easements or encroachments but has topographical features that cause it to have somewhat less than average and typical utility.

Americans with Disabilities Act

Please reference the Limiting Conditions and Assumptions section of this report on page 25.

Hazardous Substances

Please reference the Limiting Conditions and Assumptions section of this report on page 25.

Subject Soils

The map below is taken from the United States Department of Agriculture's Natural Resources Conservation Service website.¹⁵ The map shows the different areas of soils on the subject site.



The following table shows the ratings for each of the subject's soil types.

¹⁵ <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
McB	Maury-Urban land complex, 2 to 7 percent slopes	Somewhat limited	Maury (60%)	Slope (0.14)	0.5	21.0%
			Urban land (35%)	Slope (0.14)		
MsD	Mimosa-Urban land complex, 2 to 15 percent slopes	Very limited	Mimosa (50%)	Slope (1.00)	1.8	79.0%
				Shrink-swell (0.86)		
			Gladdice (4%)	Shrink-swell (1.00)		
				Depth to hard bedrock (0.46)		
				Slope (0.00)		
			Lindell (3%)	Flooding (1.00)		
				Depth to saturated zone (1.00)		
			Ashwood (3%)	Shrink-swell (1.00)		
				Depth to hard bedrock (0.06)		
				Slope (0.00)		
Totals for Area of Interest					2.3	100.0%

Rating	Acres in AOI	Percent of AOI
Very limited	1.8	79.0%
Somewhat limited	0.5	21.0%
Totals for Area of Interest	2.3	100.0%

Conclusion

While the appraisers are not experts in the analysis of soils, the USDA website does give a useful indicator of the potential cost level that can be expected in developing the subject’s site. The greatest portion of the subject, or 79.0%, is described as Mimosa-Urban land complex, which is described as “Very Limited,” with about 21.0% of the rear of the site described as “Somewhat Limited.” None of the subject’s site is described as “Not Limited,” which indicates that the potential development costs for the subject can be expected to be above average for near-term development.

IMPROVEMENTS DESCRIPTION

Overview: The subject property is a 2.30-acre site improved with an industrial building with approximately 18,361 square feet. The improvement was originally constructed as a flour mill in 1890 and was subsequently expanded in 1922 and 1993.

Building Description (coordinated with the numbered subject photographs):

Exterior: The subject's improvement was originally constructed as a flour mill in 1890. The original portion of the building consists of roughly 4,722 square feet (according to tax records) and includes the southeastern section of the building. This section of the improvement has a masonry structure on poured concrete slab, brick exterior walls, and a built-up flat roof (Photos 9, 10, & 11). According to tax records, the improvement was expanded in a northwesterly direction in 1922 with a section with a masonry structure, brick exterior walls, and flat built-up roof and was expanded again in 1993 with a section with steel structure, metal walls, and a flat metal roof (Photos 8 & 12). The combined gross building area of the various sections of the improvement is 18,361 square feet. The improvement's windows are generally of casement and fixed casement style (Photos 9, 10, 13, & 19). The improvement has two 10x10 metal roll-up drive-in doors (Photo 8) and zero dock-high truck doors.

Site Improvements: The improvement is accessed by an asphalt-paved and gravel driveway/parking area that is considered to be in fair condition (Photos 3, 4, 8, & 13). The parking area is unstriped and it is estimated that it can accommodate approximately ten parking spaces. The improvement has a 625 square foot covered area at the northwestern elevation (Photo 12), a 231 square foot covered area at the southeastern elevation (Photo 11).

Interior: The improvement is configured to include four areas of small offices equating to 684 square feet of finished office area (4%) and 17,677 square feet (97%) of unfinished shop and warehouse space. The warehouse/shop space is generally partitioned into four large open areas that access the various office areas (Photos 14 thru 23). The floor covering consists of concrete throughout the improvement. Wall covering in the office areas include a mix of drywall and block and wall coverings in the warehouse/shop areas consists of exposed construction. Ceiling covering generally consists of exposed construction throughout the improvement (Photos 14, 15, 19, 20, & 23). Ceiling height in the warehouse shop areas range from approximately 21 to 25 feet at the interior eaves, with an estimated average of 23 feet. Interior lighting is provided by a mix of fluorescent and metal halide lighting, as well as skylights (Photos 14, 15, 19, 20, & 23). The improvement has two restrooms, each with one commode and one sink (Photo 18). The improvement also includes a small break room/kitchen with a counter, cabinets, and sink (Photo 17).

Mechanical: Heating and cooling in the southeastern section of the improvement are provided by a centralized air conditioning system (Photos 14 & 15) and are said to be in good working order. There is no cooling in the rest of the building and heating is provided by wall-mounted heaters (Photos 19 & 20). The residence’s electrical and plumbing systems appeared to be in good working order at the time of inspection.

Recent Renovations: Aside from the various expansions discussed herein, the improvements appear to have been updated as needed over the last several years, which have extended the useful life of the improvement. According to the owner, the most recent notable renovation is the installation of a new roof within the last five years.

PROPERTY ANALYSIS

Design & Functional Utility:	The overall design of the improvement is mostly functional for its current use; however, the property likely suffers from some functional obsolescence due to insufficient vehicle circulation that would easily accommodate large trucks, which is standard for industrial properties in this area.
Deferred Maintenance:	No significant items of deferred maintenance were noted during the inspection of the subject property.
Capital Improvements:	There are no known plans for capital improvements in the immediate future.
General Property Analysis:	The improvements are considered to be in average condition for their age, with an effective age of 35 years, and a remaining useful life of 15 years; however, as is demonstrated in the highest and best use section, the improvements likely no longer contribute to the overall value of the property given the trends in this rapidly redeveloping area of Nashville. As such, the improvements are judged to have a remaining economic life of 0 years. ¹⁶

Americans with Disabilities Act

Please reference the Limiting Conditions and Assumptions section of this report on page 25.

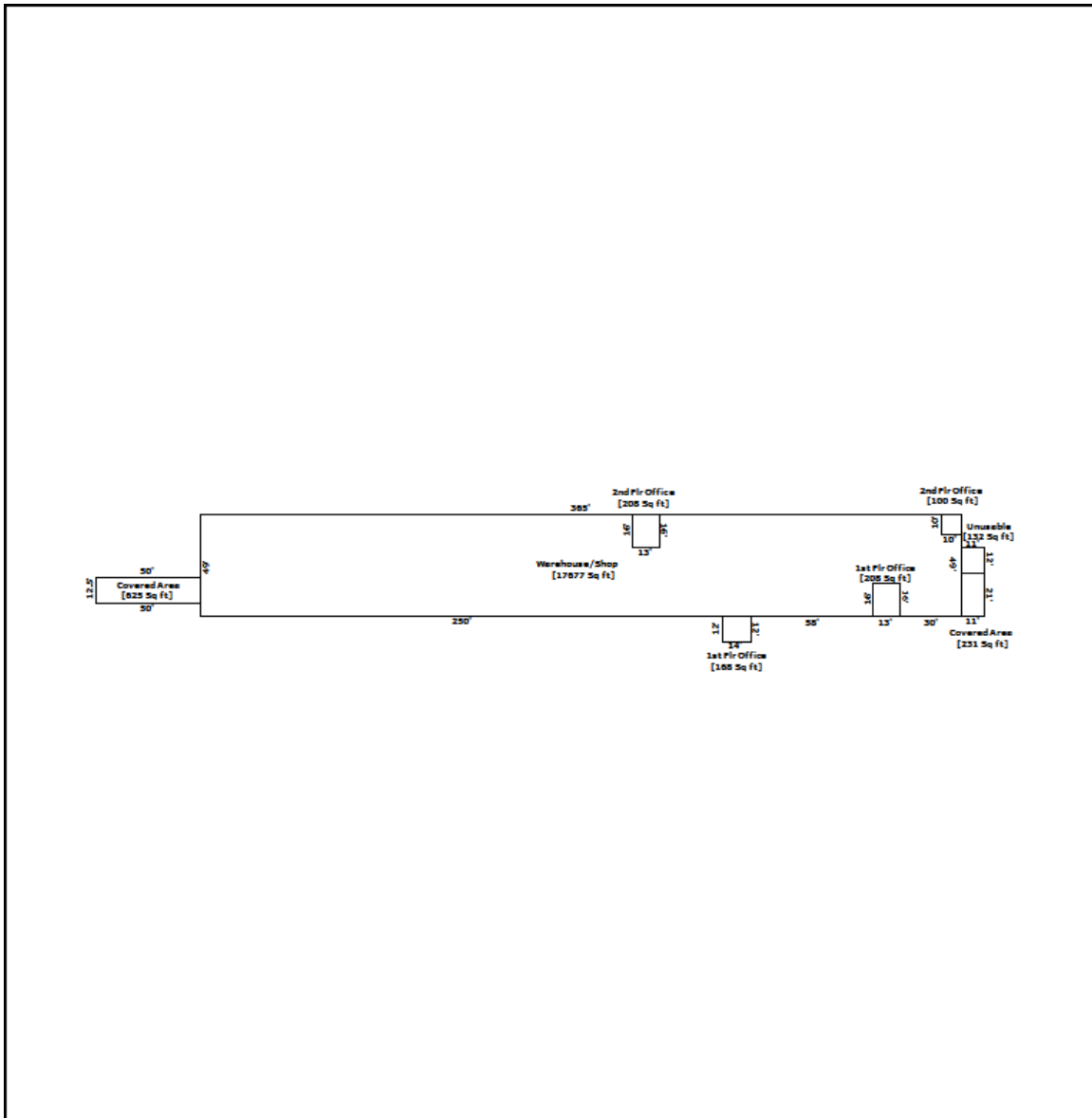
Hazardous Substances

Please reference the Limiting Conditions and Assumptions section of this report on page 25.

¹⁶ Please see the definitions for Useful Life and Economic Life in the Definitions section of this report. In general terms, an improvement’s remaining useful life is the amount of time that an improvement can be expected to continue to perform its originally intended use, while remaining economic life is the amount of time that an improvement can be expected to continue to contribute to the overall market value of a property. With this subject the improvements still have some functionality and could continue for a number of years to perform as industrial improvements, but no longer contribute to the overall market value of the subject due to outside market forces.



Improvements Sketch



TOTAL Sketch by e la mode

Area Calculations Summary

Living Area	
1st Flr Office	168 Sq ft
1st Flr Office	208 Sq ft
Warehouse/Shop	17677 Sq ft
2nd Flr Office	208 Sq ft
2nd Flr Office	100 Sq ft
Total Living Area (Rounded):	18361 Sq ft
Non-living Area	
Covered Area	231 Sq ft
Unusable	132 Sq ft
Covered Area	625 Sq ft

History of Subject Property

Sales History

The subject property has not sold within the ten-year period immediately preceding the date of valuation.

Current Listing

The subject is not known to be listed for sale at the date of valuation.

Current Option

No option for the purchase of the subject is known to be held by any party at the date of valuation.

Use History

The improvements on the subject property were reportedly originally constructed as a flour mill in the late 1800's and have been subsequently expanded over the last 120+ years. The current owner purchased the property in 1984 and the property has mostly been used by the owner's scenery and set production business in excess of the last ten years, although portions of the property have reportedly been encumbered by verbal short-term and month-to-month leases to outside parties and friends sporadically over this time.

Rental History

According to the owner, portions of the subject's improvements have been leased as shop space by outside parties and friends over the last ten years; however, these leases have generally been verbal and informal and the lessees typically encumbered the property over very short terms aligned with certain projects needed to be completed. Currently, approximately 2,100 square feet of space in the rear of the improvement is leased to a friend of the owner on a month-to-month basis at a rate of \$800 per month (\$4.57 per year). Given that his lease is reported to be on a month-to-month basis and can be terminated at any time, it is not given consideration in this analysis.

Current Contract

At the date of valuation the subject properties are under contract from Robert F. Green to American Battlefield Trust for \$9,250,000. Closing of the proposed transaction is set to take place on or before April 1, 2024. The property was reportedly never listed for sale and the contract is the result of the buyer, a non-profit organization, approaching the seller with an offer to purchase the property for eventual use as a civil war battlefield memorial. The contract acknowledges that the price is likely below fair market value (FMV) and that any excess of the FMV over the purchase price is intended by the seller as a donation to the purchaser. The contract stipulates that the property is to be leased back to the seller on a three-year term at a lease rate of \$1 per year. The contract price appears to be less than market value, likely due to the non-market factors discussed herein.

Assessed Value and Annual Tax Load

Real estate taxes in Tennessee are ad valorem taxes, meaning a tax based on the underlying value of the property being taxed. The assessor estimates the market value of the property, which opinion of value is multiplied by 40% for commercial property and 25% for residential property. The “Assessed Value” is then multiplied by the combined tax rate to calculate the tax levy.

Taxing Authority Metro Nashville

Assessment Year 2023

Real Estate Assessment and Taxes						
Tax ID	Land Tax Appraisal	Improvements Tax Appraisal	Other Tax Appraisal	Total Tax Appraisal	Equalization Ratio	Total Assessment
105-02-0-257.00	\$480,200	\$0	\$0	\$480,200	40%	\$192,080
105-02-0-433.00	\$1,218,000	\$584,100	\$0	\$1,802,100	40%	\$720,840.00
105-02-0-432.00	\$225,000	\$0	\$0	\$225,000	40%	\$90,000.00
Totals	\$1,923,200	\$584,100	\$0	\$2,507,300		

Real Estate Assessment Analysis					
Tax ID	Total Assessment	City Rate	County Rate	Total Tax Rate	Taxes
105-02-0-257.00	\$192,080	\$0.000	\$3.254	\$3.254	\$6,250
105-02-0-433.00	\$720,840	\$0.000	\$3.254	\$3.254	\$23,456
105-02-0-432.00	\$90,000	\$0.000	\$3.254	\$3.254	\$2,929
Totals	\$1,002,920				\$32,635

Notes: The governments of the City of Nashville and Davidson County merged in 1963, such that the county government is now known as the Metropolitan Government of Nashville and Davidson County, or "Metro Nashville," for short. The county tax rate shown above is an all-inclusive tax rate for the merged governments, and no city tax rate applies.

Comments

Aside from 2023 taxes, all prior city and county property taxes have been paid. Taxes for 2023 are unpaid and due by February 28, 2024. Based on the concluded opinion of market value, the assessment appears to be favorable.



Land Use Regulations

The subject property currently has two zoning designations as classified by the Nashville-Davidson County Planning Commission. Parcels 257.00 and 433.00, comprising most of the subject property, are both zoned IR (Industrial Restrictive) and Parcel 432.00, comprising approximately 0.17 acres, is zoned R6 (Residential). The following map summarizes the zoning designations for the various parcels that comprise the subject property.



The table that follows summarizes the bulk zoning regulations applicable to the subject property.

Zoning Summary	
Zoning Authority	Nashville-Davidson County Metropolitan Planning Commission
Zoning District	Industrial Restrictive/Residential Single-Family w/ Urban Zoning
Zoning Code	IR/ R6 (UZO)
Zoning Type/Description	Industrial/Residential
Current Use Legally Conforming	The subject is a legal and conforming use.
Zoning Change Requested	No
Zoning Change Likely	A zoning change is highly likely.
Likely Zoning	SF (Specific Plan)
Zoning Intent/Summary	The IR (Industrial Restrictive) district implements those industrial policies of the general plan that provide adequate opportunities for a wide range of light industrial uses at a small to moderate scale. The R6 district is one of several residential districts. This particular district is intended to provide for higher intensity one-family and two-family development, this district is appropriate for implementing the residential medium or medium-high density policies of the general plan. The IR district allows a variety of commercial uses including office, retail, and industrial. The R6 district allows one and two family residential. The Urban Zoning Overlay (UZO) is a zoning tool that requires specific design standards for development in designated areas. This particular overlay allows for less restrictive density and parking standards compared with the base zoning designation.
Zoning Density	0.60 / 0.60
Maximum Site Coverage	0.90 / 0.70
Minimum Lot Area	6,000 sf
Front Set Back Distance	5 ft / 20 ft
Side Yard Distance	None / 15 ft
Back Yard Distance	20 ft / 20 ft
Maximum Building Height	45 ft
Zoning Parking Requirements	General Office: 1 space/300 sq. ft.; Warehouse: 1 space/2,500 sq. ft.;
Zoning Data Source	https://library.municode.com/tn/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinances?nodeId=CD_TIT17ZO_CH17.12DIBURE
Zoning Comments	The subject appears to conform to the bulk regulations set forth by the Nashville-Davidson County Metropolitan Planning Commission. Given the demand factors and land use trends in this area, it is highly likely that a zoning change to SP (Specific Plan) would be requested by a typical buyer and granted by the planning commission to allow for multifamily use.

No other land use regulations beyond zoning regulations, such as deed restrictions of neighborhood association restrictions, are known to apply to the subject property.



Highest and Best Use

Highest and best use may be defined as

“The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.”¹⁷

Highest and Best Use of the Site as if Vacant and Available for Improvement

Legally Permissible: The subject property currently has two zoning designations. The subject’s IR zoning allows for office, retail, and industrial uses, while the R6 zoning allows for one or two family dwellings. These uses are given further consideration.

Physically Possible: The subject’s 2.30-acre site is large enough, of useful shape, and of adequate topography as to allow for any of the potential allowed uses. All of these uses are given further consideration.

Financially Feasible: The subject property is located in a redeveloping area of Nashville with a convenient location just south of the Downtown CBD and on the fringe of newer developing boutique neighborhoods. The market area has been undergoing a period of rapid revitalization from older industrial and single-family uses to more high intensity uses such as condominium, apartment, and mixed-use developments. Given the rapid increase in land value for properties in this particular area, single-family residential, industrial, and office uses would severely underutilize the subject’s site and likely not create a positive return for a potential investor. Given the subject’s location along a lightly-traveled secondary road and lack of traffic exposure, a new retail use likely would not be financially feasible. Taking into consideration the shift in demand factors for office use since the COVID-19 pandemic and lack of office uses in the area that conform to this type of land use, speculative office development likely would not be feasible.

Maximally Productive: Given the lack of positive feasibility for any of the uses allowed outright by zoning, the maximally productive use of the subject site would be to hold the site vacant until such a time that a zoning change to a higher density zoning would be approved, at which time a higher density multifamily development would likely be feasible. As previously discussed in the Market Analysis section of this report, the general plan for Nashville includes mixed use urban development for the subject property and the likelihood that a zoning change would be granted to accommodate this type of use is high.

Determination of Larger Parcel

The larger parcel is defined in the Uniform Appraisal Standards for Federal Land Acquisitions as “that tract, or those tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the

¹⁷ Interagency Land Acquisition Conference, *Uniform Appraisal Standards for Federal Land Acquisitions*, 6th ed. (Appraisal Institute, 2016), p.22.

appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.”

The property that is the subject of this appraisal consists of three contiguous tax parcels as classified by the Metropolitan Government of Nashville and Davidson County. Two of the parcels consisting of 0.49 acres and 1.24 acres, respectively, are zoned IR which allows for office, retail, and industrial development. The other parcel, consisting of 0.17 acres, is zoned R6 which allows for single-family residential development. The three parcels have a unity of ownership and contiguity. While one of the parcels has a different zoning designation from the other two, the parcels are located in a market area that is undergoing a rapid revitalization and there is a high likelihood of a zoning change to allow for a higher intensity use within the foreseeable future, as this is the trend for similar properties that have been purchased in the market area over the past five to ten years. Further, the subject’s location in an intensely urban setting in which assemblage of smaller parcels often creates additional value and often nullifies or reverses the principle of Economies of Scale, there is likely more value in three parcels when assembled as opposed to the sum of the values of the properties individually. As such, the parcels are considered to have the same integrated highest and best use throughout the site.

Probable Buyer, End User, and Timing of Development

Taking into consideration sales of similar parcels in the subject’s market area, the most probably buyer of the subject property as if vacant is an investor or developer that would apply for a zoning change and eventually develop the site with a high-intensity multifamily development. The most likely end users of the property would be renters that would occupy the property on short-term leases. Properties similar to the subject property are often put under contract with a contingency that the buyer can obtain a zoning change before the closing. The buyer then undergoes the process of receiving entitlements for the property that align with the buyer’s specific plan for the site. It has been common in this area for zoning in this area to be changed to SP (Specific Plan), which allows for flexibility to accommodate the developer’s specific vision for the site. The timing of development would most likely encompass the time to secure a zoning change, receive entitlements, and secure financing for this type of project, which often takes six to eight months.

Highest and Best Use of the Site as Currently Improved

Legally Permissible: The subject property currently has two zoning designations. Much of the property, including the improved portion of the property, is zoned IR, which allows for office, retail, and industrial uses. As noted, this portion of the property is improved with an 18,361 square foot industrial improvement. This is an allowable use under the current zoning designation. A very small section of the site consisting of approximately 0.17 acres is zoned R6, which allows for one or two family dwellings. This section of the site is currently unimproved.

Physically Possible: The subject's 2.30-acre site is large enough, of useful shape, and of adequate topography as to allow for the existing 18,361 square foot industrial improvement.

Financially Feasible: The existing 18,361 square foot industrial improvement was originally built in 1890 and has been expanded, updated, and maintained in average condition over the last several years. The owner of the property would have the option of renting out space in the property or owner occupying the property for industrial use. The property likely does suffer from some functional obsolescence due to insufficient vehicle circulation that would easily accommodate large trucks, which is standard for industrial properties in this area. However, given that the improvements are already constructed and mostly functional, it would likely be feasible to continue the existing industrial use.

Maximally Productive: While the subject's improvements have not reached the end of their useful life and the current use of the subject property for industrial purposes would likely be feasible for the foreseeable future, there is a question as to whether the improvements underutilize the site to the point where they no longer continue to contribute to the overall value of the property given the level of growth and new development that has been occurring in the subject's market area over the last several years. In order to test the highest and best use of the property as currently improved, the sales of five older, reasonably similar, industrial properties in the general area have been analyzed and compared with the subject property. All of the comparables utilized in this analysis are located in industrial areas near Downtown Nashville that were reportedly purchased for continued industrial use and not the eventual redevelopment value of the site. The table that follows summarizes the comparables in relation to the subject and the most recent sales data from these properties.

Address	Year Built	Bldg. Size (Sq. Ft.)	Site Size (Sq. Ft.)	Sale Date	Sale Price	Price/Sq. Ft.
344 Herron Drive	1986	12,508	32,670	5/16/23	\$2,600,000	\$207.87
1227 Fessler's Lane	1960	9,520	113,256	1/13/23	\$3,100,000	\$325.63
208 Crutchfield Avenue	1967	25,484	69,696	8/19/22	\$4,500,000	\$176.58
739 Fessler's Lane	1982	15,021	124,582	7/18/22	\$4,000,000	\$266.29
206 Cole Avenue	1984	8,000	16,988	3/1/22	\$1,994,505	\$249.31
Minimum	1960	8,000	16,988	3/1/22	\$1,994,505	\$176.58
Maximum	1986	25,484	124,582	5/16/23	\$4,500,000	\$325.63
Average	1976	14,107	71,438	--	\$3,238,901	\$245.14
Subject	1890/1922/1993	18,361	100,188	--	--	--

The sales prices of the comparable properties range from \$176.58 to \$325.63; the average is \$245.14. When compared to the set of comparables as a whole, the subject is considered to rank near the lower end, given the subject's age and the lack of vehicle circulation on the property. Applying the subject's gross building area of 18,361 square feet to the per square foot sale prices equates to a return to land range for the subject of \$3,240,000 to \$5,980,000 in the continued improvement scenario. The table that follows compares the return to the land indication for the subject property with the improvements against the return received from simple possession of the subject's land after demolition of the improvement.

Highest & Best Use Test	
Vacant Land Scenario	
Unadjusted Value of Underlying Land:	\$9,618,048
Estimated Cost to Raze Improvements (Including EI):	(\$105,576)
Return to the Land:	\$9,510,000
Continued Improvement Scenario	
Return to the Land (Low Indication):	\$3,240,000
Return to the Land (High Indication):	\$5,980,000

As shown in the table the vacant land scenario, which equates to \$9,510,000 far exceeds the return to land of the subject when compared with the continued improvement scenario, which equates to \$3,240,000 to \$5,980,000. Based on this analysis, the highest and best use of the subject property as currently improved would be to raze the existing improvements for eventual development of multifamily improvements, in line with highest and best use of the property as vacant.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are: The cost approach, the income approach, and the sales comparison approach.

Cost Approach

The cost approach is conducted by valuing the underlying site and then adding the depreciated cost of the improvements.

Income Approach

The income approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The sales comparison approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

A **cost analysis** was considered and is not developed because improvements on the subject's site are considered to have reached the end of their economic life, rendering the cost approach of no use.

A **sales comparison analysis** was considered and is developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and is not developed because the subject is not an income producing property and this approach does not reflect market behavior for this property type.

Land Valuation and Cost Approach

The cost approach is based on the principle of substitution - that a prudent and rational person would pay no more for a property than the cost to construct a similar and competitive property, assuming no undue delay in the process. The applied process is as follows:

- Estimate the land value according to its highest and best use. We have used the sales comparison approach; the process is as follows:
 - Comparable sales, contracts for sale and current offerings are researched and documented.
 - Each comparable is analyzed and adjusted to equate with the subject property.
 - The value indication of each comparable is analyzed and the data reconciled for a land value indication.
- Estimate the replacement cost of the building and site improvements.
- Estimate the physical, functional and/or external depreciation accrued to the improvements.
- Sum the depreciated value of the improvements with the value of the land for an indication of value.

Land Value

The subject's land value has been developed via the sales comparison approach. The sales comparison approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the sales comparison approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.

- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the sales comparison approach.

Land Comparables

We have researched five comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. Comparable data was gathered between November 27, 2023 and November 29, 2023. The comparable sales utilized in this analysis were searched by utilizing CoStar, the local MLS, tax records, and interviews with knowledgeable market participants that are familiar with this market. All comparable sales have been confirmed and verified by at least one party involved in each of the respective transactions. The appraisers also performed a drive-by inspection of all comparables utilized in this analysis on December 19, 2023.

Comp	Address	Date	Acres	Land SF
0	City	Price	Price Per Acre	Price Per Land SF
<i>Comp</i>				
Subject	607 Bass Street	11/29/2023	2.30	100,188
<i>Comp</i>	Nashville	--	--	--
<i>Subject</i>				
1	1514 4th Avenue S	11/2/2023	1.24	54,014
	Nashville	\$3,520,000	\$2,838,710	\$65.17
2	1276-1308 4th Avenue S	6/1/2023	1.30	56,628
2	Nashville	\$6,500,000	\$5,000,000	\$114.78
3	20 & 24 Lafayette Street	4/12/2022	0.75	32,670
	Nashville	\$4,100,000	\$5,466,667	\$125.50
4	924 Vine Street	11/1/2021	0.60	26,092
4	Nashville	\$2,950,000	\$4,924,875	\$113.06
5	900-918 8th Avenue S, 909-925 Bass	5/28/2021	3.17	138,085
	Nashville	\$19,587,629	\$6,179,063	\$141.85

Land Comparable 1



Transaction

ID	15345	Date	11/2/2023
Address	1514 4th Avenue S	Price	\$3,520,000
City	Nashville	Price per Land SF	\$65.17
State	TN	Financing	Typical
Tax ID	105-08-0-234.00	Property Rights	Fee Simple
Grantor	BAS, LLC, a TN LLC	Book/Page or Reference	20231113-0088050
Grantee	1514 4th Avenue South Partners, LLC, a TN LLC	Doc Deed Type	Warranty Deed
		Verification	Listing Agent, Marketing Materials

Site

Acres	1.24	Zoning	CG
Land SF	54,014	Zoning Type	Commercial
Shape	Slightly irregular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer	Environmental Issues	None known
Topography	Mostly level	Use at Sale	Vacant
Flood Zone	X	Highest and Best Use	Mixed-Use/Multifamily

Sale Comments

The comparable sale includes a vacant parcel of land located just south of Downtown Nashville within the Chestnut Hill neighborhood. This is an area that is rapidly transitioning from mature industrial, retail, and single-family uses to much more intense land uses. The property was reportedly originally under contract for \$5.3 million (\$98.12/SF) with the sale contingent upon the buyer receiving a zoning change to MUL-A and entitlements for the development of condominiums; however, by the time entitlements were granted, interest rates had increased to a level that had made financing fall through at the contract amount. The contract was renegotiated to \$3.52 million, as the seller reportedly did not want to go back through the process of putting the property back on the market. It is the opinion of the seller's agent that the resulting sales price was likely somewhat below market and the current market value is likely somewhere between the original contract price and end sales price.

Land Comparable 2



Transaction

ID	15344	Date	6/1/2023
Address	1276-1308 4th Avenue S	Price	\$6,500,000
City	Nashville	Price per Land SF	\$114.78
State	TN	Financing	Typical
Tax ID	105-0-0-451.00 thru 462.00	Property Rights	Fee Simple
Grantor	Choice Investments, LLC, a TN LLC	Book/Page or Reference Doc	20230602-0041897
Grantee	1300 4th Avenue S, LP a TN LP	Deed Type	Warranty Deed
		Verification	Listing Agent, Marketing

Site

Acres	1.30	Zoning	SP
Land SF	56,628	Zoning Type	Specific Plan
Shape	Roughly rectangular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer	Environmental Issues	None known
Topography	Mostly level	Use at Sale	Vacant
Flood Zone	X	Highest and Best Use	Mixed-Use/Multifamily

Sale Comments

The comparable sale includes ten contiguous parcels of land located just south of Downtown Nashville on the fringe of the Chestnut Hill and Wedgewood-Houston neighborhoods. This is an area that is rapidly transitioning from mature industrial, retail, and single-family uses to much more intense land use. The property was reportedly purchased with the intention of improving the site with a residential condominium development.

Land Comparable 3



Transaction

ID	15343	Date	4/12/2022
Address	20 & 24 Lafayette Street	Price	\$4,100,000
City	Nashville	Price per Land SF	\$125.50
State	TN	Financing	Typical
Tax ID	093-15-0-122.00 & 123.00	Property Rights	Fee Simple
Grantor	Husani Hassan	Book/Page or Reference	20220418-0044291
Grantee	Magpar, LLC, a TN LLC	Doc	
		Deed Type	Warranty Deed
		Verification	Listing Agent, Marketing Materials

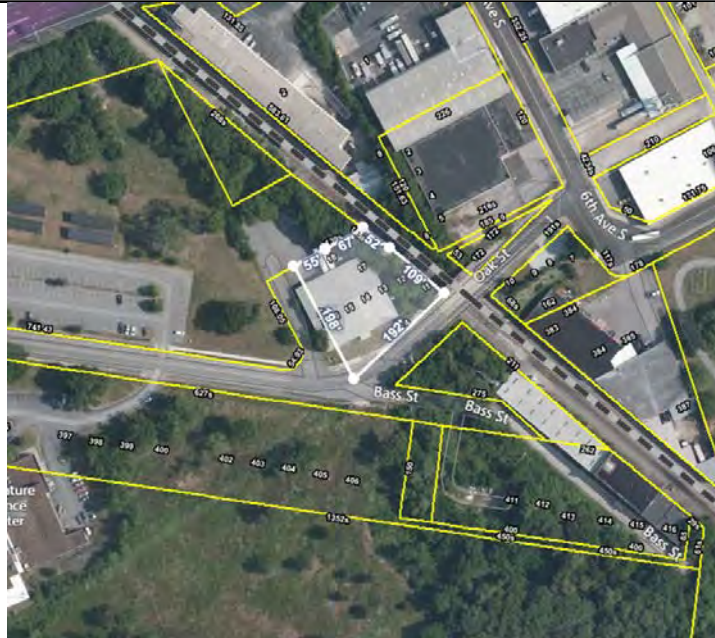
Site

Acres	0.75	Zoning	CS
Land SF	32,670	Zoning Type	Commercial
Shape	Roughly rectangular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer	Environmental Issues	None known
Topography	Mostly level	Use at Sale	Retail
Flood Zone	X	Highest and Best Use	Mixed-Use/Multifamily

Sale Comments

The comparable sale includes two contiguous parcels of land located just south of Downtown Nashville within the Chestnut Hill neighborhood. This is an area that is rapidly transitioning from mature industrial, retail, and single-family uses to much more intense land uses. The properties were improved with two improvements totaling approximately 10,500 SF that had reached the end of their economic lives at the time of sale. The property was purchased with the intention of assembling surrounding parcels for future large-scale mixed-use development. This property was never marketed for sale and the sale is the result of the buyer approaching the seller with an offer and negotiations that followed.

Land Comparable 4



Transaction

ID	11900	Date	11/1/2021
Address	924 Vine Street	Price	\$2,950,000
City	Nashville	Price per Land SF	\$113.06
State	TN	Financing	Typical
Tax ID	105-02-0-256.00	Property Rights	Fee Simple
Grantor	Vine Street Partners, JV, a partnership	Book/Page or Reference	20211115-0151442
Grantee	924 Vine Street LLC	Doc	Warranty Deed
		Deed Type	Warranty Deed
		Verification	Listing Agent, Marketing Materials

Site

Acres	0.60	Zoning	M U L - A
Land SF	26,092	Zoning Type	Mixed Use
Shape	Roughly rectangular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer	Environmental Issues	None known
Topography	Mostly level	Use at Sale	Industrial
Flood Zone	X	Highest and Best Use	Multifamily

Sale Comments

The comparable sale is parcel of land located just south of Downtown Nashville, near the WeHo, Chestnut Hill, and 8th Ave S neighborhoods. This is an area that is rapidly transitioning from mature industrial and single-family uses to much more intense land uses. The property was improved with an 11,792 SF warehouse built in 1988 at the time of sale; however, the zoning for the site was changed to MUL-A in 2019 and the improvement is viewed as an interim use.

Land Comparable 5



Transaction

ID	15342	Date	5/28/2021
Address	900-918 8th Avenue S, 909-925 Bass Street	Price	\$19,587,629
City	Nashville	Price per Land SF	\$141.85
State	TN	Financing	Typical
Tax ID	105-02-0-258.00 thru 276.00	Property Rights	Fee Simple
Grantor	Eighth & Division Investment GP, a TN GP	Book/Page or Reference	20210602-0073479
Grantee	900 Eighth, LP, a TN LP	Doc	Warranty Deed
		Deed Type	Listing Agent, Marketing Materials
		Verification	

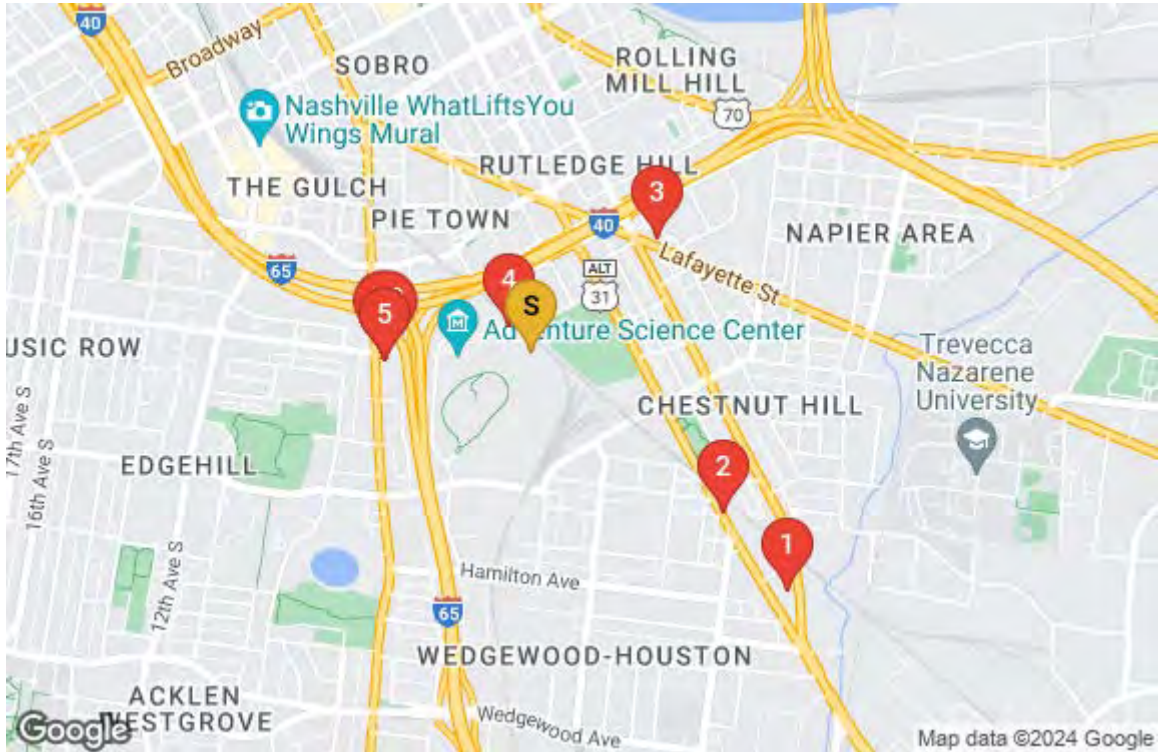
Site

Acres	3.17	Zoning	SP
Land SF	138,085	Zoning Type	Specific Plan
Shape	Slightly irregular	Encumbrance or Easement	None adverse known
Utilities	Public water & sewer	Environmental Issues	None known
Topography	Mostly level	Use at Sale	Retail/Industrial
Flood Zone	X	Highest and Best Use	Mixed-Use/Multifamily

Sale Comments

The comparable sale includes 16 contiguous parcels of land located just south of Downtown Nashville on the fringe of the 8th Ave S neighborhood. This is an area that is rapidly transitioning from mature industrial, retail, and single-family uses to much more intense land uses. The properties were improved with several improvements totaling approximately 40,000 SF that had reached the end of their economic lives at the time of sale. The property was purchased with the intention of improving the site with a mixed-use development identified as CA South that will include luxury apartments and 1st floor retail.

Comparables Map



Note: The markers for the subject property and Comparable Four are close to one another.

Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

A sales comparison grid displaying the subject property, the comparables and the adjustments applied is on the following page.

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4		Comp 5	
Address	607 Bass Street	1514 4th Avenue S		1276-1308 4th Avenue S		20 & 24 Lafayette Street		924 Vine Street		900-918 8th Avenue S, 909-925 Bass Street	
City	Nashville	Nashville		Nashville		Nashville		Nashville		Nashville	
State	TN	TN		TN		TN		TN		TN	
Date	11/29/2023	11/2/2023		6/1/2023		4/12/2022		11/1/2021		5/28/2021	
Price	--	\$3,520,000		\$6,500,000		\$4,100,000		\$2,950,000		\$19,587,629	
Land SF	100,188	54,014		56,628		32,670		26,092		138,085	
Price Per Land SF	--	\$65.17		\$114.78		\$125.50		\$113.06		\$141.85	
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Typical	Typical	0.0%	Typical	0.0%	Typical	0.0%	Typical	0.0%	Typical	0.0%
Conditions of Sale	Typical	See Narrative	30.0%	Typical	0.0%	Lmt'd Exp	0.0%	Typical	0.0%	Typical	0.0%
Expend. After Sale		\$0		\$0		\$60,375		\$67,804		\$230,000	
Adjusted Land SF Unit Price		\$84.72		\$114.78		\$127.35		\$115.66		\$143.52	
Market Trends Through	11/29/2023	0.0%	0.0%	0.0%	-5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$84.72		\$114.78		\$120.98		\$115.66		\$143.52	
Location		Similar		Similar		Similar		Similar		Similar	
% Adjustment		0%		0%		0%		0%		0%	
\$ Adjustment		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Land SF	100,188	54,014		56,628		32,670		26,092		138,085	
% Adjustment		5.0%		5.0%		10.0%		5.0%		-5.0%	
\$ Adjustment		\$4.24		\$5.74		\$12.10		\$5.78		-\$7.18	
Topography	Level to sloping	Mostly level		Mostly level		Mostly level		Mostly level		Mostly level	
% Adjustment		-10%		-10%		-10%		-10%		-10%	
\$ Adjustment		-\$8.47		-\$11.48		-\$12.10		-\$11.57		-\$14.35	
Exposure	Fair	Average		Average		Good		Fair		Good	
% Adjustment		-10%		-10%		-20%		0%		-20%	
\$ Adjustment		-\$8.47		-\$11.48		-\$24.20		\$0.00		-\$28.70	
Adjusted Land SF Unit Price		\$72.01		\$97.57		\$102.83		\$109.88		\$93.29	
Net Adjustments		10.5%		-15.0%		-18.1%		-2.8%		-34.2%	
Gross Adjustments		62.5%		25.0%		49.9%		17.6%		36.6%	



Comparable Land Sale Adjustments

Property Rights

Each of the comparable sales sold in fee simple estate, like the subject, and no adjustment is needed for property rights.

Financing

No atypical financing is known to have affected the transactions of the comparables and no adjustment is applied.

Conditions of Sale

Comparable One was reportedly originally under contract for \$5.3 million (\$98.12 per square foot) with the sale contingent upon the buyer receiving a zoning change to MUL-A and entitlements for the development of condominiums; however, by the time entitlements were granted, interest rates had increased to a level that had made financing fall through for the buyer at the contract amount. The contract was renegotiated to \$3.52 million, as the seller reportedly did not want to go back through the process of putting the property back on the market. It is the opinion of the seller's agent that the resulting sales price was likely somewhat below market due to the circumstances and the current market value is likely somewhere between the original contract price and end sales price. An upward adjustment is applied to this comparable. No atypical sale conditions are known to have affected the transactions of the other comparables and no adjustment is made.

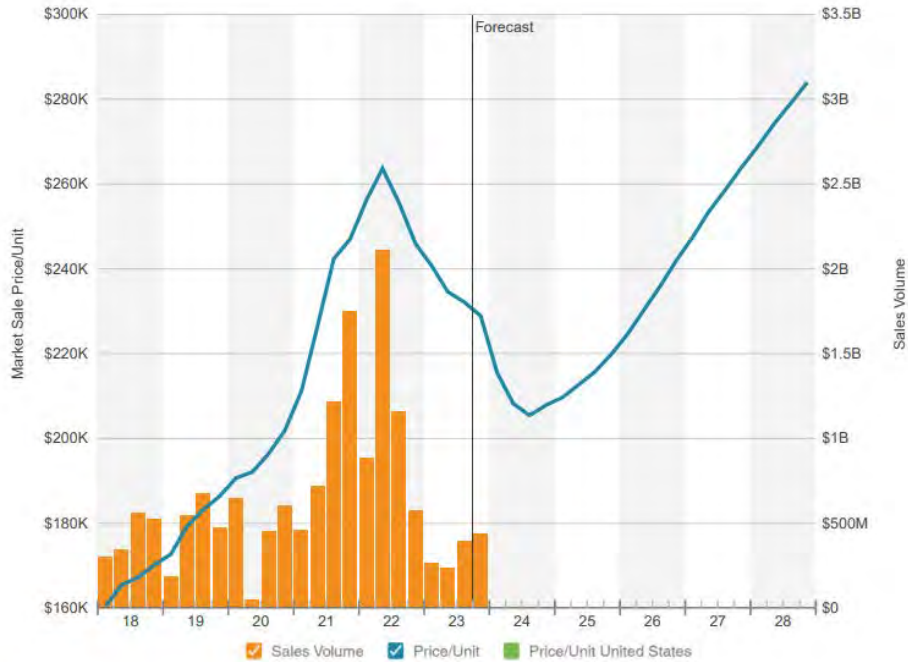
Expenditure after the Sale

The demolition cost for the structures on Comparables Three, Four, and Five is estimated and applied as an expenditure after the sale. *Marshall Valuation Service* figures indicate that \$5.00 per square foot is reasonable for demolition costs and dumping fees. This amount, along with reasonable entrepreneurial incentive of 15.0% to account for the risk of undertaking this project, is applied as an adjustment for expenditure after the sale.

Market Trends

The comparable properties sold from May 28, 2021 to November 2, 2023. The subject property is located in a rapidly redeveloping area of Nashville that benefits from its proximity to Downtown, interstate interchanges, and trendy neighborhoods. Market conditions in many areas in the MSA have been rapidly improving over the last five to ten years; however, there is currently much uncertainty in the national and global economy due to several interrelated and nonrelated macroeconomic factors, including the COVID-19 pandemic, inflation, rising interest rates, and wars in Ukraine and Gaza. Given that the subject's highest and best use as vacant and currently improved is for the eventual development of multifamily improvements, the appraisers have conducted an analysis of real estate prices per square foot for multifamily properties in the Nashville MSA. The following graph summarizes trends in sales prices for multifamily properties in the Nashville MSA since the first quarter of 2018 as compiled by CoStar.

Sales Volume & Market Sale Price Per Unit



© 2023 CoStar Realty Information Inc.

12/21/2023

The data shows that sales prices for multifamily properties were in a rapidly increasing mode from mid-2018 through mid-2022, exhibiting an average increase of 14.2% per year over this time; however, rising interest rates appear to have impacted pricing since this time prices have been in a decreasing mode since this time. It is notable that inflation has abated significantly over the last two quarters and it is the opinion of most economists that the Fed will begin lowering interest rates in 2024. CoStar forecasts pricing to rebound in mid-2024 and then increase rapidly over the foreseeable future. Based on this analysis, pricing is currently near the levels exhibited in mid-2021. Comparables One and Two are both very recent sales and no adjustment for market trends is applied to either of these comparables. Comparable Three sold in mid-2022, near the peak of the market and a downward adjustment is applied to this comparable. Comparables Four and Five both sold in 2021 at a time when pricing was more or less at today's levels. No adjustment is applied to either of these comparables.

Location

All of the comparables are located in the same area of Nashville as the subject, within a one-half mile radius of the subject. No adjustment is applied to any of the comparables for differences in location.



Site Size (Land SF)

Site size can be expected to have an effect on the price paid for developable sites. Due to the principle of Economies of Scale, there is often an inverse relationship between site size and price per square foot, all else equal. However, in urban redevelopment settings, this trend is often mitigated or reversed by higher demand for larger sites that offer more flexibility for development. The subject is located in an area that is relatively urban in nature, where sites generally do not exceed two acres in size. The following is a graph displaying the relationship between site size, as expressed in square feet, and price paid per square foot shown by seven land sales located along Charlotte Pike, a rapidly redeveloping area in Nashville. The land sales took place from April of 2013 through April of 2015, a period of relative stability in the studied market.



The best fit trendline shows a curve where sale price tends to decrease as site size increases from approximately one-tenth of one acre to just under one acre, and then begins to increase after that point. This indicates two interacting sets of market participants. The first seek smaller sites for projects and pay less per additional square foot above their needs, while the second pays more to the right of the curve’s nadir because larger sites have greater potential and possibilities. The R-squared value shown on the graph indicates that the relationship graphed is relatively weak and a full adjustment from the trend line is not warranted. The adjustments applied are based loosely on the general trend shown by the graph.

Topography

The subject has a level to steeply sloping topography with some areas of tree coverage. The comparables all have mostly level topographical characteristics. In order to gauge the impact of topographical difference on sales price, two sales of vacant land sites in reasonably similar locations in Nashville are paired below.

Sale 1: 243 Venture Circle, Nashville. Sold 3/14/2007. 1.77 Acres, \$183,616/Acre, Cleared & Level.

Sale 2: 1124 Myatt Blvd, Madison. Sold 3/14/2007. 0.70 Acres, \$131,114/Acre, Raw Land.

The two sales indicate that a potential downward adjustment of as much as 30% is reasonable for a graded, cleared site when compared to a site that has rolling topography and is not graded for building. This adjustment is applied to each of the comparables is tempered given that a portion of the site has been graded for the existing improvement and is mostly level.

Exposure

A property's exposure to passing automobile or foot traffic is a major concern in the valuation of redevelopment properties in the area. The subject is located along a lightly-traveled secondary road and is considered to have similar exposure compared with Comparable Four, which is located across the street from the subject. No adjustment is applied to this comparable. Comparables One and Two are located along roadways with modest vehicular traffic and Comparables Three and Five are located along roadways with moderate vehicular traffic. The higher exposure of these four comparables gives these properties more flexibility in regard to development potential, as the properties could potentially be developed with first floor retail, along with upper level multifamily or condominiums. Upward adjustments are applied to these four comparables.

Sales Comparison Approach Conclusion – Land Valuation

The adjusted sale prices of the comparable properties range from \$72.01 to \$109.88 per square foot; the average is \$95.11. Comparable Two is the second most recent sale and requires the second lowest gross adjustments. Comparable Four is the second least recent sale but requires the lowest gross adjustments and is located directly across the street from the subject. Primary weight is placed on Comparables Two and Four. Comparable One is the most recent sale but requires the highest gross adjustments. Comparable Three is the third most recent sale and requires the second highest gross adjustments. Comparable Five is the least recent sale and requires the third lowest gross adjustments. Secondary weight is placed on Comparables One, Three, and Five. All of the value indications have been considered in arriving at our final reconciled per square foot value of \$96.00.

The sales comparison approach does not directly take into account the expenditures after the sale needed to prepare the subject for development to its highest and best use. This includes the demolition and removal of the existing improvements on site that have reached the end of their economic life. *Marshall Valuation Service* figures indicate that \$5.00 per square foot is reasonable for demolition costs and dumping fees. This amount, along with reasonable entrepreneurial incentive of 15.0% to account for the risk of undertaking this project, is applied as an adjustment for expenditure after the sale. This adjustment is summarized in the table that follows.

Expenditures After Sale Adjustment	
Improvement Size (Sq. Ft.):	18,361
Estimated Cost to Raze & Remove per Sq. Ft.:	\$5.00
Total Estimated Cost to Raze & Remove:	\$91,805
Entrepreneurial Incentive @ 15.0%:	\$13,771
Expenditures After Sale Adjustment:	(\$105,576)

The adjusted value indication for the subject property is summarized in the table that follows.

Land Value, Current Market Value, As Is	
Indicated Value per Land SF:	\$96.00
Subject Size:	100,188
Unadjusted Value Indication:	\$9,618,048
Expenditures After Sale Adjustment:	(\$105,576)
Land Value Indication:	\$9,512,472
Rounded:	\$9,510,000

Value Conclusion

Given that only one approach to value is necessary to yield credible assignment results for this assignment, no reconciliation is necessary. Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion subject to the Limiting Conditions and Assumptions of this appraisal.

Reconciled Value: Premise: Market Value, As Is of the Subject Property
 Interest: Fee Simple Date: December 19, 2023
 Value Conclusion: \$9,510,000
 Nine Million Five Hundred Ten Thousand Dollars



Definitions

The definitions in this section are drawn from *The Dictionary of Real Estate Appraisal, Sixth Edition*, published by The Appraisal Institute, Chicago, 2015. This is considered to be the authoritative text defining real estate valuation terminology. Exceptions or additional information are otherwise footnoted.

As Is Market Value: The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.¹⁸

Economic Feasibility: A condition that exists when prospective earning power is sufficient to pay a requisite rate of return on the completion cost (including indirect costs). In other words, the estimated value at completion equals or exceeds the estimated cost. In reference to a service or property where revenue is not a fundamental consideration, economic feasibility is based on a broad comparison of costs and benefits.¹⁹

Economic Life: The period over which improvements to real property contribute to property value.

Effective Age: The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age.

External Obsolescence: A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.²⁰

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Functional Utility: The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms.

Land-to-Building Ratio: The proportion of land area to gross building area; one of the factors determining comparability of properties.

¹⁸ *Dictionary of Real Estate Appraisal, 5th Edition*, Appraisal Institute, Chicago, 2010. That source further references the Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%).

¹⁹ Where there is no economic feasibility but an improvement exists, the improvement is said to have Economic Obsolescence, a form of External Obsolescence.

²⁰ Economic Obsolescence, caused by the lack of economic feasibility but the existence of an improvement, is a form of External Obsolescence.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Market Value: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic issues of the property.²¹

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of the structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.

Remaining Useful Life: The estimated period during which improvements will continue to provide utility; an estimate of the number of years remaining in the useful life of the structure or structural components as of the effective date of the appraisal; used in the breakdown method of estimating depreciation.

Site Coverage Ratio: The gross area of the building footprint divided by the site area.

Useful Life: The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed.

²¹ Interagency Land Acquisition Conference, *Uniform Appraisal Standards for Federal Land Acquisitions*, 6th ed. (Appraisal Institute, 2016), p.10.

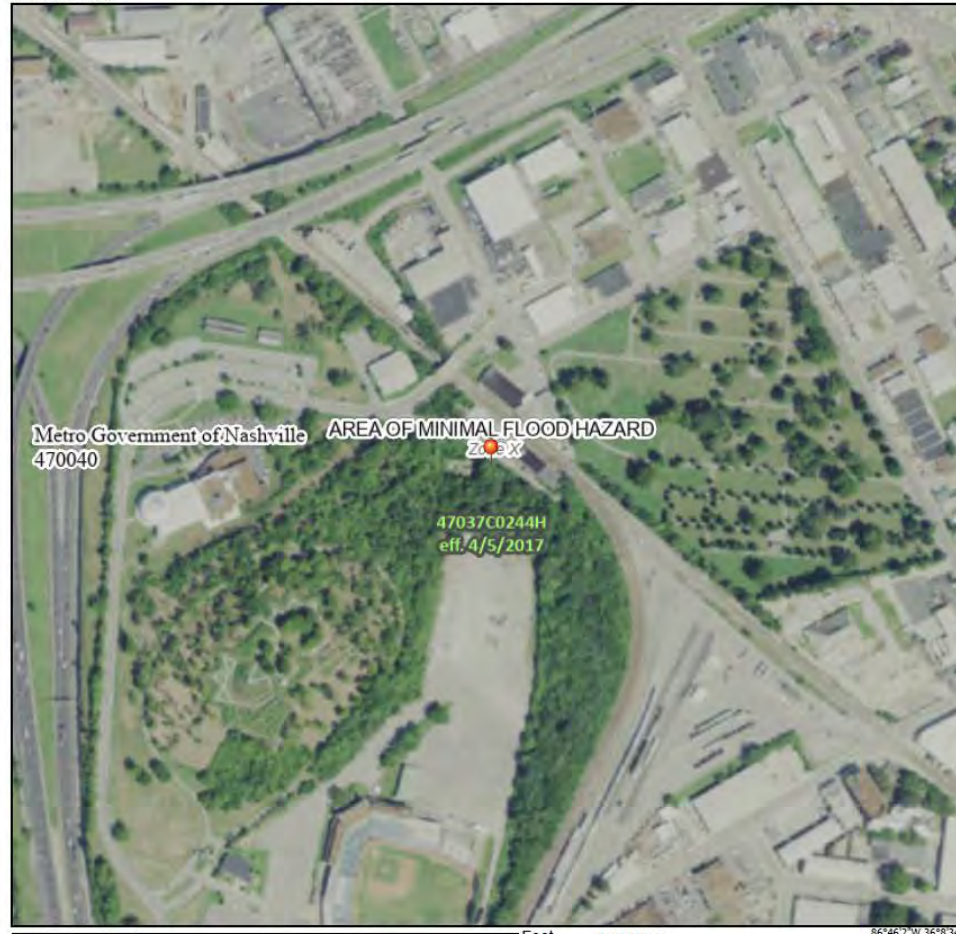
Addenda

Flood Map

National Flood Hazard Layer FIRMette



86°46'39"W 36°19'37"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway

- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER AREAS**
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D

- GENERAL STRUCTURES**
 - channel, culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
 - Cross Sections with 1% Annual chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/8/2022 at 3:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Subject Deed

THIS INSTRUMENT PREPARED BY:
 DENNEY, LACKEY & CHERNAU
 218 Third Avenue, North
 P. O. Box 3429
 Nashville, TN 37219-0429

BOOK # 6451 PAGE 440

FORM NO. WD-1

STATE OF TENNESSEE }
 COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$80,000.00

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17th DAY OF December 1984

Notary Public: *E. [Signature]*

MY COMMISSION EXPIRES: April 15, 1986

THIS INSTRUMENT WAS PREPARED BY		
NAME	ADDRESS	
ADDRESS NEW OWNER (S) AS FOLLOWS: Robert F. Green (NAME) 115 Bowling Avenue (STREET ADDRESS OR ROUTE NUMBER) Nashville TN 37205 (CITY) (STATE) (P. O. ZIP)	SEND TAX BILLS TO: Same (NAME) (STREET ADDRESS) (CITY) (STATE) (ZIP)	MAP-PARCEL NUMBERS 105-2-257 16W-9325 105-2-432 16W-9500 105-2-433 16W-9525

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE I, IDA M. BLOCK, UNMARRIED

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO ROBERT F. GREEN

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

Land in Davidson County, Tennessee, being Lots Nos. 381, 382, 408, 409, 410, 411, 412, 413, 414 and 415 and part of 416 on the Plan of Ewing and Wetmore's Addition to South Nashville as of record in Book 14, pages 202 and 203, and southerly part of Lot 11 on the Plan of Alexander W. Campbell's Addition to South Nashville as of record in Book 18, page 649, said Register's Office and the southerly part of an alley lying immediately east of said Lot 11, part of Bass Street closed by City Ordinance and part of Old Oak Street to which reference is hereby made for a more complete legal description.

Being part of the same property conveyed to Ida M. Block by deed from First American National Bank of Nashville as Executor and Trustee under Last Will and Testament of George F. Block as of record in Book 3256, page 43, said Register's Office.

12/18/84 2:14:50 CHECK

IDENTIF. REFERENCE
 DEC 18 2 36 PM '84
 CLERK OF THE CLERK OF THE REGISTER
 DAVIDSON COUNTY TN

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, their heirs and assigns, forever; and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 17 day of December, 1984

Ida M. Block

By: *Nathan Michlovitz*
 Nathan Michlovitz, Attorney in fact

54407



STATE OF TENNESSEE }
Davidson County }

BOOK 6451 PAGE 441

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainer _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____, Tennessee, this _____ day of _____, 19____.

Commission Expires _____ Notary Public

STATE OF TENNESSEE }
Davidson County }

Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____ a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and official seal at _____, _____, this _____ day of _____, 19____.

Commission Expires _____ Notary Public

WARRANTY DEED

FROM
Ida M. Block

TO
Robert F. Green

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

STATE OF Pennsylvania
COUNTY OF Washington

On this 14th day of December, 1984, before me personally appeared Nathan Michlovitz, to me known to be the person who executed the foregoing instrument in behalf of Ida M. Block and acknowledged that he executed the same as the free act and deed of said Ida M. Block.

Witness my hand and official seal at _____, Harrisburg, Pa.
14th day of December, 1984.

Nathan R. Bloom
Notary Public



Subject Photo Plot Plan – Site



Subject Photo Plot Plan - Improvements



Qualifications of Appraisers

Professional Qualifications

Mark T Watson, MAI, CVA

Experience

- o 1993-1997: Residential staff appraiser, Barbee & Associates, Raleigh, North Carolina
- o 1997-1999: Commercial staff appraiser, Pritchett, Ball & Wise, Atlanta, Georgia
- o 1999-2001: Appraisal subcontractor, MBA candidate
- o 2001-2002: Associate, Real Estate Tax Dept, PricewaterhouseCoopers, LLP, Atlanta, Georgia
- o 2002-2005: Senior Analyst, Integra Realty Resources, Columbia, South Carolina
- o 2005-2010: Senior Analyst, Integra Realty Resources, Nashville, Tennessee
- o 2010-Present: Director, Moffett-Revell LLC, Nashville, Tennessee
- o Have completed a wide array of real estate valuation assignments on all major property types including agricultural, residential, retail, office, industrial, multi-family, vacant land, subdivision, and special purpose properties.
- o Have been expert witness in administrative court and property tax board of equalization.
- o Have performed right of way appraisals for the Tennessee Department of Transportation, Local Public Entities, and utility providers.
- o Experience in business valuation for partnership buyouts, planned sales, and lending purposes.

Professional Activities & Affiliations

- o MAI Designation, Appraisal Institute.
- o CVA Designation, National Association of Certified Valuers and Analysts
- o Tennessee Department of Transportation – Approved Appraiser
- o Member of the International Right of Way Association (IRWA)

Real Estate Certifications

- o Tennessee, TN Certified General, CG3655
- o Alabama, AL Certified General, C00750
- o Kentucky, KY Certified General, 003880
- o Georgia, GA Certified General, 6131

Education

- o Bachelor of Arts, Economics and Spanish, 1996 - The University of North Carolina at Chapel Hill
- o Master of Business Administration, Concentration: Accounting, 2001 - University of South Carolina, Columbia, SC
- o Successfully passed Level I exam toward CFA Charter (Chartered Financial Analyst)



Professional Qualifications

Jonathan M. Winn, MAI

Experience

- 2019-Present: Director, Moffett-Revell LLC, Bowling Green, Kentucky
- 2014-2019: Commercial Real Estate Senior Analyst, Moffett-Revell LLC, Nashville, Tennessee
- 2007-2014: Staff Appraiser, Larry Sharp Appraisal Company, Bowling Green, Kentucky
- 2005-2007: Lending Officer, CitiBank, Chicago, Illinois
- 2004-2005: Loan Specialist, Residential Finance Corporation, Chicago, Illinois
- 2003-2004: Credit Manager, Wells Fargo Finance, Bowling Green, Kentucky
- Have completed a wide array of real estate valuation assignments on all major property types including agricultural, residential, retail, office, industrial, multi-family, vacant land, subdivision, and special purpose properties.

Professional Activities & Affiliations

- MAI Designation, Appraisal Institute.

Licenses

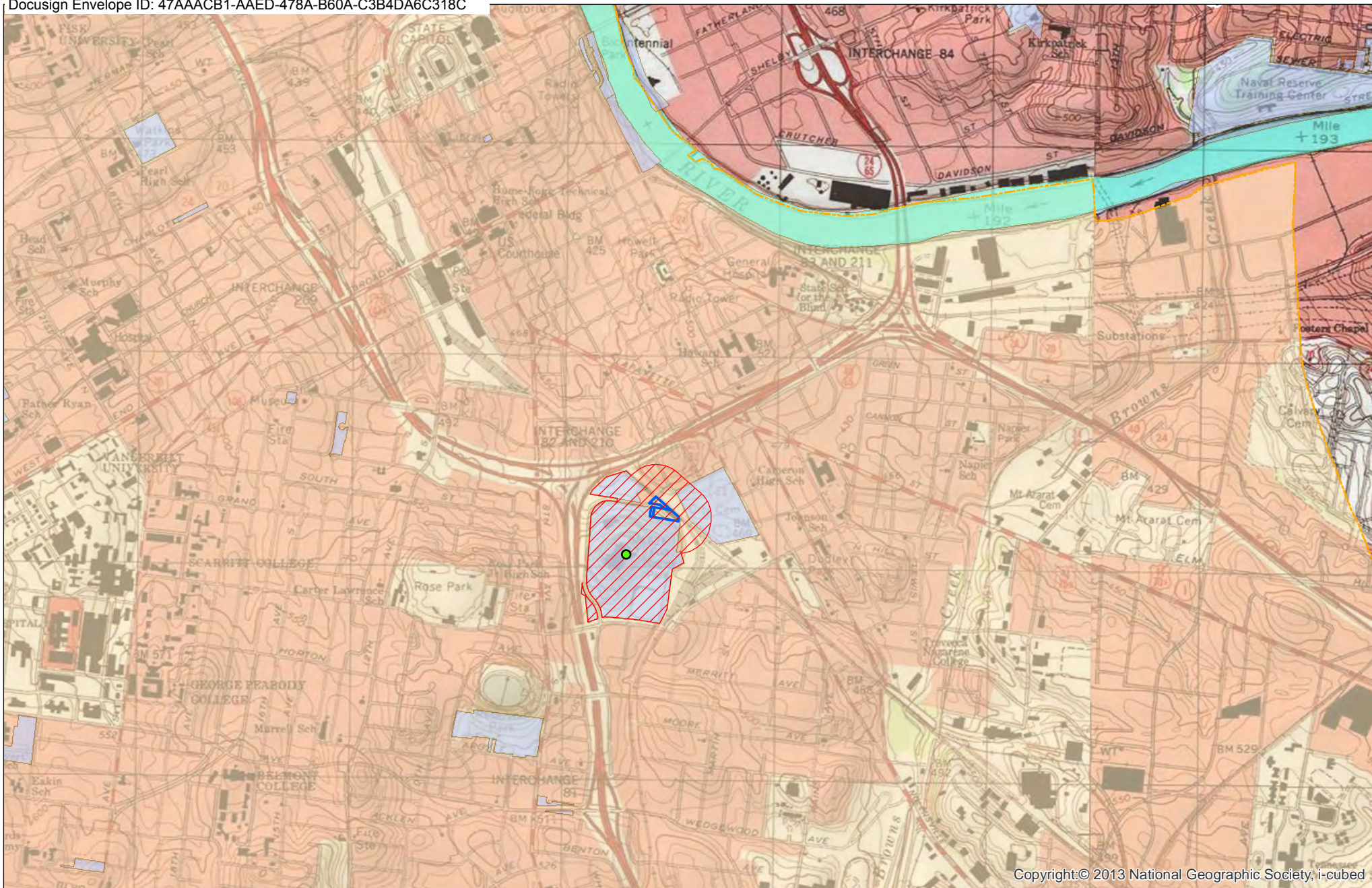
- Tennessee, TN Certified General, CG4548
- Kentucky, KY Certified General, CG4841

Education

- Bachelor of Arts in Finance, Minor in Computer Information Systems, 2003, Western Kentucky University, Bowling Green, KY, 3.4 GPA
- Completed all coursework for MAI Designation, including numerous seminars and workshops for specialized learning.







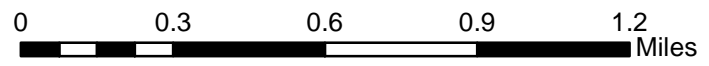
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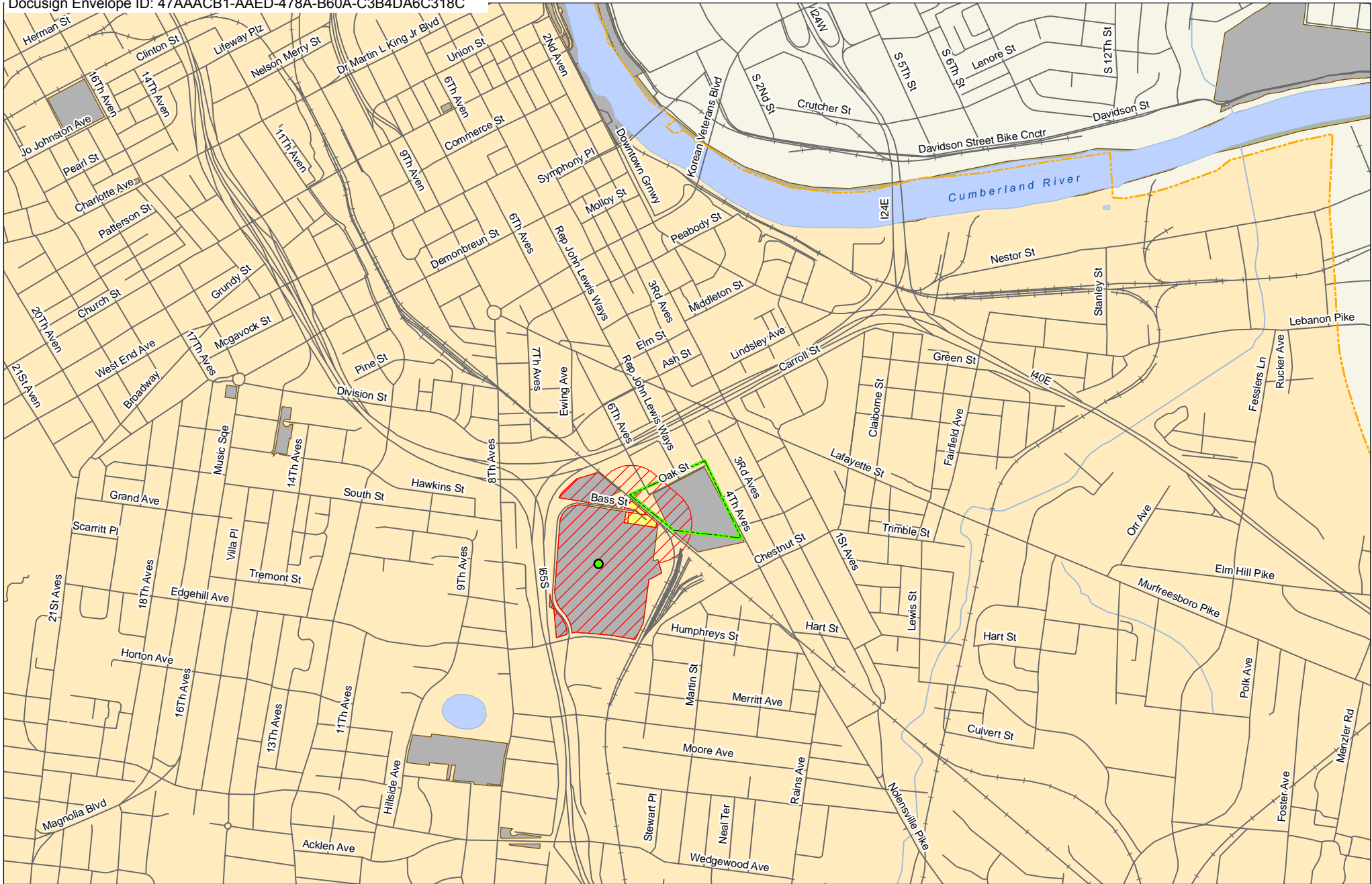
Prepared by the American Battlefield Trust

Target Tract at Nashville Battlefield (Davidson County, TN)

Created on 10/12/23 by JM

- Fort Negley NRHP Site
- Cheatham Lake Recreation Management Area
- Target Tract (1.9 Acres)
- Metro Government Parks
- Area of Potential Effect (APE)
- Battlefield Study Area



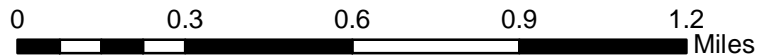


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NASHVILLE, TN

DECEMBER 15-16, 1864

DECEMBER 15 FIGHTING

Presented by the American Battlefield Trust

LEGEND

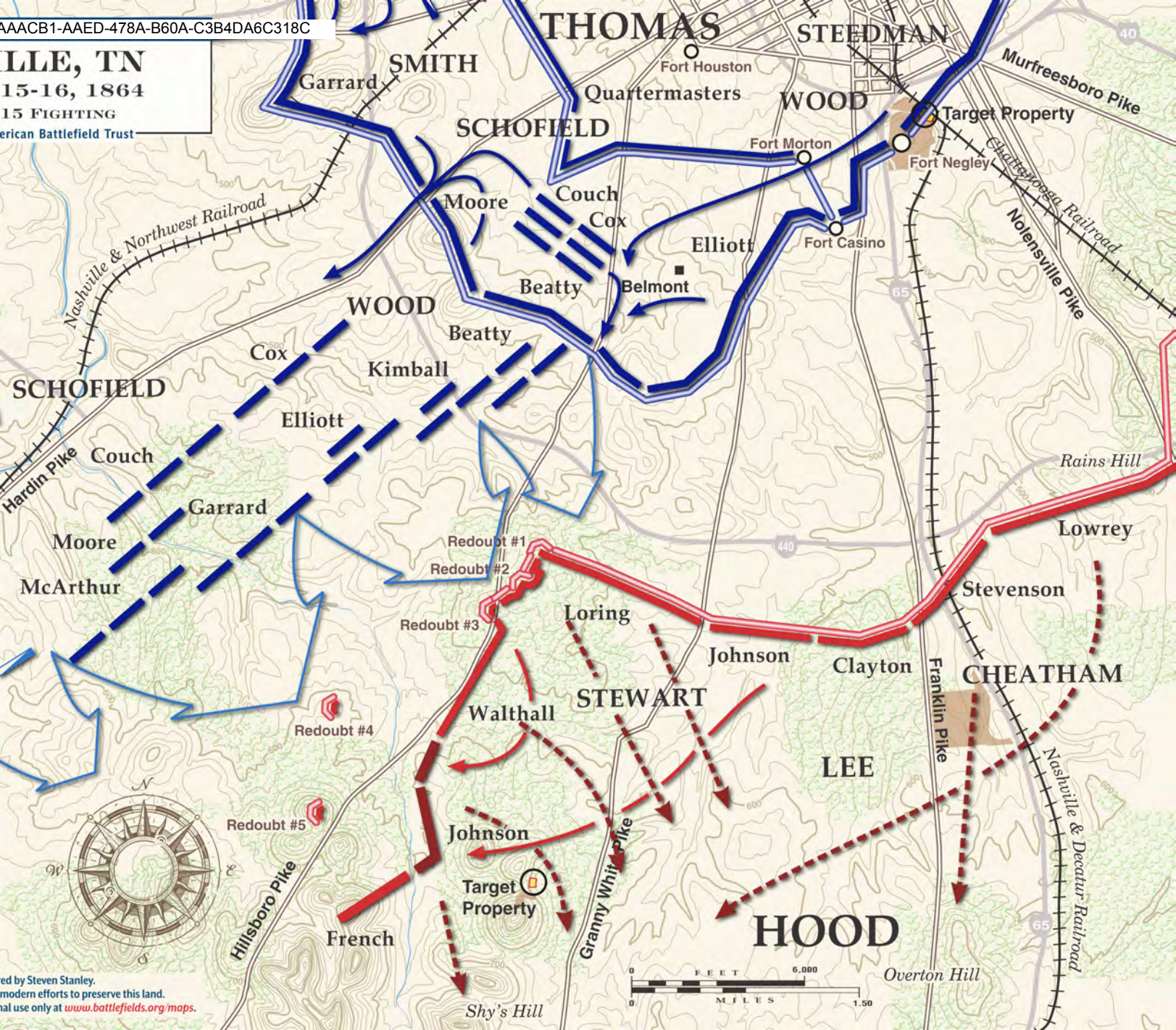
TROOP MOVEMENTS

	Confederate		Union
	FIRST PHASE		
	SECOND PHASE		

LAND FEATURES & PRESERVATION

- 19th-Century Woodline
- 19th-Century Structures
- 19th-Century Forts
- 19th-Century Roads
- 19th-Century Roads no longer in existence
- 19th-Century Fences
- Modern Roads
- Preserved by other Organizations
- Target Properties

UPDATED OCTOBER 2023



**American Battlefield Protection Program
Battlefield Land Acquisition Grant**

Green Tract at Nashville Battlefield, TN

Photographs

The attached photographs were taken by Kathy Robertson on May 17, 2023. The photographer has granted permission to publish the photographs.

For an aerial image, please see the attached maps, which include an aerial map.



















FREDDIE O'CONNELL, MAYOR



METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

July 3, 2024

American Battlefield Protection Program Staff
National Park Service
1849 C Street NW
Mail Stop 7228
Washington, DC 20240

Dear Sir or Madam:

This letter is regarding the American Battlefield Protection Program ("ABPP") Battlefield Land Acquisition Grant ("BLAG") for the ±2.36-acre Green Tract at the Nashville Battlefield (identified in the 1993 *Civil War Sites Advisory Commission Report on the Nation's Civil War Battlefields* ("CWSAC") as CWSAC Reference #TN038), located in Davidson County, TN.

The Metropolitan Government of Nashville and Davidson County ("Metro Nashville") affirms that there are no overlaps or duplication between this application and any of our other Federal applications or funded projects.

Further, Metro Nashville was required to submit a Single Audit for the most recently closed fiscal year. The EIN associated with the report is 62-0694743 and the audit (for fiscal year ending June 30, 2023, received by FAC on April 2, 2024) is available through the Federal Audit Clearinghouse website.

We appreciate all the work ABPP does in assisting its partners in preserving our nation's battlefields.

Sincerely,

Monique Odom
Director Metropolitan Nashville Department of Parks and Recreation

CC: Heather Groves, Senior Grants Manager, American Battlefield Trust (via email: hgroves@battlefields.org)

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



Project Details

Lead Federal Agency

National Park Service

Brief Project Description

The Nashville Metropolitan Board of Parks and Recreation (“Metro Nashville”) will serve as the Applicant and Recipient of a Battlefield Land Acquisition Grant from ABPP, and the Trust will serve as Subrecipient. The Trust intends to use a federal grant from the ABPP to partially fund their fee simple acquisition of the ±2.36-acre Green Tract located on Nashville Battlefield in Davidson County. The Tract will be subject to a 3year holdover by the Seller following the Trust’s acquisition of the property. The Trust intends to match these federal funds with state and private funding.

Following the Trust’s acquisition of the Tract, the Trust plans to record a conservation easement to permanently protect the property as required by the ABPP grant. The Tennessee Historical Commission (“THC”) is the proposed easement holder. Following the recordation of a conservation easement on the Tract, the Trust will transfer the property to Metro Nashville. In a later phase of the project – following the recordation of a conservation easement, the transfer of the property to Metro Nashville, and the termination of the holdover agreement – Metro Nashville plans to integrate the Tract into the adjacent Fort Negley Park (“the Park”) in coordination with their implementation of a 2022 Master Plan to create an “open-air museum of national significance that speaks through the cultural landscape to reveal history from Civil War to Civil Rights.” The recordation of the conservation easement will address the protection and treatment of any historic resources, if present.

Address and County

607 Bass Street, Nashville, TN 37203 (Davidson County)

Have you identified potential historic resources or archaeological sites within the APE?

Yes

Are you submitting a report that includes an archaeological investigation?

No

Letter from the American Battlefield Trust (continued)

Page 2 of 5

[DATE]

Mr. E. Patrick McIntyre, Jr.
Executive Director and State Historic Preservation Officer
Tennessee Historical Commission
State Historic Preservation Office
2941 Lebanon Pike
Nashville, TN 37214

Project Title: Green Tract at Nashville Battlefield, TN

Dear Mr. McIntyre,

On behalf of the National Park Service's American Battlefield Protection Program ("ABPP"), the American Battlefield Trust (the "Trust") would like to initiate a Section 106 review with the Tennessee Historical Commission for the above project.

Project Location

607 Bass Street, Nashville, TN 37203 (Davidson County)

Federal Agency Involved

National Park Service

Detailed Project Description & Current/Past Land Use

The direct Area of Potential Effect ("APE") of the acquisition of the property and subsequent recordation of the conservation easement (the undertaking) is defined as within the boundaries of the ±2.36-acre Green Tract. The property is a corner lot with frontage along Bass Street, Oak Street, and a railroad. The direct APE is located entirely within the Study Area of the Nashville Battlefield, which ABPP designated as a Preservation Priority of IV.2 (Class A) in the CWSAC. The Tract is at the base of St. Cloud Hill approximately 0.2 miles northeast of Fort Negley (#75001748), as listed on the NRHP in 1975. Fort Negley was the largest inland stone fortification built during the Civil War. In 1862, the Union Army conscripted more than 2,500 Black men, women, and children to construct Fort Negley on St. Cloud Hill as part of their defense of occupied Nashville. Free and formerly enslaved civilians – including individuals who had emancipated themselves from slavery and were referred to as "contraband" by the Union Army – worked and lived in grueling conditions, and hundreds of people lost their lives. Families refugeed from slavery lived in on and at the base of St. Cloud Hill during the Civil War in "contraband" camps, which may or may not have included all or part of the Green Tract. Fort Negley was designated as a local Historic Landmark District in 2005 and is recognized as a Site of Memory in the Slave Route Project of the United Nations Educational, Scientific and Cultural Organization (UNESCO).

The existing structure along the eastern boundary of the Green Tract has been used for commercial and industrial purposes since the 1890s. The Tract's eastern boundary is currently improved with 17,380 sq. ft. warehouse that reflects various periods of construction and alteration from the 1890s to the 1990s. According to an 1897 Sanborn Fire Insurance map, the Tract was originally improved with a flour mill complex owned and operated by Liberty Mills. A description of the facility in 1898 describes the following improvements constructed contiguous to one another: a five-story brick mill (50 x 140 ft.), a five-story frame and iron elevator (30 x 100 ft.); a two-story brick warehouse (50 x 135 ft.); and a one-story brick engine house (50 x 100 ft.). By 1914, Liberty Mills added a grain warehouse that extended from the existing structures to Oak Street and an office to the west of the mill along Oak Street. By at least 1953 according to city directories, Block Brothers, Inc., used the property as a warehouse and walnut processing facility to support their business selling various goods in downtown Nashville. The current landowners acquired the property from the Block family in the

Letter from the American Battlefield Trust (continued)

Page 3 of 5

1980s, after a brief rental period. Today, the property is used to produce and rent film sets. The southern end of the building is composed of at least part of two original brick mill buildings (c.1890-95) and the base of the former enclosed chimney. The 5-story brick portion of the mill structure was destroyed by a fire in the 1950s, and was replaced by a block building with a curved barrel ceiling (approximately 50 ft x 100 ft) which still stands. The brick mill structure north of the block building was entirely destroyed by a fire in the 1980s, and replaced with a 50 ft. x 200 ft. metal warehouse around 1990. There is a metal fence around the Tract and a gravel driveway/parking area.

The building's eligibility for listing on the NRHP has not been assessed. There are no confirmed plans currently, but Metro Nashville anticipates that future plans for the Tract will recommend the retention of the extant portions of the original mill structure and the demolition of modern features.

The western portion of Tract along and adjacent to Bass Street is now open space, but experienced significant activity following the Civil War. According to Sanborn Fire Insurance maps and aerial photographs, the Green Tract includes the eastern end of the historic Bass Street neighborhood. The Bass Street community was one of Nashville's earliest free Black neighborhoods following Emancipation. Black Civil War veterans founded and grew this community from the sites of "contraband" camps that Black individuals and families lived in on and at the base of St. Cloud Hill during the Civil War. The Tract was improved with several residential structures by at least 1897 along Bass Street that are no longer extant. These or other residential structures, as well as unidentified structures (potentially associated with the mill complex), appear in this part of the Tract in photographs until at least the late 1930s. While the Bass Street neighborhood was destroyed and residents displaced for the construction of Interstate 65 in the 1950s, a research team led by Dr. Angela Sutton of Vanderbilt University and Dr. Andrew R. Wyatt of Middle Tennessee State University recently conducted several archaeological investigations along Bass Street just to the west of the Green Tract that located intact resources associated with the historic neighborhood. Dr. Sutton and Dr. Wyatt intend to continue descendent-led excavations proximal to (but not within) the project area.

This undertaking has the potential to indirectly impact the character of the properties adjoining the Tract – including Fort Negley Park - since Metro Nashville may make plans to integrate the Tract into the Park and the 2022 Master Plan for the Park in a future phase of the project (no demolition or construction will occur as part of this current undertaking). The Plan does not address the Tract directly but recommends the construction of a plaza and pedestrian gateway to the Park at the intersection of Bass and Oak at the northwest corner of this Tract. Metro Nashville's acquisition of this Tract would – after the termination of the holdover lease and the recordation of the conservation easement – give them the option to integrate the Tract into these future Park improvements and/or any implementation of this Plan. The indirect APE accounts for potential changes in public access to and/or use of the Park via the addition of this Tract to the Park. The Park currently includes a visitor center, a parking lot, and paved pathways/boardwalks with 20 interpretive panels that detail the history of the Fort and its contexts. Metro Nashville leases a portion of their property along Fort Negley Boulevard to the Adventure Science Center, a science museum and planetarium.

The indirect APE also accounts for the visual effects any improvements to potentially be demolished, altered, or added may have on the viewshed of Fort Negley on St. Cloud Hill to the south and southwest, as well as adjacent properties within 500 feet to the north and east. The area immediately to the north of the Tract is private commercial property and the Nashville City Cemetery is east of the Tract. The Nashville City Cemetery (#72001235) was listed in NRHP in 1972.

The Trust is not aware of any previous archaeological investigations or identified resources on the Tract. Based on oral histories of descendants of the neighborhood conducted by Dr. Sutton's and Dr. Wyatt's team and other archaeological work proximal to (but outside of) the project area, however, there is the potential that the Green Tract may contain unidentified Civil War-era internments. A 2018 ground penetrating radar (GPR) assessment of a former baseball field and parking area to the south of Fort Negley (approximately 300 feet south of the

Letter from the American Battlefield Trust (continued)

Page 4 of 5

Tract) determined via that portions of the property likely contain internments of people associated with the wartime “contraband” camps and the construction of the fort. Dr. Sutton’s and Dr. Wyatt’s ongoing research proximal to the Green Tract also demonstrates the Tract may also have the potential to contain unidentified archaeological resources related to the post-war Bass Street neighborhood.

Any future ground disturbing activities would be conducted in accordance with the conservation easement to be recorded following the acquisition of the property, subject to the provisions of Section 6.f of the LWCF Act of 1965 and 54 U.S.C. § 200305(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301 - 200310 (2015)).

There are numerous other sites and buildings listed on the NRHP within an approximately one-mile radius of the project area but are not located within the APE. These include:

To the southeast

- St. Patrick’s Catholic Church and Rectory (#84003516; building; listed in 1984)

To the east

- Hubbard House (#73001760; building)

To the northwest

- Fall School (#79002421; building)
- Eight Avenue South Reservoir (#78002578; structure)
- Robincroft (#78002583; building)
- Waverly Place Historic District (#85000676; district)

To the northeast

- Municipal Public Works Garage Industrial District (#10000949; district)

To the North

- Lindsley Avenue Church of Christ (#84003507; building)
- Nashville Children’s Museum (#71000818; building)
- Litterer Laboratory (#78002581; building)
- James Geddes Engine Company No. 6 (#78002580; building)
- Primitive Baptist Church (#84003515; building)
- Elm Street Methodist Church (#84003596; building)
- Holy Trinity Church (#72001234; building)
- Rutledge Hill Historic District (#80003793; district)
- Cummins Station (#83004233; building)
- Federal Office Building (#72001232; building)
- U. S. Post Office (#84000580; building)
- Broadway Historic District (#80003785; district)

Effects Assessment, if historic resources are present

Based on the nature of the undertaking – the acquisition of and recordation of a conservation easement on the Green Tract – the Trust recommends a determination of “no adverse effect to historic properties.”

Additional attachments include:

- Current maps of project area
- Current photographs of project site and surrounding area

Letter from the American Battlefield Trust (continued)

Page 5 of 5

- Historic photographs and maps, including
 - Liberty Mills complex description and advertisement, in “The Modern Miller” (1898)¹
 - 1897 Sanborn Fire Insurance map, with Green Tract in red (approximate)²
 - 1914 Sanborn Fire Insurance map, with Green Tract in red (approximate)³
 - Fort Negley Park (c. 1937), with Green Tract area in red (approximate)⁴

Please do not hesitate to contact me at krobertson@battlefields.org or at 202-367-1861, ext. 7209, if you have any questions or concerns about the proposed project.

Very truly yours,

Kathy Robertson, Director of Project Management
American Battlefield Trust
1156 15th Street NW
Suite 900
Washington, D.C 20005

Cc: American Battlefield Protection Program (via email: ABPP_BLAG@NPS.gov)
Heather Groves, Senior Grants Manager, American Battlefield Trust (via email: hgroves@battlefields.org)

¹ “Weekly Modern Miller,” Vol 24, 1898, New York Public Library, https://www.google.com/books/edition/Weekly_Modern_Miller/pn4AAAAAMAAJ?hl=en&gbpv=1&dq=%22liberty%20mills%22&pg=RA26-PA1&printsec=frontcover

² *Sanborn Fire Insurance Map from Nashville, Davidson County, Tennessee*, Sanborn Map Company, Vol. 2, 1897, Map, https://www.loc.gov/item/sanborn08356_003/.




³ *Sanborn Fire Insurance Map from Nashville, Davidson County, Tennessee*, Sanborn Map Company, Vol. 2, 1914, Map, https://www.loc.gov/item/sanborn08356_006/.

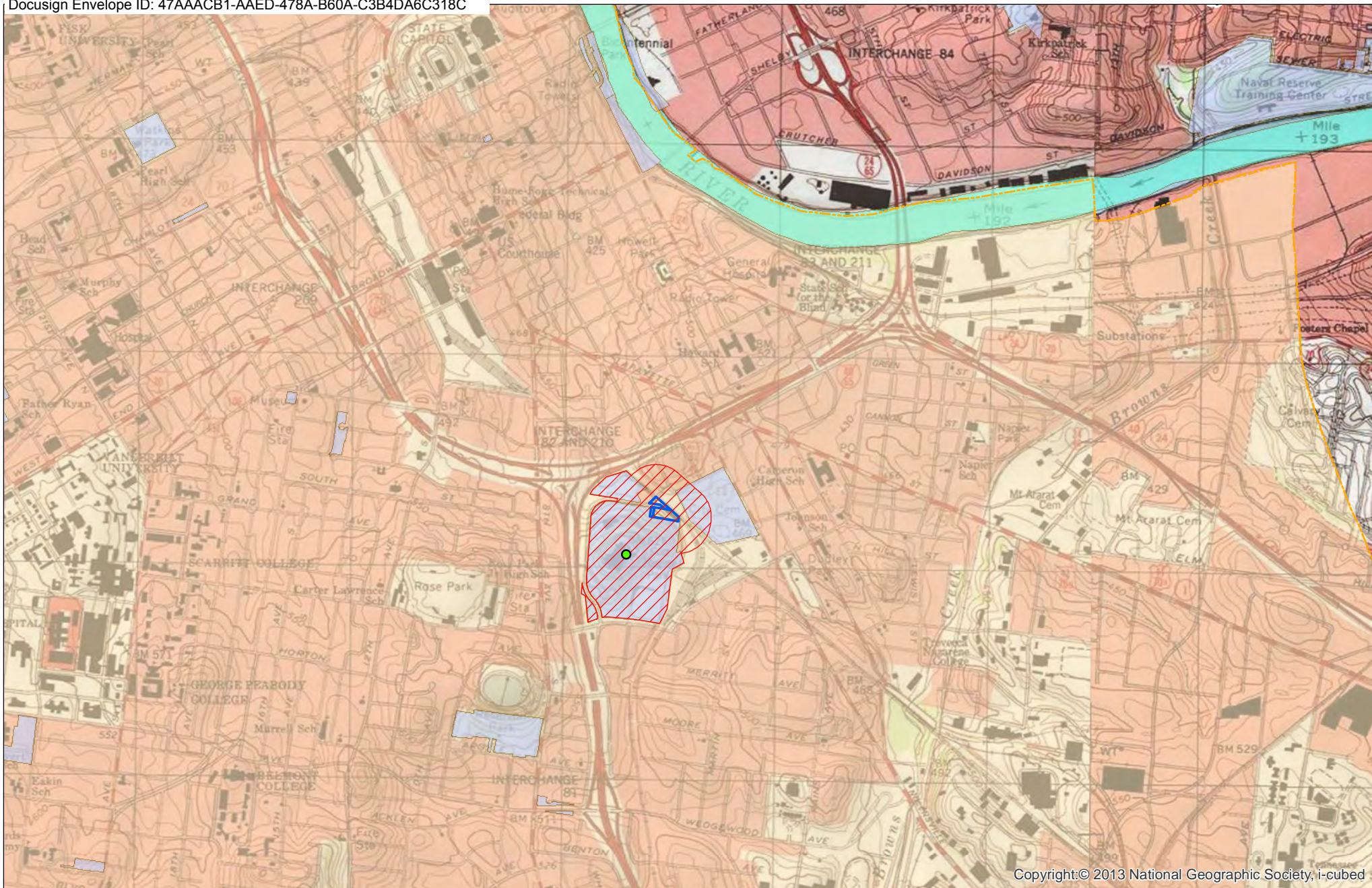
⁴ “Fort Negley Park,” 1937, Walter Williams Collection, Metropolitan Archives, Photo, <https://tennesseearchaeologycouncil.wordpress.com/tag/fort-negley/>.



Target Tract at the Nashville Battlefield

Prepared by the American Battlefield Trust
Created on 10/12/23 by JM

-  Area of Potential Effect (APE)
-  Target Tract (1.9 Acres)
-  Metro Government Parks



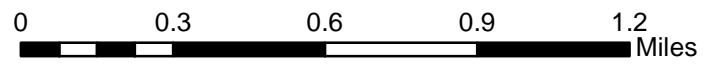
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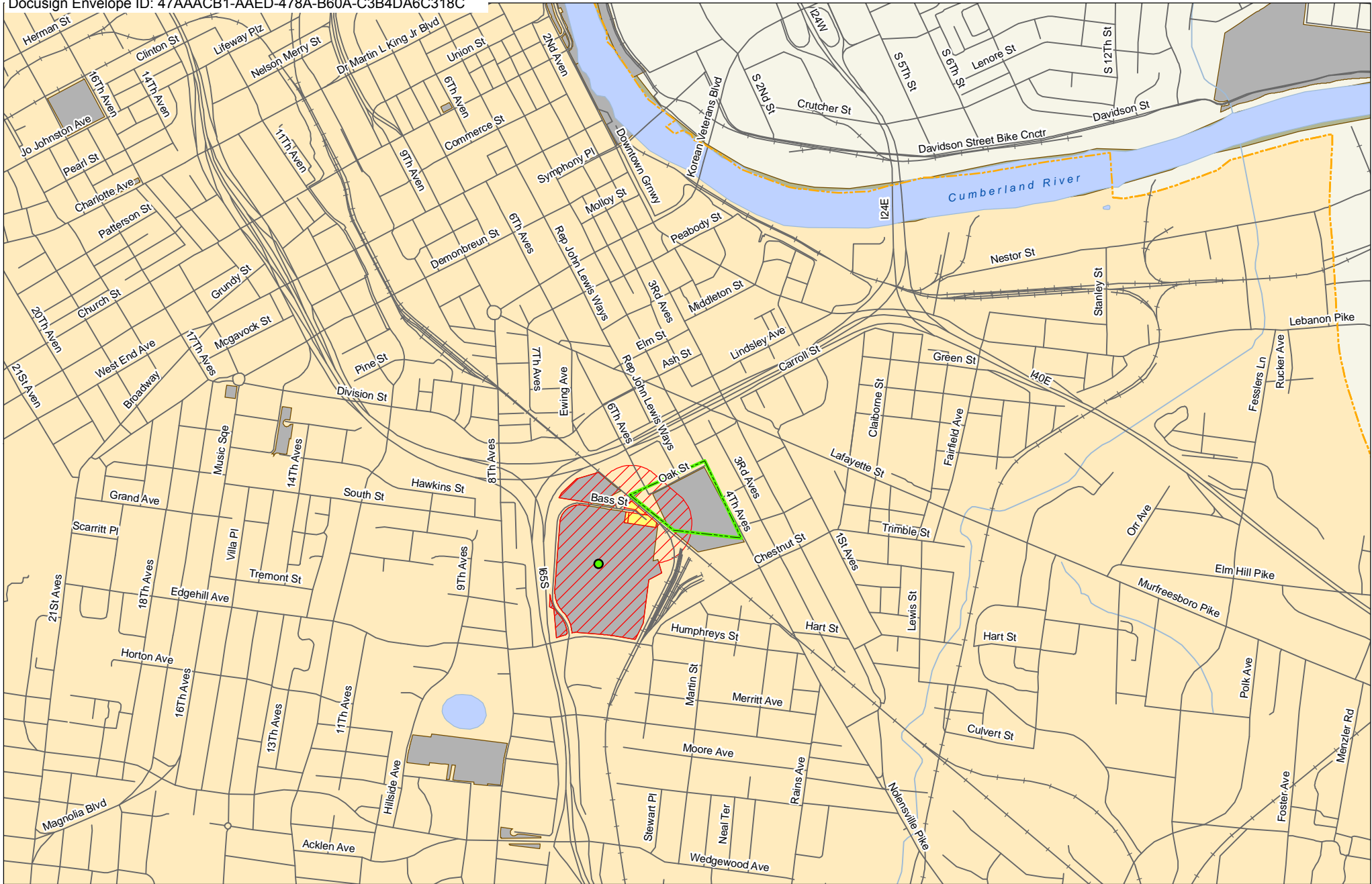
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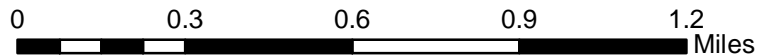


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DECEMBER 15-16, 1864

DECEMBER 15 FIGHTING

Presented by the American Battlefield Trust

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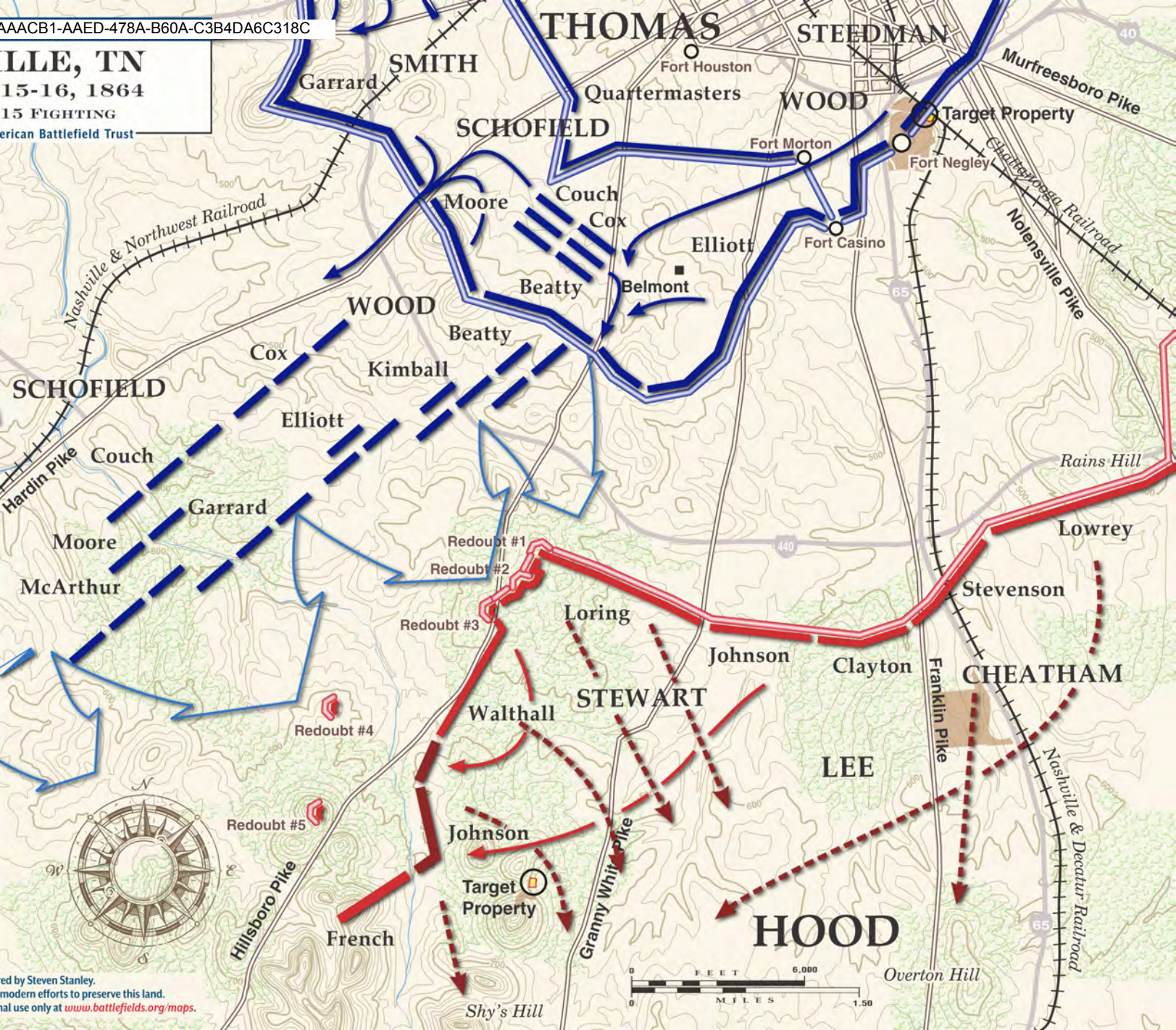
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UPDATED OCTOBER 2023























**AMERICAN
BATTLEFIELD
TRUST** ★ ★ ★
PRESERVE. EDUCATE. INSPIRE.

[Date]
Via Email
[Email]

[Contact]

Re: Green Tract, Nashville Battlefield, Davidson County, TN
Battlefield Land Acquisition Grant (Federal Amount \$)
Section 106 Invitation to Comment

Dear [Contact],

The American Battlefield Trust (the “Trust”) is the largest nonprofit organization devoted to the preservation of Revolutionary War, War of 1812, and Civil War battlegrounds. To date, the Trust has preserved more than 57,000 acres of battlefield land in 25 states.

In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. §306108), its implementing regulations, 36 CFR Part 800, “Protection of Historic Properties,” and a Nationwide Programmatic Agreement developed thereto, the Trust, on behalf of the National Park Service’s American Battlefield Protection Program (“ABPP”), invites you to consult on a proposed Battlefield Land Acquisition Grant project at the above referenced property.

The Trust’s Section 106 process includes the review of existing information, including historic aerial photographs and topographic maps; the National Register of Historic Places (“NRHP”), National Historic Landmarks (“NHL”); the 1993 Civil War Sites Advisory Commission Report on the Nation’s Civil War Battlefields (“CWSAC”); state, county, and city websites; and discussions with individuals and organizations who may have knowledge of historic resources that could be impacted by the undertaking.

We have identified your organization as one who may have knowledge of historic resources that could be impacted by the undertaking. As part of the Section 106 process, the Trust is inquiring whether you have any knowledge of historic resources that may be affected by this project and/or whether you would be interested in commenting on this proposed project’s potential effects on historic properties.

Please refer to the following project description, as well as the enclosed maps and photographs for complete details:

The Nashville Metropolitan Board of Parks and Recreation (“Metro Nashville”) will serve as the Applicant and Recipient of a Battlefield Land Acquisition Grant from ABPP, and the Trust will serve as Subrecipient. The Trust intends to use a federal grant from the ABPP to partially fund their fee simple acquisition of the ±2.36-acre Green Tract located on Nashville Battlefield in Davidson County. The Tract will be subject to a 3year holdover by the Seller following the Trust’s acquisition of the property. The Trust intends to match these federal funds with state and private funding.

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Letter from the American Battlefield Trust (continued)

Page 2 of 4

the holdover agreement – Metro Nashville plans to integrate the Tract into the adjacent Fort Negley Park (“the Park”) in coordination with their implementation of a 2022 Master Plan to create an “open-air museum of national significance that speaks through the cultural landscape to reveal history from Civil War to Civil Rights.” The recordation of the conservation easement will address the protection and treatment of any historic resources, if present.

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The building’s eligibility for listing on the NRHP has not been assessed. There are no confirmed plans currently, but Metro Nashville anticipates that future plans for the Tract will recommend the retention of the extant portions of the original mill structure and the demolition of modern features.

The western portion of Tract along and adjacent to Bass Street is now open space, but experienced significant activity following the Civil War. According to Sanborn Fire Insurance maps and aerial photographs, the Green Tract includes the eastern end of the historic Bass Street neighborhood. The Bass Street community was one of Nashville’s earliest free Black neighborhoods following Emancipation. Black Civil War veterans founded and grew this community from the sites of “contraband” camps that Black individuals and families lived in on and at the base of St. Cloud Hill during the Civil War. The Tract was improved with several residential structures by

Letter from the American Battlefield Trust (continued)

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This undertaking has the potential to indirectly impact the character of the properties adjoining the Tract – including Fort Negley Park - since Metro Nashville may make plans to integrate the Tract into the Park and the 2022 Master Plan for the Park in a future phase of the project (no demolition or construction will occur as part of this current undertaking). The Plan does not address the Tract directly but recommends the construction of a plaza and pedestrian gateway to the Park at the intersection of Bass and Oak at the northwest corner of this Tract. Metro Nashville's acquisition of this Tract would – after the recordation of the conservation easement and termination of the holdover lease– give them the option to integrate the Tract into these future Park improvements and/or any implementation of this Plan. The indirect APE accounts for potential changes in public access to and/or use of the Park via the addition of this Tract to the Park. The Park currently includes a visitor center, a parking lot, and paved pathways/boardwalks with 20 interpretive panels that detail the history of the Fort and its contexts. Metro Nashville leases a portion of their property along Fort Negley Boulevard to the Adventure Science Center, a science museum and planetarium.

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The Trust is not aware of any previous archaeological investigations or identified resources on the Tract. Based on oral histories of descendants of the neighborhood conducted by Dr. Sutton's and Dr. Wyatt's team and other archaeological work proximal to (but outside of) the project area, however, there is the potential that the Green Tract may contain unidentified Civil War-era internments. A 2018 ground penetrating radar (GPR) assessment of a former baseball field and parking area to the south of Fort Negley (approximately 300 feet south of the Tract) determined via that portions of the property likely contain internments of people associated with the wartime "contraband" camps and the construction of the fort. Dr. Sutton's and Dr. Wyatt's ongoing research proximal to the Green Tract also demonstrates the Tract may also have the potential to contain unidentified archaeological resources related to the post-war Bass Street neighborhood.

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To the southeast

- St. Patrick's Catholic Church and Rectory (#84003516; building; listed in 1984)

To the east

- Hubbard House (#73001760; building)

Letter from the American Battlefield Trust (continued)

Page 4 of 4

To the northwest

- Fall School (#79002421; building)
- Eight Avenue South Reservoir (#78002578; structure)
- Robincroft (#78002583; building)
- Waverly Place Historic District (#85000676; district)

To the northeast

- Municipal Public Works Garage Industrial District (#10000949; district)

To the North

- Lindsley Avenue Church of Christ (#84003507; building)
- Nashville Children's Museum (#71000818; building)
- Litterer Laboratory (#78002581; building)
- James Geddes Engine Company No. 6 (#78002580; building)
- Primitive Baptist Church (#84003515; building)
- Elm Street Methodist Church (#84003596; building)
- Holy Trinity Church (#72001234; building)
- Rutledge Hill Historic District (#80003793; district)
- Cummins Station (#83004233; building)
- Federal Office Building (#72001232; building)
- U. S. Post Office (#84000580; building)
- Broadway Historic District (#80003785; district)

Pursuant to the documentation standards specified in 36 CFR §800.11, please find attached photos of the Green Tract and maps showing the APE boundary.

Please note that we are requesting your review of the attached information as part of the Section 106 process and are seeking comments related to the proposed project's potential effects on historic properties.

Within the next 30 days, please submit your comments regarding the proposed project's potential effects on historic properties to the ABPP's attention – NPS ABPP, 1849 C Street, NW, Room 7228, Washington, DC 20240 or via email at ABPP_BLAG@NPS.gov. Please reference the Nashville Battlefield and Green Tract name.

Please do not hesitate to contact me at krobertson@battlefields.org or at 202-367-1861, ext. 7209, if you have any questions or concerns about the proposed project.

Very truly yours,

Kathy Robertson
Director of Project Management, American Battlefield Trust

Cc: American Battlefield Protection Program (via email: ABPP_BLAG@NPS.gov)
Heather Groves, Senior Grants Manager, American Battlefield Trust (via email: hgroves@battlefields.org)

Consulting Parties
Green Tract at Nashville, TN

Jeneene Blackman, CEO
African American Cultural Alliance
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cyril@cyrilstewart.com

Dr. Angela Sutton, Director
Fort Negley Descendants Project
Department of History, Vanderbilt University
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PMB 351802
Nashville, TN 37235
Angela.C.Sutton@vanderbilt.edu

Dr. Andrew R. Wyatt
Bass Street Community Archaeology Project
Department of Sociology and Anthropology
Middle Tennessee State University
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Andrew.Wyatt@mtsu.edu

Brian Mansfield, President
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Monique Horton Odom, Director
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monique.odom@nashville.gov

Metropolitan Council of Nashville and Davidson County
Historic Metro Courthouse
1 Public Square
Suite 203, Metro Council Office
Nashville, TN 37201

Nashville Civil War Roundtable
1100 Fort Negley Blvd

Nashville, TN 37203
nashvillecivilwarroundtable@gmail.com

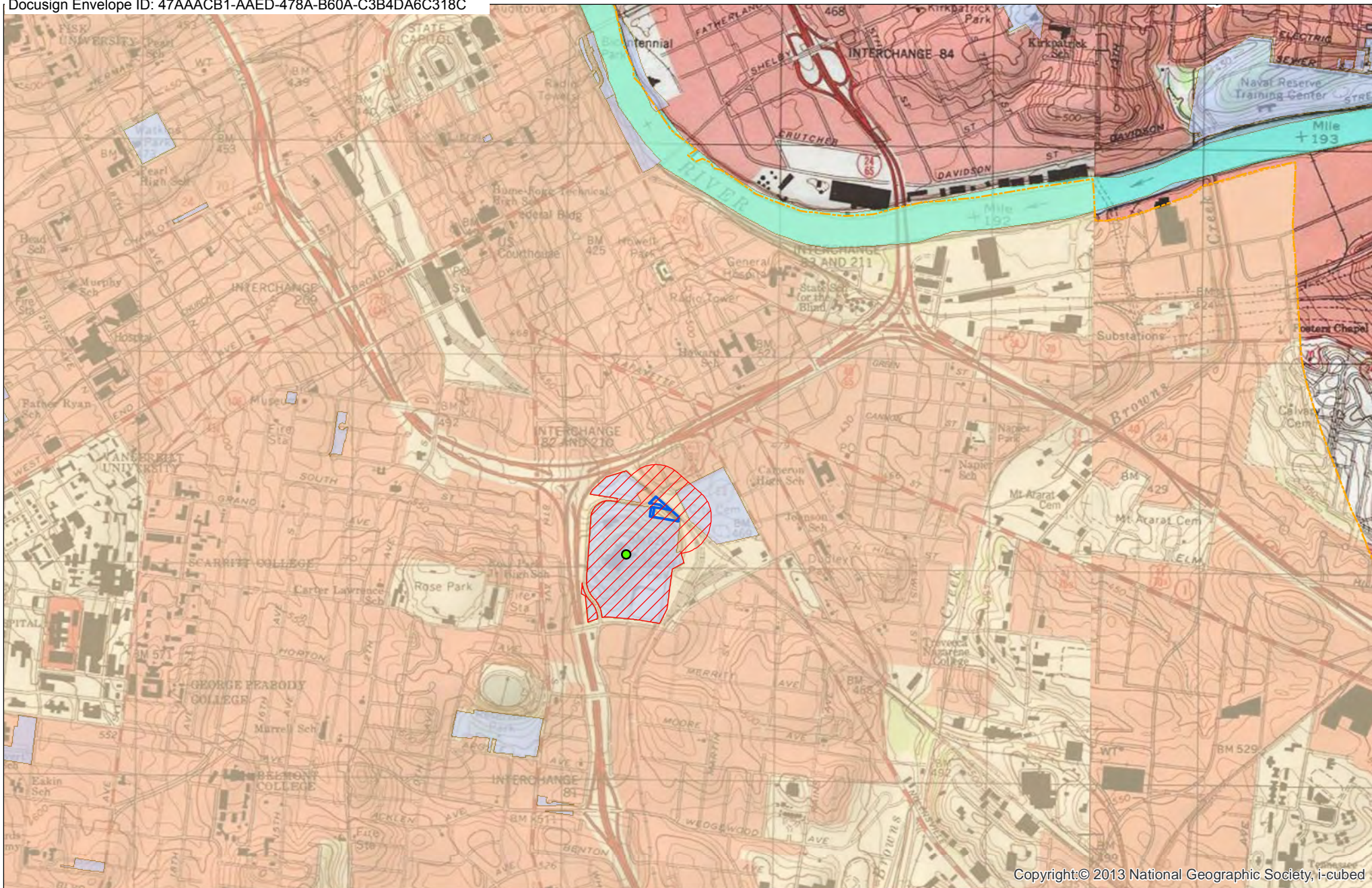
Chip Huffman, Camp Commander
Fort Donelson Camp No. 62, Sons of Union Veterans
campcommander@tnsuvchw.org

William N. Ozier, President
The Battle of Nashville Trust, Inc.
222 2nd Avenue N #340M
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wnozier@bellsouth.net

Mr. Anthony Hodges, President
Tennessee Civil War Preservation Association
P.O. Box 148535
Nashville, TN 37214
chattareb1125@comcast.net

Ms. Lynn Maddox, County Liaison
Vanderbilt University
PMB 407760
110 21st Ave S., Suite 1001
Nashville, TN 37203
Lynn.d.maddox@vanderbilt.edu





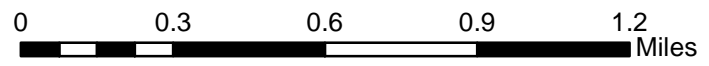
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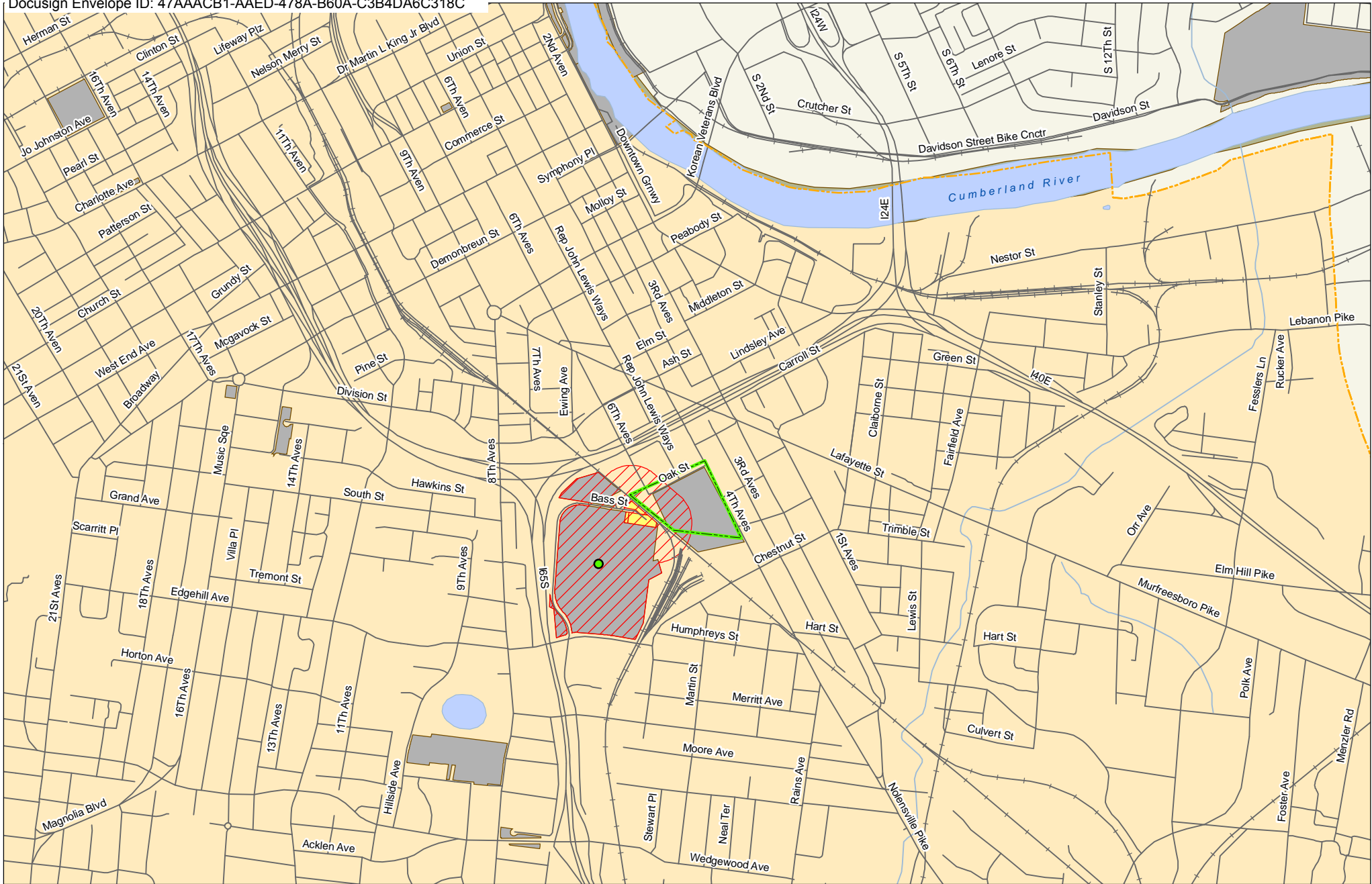
Prepared by the American Battlefield Trust

Target Tract at Nashville Battlefield (Davidson County, TN)

Created on 10/12/23 by JM

- Fort Negley NRHP Site
- Cheatham Lake Recreation Management Area
- Target Tract (1.9 Acres)
- Metro Government Parks
- Area of Potential Effect (APE)
- Battlefield Study Area



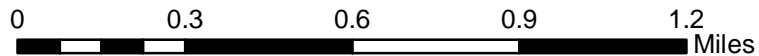


Prepared by the American Battlefield Trust

Target Tract at Nashville Battlefield (Davidson County, TN)

Created on 10/12/23 by JM

- Fort Negley NRHP Site
- Target Tract (1.9 Acres)
- Area of Potential Effect (APE)
- Nashville City Cemetery NRHP Boundary
- Cheatham Lake Recreation Management Area
- Metro Government Parks
- Battlefield Study Area



NASHVILLE, TN

DECEMBER 15-16, 1864

DECEMBER 15 FIGHTING

Presented by the American Battlefield Trust

LEGEND

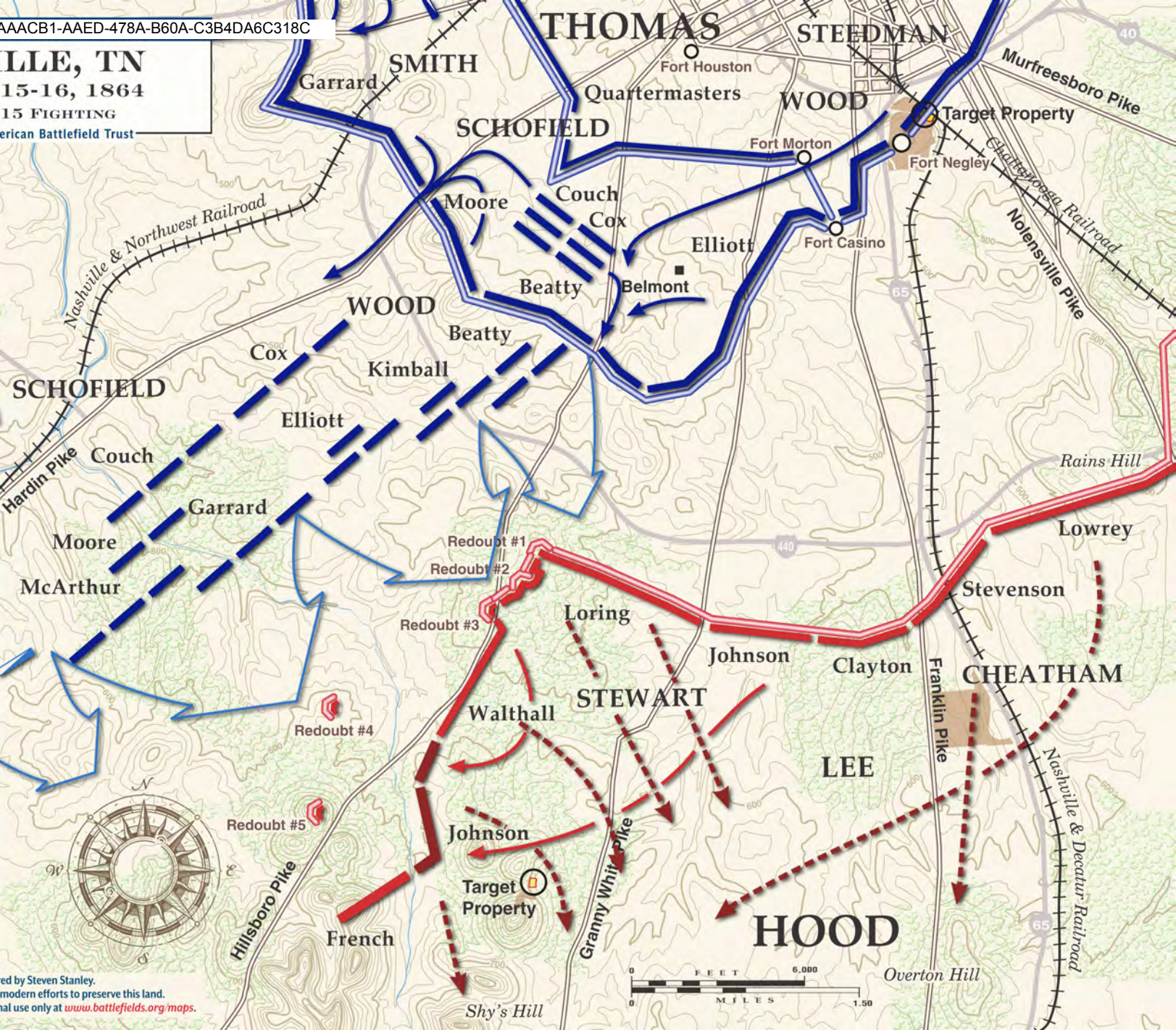
TROOP MOVEMENTS

	Confederate		Union
	FIRST PHASE		
	SECOND PHASE		

LAND FEATURES & PRESERVATION

- 19th-Century Woodline
- 19th-Century Structures
- 19th-Century Forts
- 19th-Century Roads
- 19th-Century Roads no longer in existence
- 19th-Century Fences
- Modern Roads
- Preserved by other Organizations
- Target Properties

UPDATED OCTOBER 2023















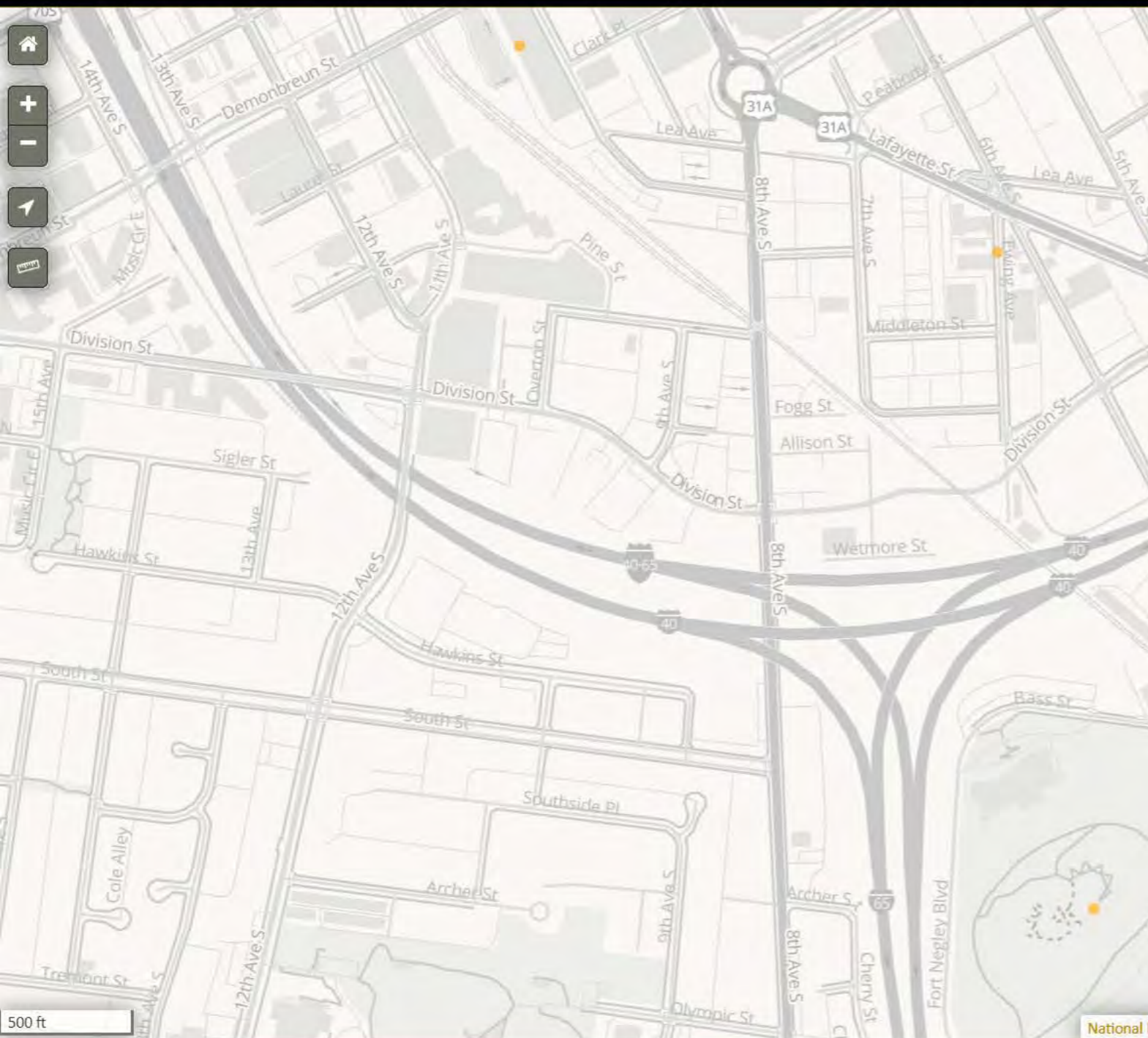






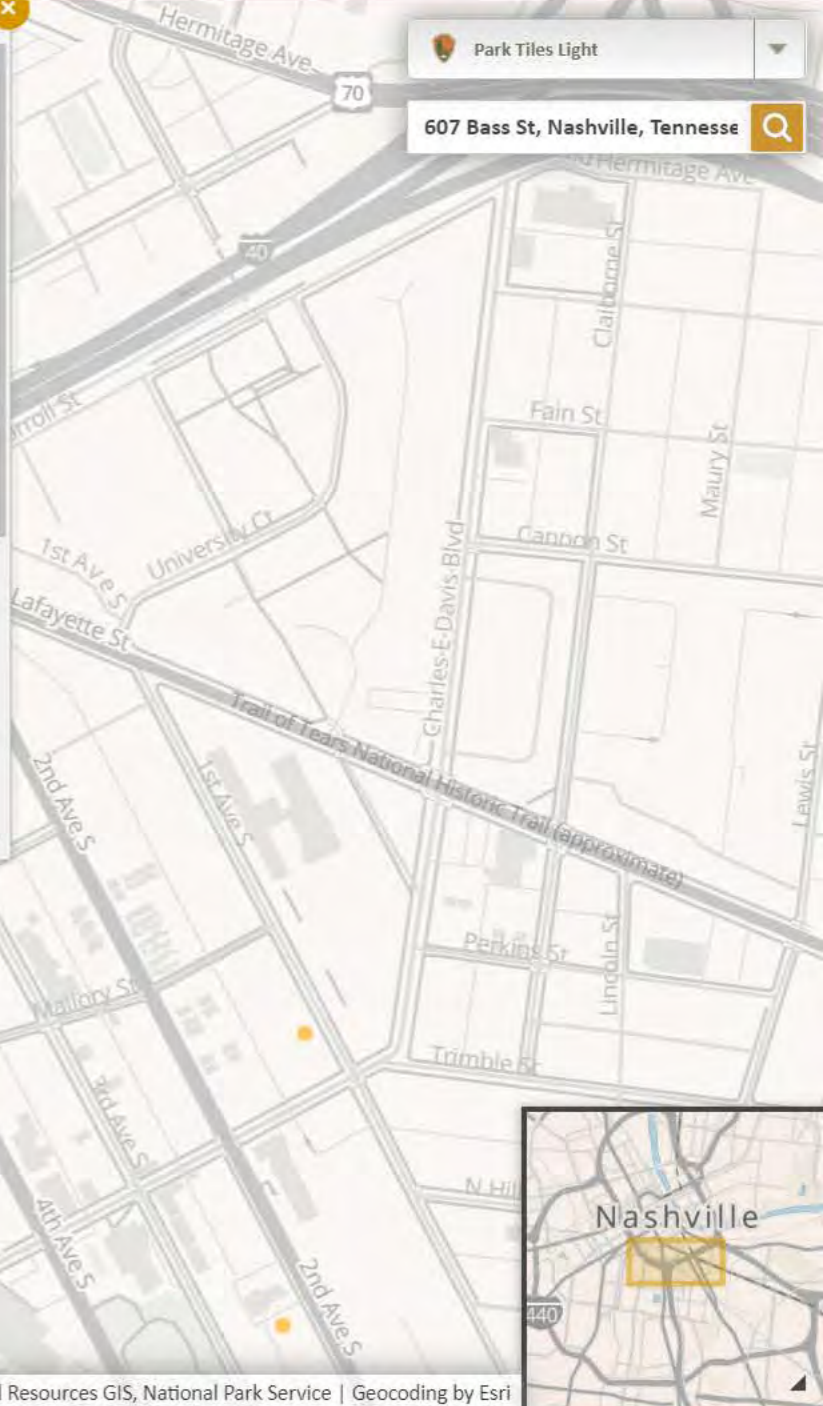


Public, non-restricted data depicting National Register spatial data processed by the Cultural Resources GIS facility. Last minor update, September 2020.



Nashville City Cemetery

Is NHL?:	Null
Property ID:	72001235
Resource Type:	site
Address:	1001 South 4th Ave.
City:	Nashville
County:	Davidson
State:	TENNESSEE
Vicinity?:	False
Status:	Listed
Listed Date:	1972-10-
# of Contributing	



500 ft

National Register of Historic Places



Public, non-restricted data depicting National Register spatial data processed by the Cultural Resources GIS facility. Last minor update, September 2020.

Fort Negley

Is NHL?:	Null
Property ID:	75001748
Resource Type:	site
Address:	Ridley Blvd. and Chestnut St.
City:	Nashville
County:	Davidson
State:	TENNESSEE
Vicinity?:	False
Status:	Listed
Listed Date:	
# of Contributing	

500 ft

National Park Service | © Mapbox © OpenStreetMap contributors | Cultural Resources GIS, National Park Service | Geocoding by Esri

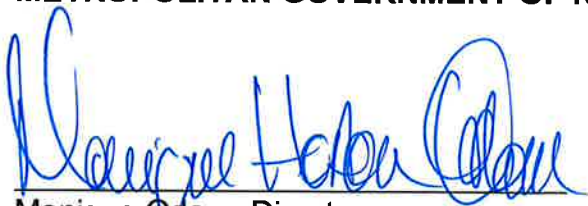
Park Tiles Light

607 Bass St, Nashville, Tennessee



**APPLICATION FOR American Battlefield Protection Program
Battlefield Land Acquisition Grants
Green Tract at Nashville Battlefield, TN**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Monique Odom, Director
Department of Parks & Recreation



Date