

LIFE TENANCY AND THE NATIONAL PARK SERVICE—A TOOL FOR CULTURAL
RESOURCE MANAGEMENT

by

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(Under the Direction of Cari Goetcheus)

ABSTRACT

Since its creation in 1916, the National Park Service has managed cultural resources through different strategies, one of the primary being protecting resources for the public in perpetuity through acquiring land and resources. Through land acquisition, these cultural landscapes and historic resources are protected for the enjoyment of the public. In some National Parks, life tenancy has been the process through which land and resources have been acquired. By learning how the NPS land management options are defined, identifying and studying properties that have been or are currently under life tenancy, and how they are used by the NPS after the life tenancy has ended, this thesis will serve to better understand the process of life tenancy and one unique facet of the NPS land management strategy for cultural resources, as well as explore the possibility for recommendations for how this system could be improved upon.

INDEX WORDS: Life Tenancy; National Park Service; Historic Preservation; Cultural Resources; Cultural Resource Management

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B.A., Wofford College, 2012

A Thesis Submitted to the Graduate Faculty of The University of Georgia in Partial Fulfillment
of the Requirements for the Degree

MASTERS OF HISTORIC PRESERVATION

ATHENS, GEORGIA

2015

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ACKNOWLEDGEMENTS

This thesis would not have been possible without a number of special people who have offered guidance and support throughout this process. Special thanks to my Major Professor, Cari Goetcheus for her constant feedback and advice. Thanks also to my other committee members – James Reap, Gary Green, and Fred Boyles for offering encouragement and feedback for this thesis and helping point me in the right directions. Thanks to my fellow graduate students in the UGA Master’s in Historic Preservation program for their support and encouragement offered to one another. Finally, thank you so much to my many other friends and family members who supported and encouraged me to work hard to complete my degree.

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CHAPTER 1

INTRODUCTION

Cultural resources not only involve aspects of the physical environment such as natural systems and features, but also include the built environment. Cultural resources are found in all sorts of settings across the country and vary greatly in size, context, and types of resources. Cultural resource management, therefore, is an important part of managing areas of land, large and small¹. The National Park Service (NPS) manages cultural resource as part of its broader approach to land management. Many individual cultural resources are located within cultural landscapes, which are defined as “a geographic area, including both cultural and natural resources and the wildlife or domestic animals therein, associated with a historic event, activity, or person or exhibiting other cultural or aesthetic values.”² As either individual resources or as part of cultural landscapes, this land must be planned for and managed. The NPS is an important steward of millions of acres of land containing cultural landscapes and historic resources.

According to the NPS’ cultural resource management website, their program involves

Research to identify, evaluate, document, register and establish basic information about cultural resources and traditionally associated peoples; planning to ensure that management processes for making decisions and setting priorities integrate information about cultural resources and provide consultation and collaboration with outside entities; and stewardship to ensure that cultural resources are protected, receive treatments to achieve desired conditions, and are made available for public understanding and enjoyment.”³

¹ See Appendix 1 for a Glossary of Terms to provide definitions of terms used throughout this thesis.

² Charles A. Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 1.

³ NPS, “Cultural Resources Management” <http://www.nps.gov/inde/historyculture/cultural-resources-management.htm> (accessed February 14, 2014)

Since its creation in 1916, the NPS has managed cultural resources through different strategies, one of the primary being fee simple acquisition of land and resources. Through land acquisition, these cultural resources of historic significance are protected for the enjoyment of the public in perpetuity.

When new parks are created, land is acquired through a number of strategies from former landowners. In addition to purchasing and owning the land in fee simple, other acquisition strategies such as eminent domain are used. In some national parks, another method of slowly acquiring land over a longer period of time has been life tenancy⁴, the topic of this thesis. This strategy is an agreement between original landowners and the NPS which states that the federal government buys the land from the original owners, and then turns back around and leases the land to said owners for the duration of the owner's life. While agreements may vary from location to location, this is the basic operating system for life tenancies. When the federal government creates parks, life tenancy can be a way to gradually obtain property and manage large swaths of land when money and/or manpower may be lacking. Cumberland Island, one of the Golden Isles of Georgia, is one such area. Cumberland Island has a rich history and is home to numerous historic and natural resources. Designated as a National Seashore and managed by the NPS, several families are the holders of life tenancies and other types of leases, grouped together under the term "retained rights."⁵ The term retained rights is used by Cumberland Island National Seashore to collectively refer to these types of leases, both life estates and timed

⁴ Life tenancy is defined as a tenancy based on the life of the lease holder(s). Different than a tenancy for years because there is no pre-determined date upon which the lease expires. This definition, and others are found in the glossary in Appendix A. Life tenancy also known as life estate. In this thesis, when discussing life tenancies on Cumberland Island, the term retained rights estates may be used due to its use by the NPS to describe those areas of land under life tenancies or tenancies in years collectively.

⁵My families, the Candler's, are one of the many retained rights holders on Cumberland Island. It was this connection to the island and my frequent visits which peaked my interest in the issue of life tenancy within the National Park Service. Several members of my extended family are listed as the shareholders for a life tenancy on Cumberland Island for the parcel of land known as High Point.

estates. This term is not a legal term, but an informal term used by Cumberland Island National Seashore. This difference is due to the fact that some agreements are not life tenancies, but are rather leases with specific ending dates. The areas on Cumberland Island leased to individuals and families are known as retained estates. Those individuals and families with this granted access to the retained estates are known as retained rights holders. Several estates, in recent years, had their leases expire and control reverted back to the NPS, causing this land management strategy to be discussed in the news.

Research Question

The research questions for this thesis explore life tenancy and its use within the larger NPS system, as well its specific use at Cumberland Island National Seashore. Hence, the questions being asked are: within the NPS land management and interpretation framework, what are the implications of life tenancy as a cultural resource management tool, specifically in regard to Cumberland Island National Seashore? How are resources, cultural and natural, located within areas of life tenancy planned for? Are there any recommendations for how this system could be improved upon?

The issue of how life tenancy can and is used within the NPS is an important issue because of the location of potential cultural resources that will need to be managed by NPS on life tenancy lands. If the NPS is responsible for managing and planning for the future, what happens to cultural resources located within areas under life tenancies? Historic and natural resources traditionally managed and owned by families, continue to be under private control after the life tenancy agreements are created. This thesis seeks to understand what types of resources are located in such areas; specifically looking at the retained rights areas (or estates) on

Cumberland Island, as well as looking at other parks and areas of land under the management and control of the NPS. In addition to exploring the types of resources that have been managed by this strategy of life tenancy, the question of what happens to these resources once a lease has ended as well as the effectiveness of life tenancy as a land management or cultural resource management tool, will also be explored.

The purpose of this research is to understand, evaluate and analyze the use of land management and ownership options within the NPS, emphasizing life tenancy. By learning how NPS land management options are defined, identifying and studying properties that have been or are currently under life tenancy, and how they are used by the NPS after the life tenancy time period has expired, this thesis will serve to better understand the process of life tenancy and one unique facet of the NPS land management strategy for cultural resources. The use of life tenancy will be evaluated, focusing on how property is managed and whether or not these areas are included in interpretation before, during, or after the lease has expired.

Methodology

To answer the various research questions, research began with the NPS in order to establish a context for land management strategies, including life tenancy. While much of the research done for this thesis was done through scholarly works as well as NPS publications and documents, data was also gathered through surveys. Some documents that were researched during the course of research include the NPS creation legislation, also known as the Organic Act, Directors Orders, enabling legislation for various NPS sites, and general management plans. Those Directors Orders that were reviewed addressed the following topics: Park Planning and

Management Policies (Director's Order #2), Cultural Resource Management (Director's Order #28), and Special Park Uses (Director's Order #53).

After completing preliminary research on the definition of life tenancy and how it fits into the NPS' land use management, a survey was developed and received approval from the University of Georgia Institutional Review Board.

The survey data was gathered through a structured questionnaire that was sent to retained rights holders of Cumberland Island. The names of the individual retained rights holders were gathered from copies of the individual retained rights agreements that were drafted between the reservers and NPS. Addresses for these individual reservers were collected from Camden County Georgia Tax Records, which are publicly accessible from the Camden County Tax Assessor's website.

In addition to surveying individual retained rights holders, the individual agreements between said holders and NPS were then critically analyzed. Through archival research copies of all 20 retained rights agreements were obtained. These were then compared to one another in order to surmise how resources located within the retained estates would be cared for and planned for in the future. The date range for creation of the agreements for these respondents ranged from 1970 to 1982. Although the small number (5) of responses here received, at a 25% response rate was still deemed to be significant because it mirrored the make up of the retained rights agreements themselves. Comparisons between agreements were also made and there are some clear similarities between agreements created before the Cumberland Island Enabling Legislation and those created after the legislation.

The data gathered from the individual retained rights agreements and the survey responses was analyzed. Within the agreements, several common rights were detailed and

discussed. The survey responses that were received all came from life tenants, not those with expired leases.

Organization of the Thesis

This chapter summarizes the topic of this thesis, research questions, methodology, to address the questions, and the organization of this thesis. Chapter Two, is a Literature Review which explores topics such as what preceded the NPS in terms of land and resource management, the creation of the NPS, and the current NPS land management framework. Also, other NPS parks with similar histories of life tenancy or other types of tenancy are discussed. After establishing the context for NPS managed sites, a brief history of Cumberland Island follows in Chapter Three. In addition to a history of the island, a background overview is provided to establish to context within which life tenancies were created. Within this chapter, focus is on former island residents, many of whose descendants were or are retained rights holders today, the types of cultural landscapes that were created over the island's long history, and the transition of Cumberland Island from private property to a public NPS site.

Chapter Four is an in depth review and analysis of the individual retained rights agreements. This chapter analyzes individual agreements comparing them to find similar patterns and responsibility requirements of both the NPS and retained rights holders. A summary table is provided at the beginning of the chapter to consolidate data for the reader and to highlight key similarities, differences, and patterns seen throughout the agreements.

Following the individual agreements analysis, Chapter Five analyzes the retained rights survey responses. The responses, supplemented with data gleaned from a book written by one of the retained rights holders, are compared to discuss similarities and differences between retained

rights areas. Specifically, these areas are compared using first-hand accounts of some retained rights holders.

This final chapter offers conclusions and recommendations in regard to the use of life tenancy as an effective cultural resource management tool. Specifically, conclusions are drawn in regard to management and interpretation of cultural resources located within life tenancy boundaries.

CHAPTER 2

LITERATURE REVIEW

To understand life tenancy as a potential cultural resource management strategy of the NPS, it is necessary to explore the legislation and politics that created and guide this federal agency. As “a bureau of the U.S. Department of the Interior, the NPS manages the 401 parks of the National Park System. The NPS also helps administer dozens of affiliated sites, the National Register of Historic Places, National Heritage Areas, National Wild and Scenic Rivers, National Historic Landmarks, and National Trails.”⁶

The NPS not only manages hundreds of national parks but many more types of natural and cultural resources. All together, the NPS “covers more than 84 million acres and is comprised of...124 historical parks or sites, 78 national monument, 59 national parks, 25 battlefields or military parks, 18 preserves, 18 recreation areas, 10 seashores, four parkways, four lakeshores, and two reserves.”⁷

The research contained in this chapter concentrates on the history of the NPS and its land management policies, how they’ve changed over time, and guidance documents for different types of resources the NPS manages. Further, General Management Plans (GMP) and NPS management will be discussed in broad, overarching terms to establish the context within which sites such as Cumberland Island National Seashore are created and maintained.

⁶ NPS, “National Park Service Overview,” [Http://www.nps.gov/news/upload/NPS-Overview-2012_updated-04-02-2013.pdf](http://www.nps.gov/news/upload/NPS-Overview-2012_updated-04-02-2013.pdf) (accessed January 4, 2014).

⁷ NPS, “National Park Service Overview,” [Http://www.nps.gov/news/upload/NPS-Overview-2012_updated-04-02-2013.pdf](http://www.nps.gov/news/upload/NPS-Overview-2012_updated-04-02-2013.pdf) (accessed January 4, 2014).

Cultural Resource Management

As this thesis seeks to analyze life tenancy's use by the NPS as a cultural resource management tool, a discussion of NPS cultural resource management (CRM) is required. CRM has evolved and been shaped by many federal policies and laws over the years. The term cultural resource is defined as "physical features, both natural and manmade, associated with human activity. Therefore, cultural resources would include sites, structures and objects possessing significance, either individually or as groupings, in history, architecture, archeology, or human [cultural] development..."⁸ By following this definition, cultural resources include not only aspects of the built environment, but also the natural environment.

According to NPS Director's Order (DO) #28: Cultural Resource Management

Guideline, cultural resource management involves several steps:

Research, to identify, evaluate, document, register, and establish other basic information about cultural resources; planning, to ensure that this information is well integrated into management processes for making decisions and setting priorities; and stewardship, under which planning decisions are carried out and resources are preserved, protected, and interpreted to the public.⁹

The NPS categorizes cultural resources as several types: archeological resources, cultural landscapes, structures, museum objects, and ethnographic resources.¹⁰ These resource types, however, are not exclusionary and a single resource can be considered more than one type. An example of this overlap is "an early farmhouse...may be filled with 19th century furniture, form the centerpiece of a vernacular landscape, and occupy the site of a prehistoric burial mound."¹¹

⁸ Don D. Fowler, "Cultural Resources Management," 1.

⁹ NPS, "Director's Order 28: Cultural Resources Management," http://www.nps.gov/history/history/online_books/nps28/28intro.htm (accessed March 27, 2014).

¹⁰ NPS, "Director's Order 28: Cultural Resources Management," http://www.nps.gov/history/history/online_books/nps28/28intro.htm (accessed March 27, 2014).

¹¹ NPS, "Director's Order #28: Cultural Resources Management," http://www.nps.gov/history/history/online_books/nps28/28intro.htm (accessed March 27, 2014).

Due to the overlapping, interdisciplinary nature of cultural resources and their significance, “Cultural resources help provide a setting in which cultural diversity is viable and individual potential can be realized; they help bring us together in a spirit of appreciation for the past in order to better meet the challenges of tomorrow.”¹²

Cultural Resource Types

For the purpose of this thesis, focus will be given to cultural resource management tools and strategies for historic structures and cultural landscapes as those are the types of resources that are managed by those leasing land from the NPS at Cumberland Island National Seashore.

According to DO #28, a historic structure is defined as

A constructed work...consciously created to serve some human activity." Historic structures are usually immovable, although some have been relocated and others are mobile by design. They include buildings and monuments, dams, millraces and canals, nautical vessels, bridges, tunnels and roads, railroad locomotives, rolling stock and track, stockades and fences, defensive works, temple mounds and kivas, ruins of all structural types, and outdoor sculpture.¹³

Several of the historic structure examples listed in DO #28 are found on Cumberland Island and managed by the NPS. While located on NPS land, historic structures are also managed by tenancy agreements as such cultural resources are located within retained rights areas on the island. Historic structures found on Cumberland Island include several buildings, roads and ruins. For example, Dungeness is a ruin of a former Carnegie mansion on the island managed by the NPS, while Stafford, another historic Carnegie home on the island, is located within a retained rights estate. S

¹² NPS, “Director’s Order #28: Cultural Resources Management,” http://www.nps.gov/history/history/online_books/nps28/28chap1.htm (accessed March 1, 2014).

¹³ NPS, “Director’s Order #28: Cultural Resources Management,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014).

Cultural landscapes are another type of cultural resource found on Cumberland Island and managed by the NPS. According to DO #28,

Cultural landscapes are complex resources that range from large rural tracts covering several thousand acres to formal gardens of less than an acre. Natural features such as landforms, soils, and vegetation are not only part of the cultural landscape, they provide the framework within which it evolves. In the broadest sense, a cultural landscape is a reflection of human adaptation and use of natural resources and is often expressed in the way land is organized and divided, patterns of settlement, land use, systems of circulation, and the types of structures that are built.¹⁴

In an article by Melody Webb discussing the NPS' first experiences with cultural landscapes, she notes

“landscape often draws historical or cultural significance from long and distinctive use by the people who live on it...They used the land and left their imprint on it – in roads and pathways, in fields and fences, in various structures, and in myriad place names. Thus the land has historical or cultural value in its portrayal of a particular human use, and it gains added value if the people are still there using the land in a traditional way.”¹⁵

According to the NPS, cultural landscapes are categorized into four types: historic designed landscapes, historic vernacular landscapes, historic sites, and ethnographic landscapes.

According to Preservation Brief 36, a historic designed landscape is “a landscape that was consciously designed or laid out by a landscape architect, master gardener, architect, or horticulturist according to design principles, or an amateur gardener working in a recognized style or tradition...Examples include parks, campuses, and estates.”¹⁶ An historic vernacular landscape is defined as “a landscape that evolved through use by the people whose activities or occupancy shaped that landscape... Function plays a significant role in vernacular

¹⁴ NPS, “Director’s Order #28: Cultural Resources Management,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014).

¹⁵ Melody Webb, “Cultural Landscapes in the National Park Service,” *The Public Historian* 9 (1987): 77.

¹⁶ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 2-3.

landscapes...Examples include rural villages, industrial complexes, and agricultural landscapes.”¹⁷ The third category is an historic site, which is defined as “a landscape significant for its association with a historic event, activity, or person. Examples include battlefields and President's house properties.”¹⁸ The fourth, and final, category of cultural landscapes is an ethnographic landscape. This category is defined as “a landscape containing a variety of natural and cultural resources that associated people define as heritage resources. Examples are contemporary settlements, religious sacred sites and massive geological structures. Small plant communities, animals, subsistence and ceremonial grounds are often components.”¹⁹ As with the overarching types of cultural resources, these four subcategories of cultural landscapes are not mutually exclusive, and overlap can and does often exist. On Cumberland Island, historic designed landscapes, historic vernacular landscapes and historic sites are all important cultural resources. Dungeness is an example of a historic designed landscape whose fountains and garden features such as wells and planting beds still exist. While in ruin, the carefully designed layout of the space is still evident. An example of a historic vernacular landscape, evolving over time, on Cumberland Island includes the site and several structures within Highpoint, another retained rights area on the island. The property that makes up Highpoint is a former hotel that operated on the island between 1880s and 1930s; the hotel as well as several former auxiliary and support buildings still stand, albeit many have been rehabilitated into residences. There is no formal layout to the property and buildings were constructed as needed. An example of historic sites on the island would be any of the numerous Carnegie homes – Dungeness, Stafford, the Grange, and Plum Orchard – which either still stand or are in a state of ruins.

¹⁷ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 3.

¹⁸ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 3.

¹⁹ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 3.

Cultural Resource Management Tools

Tools used to manage cultural resources range from inventory, so one knows what they need to manage, to stewardship actions that implement planning objectives into reality. Generally speaking, cultural resource management occurs when any type of agency is caring and planning for an area of land. This means cultural resource management not only occurs on federally owned land by agencies such as the NPS, but also other publicly or privately owned small, individual sites by management firms or individuals, if that is a defined goal. Basic property inventories and documentation occurs as part of cultural resource management on a broad scale through tools such as windshield surveys and researching property ownership information. However, specific NPS cultural resource management tools will be described below.

Inventory/Documentation

Inventory and documentation is the baseline CRM tool used for historic properties. The first step in planning a management approach is knowing what cultural resources exist within an NPS managed area. This important first step can be seen in the required compliance by any federal agency, including NPS, Section 110 of the National Historic Preservation Act. As NPS DO #28 states,

Section 110 of the National Historic Preservation Act requires the NPS to identify and nominate to the National Register of Historic Places all structures and other properties under its jurisdiction that appear eligible. Historical areas of the national park system are automatically listed in the National Register in total upon their establishment by law or executive order, but those structures and other features within them that contribute to their historical significance must still be documented for Register purposes.²⁰

²⁰ NPS, "Director's Order #28," http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

To comply with Section 110, therefore, research and inventory are important cultural resource management aspects for the NPS. Some CRM tools used by the NPS to meet this requirement are defined below.

Basic tools used by those involved in cultural resource management (planners, preservationists, etc.) include windshield surveys and basic photographic documentation. Windshield surveys, and more in-depth surveys, require visiting individual points of interest, or where historic resources were known to have existed, and document whether or not they are extant and what are their current conditions.

Cultural landscapes are just one type of cultural resource that can be inventoried and documented for management purposes. One tool used in the management of cultural landscapes is a Cultural Landscape Report (CLR). This report is the first step in the management process for a cultural landscape as it involves the preliminary research and inventory as well as recommendations for future stewardship, or treatment. A CLR is divided into three parts with Part One containing three primary sections – site history, existing conditions, and analysis and evaluation; it is this first part of a CLR which is considered an inventory/documentation cultural resource management tool.²¹ Site history “includes a narrative history of the landscape describing, as appropriate, the historic context, design intent, primary design principles, key developments, physical relationships, patterns, features, and important individuals or events; and a historical base map/period plan for each significant historic period.”²² The second section, existing conditions, “include a definition of site boundaries, an accurate site map, and a brief

²¹ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

²² NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

description of current resources, primary features, access, and site use.”²³ The third section, analysis and evaluation, “includes an inventory and documentation of significant characteristics and features based on National Register criteria, a condition assessment of those features, and related site information.”²⁴

The historic resource study (HRS) is “the primary document used to identify and manage the historic resources in a park. It is the basis for understanding their significance and interrelationships, a point of departure for development of interpretive plans, and the framework within which additional research should be initiated.”²⁵

Determination of eligibility of a historic property to the National Register is a requirement of the NPS as part of its management of historic properties. The National Register, therefore, is a cultural resource management tool, which does not only apply to historic structures, but all types of cultural resources. According to the NPS, the National Register of Historic Places is

The official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.²⁶

In addition to listing a cultural resource on the National Register, an official designation list publicly accessible, listing a historic structure on the NPS List of Classified Structures is also be seen as a cultural resource management tool. The List of Classified Structures (LCS) is an

²³ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

²⁴ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

²⁵ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

²⁶ NPS, “National Register of Historic Places,” Department of the U.S. Interior, <http://www.nps.gov/nr/> (accessed March 1, 2014)

internal NPS list “containing information about historic and prehistoric structures in which the NPS has or plans to acquire any legal interest. Properties included in the LCS are either on or eligible for the National Register or are to be treated as cultural resources by law, policy, or decision reached through the planning process even though they do not meet all National Register requirements.”²⁷ The LCS has three major applications: “(a) to describe historic structures on an individual or collective basis at park, regional, or Service-wide levels, (b) as a common information source for other automated management systems such as the Maintenance Management (MM) program and the Housing Inventory, and (c) as an analytical tool in budgeting, scheduling, and program development.”²⁸

A historic structure report (HSR) “is the primary guide to treatment and use of a historic structure and may also be used in managing a prehistoric structure.”²⁹ An HSR is considered a cultural resource management tool for historic structures as it is a very similar report to a CLR, but prepared for a historic structure. An HSR includes four sections. The first, management summary, “is a concise account of research done to produce the HSR, major research findings, major issues identified in the task directive, and recommendations for treatment and use. Administrative data on the structure and related studies are included.”³⁰ This introduction sets the context for following parts of the report. Part I of an HSR is the developmental history. This section is

A scholarly report documenting the evolution of a historic structure, its current condition, and the causes of its deterioration...The scope of documentary research may extend

²⁷ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

²⁸ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

²⁹ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

³⁰ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

beyond the physical development of the structure if needed to clarify the significance of the resource or to refine contextual associations; however, major historical investigation of contextual themes or background information should be conducted as part of a historic resource study.³¹

Analysis and Evaluation of historic structures...Although the NPS has additional cultural resource management tools regarding archeological and ethnographic resource inventory and documentation, because they are not directly relevant to this thesis they will not be discussed.

Treatment and Use

After the inventory/documentation and assessment of known resources has been completed, the next step is to propose stewardship actions. For example, the second part of an HSR deals with treatment and use. This section “presents and evaluates alternative uses and treatments for a historic structure. Emphasis is on preserving extant historic material and resolving conflicts that might result from a structure's "ultimate treatment." Part 2 concludes by recommending a treatment and use responding to objectives identified by park management.”³² Similar to the CLR discussed above, this treatment section of the HSR is where future planning for the historic structure is discussed and recommendations are made. An HSR also includes a record of treatment, which is “a compilation of information documenting actual treatment. It includes accounting data, photographs, sketches, and narratives outlining the course of work, conditions encountered, and materials used.”³³

Part Two of a CLR “contains recommendations for treatment of the landscape based on the site history, existing conditions, and analysis; enabling legislation; applicable standards; and

³¹ http NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap8.htm (accessed March 1, 2014)

³² http://www.nps.gov/history/history/online_books/nps28/28chap8.htm

³³ http://www.nps.gov/history/history/online_books/nps28/28chap8.htm

the proposed use as defined in planning documents. Recommendations are presented in a treatment plan and/or narrative guidelines. Cost estimates may be included.”³⁴ Like an HSR, the final part of a CLR, is the Record of Treatment which “documents the actual treatment with photographs, sketches, accounting data, and narratives outline the course of work, conditions encountered, and material used.”³⁵ This third section comes after the completion and implementation of Parts One and Two as recommendations for treatment must be received before these recommendations are carried out. Parts Two and Three make this document not only a historical narrative, but a management tool as they provide space for not only recommendations for the future planning and treatment of the cultural landscape, but also a space for a record of said treatment to be kept.

Planning

Planning as a CRM tool involves the incorporation of CLR and HSR proposals and any other inventory/documentation and treatment information into upper level planning and management documents. The planning tools used for CRM include General Management Plans (GMPs), discussed previously, as well as planning of the interpretive materials and experiences. Park visitors come to NPS managed sites to observe and interact with cultural resources located within them. It is through the implementation of recommendations made in CLRs and HSRs that the future of cultural resources are managed and cared for. As such, life tenancy estate cultural resources should also be considered information to add to the planning CRM toolkit

³⁴ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

³⁵ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

Planning tools for CRM, as stated above, involve protecting resources and managing them for future enjoyment – this directly relates to the retained rights properties on Cumberland Island. In the creation of NPS sites, such as Cumberland Island, temporary leasing of federal lands to individuals was a way for the NPS to have time to plan its future goals while directly managing a large amount of land, but not the entire island. In the creation of the retained rights areas, as they are called on Cumberland Island, the land was purchased from individual owners and then it was leased back to them as either life estates or leases with established end dates. The individual agreements list the responsibilities the retained rights holders had in regards to the landscape and built structures which predated the agreements. Some agreements mention structures already existing, while others have strict guidelines about homes that could be built after the agreements were created. Each mentions restrictions as well in regard to natural resources. Because of the guidelines, rights, and restrictions placed in tenancy agreements, they can clearly be seen as CRM planning tools for resources intended to be managed for the future.

Stewardship

Cultural resource management tools also address stewardship and treatment. Treatment of cultural resources such as landscapes and historic structures can be categorized into one of four treatments: preservation, rehabilitation, restoration, and reconstruction. Most actions taken in the name of cultural resource stewardship or management will fall under one of these broad categories. No action or treatment can be undertaken in regard to a cultural resource “without an approved CLR or work procedure specifying the work and Section 106 compliance.”³⁶

³⁶ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

The first treatment mentioned above is preservation. Preservation, along with the other three treatment categories, is found in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The same standards are applied to historic properties, no matter the breadth of cultural resources they contain, i.e. structures, landscapes, archeological or ethnographic. According to NPS DO # 38 regarding cultural landscape treatment —

Preservation maintains the existing integrity and character of a cultural landscape by arresting or retarding deterioration caused by natural forces and normal use. It includes both maintenance and stabilization. Maintenance is a systematic activity mitigating wear and deterioration of a cultural landscape by protecting its condition. In light of the dynamic qualities of a landscape, maintenance is essential for the long-term preservation of individual features and the integrity of the entire landscape. Stabilization involves reestablishing the stability of an unsafe, damaged, or deteriorated cultural landscape while maintaining its existing character.³⁷

As stated above, maintenance and stabilization both fall under preservation. Some tools and specific treatments that fall under this category, are avoiding removal and replacement of historic materials, where repair and/or replacement is necessary to use like materials and workmanship, no damage is done to the buildings, and not disturbing archeological and structural resources.³⁸ Inventories, surveys and other types of documentation projects could be considered preservation tools under cultural resource management as no resources located within the cultural landscape are disturbed or changed in any way, but simply recorded in their current conditions. This treatment is often undertaken when a cultural landscape has a high level of integrity and authenticity already in place.

³⁷ NPS, "Director's Order #28," http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

³⁸ NPS, "Director's Order #28," http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

The second treatment is rehabilitation. “Rehabilitation improves the utility or function of a cultural landscape, through repair or alteration, to make possible an efficient compatible use while preserving those portions or features that are important in defining its significance.”³⁹ Some cultural resource management tools, treatments, or actions that fall under this category include replacing and removing historic materials are avoided, avoid creation of a false sense of history, historic features are repaired rather than replaced, any alterations do not destroy historic characteristics, new work is differentiated from old, and new construction is completed in a way that can be removed in the future.⁴⁰ Some examples of specific tools that fall under this category would be construction of a support area for maintenance operations, or the creation of a public park where a private area used to exist and therefore certain requirements are created such as public restrooms or ADA compliance.⁴¹

When the goal of treatment is to portray a landscape at “an exact period of time,” restoration should be the treatment undertaken for the cultural landscape.⁴² Of restoration, Preservation Brief 36 states—

Unlike preservation and rehabilitation, interpreting the landscape's continuum or evolution is not the objective. Restoration may include the removal of features from other periods and/or the construction of missing or lost features and materials from the reconstruction period. In all cases, treatment should be substantiated by the historic research findings and existing conditions documentation.⁴³

An example of when restoration would be used as the treatment approach for cultural landscapes is when there is a large amount of historic research available to support the restoration of a

³⁹ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

⁴⁰ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

⁴¹ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 13.

⁴² Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 14.

⁴³ Birnbaum, Preservation Brief 36: Protecting Cultural Landscapes (Washington, D.C.: NPS), 14.

landscape to a certain time period. This could be done with a historic garden, for example, when there are records of what plants had been purchased and landscape plans available pertaining to a certain year or time period.

Reconstruction is the fourth treatment approach. According to NPS DO #28, reconstruction

Entails depicting the form, features, and details of a non-surviving cultural landscape, or any part thereof, as it appeared at a specific period or as intended by its original constructed design. Reconstruction of an entire landscape is always a last-resort measure for addressing a management objective and will be undertaken only upon specific written approval of the director after policy review in the Washington office.⁴⁴

As with restoration, significant historic research findings are required for an accurate reconstruction. Archeological research is also an important step for reconstruction, especially when pertaining to cultural landscapes. As with restoration, this treatment approach could be used with accurate historic and archeological research of a garden or similar landscape that would have kept records. Also important to reconstruction is the aspect of clearly identifying the reconstruction as a re-creation, avoiding the creation of a false sense of history.

These methods of stewardship—the four treatments—are the approaches used in regard to action taken upon cultural landscapes or historic structures. The records of treatment found in both CLR and HSR are stewardship tools where actions taken over the years are recorded.

National Park Service Interpretive Planning

The reason why interpretive planning is so important to the overall park planning process and NPS operations is that interpretive planning “serves as the basis for management actions

⁴⁴ NPS, “Director’s Order #28,” http://www.nps.gov/history/history/online_books/nps28/28chap7.htm (accessed March 1, 2014)

regarding interpretation within the park... [And] identifies key visitor experiences and recommends ways to facilitate them.”⁴⁵ Part of the research questions of this thesis deals with the interpretation of cultural resources located within areas under life tenancies, and are these areas interpreted? If not, is there a way for them to be included in the park interpretive programming? Therefore, interpretive planning is goal-driven and helps individual NPS sites to achieve their goals in regard to visitor experience. In his article, “The National Park Service Moves into Historical Interpretation,” Barry Mackintosh discusses the need for interpretation, especially in regards to historical parks – “Parks encompassing spectacular natural features may be enjoyed aesthetically by most visitors regardless of whether they understand the geologic or biologic phenomena underlying them... few [historical parks] can be greatly appreciated without some explanation of who lived or what occurred there.”⁴⁶

While management policies and actions are taken to preserve and protect physical resources in national parks for future generations, what purpose is there in protecting them if they are never viewed or visited? In the process of deciding what stories are told at individual sites for those who do visit, priorities for management are inherently needed and determined. Those resources that are deemed vitally important and highlighted in educational and interpretive programs are those that will receive the most attention in regards to preservation and management. Freeman Tilden writes in *Interpreting Our Heritage* that interpretation is “an educational activity which aims to reveal meanings and relationships through the use of original objects, by firsthand experience, and by illustrative media, rather than simply communicate

⁴⁵ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

⁴⁶ Barry Mackintosh, “The National Park Service Moves into Historical Interpretation,” *The Public Historian*, 9 (1987), 51.

factual information.”⁴⁷ If the goal of interpretation was to simply communicate factual information, there would be no reason for people to travel to individual sites and learn about them there—all information would be gathered and learned through any type of media that can be used from any location—books, films, tables, etc. Tilden offers six principles to guide interpretation—

1. Any interpretation that does not somehow relate what is being displayed or described to something within the personality or experience of the visitor will be sterile.
2. Information, as such, is not interpretation. Interpretation is revelation based upon information. But they are entirely different things. However, all interpretation includes information.
3. Interpretation is an art, which combines many arts, whether the materials presented are scientific, historical, or architectural. Any art is in some degree teachable.
4. The chief aim of interpretation is not instruction, but provocation.
5. Interpretation should aim to present a whole rather than a part and must address itself to the whole man rather than any phase.
6. Interpretation addressed to children (say, up to the age of twelve) should not be a dilution of the presentations to adults but should follow a fundamentally different approach. To be at its best it will require a separate program.⁴⁸

These six principles guide interpretation for NPS sites and provide the framework for the creation of interpretation and education programs. Interpretation of NPS sites is a vital part of implementing planning and management policies. In deciding which stories to tell through interpretation, aspects of a site’s history may be overlooked or not given as much priority as others. However, Mackintosh defends interpretation’s role in the NPS. “If historical interpretation by the National Park Service has faced challenges and displayed shortcomings, its overall influence has been positive, making many Americans aware of important aspects of their heritage that they had long forgotten or never learned about in school. Visitors to historic sites

⁴⁷ Freeman Tilden, *Interpreting Our Heritage*, (Chapel Hill, NC: University of North Carolina Press, 2007), 33.

⁴⁸ Tilden, *Interpreting Our Heritage*, 34-35.

have gained a sense of presence and immediacy with past events that has often stimulated the most latent interest in history.”⁴⁹ One aspect of NPS site planning involves the creation of an interpretation plan for a park or site. *Comprehensive Interpretive Planning: Interpretation and Education Guideline* offers guidance as well. According to Mackintosh’s article, interpretive planning is

A strategic process which, in its implementation, achieves management objectives for interpretation and education by facilitating meaningful connections between visitors and park resources. Interpretive planning comprehensively analyzes all interpretive needs and determines a wide array of interpretive services, facilities, and programs to communicate in the most efficient and effective way the park’s purpose, significance and themes⁵⁰

To plan for the future in regard to visitor experience at individual NPS sites, Comprehensive Interpretive Plans (CIP) are created. The CIP “forms the overall vision and basis for decision making related to interpretation in a park. It provides both a long-range and short-range view, including all media and personal services,” and serves as a “blueprint for the park’s interpretive future.”⁵¹ The CIP is divided into three sections—Long-Range Interpretive Plan, the Annual Implementation Plan, and the Interpretive Database. For the purpose of this thesis, the Long-Range Interpretive Plan will be the only section discussed, as actions taken towards implementing this section would be recorded and reported later.

The Long-Range Interpretive Plan (LRIP) “describes the foundational information that will guide the development of the desired future interpretive program. The long-range vision of the interpretive program and the actions needed to achieve it complete this section.”⁵² The

⁴⁹ Mackintosh, “Historical Interpretation,” 63.

⁵⁰ Ibid.

⁵¹ NPS, “Comprehensive Interpretive Planning,” 7.

⁵² NPS, “Comprehensive Interpretive Planning,” 8.

LRIP's "life span...is recommended to be five to ten years. This may vary with individual park needs and circumstances and should be updated as necessary."⁵³

The LRIP's first section sets the foundation for the entire document by addressing the purpose and significance of the individual park "based on the park's legislative history and Strategic Plan."⁵⁴ In addition to purpose and significance, themes are discussed as they "define the most important ideas or concepts communicated to the public about a park...Themes should also be used to define the core content of education messages that the park offers."⁵⁵

Management goals, desired visitor experience, issues and influences affecting interpretation, visitor profiles, and existing interpretive conditions are also all identified and addressed in the first section of the LRIP.⁵⁶ The second part, Future Interpretive Program, deals with the actual future planning and it

...describes the mix of services and facilities, both personal and non-personal, that are necessary to communicate the park themes...All Future Interpretive Program descriptions should consider the following...personal services...non-personal services...partnerships...library and collections needs...research needs...staffing needs...interpretive program costs...[and] implementation plan.⁵⁷

The implementation plan takes all the considerations mentioned and "lists those actions necessary to implement the LRIP, assigns responsibility, and sets target dates. This section is a critical element; each Annual Implementation Plan (AIP) over the next five to ten years will be based on this LRIP action summary."⁵⁸

⁵³ NPS, "Comprehensive Interpretive Planning," 8.

⁵⁴ NPS, "Comprehensive Interpretive Planning," 8.

⁵⁵ NPS, "Comprehensive Interpretive Planning," 8.

⁵⁶ NPS, "Comprehensive Interpretive Planning," 8.

⁵⁷ NPS, "Comprehensive Interpretive Planning," 8.

⁵⁸ NPS, "Comprehensive Interpretive Planning," 8.

National Park Service Organization and Management Policy

An organization such as the NPS requires a very detailed administrative framework to manage such large areas of land with limited budgets and staff. Parks and other managed areas located across the country and must be managed both collectively and individually. To understand how an individual park operates and fits within the larger framework, the NPS Organization Chart is displayed in Fig 2.1, which graphically illustrates the hierarchy of the NPS from the Director down to the individual 401 sites managed by the NPS. It should be noted that life tenancy leases are managed under Park Planning, Facilities & Lands.

The NPS manages its various types of protected areas for the purpose of conserving the “scenery and the natural and historic objects and wild life” located within these areas “for the enjoyment of future generations.”⁵⁹ In 1970, Congress clarified these requirements of the NPS through the General Authorities Act and amended the Organic Act in 1978.⁶⁰ These amendments added the following two sentences

Congress further reaffirms, declares, and directs that the promotion and regulation of the various areas of the National Park System, as defined in section 1c of this title, shall be consistent with and founded in the purpose established by section 1 of this title...to the common benefit of all the people of the United States. The authorization of activities shall be construed and the protection, management, and administration of these areas shall be conducted in light of the high public value and integrity of the National Park System and shall not be exercised in derogation of the values and purposes for which these various areas have been established, except as may have been or shall be directly and specifically provided by Congress.⁶¹

⁵⁹ *Organic Act of 1916*. 16 U.S.C 1, 2, 3 and 4

⁶⁰ NPS, “Management Policies 2006: The Guide to Managing the National Park System,” U.S. Department of the Interior, “http://www.nps.gov/policy/mp/policies.html#_Toc157232597” (accessed March 31, 2014).

⁶¹ *National Park System* 16 U.S.C. (1970) § 1a–1. <http://www.law.cornell.edu/uscode/text/16/1a-1>

There is a great diversity of land types managed by the NPS; those areas that have been added to the National Park System over the years

...for their natural values are expanses or features of land or water of great scenic and scientific quality and are usually designated as national parks, monuments, preserves, seashores, lakeshores, or river ways. Such areas contain one or more distinctive attributes like forest, grassland, tundra, desert, estuary, or river systems; they may contain windows on the past for a view of geological history; they may contain imposing landforms like mountains, mesas, thermal areas, and caverns; and they may be habitats of abundant or rare wildlife and plant life.⁶²

While some of the titles above may be self-explanatory, they are important to note because management of these sites is dependent on its categorization as there are different requirements and limitations for each categorization. For example, a NPS site created as a National Park does not allow hunting and fishing, whereas a national preserve does allow for those types of recreational activities. According to the National Atlas, a National Park “contains a variety of resources and encompasses large land or water areas to help provide adequate protection of the resources. Hunting, mining and consumptive activities like logging and grazing are not authorized.”⁶³ Cumberland Island, the main site of focus for this thesis, is categorized as a National Seashore. This type of site is very similar to a National Lakeshore in that both focus on “preserving shoreline areas and off-shore islands... [And] focus on the preservation of natural values while at the same time providing water-oriented recreation.”⁶⁴ Recreational activities such as camping, hiking, fishing, and hunting are allowed on Cumberland Island, with hunting taking place during a limited season.

⁶² National Atlas. “A National Monument, Memorial, Park... What’s the Difference?” Accessed November 16, 2013.

⁶³ Ibid.

⁶⁴ NPS, “Nomenclature of Park System Areas,” History E-Library, <http://www.nps.gov/history/history/hisnps/NPSHistory/nomenclature.html> (accessed December 21, 2013)

The names given to historically significant sites managed by the NPS include National Historic Sites, National Military Park, National Battlefield Park, National Battlefield Site, National Battlefield, National Monuments, National Historical Parks and International Historic Sites. These historically significant sites address specific locations important for their significance in military history, social history, and the development of the United States. Even though there exist NPS managed sites that are designated solely for their historical significance, historic resources can also be located within any other NPS managed sites, such as National Seashores. This is the case on Cumberland Island; the overall area is protected and managed for primarily its natural resources and recreational activities, but important historical resources are legally required to be protected and managed as well.

Management Policies and Director's Orders

NPS Director's Orders (DO) are what they sound like—an order from the NPS director often given to provide clarification by supplementing and amending the NPS primary guidance source, *Management Policies*.⁶⁵ To assist the administrative framework noted earlier, there are a series of guidance documents to help decision making in the parks. The *2006 Management Policies* is the most up to date volume of the NPS' overarching primary guidance source. This extensive document details management practices for the National Parks System, dealing with issues such as wilderness preservation and management, interpretation, use of the parks, and park planning. Its purpose is to “set a firm foundation for stewardship” for all NPS sites. At the end of this document, DOs are noted as providing further guidance. The DOs “provide guidance for

⁶⁵ NPS, “NPS Policies, Director's Orders, Rules & Guidelines,” http://www.nps.gov/partnerships/directors_orders.htm (accessed March 31, 2014).

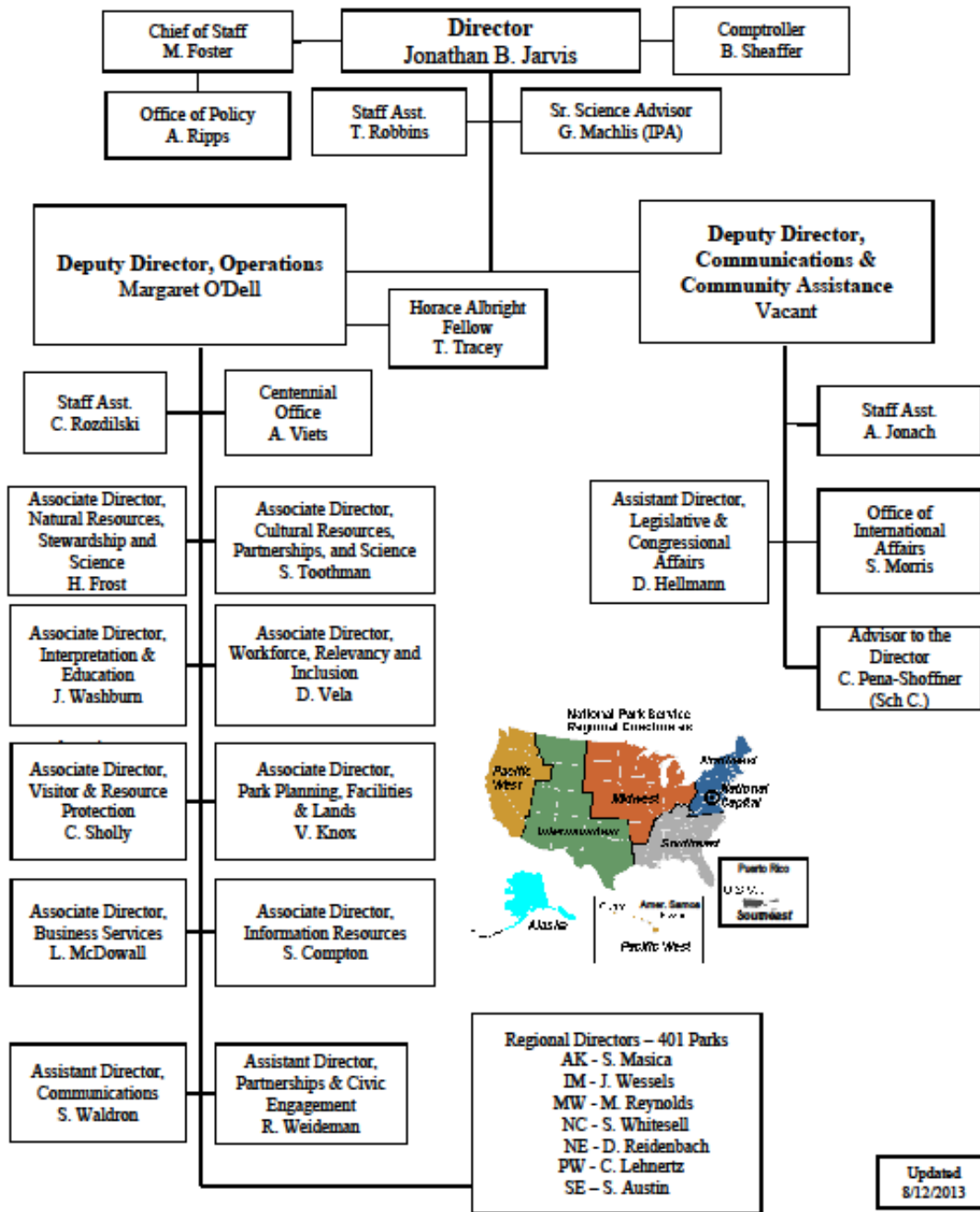


Figure 1: Flowchart Illustrating the Management Hierarchy of the National Park Service⁶⁶

⁶⁶ NPS, "Department of the Interior," http://www.nps.gov/news/upload/WASO-HQ-Org-Chart_08-2013.pdf (accessed January 15, 2014).

implementing certain aspects of NPS *Management Policies*.”⁶⁷ Each individual DO addresses a specific management topic faced by the NPS as they manage and plan for its sites. For example, DO #2: Park Planning sets the stage for all NPS management planning, providing a mission to guide all decision-making—“The National Park Service will use planning to bring logic, analysis, public involvement, and accountability into the decision-making process. Park planning and decision making will be conducted as a continuous, dynamic cycle, from broad visions shared with the public to individual, annual work assignments and evaluations.”⁶⁸ Further, it provides information for the creation of management and interpretive documents such as General Management Plans which will be discussed further later in this section.

DO #25 is critical to this thesis in regard to cultural resource management and the use of life tenancy. This DO deals with land protection. Its stated purpose is

To articulate the framework for land protection, and the process for the acquisition of land and interests in land, within the authorized boundaries of units of the National Park System. This order summarizes NPS Management Policies and sets forth other requirements and responsibilities as they relate to the National Park Service’s land protection program.⁶⁹

DO #25: Land Protection is important to discuss because of its role protecting and preserving cultural and natural resources. This DO addresses the acquisition of property as a land protection method, the primary method NPS has used throughout its history to protect and manage resources. The federal government, through agencies such as the NPS, accumulates large quantities of land in order to protect cultural and natural resources located on them. Acquisition

⁶⁷ NPS, “Management Policies 2006,” U.S. Department of the Interior <http://www.nps.gov/policy/mp2006.pdf>, p 154.

⁶⁸ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

⁶⁹ NPS, “Directors’ Order #25: Land Protection,” <http://www.nps.gov/policy/DOrders/DOrder25.htm> (accessed March 27, 2014).

of property by the NPS is a complicated issue today, but this was not always the case.

Acquisition and ownership strategies have evolved and changed over the years, as Joseph Sax explained in his article, “Buying Scenery: Land Acquisitions for the National Park Service.” Sax writes,

In the infancy of the National Parks Systems, when parks were largely carved out of the existing public domain in the West, the policy was rather simple. A boundary was drawn around the land area intended to be managed and protected as park land. Inside the boundary was federally owned land subject to the preservation mandate, and outside was other (also federally owned) land.⁷⁰

While this process was fairly straightforward in the beginning, other issues prohibiting this arose.

Sax offers several examples where this was not possible –

Even within federal enclaves, some tracts – for example, homesteads – had passed into private ownership prior to the time a park was established. The Park Service sometimes acquired these private holdings by purchase, donation, or condemnation; at other times the lands were left in private ownership as ‘inholdings.’ The inholdings were allowed to remain for various reasons. In some instances, they were originally residences, ranches, or commercial properties whose use was compatible with the mission of the park. In other cases, the private uses were undesirable but the owners strongly wanted to remain and were able to obtain political support to prohibit acquisition. In still other cases, landowners convinced Congress to exclude their holdings from the park boundaries – so that while they were physically within, or nearly within, the park, legally they were outside of it.⁷¹

Because of these scenarios Sax describes where the NPS could not create parks out of pre-existing public land, other ownership strategies were developed and used. Several types of land ownership mechanisms are discussed here in regard to protecting sites; different types of ownership strategies have different pros and cons. In an NPS article titled “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” several ownership strategies are

⁷⁰ Joseph L. Sax, “Buying Scenery: Land Acquisitions for the National Park Service,” *Duke Law Journal*, 4 (1980), 713.

⁷¹ Sax, “Buying Scenery,” 714.

noted which can be applied to sites besides those containing just archeological resources. The first type of land ownership, discussed above and used by the NPS often in its early days, is fee simple, basically simply buying a property out right. This means “ownership of full title and all legal rights associated with a parcel of land and everything it contains.”⁷² The benefits of fee simple ownership are as follows— “full ownership is the strongest way to protect archeological [or other] sites, since the owner has complete control over land (within certain limits), and resource protection is easier to manage. The owner can invoke laws of trespass and property damage.”⁷³ However, a concern with this type of ownership is that the “owner must be able to assume liability and responsibility for long-term management and site stewardship.”⁷⁴ The second type of ownership that can be used to protect resources is an easement. The easement strategy is

Partial interest or some specified legal right in a parcel of land that is less than full, fee simple interest. A conservation, historic preservation, open space, or scenic easement is designed to protect sensitive natural, historic, and/or cultural resources. Uses that are incompatible with protecting these sensitive resources are typically restricted. Easements can be acquired by a nonprofit or government agency through purchase, donation, gift, exchange, will or eminent domain. An easement may be for a specified period of time or in perpetuity, and runs with the land, despite changes of ownership. Easements can also be called deed restrictions.⁷⁵

There are many benefits to using an easement, or deed restriction, to protect resources.

Easements

can be an effective way to protect archeological [or other] sites if fee simple ownership is not feasible. Easement provisions can be

⁷² NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷³ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷⁴ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷⁵ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

tailored to landowner goals and site needs. Only those rights or interests needed to protect the site are transferred in an easement, leaving all other rights with the landowner, who retained ownership and use of the land. There is potential for property, income, and estate tax benefits for the donation or less-than-fair-market-value sale of an easement. Reduces costs for site protection when easements are acquired at less than fair market value for the protected area.⁷⁶

Like all land ownership strategies, easements also carry with them some concerns. The concerns that must be taken into consideration include

Thorough survey is needed to identify the nature of archeological sites [or other resources] present. Less control over site protection than in fee simple ownership. Easement purchase can be costly, and requires careful negotiation. Easement terms must be carefully and clearly outlined, and they must be carefully monitored and enforced; landowners may need frequent attention. Easement holder must possess sufficient expertise and be financially able to monitor and enforce the easement. Property resale opportunities may be limited due to easement restrictions. Tax benefits depend on landowner's financial status and may not be sufficient motivation for landowner to donate or sell the easement.⁷⁷

Another type of land ownership strategy is a lease, which is defined as “renting the land in order to protect and manage a sensitive resource.”⁷⁸ The benefits of this strategy include it being a “low cost approach to site protection. Rent is paid to the landowner, who retains control of property.”⁷⁹ The consideration with leasing property, however, is that it is a “short-term protection strategy since a lease does not offer full control of property.”⁸⁰ The last type of individual ownership strategy that can be used to protect important resources is an undivided

⁷⁶ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷⁷ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷⁸ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁷⁹ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁸⁰ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

interest which is defined as “a number of parties share ownership in a parcel of land, with each owner’s interest extending over the entire parcel.”⁸¹ The benefit to undivided interest is that “changes in or to the property cannot be made unless all owners agree.”⁸² However “property management can be complicated, especially related to payment of taxes.”⁸³

In addition to the above ownership strategies, cooperative approaches are another method for protecting resources. These cooperative approaches include “gateway planning efforts, cooperative agreements, participation in regional consortiums, local planning and zoning processes, or other measures that do not involve Federal acquisition of any interest in real property.”⁸⁴ A section of DO #25 that directly relates to this thesis topic is the section on Reservation of Use and Occupancy. That section provides clarity and instruction on how to “allow a reservation of use and occupancy of property improved with a residence.” This is done through leases for either a term of years or a life estate⁸⁵, the subject of this thesis. The DO states—

A reservation for residential use only may be for a term of years (up to 25) or a life estate, on an area not exceeding 3 acres in size. Terms and conditions are standardized on a Service-wide basis. A reservation of use and occupancy will reduce the purchase cost to the government and may serve as a means to lessen the impact on the landowner...

Reservations of use and occupancy are a deeded interest in the real estate and cannot be extended beyond the expiration date. Park

⁸¹ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁸² NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁸³ NPS, “Land Ownership Strategies for Protecting Archeological Sites on Private Lands,” <http://tps.cr.nps.gov/pad/strat1.cfm> (accessed January 12, 2014).

⁸⁴ Director’s Order #25 <http://www.nps.gov/policy/DOrders/DOrder25.htm> (accessed March 27, 2014).

⁸⁵ Throughout this thesis, the term life estate is used to describe the physical property which is controlled under a life tenancy. A life tenancy is a type of tenancy which is bound by a lease. This lease ends upon the death of the lessee. The term lease and tenancy are used interchangeably, as they both are meant to define the physical lease agreement. The terms lease and agreement are both used in the following chapters as the Cumberland Island retained rights agreements address the leases dealing with life tenancy within this NPS site as such.

managers should exercise great care in planning for the prompt removal of structures at the end of the reservation period.⁸⁶

DO #25 became effective on January 19, 2001. This date is important to note in regards to the use of life tenancies on Cumberland Island as the legal documents regarding reservations of use and occupancy that were created by the NPS for the island went into effect between the years of 1970 and 1982. The much earlier creation of the legal documents used on Cumberland Island to define rights of the tenants, account for why those agreements have lease terms that exceed 25 years and why many of the properties also exceed three acres in size.

Another Director's Order which is important for this thesis research topic is DO #38: Real Property Leasing. Effective as of January 19, 2006, this DO "applies to the leasing of NPS real property...[It] provides NPS authority to lease certain park area lands through a competitive bidding award process...."⁸⁷

According to DO #38, the only land that is eligible to be leased is "federally owned property that was acquired from non-federal sources and that is located within the boundaries of a park area that is not designated as a national park or as a national monument of scientific significance."⁸⁸ The areas intended to be leased must be addressed in the General Management Plan—"the park area's General Management Plan must designate property proposed to be leased...as a Special Use Zone for the proposed uses under the lease"⁸⁹ If a lease is granted, the following conditions must be met—

- (1) The lease will not result in degradation of the purposes and values of the park area;

⁸⁶ NPS, "Director's Order #25: Land Protection," <http://www.nps.gov/policy/DOrders/DOrder25.htm> (accessed March 27, 2014).

⁸⁷ NPS, "Director's Order #38: Real Property Leasing," <http://www.nps.gov/commercialservices/docs/Apr-7-Directors-Order-38-Real-Property-Leasing.pdf> (accessed March 27, 2014).

⁸⁸ NPS, "Director's Order #38: Real Property Leasing," <http://www.nps.gov/commercialservices/docs/Apr-7-Directors-Order-38-Real-Property-Leasing.pdf> (accessed March 27, 2014).

⁸⁹ NPS, "Director's Order #38: Real Property Leasing," <http://www.nps.gov/commercialservices/docs/Apr-7-Directors-Order-38-Real-Property-Leasing.pdf> (accessed March 27, 2014).

- (2) The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area;
- (3) The lease contains such terms and conditions as will assure the leased property will be used for activity and in a manner that are consistent with the purposes established by law for the park area in which the property is located;
- (4) The lease is compatible with the programs of the NPS;
- (5) The lease is for rent at least equal to the fair market value rent of the leased property;
- (6) The proposed activities under the lease are not subject to authorization through a concession contract, commercial use authorization or similar instrument;
- (7) If the lease is to include historic property, the lease will adequately insure the preservation of the historic property. (In addition, a lease that includes historic property may be executed by NPS only after compliance with the CFR Part 800, the commenting procedures of the Advisory Council on Historic Preservation); and,
- (8) Specific required determinations of Part 17 or 18 (as applicable)⁹⁰

DO #41 addresses Wilderness Stewardship. Because Cumberland Island's designation has a large parcel of the island designated as a Wilderness Area, this Director's Order is applicable.

Special park uses are allowed in parks, but permits vary. Effective as of February 23, 2010, DO #53, titled "Special Park Uses," addresses issues such as permitting special uses such as the exercise of legal rights (First Amendment, Native American Rights, etc), roads and highways, agricultural use, and reservations of use and occupancy. Titled "Reservations of Use and Occupancy," Article 10.6 states that special permits for leases may be granted as long as

Issuing the permit is in the best interest of the park and the United States; and the use will not result in impairment or unacceptable impacts of park resources and values or be in conflict with the purposes for which the park was established; and one or more of the following circumstances are met:

1. Specific legislative authority exists to allow temporary residency; or
2. The NPS is unable to implement the directives of park planning documents; or
3. The structure has or may have historic significance that would be endangered if it were vacated; or

⁹⁰ NPS, "Director's Order #38: Real Property Leasing," <http://www.nps.gov/commercialservices/docs/Apr-7-Directors-Order-38-Real-Property-Leasing.pdf> (accessed March 27, 2014).

4. Extreme environmental conditions temporarily prevent the occupant from vacating the structure; or
5. The structure has served as the primary residence for the holder of the expired reservation of use and occupancy contract and the termination of the residency would create an undue hardship on the occupant.⁹¹

DO #53 states when it is in the interest of the United States and an individual park or NPS site, a lease or special use permit can be issued to a former land-owner whose property has been purchased for the creation of a new NPS site, or the addition of land managed by the NPS. While not specifically addressing life tenancy, this DO sets up the conditions under which life tenancy agreements can be arranged between the Federal Government and an individual citizen or group of land owners.

Historic Lease Case Studies

Another resource protection strategy that has been used by the NPS is historic leases. Forty-eight different national parks have granted historic leases over the years. While not all historic leases have been successful and without conflict, several examples are offered below to illustrate how historic leases have been used by different NPS sites as a cultural resource management tool.

In an article published by the National Trust for Historic Preservation, leases of historic federally owned properties were analyzed and case studies were provided for both commercial and residential leases. The first NPS site discussed in this article is Antietam National Battlefield. On that site, a historic family farm was leased to the family for the continued operation of both the farm and a small bed and breakfast—

⁹¹ NPS, “Director’s Order #53: Special Park Uses,” <http://www.nps.gov/policy/DOrders/DO53.htm> (accessed March 27, 2014).

Starting in 1985, the historic Piper Farm inside the Antietam National Battlefield in Maryland was managed under a 56 year historic lease. Under the lease this iconic landscape was farmed as it was in 1862, allowing park visitors to experience the landscape as it felt at the time of the Civil War battle.⁹²

Today, the farm sits empty as the family retired several years ago. However, during its operation as a farm, and bed and breakfast, revenue was generated from farm operations as well as overnight guests which was used to “maintain the farmhouse and lands to meet the Secretary’s Standards for the Treatment of Historic Properties, and to financially support the family that operated the farm and inn.”⁹³ In addition to providing the necessary revenue to cover costs associated with operations as well as preservation, this lease of historic property is a good example of “how placing reasonable limits on public access to some areas of the site resulted in a preservation success.”⁹⁴

Another case study of historic leases being used by the NPS is found on Cape Code National Seashore. The Ryder House on Cape Cod is approached historic leases in a different way—

[The Ryder House is] currently leased under a long term residential lease that does not require public access to the House’s interior. In deciding to authorize this lease, NPS determined that the public interest was sufficiently served with the historic building providing “setting enhancement” for Seashore visitors without the need for public access to the interior. The lease also includes private maintenance requirements whose benefits will accrue to the public. This decision by NPS provides an example that can be applied in other parks where historic buildings are sitting unused because they are not necessary to meet the Park Service’s own program or administrative purposes.⁹⁵

⁹² Thomas J. Cassidy, Jr, Barbara Pahl, Shree Williamson, Elizabeth Merritt, “Historic Leasing in the National Park System: Preserving History Through Effective Partnerships,” National Trust for Historic Preservation, September 2013, 36.

⁹³ Cassidy, “Historic Leasing in the National Park System, 36.

⁹⁴ Cassidy, “Historic Leasing in the National Park System, 36.

⁹⁵ Cassidy, “Historic Leasing in the National Park System, 39.

For the Ryder House case study, the approach for historic leases appeals more to the historic landscape, rather than to the individual historic features and structures. It is not the building itself that holds significance, but the entire environmental context is what is important for park visitors to experience. By serving as a “setting enhancement,” the historic lease of the Ryder House serves as an example of how cultural resources can be seen as more than just a historic structure, but a landscape as well.

Another example of leases taking place within NPS sites is at Lincoln Home National Historic Site in Springfield, Illinois. The Lincoln Home Historic Site includes not only the home in which Abraham Lincoln lived with his family, but also includes a “four-block area” which contains “twelve historic structures dating back to Lincoln’s time.”⁹⁶ One such historic structure is the Shutt House, built prior to 1859. This house is of important historical significance not only because of its architectural significance, but it was also the home of George Shutt in 1860 who was “active in politics of the Democratic party, unlike most of Abraham Lincoln’s politically active neighbors. Shutt supported Stephen A. Douglas in the presidential campaign of 1860.”⁹⁷ The house today is “used as leased office space, and in 2006 housed the Springfield office of U.S. Senator Dick Durbin.”⁹⁸ This property is a great example of how historic properties can be leased for not only residential purposes, but can be used for commercial purposes as well. To use a historic home for office space is not an uncommon sight across the country. The NPS’ use of this building as such creates an active historic site, and is of special note since the office space has been used by state politicians, creating an interesting story of political activity and history in the state of Illinois.

⁹⁶ NPS, Lincoln Home, “Lincoln Neighborhood,” <http://www.nps.gov/liho/lincoln-neighborhood.htm> (accessed 3/20/15).

⁹⁷ NPS, Lincoln Home, “The Shutt House,” <http://www.nps.gov/liho/the-shutt-house.htm> (accessed 3/20/15).

⁹⁸ Ibid.

The final example of an NPS site to have successfully used historic leases is Cape Lookout National Seashore. Several leases held by private individuals have recently expired—three in 2010, one in 2013 and one is set to expire in 2016.⁹⁹ A planning process was begun to determine options for these formerly leased properties, similar to Cumberland Island. The plans include the “intent to provide interpretive tours at five of the sites, while most of the others houses are stabilized, but left vacant.”¹⁰⁰ While plans are being discussed and made, the future for these buildings is uncertain. “Until the planning process is complete and decisions are made regarding how these historic houses will be used and maintained, it seems likely that most of these houses will sit empty and minimally maintained for an extended period.”¹⁰¹ However, there is an example at Cape Lookout National Seashore of a successful cooperative lease at the Henry Piggott House. Under a special use permit, a nonprofit partner, Friends of Portsmouth Island, took “responsibility for restoration and maintenance of the Henry Piggott House,” in order to restore the historic structure and open it up to the public.¹⁰² Cape Lookout serves as an example of how progress towards preservation can still be possible through NPS operations as well as public-private cooperation. Because of the success of the Henry Piggott House restoration and opening, perhaps similar plans will be put into place for the historic village of Portsmouth’s houses, or revenues generated from increased visitors to the park as a whole and the Henry Piggott House can help in the preservation of these historic buildings.

⁹⁹ Cassidy, “Historic Leasing in the National Park System, 44.

¹⁰⁰ Cassidy, “Historic Leasing in the National Park System, 44.

¹⁰¹ Cassidy, “Historic Leasing in the National Park System, 44.

¹⁰² Cassidy, “Historic Leasing in the National Park System, 44.

General Management Plan

NPS land management is at the heart a planning process. The first step in managing a NPS site is the creation of a General Management Plan, which was mentioned in the discussion of DO #2. A General Management Plan (GMP) is

A broad umbrella document that sets the long-term goals for the park based on the foundation statement. The general management plan (1) clearly defines the desired natural and cultural resource conditions to be achieved and maintained over time; (2) clearly defines the necessary conditions for visitors to understand, enjoy, and appreciate the park's significant resources, and (3) identifies the kinds and levels of management activities, visitor use, and development that are appropriate for maintaining the desired conditions; and (4) identifies indicators and standards for maintaining the desired conditions.¹⁰³

Within the GMP, there are several other resource management plans and documents that can be created for a park which address specific management and interpretation needs. The GMP should set a clear and common management direction and philosophy for the individual NPS site to follow. As a part of that direction, it should also create an integrated approach to resource management to avoid conflicting interest. GMPs can specify “management zones delineating areas corresponding to a particular resource or visitor experience.”¹⁰⁴

Other Planning Documents

In addition to a GMP setting aside management zones, resources located within NPS sites are also managed and planned for through other planning documents. These supplementary documents not only support the GMP providing more structured direction, but can act as broad

¹⁰³ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

¹⁰⁴ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

management documents for individual projects. Program Management Plans are one such type of document—

These more detailed documents follow the general management plan and provide program-specific information on strategies to achieve and maintain the desired resource conditions and visitor experiences, including identification of appropriate visitor use where applicable.¹⁰⁵

Another type of management document used is a strategic plans, which “provide 1- to 5-year direction and objective, measurable, long-term goals...These goals are based on the park’s foundation statement; an assessment of the park’s natural and cultural resources; park visitors’ experiences; and the park’s performance capacity...”¹⁰⁶ The goals set out in the strategic plan are long-term goals for which the superintendent of each individual NPS unit is held accountable. To help achieve these long-term goals, implementation plans are also used in NPS management. According to DO #2, “these plans provide project-specific details needed to implement an action in an area of a park and explain how the action(s) helps achieve long-term goals.”¹⁰⁷ Work towards these long-term goals is planned for through the creation of annual performance plans which also includes an annual work plan to guide park efforts as well as the annual goals the NPS site is working towards achieving.¹⁰⁸ Annual Performance Reports are also used as the final step of the planning process and contain “an accounting of annual results in relation to annual goals.”¹⁰⁹

¹⁰⁵ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

¹⁰⁶ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

¹⁰⁷ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

¹⁰⁸ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

¹⁰⁹ NPS, “Director’s Order #2: Park Planning,” <http://www.nps.gov/policy/mp/chapter2.htm> (accessed March 27, 2014).

National Park Service Policy and Legislation

In the years leading up to creation of the NPS, people had long recognized a need for such an entity within the government:

Starting in the 1800s, the scenic natural wonders of the West, places like mineral springs in Arkansas, towering mountains and majestic trees of Yosemite, spouting geysers of Yellowstone, and the arid ruins of Casa Grande, inspired individual Americans to call for their preservation, asking their government to create something called ‘national parks.’¹¹⁰

The first example of this public interest in the creation of “national parks” was when President Lincoln deeded the Yosemite Valley and the Mariposa Big Tree Grove to the state of California. Through his signing of the Yosemite Act on June 30, 1864, the state of California was granted the

“cleft” or “gorge” in the granite peak of the Sierra Nevada Mountains, situated in the county of Mariposa...and the headwaters of the Merced river, and known as the Yosemite Valley, with its branches or spurs, in estimated length fifteen miles, and in average width one mile back from the main edge of the precipice, on each side of the valley...upon the express conditions that the premises shall be held for public use, resort, and recreation¹¹¹

Following the Yosemite Act of 1864, reflecting the feelings of the time, on March 1, 1872 the Yellowstone Act was passed and signed into law by President Grant which declared Yellowstone the nation’s (and the world’s) first national park.¹¹² The Yellowstone Act stated the area known as Yellowstone National Park today “is hereby reserved and withdrawn from settlement, occupancy, or sale under the laws of the United States, and dedicated and set apart as

¹¹⁰ NPS, “Evolution of an Idea,” <http://www.nps.gov/americasbestidea/templates/timeline.html> (accessed January 4, 2014).

¹¹¹ *Yosemite Act*, 16 U.S.C. (1864) § 48.

¹¹² NPS, “National Park Service Overview,” Http://www.nps.gov/news/upload/NPS-Overview-2012_updated-04-02-2013.pdf (accessed January 4, 2014).

a public park or pleasuring-ground for the benefit and enjoyment of the people.”¹¹³ This first national park was put under the “exclusive control of the Secretary of the Interior” who was charged with the “care and management” of 2.2 million acres.¹¹⁴

The Antiquities Act of 1906 was the next piece of legislation that influenced the creation of the NPS. The Antiquities Act of 1906 was passed because of concern by academics, scientific groups, and the public about the prehistoric remains of the southwest. Because of the vast amount of cultural resources, not only in the American Southwest but across the country, it became clear that each site could not be protected through individual legislation. With the passing of the Antiquities Act of 1906, these sites were collectively protected under one piece of legislation which “prevented the unlicensed excavation or removal of any historic or prehistoric ruin or monument or any object of antiquity, situated on lands owned or controlled by the government of the United States.”¹¹⁵ The Antiquities Act also “[authorized] the President to declare by public proclamation, historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest to be national monuments.”¹¹⁶ This part of the Antiquities Act also applied only to lands operated or controlled by the government.

The 1916 National Park Legislation (known as the Organic Act) was born out of the precedents set by the 1906 Antiquities Act. Advocates of the 1916 legislation supported a governing body to control the many national monuments and series of National Parks that had been created, rather than individual sites being controlled by individual organizations. The Organic Act states that

The service thus established shall promote and regulate the use of the Federal areas known as national parks, monuments and

¹¹³ *Yellowstone Act, 1872* 16 U.S.C. (1872) § 21.

¹¹⁴ *Ibid.*

¹¹⁵ *Antiquities Act of 1906*. 16 U.S.C. (1906) §§ 431—433

¹¹⁶ *Ibid.*

reservations hereinafter specified by such means and measures as conform to the fundamental purpose of the said parks, monuments and reservations, which purpose is to conserve the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner by such means as will leave them unimpaired for the enjoyment of future generations.¹¹⁷

As a result of the Organic Act lands set aside for various conservation purposes, managed by various federal agencies were consolidated, so that the NPS began gaining control over lands formerly controlled by other government departments and agencies. One example of this was Chickamauga and Chattanooga National Military Park which was originally created in 1890.¹¹⁸ After its initial creation, the site was used as a training ground during the Spanish American War under management by the War Department. With the signing of the Organic Act, and subsequent consolidation legislation, sites such as the Chickamauga and Chattanooga National Military Park were ultimately became managed by the NPS in 1933. These lands which the NPS gained control over were meant to be preserved for generations to come.

Conclusion

Within the NPS, there are many facets to planning and management for an individual site. In addition to Service-wide policies which include the hierarchy of authority, federal legislation compliance such as Section 106, and the DOs, there are park level management and planning tools as well. Interpretation also has Service-wide requirements, simply that there be an interpretive plan, even though interpretation and education tools and programs vary from park to park as well. These NPS management, planning, and interpretation tools create the framework within which cultural resource management occurs. Interpretation and management of cultural

¹¹⁷ *Organic Act of 1916*. 16 U.S.C 1, 2, 3 and 4.

¹¹⁸ "Saving History for Generations: The Creation of the First Civil War Military Park", *Hallowed Ground*, Fall 2013, Vol.14, no. 3, page 15.

resources go hand-in-hand and both must be taken into account when planning on a large scale, such as service-wide requirements such as the DO's, as well as on the individual park-scale in regard to park management and resource specific planning.

The next chapter of this thesis will be an overview history of Cumberland Island. In this chapter, the guidelines discussed in this literature review chapter will be applied to the history of Cumberland Island. For example, the ownership strategies and planning documents used on Cumberland Island will be discussed in the following chapter. This next chapter will transition to understanding more about the focus of this thesis – Cumberland Island – as opposed to the large scale NPS management and planning.

CHAPTER 3

CUMBERLAND ISLAND OVERVIEW

Cumberland Island is not only the southernmost Sea Island in Georgia, and is one of the largest barrier islands along the Atlantic Coast of the United States.¹¹⁹ Barrier islands stretch from Florida to Virginia. Cumberland Island is 18 miles long and, while its width varies along the coastline, is never more than three miles wide. Often called Great Cumberland to distinguish it from a small adjacent island, Little Cumberland Island, it is almost one-third salt marsh with 13 miles of beach.¹²⁰ As one of the Golden Isles, Cumberland Island is significant for its historic and its significant natural resources. The island “totals 36,415 acres of which 16,850 are marsh, mud flats, and tidal creeks. It is well known for its sea turtles, wild turkeys, wild horses, armadillos, abundant shore birds, dune fields, maritime forests, salt marshes, and historic structures.”¹²¹

Early Settlement

Cumberland Island has been occupied by different peoples and cultures for centuries. The island’s early history is tied with the Timucuan Indians who lived on the island.¹²² Although, the number of Timucua who lived on the island at the time of the arrival of Europeans is unknown, according to Mary Bullard’s book,

Some French comments made in 1568 suggest coastal populations between fifteen and twenty thousand, but the

¹¹⁹ Mary R. Bullard, *Cumberland Island: A History*, (Athens, GA: University of Georgia Press, 2005), 3.

¹²⁰ *Ibid*, 3.

¹²¹ National Park Service. “Cumberland Island.” <http://www.nps.gov/cuis> (accessed 3 March 2014).

¹²² Bullard, 13.

Timucuan population declined when epidemics struck in 1613-1617, 1649-1650, and 1672...after 1650...eastern Timucuan culture was replaced by elements of the Guale culture.¹²³

The Spanish also came to the island in the 1500s, establishing a mission and fort in order to trade with the aboriginal island dwellers. By the early 1700s, the Spanish presence was largely dissolved. After the Spanish, the English took control of the island which was visited by the English General James Oglethorpe. Oglethorpe's goal was to set up defenses along the Georgia coast against the Spanish, who still controlled Florida.¹²⁴ When Oglethorpe came to the island, he "found scattered remnants of the [Spanish] missions and rotting huts abandoned by the Timucuan."¹²⁵ As part of strengthening defenses against the Spanish, Oglethorpe ordered his men to construct a fort where the second Spanish mission had stood. Named Fort St. Andrews, it was intended to intercept any Spanish force approach through the inland waterway and hold it in check until word was relayed to Fort Frederica, the main base of defense [on the mainland].¹²⁶ The site was located "on a hill at the northwestern tip of the island at Terrapin Point," and is described as being "a four-pointed star earthwork, about 65 feet by 130 feet...A palisaded triangular water battery was located at the base of the hill, connected by a covered way with the main fort."¹²⁷ Oglethorpe ordered men to remain on the island to fortify the fort; a small village named Barrimacke was formed nearby to house the troops.¹²⁸ Along with Fort St. Andrews, Oglethorpe ordered a second fort to be constructed for the same defense strengthening purpose. Named Fort Prince William, also known simply as Fort William, it was constructed on

¹²³ Ibid.

¹²⁴ Charles Seabrook, *Cumberland Island: Strong Women, Wild Horses*, (Winston-Salem, NC: John F. Blair Publisher: 2002), 48.

¹²⁵ Ibid.

¹²⁶ Ibid.

¹²⁷ Pete Payette, *North American Forts*, "South Coastal Georgia: Fort St. Andrew" <http://www.northamericanforts.com/East/ga-socoast.html#andrew> (accessed October 12, 2014).

¹²⁸ Payette, *Fort St. Andrew*, <http://www.northamericanforts.com/East/ga-socoast.html#andrew> (accessed October 12, 2014)

the island's south end to reinforce Fort St. Andrew.¹²⁹ However, despite these two fortifications, the Spanish were not deterred and in 1739, the battle of Bloody Marsh began with the attack and destruction of Fort St. Andrews. The Spanish sailed north to Fort Frederica on St. Simons Island, but were defeated and forced south. The Spaniards tried to land on Cumberland again to regroup, but troops from Fort Prince William on the south end fought them and the Spanish troops fled yet again.¹³⁰ Neither of these two forts exist today. Fort St. Andrew, as mentioned above, was destroyed by the Spanish and “not rebuilt, although colonial rangers often used the site afterwards.”¹³¹ The fort was lost, however its exact site was discovered in 2006, with archeological excavations occurring between 2011 and 2012. No trace remains for Fort William.¹³² While on the island, Oglethorpe also constructed a hunting lodge (no longer in existence) and named it Dungeness, a name to be repeated by future Cumberland residents.

Plantation History

After the English forts were decommissioned following the defeat of the Spanish and the end of the Revolutionary War, land on Cumberland Island was used for plantation agriculture; cotton was a staple crop on the island. One such plantation was Dungeness, established by heirs of Revolutionary War General Nathaniel Greene. Granted land in 1785 as repayment for personal financial contributions during the war, Nathaniel Greene came to the island and began plans to build Dungeness as his family's home. However, Nathaniel died in 1786 and Catherine married Phineas Miller in 1796. With her new husband, Catherine Miller constructed Dungeness

¹²⁹ Peyette, Fort William, <http://www.northamericanforts.com/East/ga-socoast.html#andrew> (accessed October 12, 2014).

¹³⁰ Seabrook, 48.

¹³¹ Peyette, Fort St. Andrew, <http://www.northamericanforts.com/East/ga-socoast.html#andrew> (accessed October 12, 2014).

¹³² Peyette, Fort William, <http://www.northamericanforts.com/East/ga-socoast.html#andrew> (accessed October 12, 2014).

on the site of Oglethorpe's hunting lodge, of the same name. Following Greene's family, the island became home to other smaller plantations, worked by slaves owned by families such as Stafford. In 1866, a fire destroyed Dungeness.¹³³ The mansion is described as being a

Ninety-foot-tall dwelling [with] four stories on a high basement...Outside, six Doric-crowned pilasters ran from the top of the basement to the cornice of the roof. A massive flight of steps led to the front entrance, which was faced with hewn granite. The roof was sheathed in copper and crowned by four brick chimneys, two in each end wall, giving vent to sixteen fireplaces¹³⁴

After the Civil War, freedmen (former slaves still living on the island) purchased property on the north end of the Island and established the Settlement at Half Moon Bluff. The freedmen who remained on the island were forced from their former slave quarters when Robert Stafford Jr., a large land owner on the island, burned the slave quarters on his plantation—named Stafford—resulting in another historic resource on the island, today known as the Chimneys. The families who moved to Half Moon Bluff formed their own community and constructed the First African Baptist Church there. Today, the church and many homes still stand; the settlement residents and their descendants are buried in a small cemetery nearby.

Carnegies and Other Island Residents

After the island's plantation period, a large majority of the island became the property of the industrial family, the Carnegies. In 1881-1882, Thomas M. Carnegie the brother of famous Pittsburgh industrialist Andrew Carnegie, purchased two properties on Cumberland Island—Dungeness and Stafford. Thomas M. Carnegie and his wife, Lucy, came to Cumberland Island and built the third structure to use the name Dungeness on the island, on the same location as the

¹³³ New Georgia Encyclopedia, "Cumberland Island," <http://www.georgiaencyclopedia.org/articles/geography-environment/cumberland-island> (accessed February 14, 2014).

¹³⁴ Seabrook, Cumberland Island: Strong Women, Wild Horses, 58.



Figure 3: The Ruins of Catherine Greene Miller's Dungeness, which burned shortly after the Civil War. Source: NPS



Figure 4: First African Baptist Church in the Settlement. Source: NPS



Figure 5: Interior of the First African Baptist Church. Source: NPS

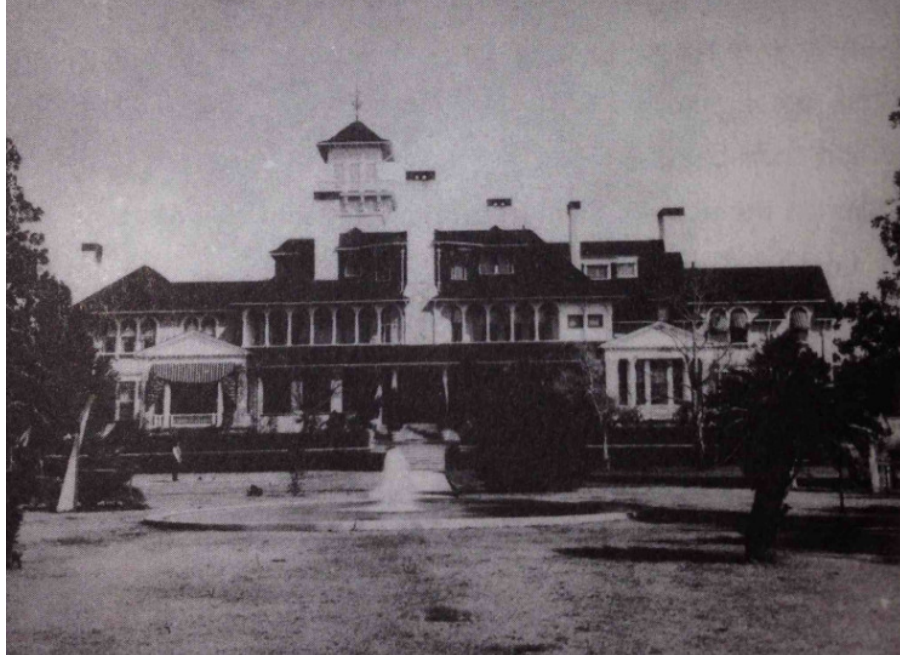


Figure 6: The South Side of Dungeness in the early 1900s. Source: NPS



Figure 7: Dungeness Mansion circa 1950. Source: NPS



Figure 8: The South Side of Dungeness Ruins, Present Day. Source: NPS

previous two incarnations built by Oglethorpe and Greene. Construction of the 59-room mansion began in 1884 and served as a winter retreat for the Carnegie family.¹³⁵

As wedding gifts to her children, Lucy constructed other homes on the island after the death of her husband—the rebuilding of the Stafford Mansion, Plum Orchard, and Greyfield. Plum Orchard was constructed 1898 for Lucy’s son, George and his wife. The Georgian Revival mansion still stands today and is open for tours by the NPS. Greyfield was the next home built by Lucy for one of her children. Built for her daughter Margaret, the home was converted into an inn in 1962; it is still open today and run by Margaret’s descendants. Stafford was the home of the plantation owner, Robert Stafford, mentioned above. Located among the Chimneys, the mansion was rebuilt in 1901.

In addition to the Half Moon Bluff Settlement, other development occurred on the north end of the island. In the late 1800s, a hotel was constructed and operated under several names

¹³⁵ Historic American Buildings Survey, “Dungeness, Cumberland Island, Saint Marys, Camden County, GA,” Library of Congress, <http://www.loc.gov/pictures/collection/hh/item/ga0298/> (accessed March 27, 2014).



Figure 9 Plum Orchard Mansion, Present Day. Source: NPS



Figure 10: Stafford Mansion, Date Unknown. Source: NPS



Figure 11: Greyfield Mansion, Present Day. Source: Greyfield Inn

during its length of operation. Known as the Oriental House, the hotel became more of a success in the 1890s under the ownership and management of William Bunkley. After many years of operation, the Cumberland Island Hotel and property was sold by the Bunkleys to the Cumberland Island Club, which operated the hotel as a hunting club in 1920. However, the club went bankrupt during the Great Depression and sold the property to club member Charles Howard Candler, Sr., the son of Coca-Cola Company founder Asa G. Candler, who then operated the former hotel and club property as a family retreat. By the 1970s, Cumberland Island became of interest to the NPS.¹³⁶

¹³⁶ Bullard, Cumberland Island: A History, p. 252-255.



Figure 12: South Side of the Former Cumberland Island Hotel, Present Day. Source: Katherine Candler



Figure 13: North Side of the Former Cumberland Island Hotel, Present Day. Source: Katherine Candler

Cumberland Island as a National Seashore

Cumberland Island came under the control of the NPS as a result of an invitation extended by the Carnegie family to the NPS to come to the island and conduct a survey and consider Cumberland as a new park. Cumberland Island was not the first coastal area that came under the jurisdiction of the NPS. The creation of other coastal national parks such as Sieur de Monts National Monument in 1916 and Lafayette National Park in 1919, discussed in Dilsaver's Cumberland Island National Seashore: A History of Conservation Conflict, set the precedent for other sites to become part of the National Park System. In 1954 the NPS began surveying the Atlantic and Gulf coasts, looking for new sites to include in the system of national parks. By the time the Carnegie family approached the NPS, the survey quoted above had actually not yet occurred, and it was after much family debate among various branches of the Carnegie family who ultimately became convinced they should consider the NPS as a long-term conservation option for the island. The NPS sent a team to survey the island June 9-11, 1954. Led by Al Edmunds, the team toured the island by air and on the ground.¹³⁷

After the visit, a follow-up team inspected the island four months later. The leader of the trip is quoted as having written "Cumberland Island was an obvious choice [for national seashore status] from the time I jumped into the surf from a Coast Guard boat and waded ashore."¹³⁸ After this follow-up inspection, yet another group of National Park Service representatives visited the island to conduct their own tour of the island on June 18, 1955. This third group was composed of several high-level officials of the NPS, including Director Conrad Wirth. As a result of the team's report, combined with those of the two prior visits, the "Advisory Board on National

¹³⁷ Lary Dilsaver, *Cumberland Island National Seashore: A History of Conservation Conflict*, University of Virginia Press, 2004, 81.

¹³⁸ William Everhart, Dec. 12, 1994. Taken from Dilsaver, 81.

Parks, Historic Sites, Buildings, and Monuments resolved on September 9, 1955, to endorse the acquisition of Cumberland Island as a national park.”¹³⁹

At the time, however, the NPS was not the only entity interested in acquiring the island. The state of Georgia became enamored with the island as a potential state recreation site after having acquired Jekyll Island, which was proving to be an expensive destination that most Georgians could not afford. In 1955, the State legislature sought to obtain Cumberland Island. The Cumberland Island Authority was formed as a group responsible for surveying and investigating the island for the state legislature. Simultaneously, the Carnegie family also began considering a third possibility for the island—titanium mining. The mining use idea discouraged the NPS’s concept of a national park on the island. Despite the mining threat, the NPS continued to investigate and work towards acquiring the island in order to create a national seashore. The NPS maintained contact with Carnegie family descendants, emphasizing their continued interest in creating a national seashore on the island. These discussions had primarily been taking place between the NPS and one branch of the Carnegie family descendants; however the NPS soon began conducting discussions with the Perkins and Ferguson branches of the Carnegie family who owned the southern portion of the island, as well as with Howard Candler who owned much of the north end of Cumberland Island. During this time, the Cumberland Island Authority came to an end, perhaps as a result of the titanium mining threat to the island.¹⁴⁰ This left just the NPS as the sole party attempting to gain control of the island. As a result of this turn of events, the NPS began moving ahead with its plans.

On May 20 [1959], after receiving approval from the Bureau of the Budget and the Eisenhower administration, the agency prevailed upon Senator Richard Neuberger of Oregon to introduce S. 2010, a bill aimed at preserving “not more than three national seashore

¹³⁹ Dilsaver, 81.

¹⁴⁰ Dilsaver, 84.

recreation areas.” The bill left it to the Park Service to determine which three areas...eighteen senators introduced a...bill, S. 2460, that specifically mentioned Cumberland Island as one of the possible seashore areas. Four similar bills also were introduced in the House of Representatives, most mentioning Cumberland Island.¹⁴¹

As a result of the many bills being proposed, the Carnegie descendants, who had formed the Cumberland Island Company, traveled to Washington, D.C. on January 8, 1960 to meet with senior National Park Service officials to discuss the island’s future. At this time, the NPS officials suggested the island become a national seashore, rather than a national park, which would allow for less restrictive uses on the island.

During the discussions other issues about island use and access arose. While issues of recreation and access to the beach and points of interest on the island came up, an issue that both parties agreed on was access to the island. The NPS “reiterated their long-held desire to prevent the construction of a bridge [from the mainland to the island] and suggested that this would control the number of visitors, which the island residents feared could become unmanageable.”¹⁴²

A major obstacle occurred when, in 1968, some of the Carnegie descendants began selling plots of land to developers. One specific sale was a huge blow to the conservation efforts on the island—three Carnegie descendants sold their land holdings to Charles Fraser, developer of the resort complex on Hilton Head Island in South Carolina. The sale totaled a fifth of the Carnegie land holdings on Cumberland Island and Fraser was keen to develop the area similarly to his development on Hilton Head. His plan included the proposal for two entities to manage the island: one being a profit-making corporation, the Cumberland Island Holding Company, and the second being the Cumberland Island Conservancy whose purpose would be management of the

¹⁴¹ Dilsaver, 86.

¹⁴² Dilsaver, 87.

island's natural and cultural resources. While it was clear that Fraser had carefully surveyed the island and researched the standings of not only the Carnegie descendants but others with interest in the island and its conservation, as Fraser's plan became more public, it began facing objections by various environmental organizations. These environmental groups included the Georgia Conservancy and the Sierra Club who on February 13, 1969 held a meeting called "Crisis at Cumberland," and promised to do everything they could to ensure that Cumberland Island became a national seashore.¹⁴³ As a result, the Carnegie heirs, as well as the Clanders, who collectively owned 85% of the island, became concerned with competition over the island and began to back away from Fraser's development plan. With the introduction of a bill on March 4, 1969 in the Georgia House of Representatives, the establishment of a Camden County Recreation Authority was called for, which would be empowered to acquire land on Cumberland Island through condemnation.¹⁴⁴ After this legislative action, the NPS could do nothing but wait and continue its goal of creating a national seashore through maintaining its correspondence with both the owners on the island as well as the environmental support groups. If the proposed bill succeeded, the land on Cumberland Island would be seized by the state of Georgia, which at the time was in favor of Fraser's plan. Fraser's supporters believed his development would provide the state with another resort along the coast, provide jobs in both the construction and management of the site, as well as generate tax revenue. As a result, the land owned by the Carnegies and Clanders on Cumberland Island would be acquired by the state, with no land use rights. The Carnegie descendants, members of the Candler family and their lawyers fought to stop the bill from passing in order to support the creation of the national seashore and maintain their access to the island.

¹⁴³ Dilsaver, 91.

¹⁴⁴ Dilsaver, 94.

As the NPS continued its plan and negotiations for the creation of the national seashore, parts of the puzzle began to fall into place. First, Fraser gave up on his plans for a development on Cumberland Island. Facing financial problems with his Hilton Head, SC development, Fraser began focusing his efforts elsewhere and announced he would sell his land on the island to the NPS. Second, for the island to become a national seashore, the new plan proposed to the state legislature needed approval from not only the land owners on the island, but also “Camden County officials, local congressman Williamson S. “Bill” Stuckey, the environmental community, the state of Georgia, and, ultimately Congress and the president.”¹⁴⁵

Cumberland Island Legislation

Slowly the NPS gained support from all parties and in February 1970, Congressman Stuckey proposed a national seashore bill. This bill, H.R. 15686 outlined the negotiated deal with the island land owners as well as other actions to be taken on the island. This bill, however was greeted with mixed feelings and ultimately was not passed. Yet, on July 15, 1971 Stuckey introduced another bill, H.R. 9589. However, at this point, many of the existing conditions on the island had changed since the first bill had been introduced. Some of the land holders had previously sold their parcels to the National Park Foundation in anticipation of the coming enabling legislation for Cumberland Island National Seashore. These parties negotiated retained rights previous to the legislation as well. Fraser also held a small retained estate and the National Park Foundation now owned land and had optioned other parcels totaling almost three-quarters of the island. Other land holders had waited for the legislation to pass and negotiated their own land-use rights in the following years in hopes of foregoing the eminent domain process through which their properties would have been condemned in order to be added to the land controlled by

¹⁴⁵ Dilsaver, 95.

the NPS on Cumberland Island. This new bill modified some of the negotiated land holdings for the Carnegies and Candler's, shrinking the sizes of the estates and creating life trusts—rights would be retained for the life of an owner or owner's spouse as well as other types of leases. Ultimately, on October 23, 1972 the bill was signed by President Nixon and the Cumberland Island National Seashore was created.

Ten years after the establishment of Cumberland Island National Seashore, the island was designated a wilderness area under the Wilderness Act passed in 1964. Signed by President Ronald Reagan, Law S. 1119 designated a large portion of the island as a Wilderness Area. The purpose of the 1964 Wilderness Act was to set aside areas of land to protect the wildlife living there.

With the establishment of Cumberland Island as wilderness area, its value to the American public expanded. Not only was it noted as an island rich in history and home to important cultural resource and sites, it is also an important natural resource for the country. Because of its designation as wilderness and the need for the NPS to balance all of these management issues including the public's desire to experience the resources, management at Cumberland faced some obstacles.

Conflict on Cumberland

A court case that highlights Cumberland Island's rich and sometimes controversial history is *Wilderness Watch v. Mainella* which occurred in 2004. Wilderness Watch, an organization "dedicated to keeping wild the lands and waters in the 110 million-acre National

Wilderness Preservation System,” brought charges against the NPS stating that their use of motor vehicles on the island to transport visitors to the island was in violation of the Wilderness Act.¹⁴⁶

Wilderness Watch accused the NPS of failing to conduct the process required by National Environmental Policy Act (NEPA). Due to the action taken by the NPS to transport tourists to historic sites, it was possible that there could be an impact on the environment. Therefore, the NPS should have conducted a survey to determine if there were any affects, and if so, if they were negative. In the end, the NPS could have done whatever they chose to in regard to the action as long as it was not in violation of any laws since NEPA is procedural, rather than substantive, meaning the process is required in order to take into account the impact of the action. NEPA has no power to permanently halt a project, but rather can delay an action. Wilderness Watch also charged with NPS with establishing an advisory committee without public notice and participation as required by the Federal Advisory Committee Act? Finally, was the agreement signed after the meetings conducted by the advisory committee considered invalid and unenforceable? Wilderness Watch objected to the arrangement that the NPS had to offer trips to Plum Orchard three times a week and to the Settlement once per month. They argued the Wilderness Act restricts motorized vehicle use within wilderness areas to the minimum necessary for an agency to meet its administrative needs and not for any reason. They argued this prohibits tourists “piggybacking” with the NPS to visit these sites. The NPS argued that the statute allows visitors to ride along with employees as they travel to Plum Orchard and the Settlement to perform administrative and maintenance work on those properties. In the end, the United States 11th Circuit Court of Appeals decided the NPS’s practice of transporting tourists to historic sites through the use of motor vehicles did, in actuality, violate the Wilderness Act.¹⁴⁷ In

¹⁴⁶ Wilderness Watch, <http://www.wildernesswatch.org/> (accessed December 21, 2013).

¹⁴⁷ Wilderness Watch v. Mainella 375 F.3d 1085 (2004).

response to the court's decision in this case, the Cumberland Island Boundary Adjustment Act of 2004 was passed. The purpose of this act was "to adjust the boundary of the Cumberland Island Wilderness to authorize tours of the Cumberland Island National Seashore, and for other purposes."¹⁴⁸ The act states the previous wilderness area designation covered "a majority of the Main Road that runs north and south on the Island as well as the North Cut Road and the Plum Orchard Spur. Because of the inclusion of these principal roads in the wilderness, access to many important historical and cultural resources is severely restricted."¹⁴⁹ As a result, the aforementioned sections of road were removed from the wilderness area to allow NPS staff to travel to sites on the island for management purposes, as well as allowing tours to continue.

Cumberland Island Today

Today, most of the island is controlled by the NPS, with a private hotel, Greyfield (mentioned above) still operating as a bed and breakfast. The island's natural and historic resources are enjoyed daily by both day trippers as well as campers.

In recent years, the NPS has acquired new land and properties through tenancy leases on the island coming to an end. Park visitors today arrive to the island via ferry. Hiking, NPS vehicle tours, and bicycles are the only ways of traveling across the island by the general public. Some historic sites which are open to the public include Dungeness Ruins, Plum Orchard Mansion, and the First African Baptist Church in the Settlement. Plum Orchard Mansion went through a multi-million dollar restoration several years ago, restoring portions of the exterior and interior, allowing the mansion to be open for tours to the public.

¹⁴⁸ *Cumberland Island Wilderness Boundary Adjustment Act of 2004* H.R. 4887 (2004), <http://www.gpo.gov/fdsys/pkg/CRPT-108hrpt738/pdf/CRPT-108hrpt738.pdf>, 1.

¹⁴⁹ *Cumberland Island Wilderness Boundary Adjustment Act of 2004* H.R. 4887 (2004), <http://www.gpo.gov/fdsys/pkg/CRPT-108hrpt738/pdf/CRPT-108hrpt738.pdf>, 3.



Figure 14: Wild Turkeys Walking down Main Road (Grand Avenue). Source: NPS



Figure 15: Feral Horses on Cumberland Island. Source: NPS



Figure 16: Dungeness Lower Gardens and Marsh. Source: NPS



Figure 17: The Chimneys, Former Slave Quarters at Stafford Plantation. Source: NPS

Along with these areas of land open to the public, there are areas of the island which are closed to the general public. Several of the former land owners on the island still maintain life estates on their former properties, which will be discussed in the following chapters.

Conclusion

From its early prehistoric history as a home to Native Americans to its designation as a National Seashore, Cumberland Island has been home to a number of different residents. After Spanish and English colonization, Cumberland became home to wealthy plantation owners, followed by wealthy industrialists as well as freed slaves. Its diverse human population mirrors its wealth of wildlife on the island, all of which led to the designation of the island as National Seashore in 1972, with a large portion becoming a designated wilderness area in 1982. These legal designations both sought to protect not only the historic sites on the island, but the intangible cultural resources, and the flora and fauna of the island. Cumberland's history is filled with many different interested parties, advocates, and defenders from varied backgrounds. Because of the interest of so many parties, both federal as well as private citizens, the island will likely remain a treasured cultural and natural resource, protected for generations to come because of the presence of the NPS on the island. While there were many conflicting parties involved in the designation and opinions differed throughout the process, and even today, the NPS and island residents all have the island's cultural and natural resources' interests at heart.

This chapter's history of Cumberland Island's development sought to create a context for an in-depth look at tenancy in a national park. The following chapters of this thesis will include analysis of the retained rights agreements used on Cumberland Island as well as island resident survey responses. The following analysis will seek to answer the question how are resources,

cultural and natural located within areas of life tenancy planned for, specifically analyzing those resources located within Cumberland Island National Seashore.

CHAPTER 4

RETAINED RIGHTS AGREEMENTS AND ANALYSIS

Cumberland Island is unique in that it uses the term retained rights. This term is used because not only do life tenancies exist on the island, but other types of leases have been used as well, with pre-determined end dates. As mentioned in Chapter 2, Director's Order #35 which allowed for leases of federally owned property became effective January 19, 2001. The retained rights agreements which will be discussed in this chapter range in date from 1970 to 1982. When originally created, there were 20 retained rights agreements entered into between private land owners and the NPS on Cumberland Island. To illustrate this, Figure x indicates the areas designated as retained rights areas. Some leases have expired since 2010. The map illustrates all the areas on Cumberland that were or still are tenancies. Most still operate as life tenancies today.

Cumberland Island General Management Plan

To provide context for when the retained rights agreements were created, the Cumberland Island General Management Plan (GMP) must be discussed. In Cumberland's GMP, park-specific long-term goals and management issues are addressed; for example, issues such as park capacity, transportation issues, and development. In addition to providing a short historical narrative of the park, the GMP also addresses the island's significance, specifically noting the natural resources and landscapes and

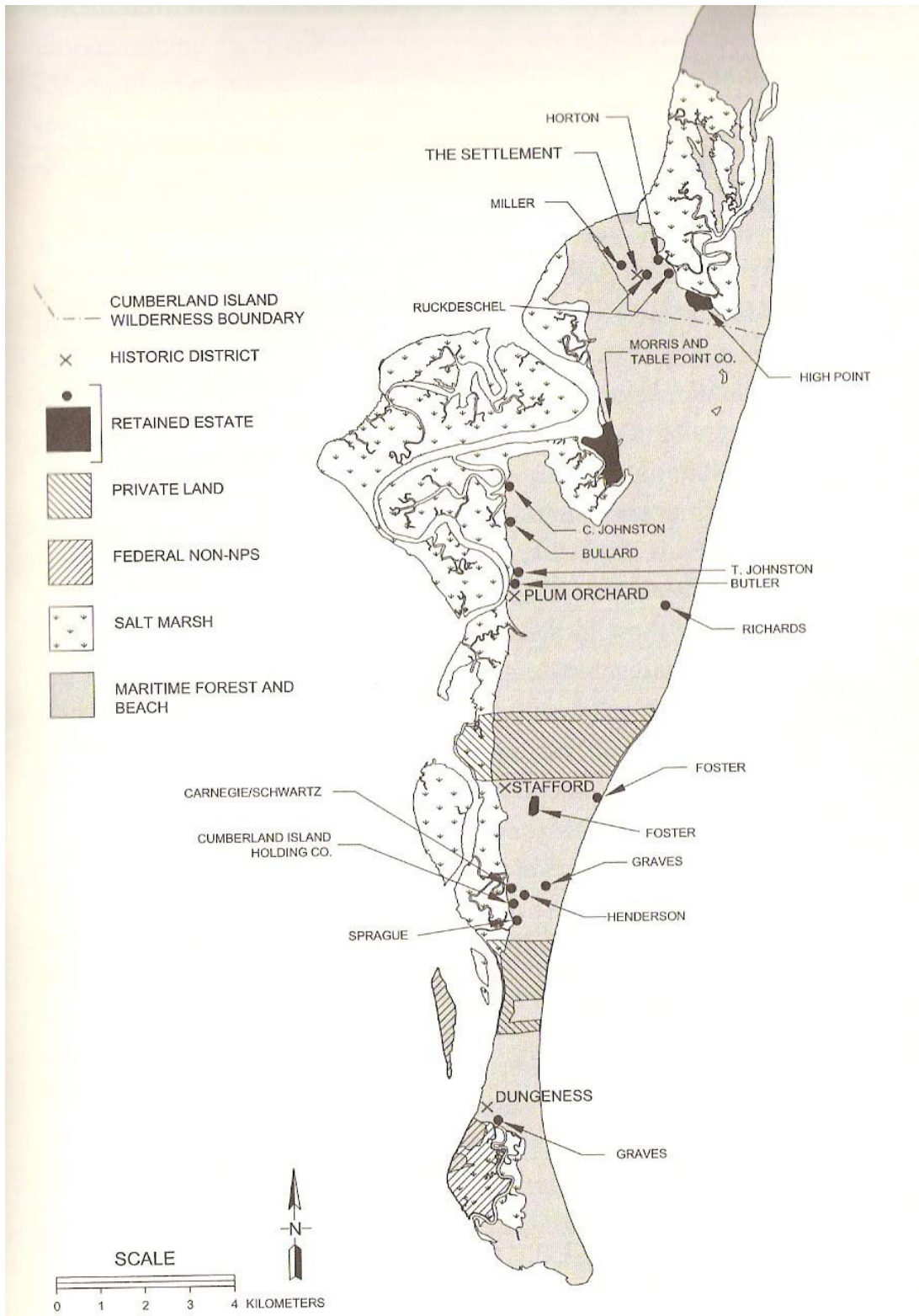


Figure 18: Map Showing Locations of Retained Rights Estates and Private Land on Cumberland Island by 1987. Source: Dilsaver, Cumberland Island National Seashore: a History of Conservation Conflict

potential for recreational activities for visitors. In regard to the retained rights areas, there are several mentions of these in the GMP. For example, in discussing visitor experience and potential interpretive programs, retained rights agreements are mentioned to “have interpretive potential and are of considerable interest. As these areas become available, they will be added to the interpretive program.”¹⁵⁰ The specific properties the GMP considers for interpretation potential are Stafford/Chimneys, Half Moon Bluff Settlement and First African Baptist Church and Cemetery, and Greyfield. Of these, the GMP states—

Stafford/Chimneys: Conducted or self-guided walks could illustrate the historic development of the island, the plantation era, and changes precipitated by the Civil War.

Half Moon Bluff Settlement and First African Baptist Church and Cemetery: A settlement of blacks at Half Moon Bluff, some of whom may be descendants of island plantation workers, has contributed to the cultural history of the island. The First African Baptist Church and other settlement structures could be used to interpret black cultural history on the island after the Civil War.

Greyfield: This historic property apparently will continue as an operating inn for so long as it is in private ownership¹⁵¹

The GMP also states that several reserved rights land holdings “are classified as potential wilderness; however, the properties will not function as wilderness until the leases for these properties have ended. As these lands are acquired and when they qualify, they will automatically be designated as wilderness.”¹⁵² This statement indicates the NPS future plan for several of the retained rights areas on the island, and reflects the requirements of tenancies as stated in DO #53 – “It is the intention of the National Park Service (NPS) when it purchases

¹⁵⁰ NPS, Cumberland Island General Management Plan, U.S. Department of the Interior, 1984, <http://www.nps.gov/cuis/parkmgmt/loader.cfm?csModule=security/getfile&PageID=156639>, 45.

¹⁵¹ NPS, Cumberland Island General Management Plan, U.S. Department of the Interior, 1984, <http://www.nps.gov/cuis/parkmgmt/loader.cfm?csModule=security/getfile&PageID=156639>, 46.

¹⁵² NPS, Cumberland Island General Management Plan, U.S. Department of the Interior, 1984, <http://www.nps.gov/cuis/parkmgmt/loader.cfm?csModule=security/getfile&PageID=156639>, 67.

property, to remove any encumbering structures and restore the site to as close to original condition as possible.”¹⁵³ While the NPS is not purchasing property in Cumberland Island case, new property does come under their control when reserved rights agreements expire. Retained rights areas in the GMP are also noted in the Management Zoning section under “Other Areas Reconsidered,” “Approximately 2 acres at Half Moon Bluff and 54 Acres at High Point, for a total of 56 acres, (on the National Register of Historic Places as part of a historic district) have been excluded as enclaves from the wilderness proposal because the structures reflect ‘the works of men.’”¹⁵⁴ Areas that are today under control of retained rights holders that have special mention in the Cumberland Island GMP are Stafford/Chimneys, Half Moon Bluff, and High Point; with special consideration also given to Greyfield, a private inholding within the national seashore that continues to operate as an inn.

Retained Rights on Cumberland

The retained rights estates on Cumberland Island are defined through individual agreements for each parcel of land. Each agreement is different, varying in ways such as the number of people listed as the retained rights holders, the length of time of the lease (if indicated), size of parcel (in acres), and what types of activities are permitted. Below are summaries of each retained rights agreement, organized in chronological order beginning with the first retained estate established between a family and the NPS. Rather than discuss each individual agreement, overarching themes and issues that arise in the agreements will be discussed in regard to cultural resource management. Please refer to Appendix B for more in

¹⁵³ NPS, Director’s Order #53, 10.6.

¹⁵⁴ NPS, Cumberland Island General Management Plan, U.S. Department of the Interior, 1984, <http://www.nps.gov/cuis/parkmgmt/loader.cfm?csModule=security/getfile&PageID=156639>, 72.

depth notes compiled on each individual agreement. The agreements themselves can be viewed by request from the NPS.

Judgement and Decree from Camden County Superior Court –July 6, 1964 (Case #1667)¹⁵⁵

Many of the retained rights agreements make mention of Case #1667 as part of the reserved rights for the holders. This is a Judgment and Decree from Camden County Superior Court dated July 6, 1964, prior to the Cumberland Island National Seashore enabling legislation. Where this case comes up in the retained rights below is in regard to use of the main dock at Dungeness and the Service Area surrounding the main dock. In Case #1667, the land holders included: Lucy C. Carnegie Rice, Nancy C. Rockefeller, Mary R. Bullard, Margaret C.R. Sprague, Oliver G. Ricketson, Lucy R. Ferguson, Margaret J. Wright, Coleman C. Johnston, Lucy C.J. Graves, T.M.C Johnston, Marius E. Johnston, Jr, Coleman C. Perkins, Margaret P. Laughlin, Thomas M. Carnegie, III, Gertrude Schwartz, Andrew Carnegie, III and Henry Carter Carnegie were granted easement of ingress, egress, and use of the “Main dock at Dungeness...[and]A Service Area surrounding the main dock.”¹⁵⁶ In the following agreements of those listed above that were granted the access easement, this right is removed from their individual reserved land-uses.

Life Tenancies

Many of the retained rights estates as they are called on Cumberland Island, are life estates. Those who hold the life tenancy are listed in the agreements as the retained rights reserver(s). The following are those primary retained rights holders whose agreements are life

¹⁵⁵ All quotes from Case #1667 and retained rights agreements are from Pat Good, “Cumberland Island National Seashore: Summary of Retained Estates,” National Park Service, 1984.

¹⁵⁶ *Judgement and Decree of Camden County Superior Court, July 6, 1984, Case No. 1667, 1.*

tenancies rather than tenancy-for-years: Cumberland Island Properties, Inc., Nancy J. Butler, Thomas M.C. Johnston, Margaret J. Richards, Table Point Co. Inc., Mary r. Bullard, Margaret C.R. Sprague, Thornton Morris, Lucy Foster, Olsen family, Carol Ruckdeschel, James Grover Henderson, High Point Inc., and the Miller family. These make up 14 of the 20 properties leased by the NPS to retained rights holders on Cumberland Island. The other properties are more traditional leases as tenancy for years and will be discussed later in this chapter.

Those properties which are held as life tenancies have deed dates ranging from 1970-1982. Therefore, some of these life estates were established before the Cumberland Island National Seashore enabling legislation was written. In the cases of those properties – Cumberland Island Properties, Inc, Nancy J. Butler, Thomas M.C. Johnston, Margaret J. Richards, Table Point Co. Inc., Mary R. Bullard, Margaret C.R. Sprague, and Thornton Morris – the retained rights agreements were not negotiated between the retained rights holder and the NPS, but rather with the National Park Foundation, to whom they sold their properties in anticipation of the creation of a national park on Cumberland Island. The other retained rights agreements – Lucy Foster, Olsens, Carol Ruckdeschel, James Grover Henderson, High Point, Inc., and the Millers – were negotiated after the enabling legislation from 1973-1982. The final retained rights agreement was dated August 6, 1982 and was for the Miller family, nine years after the Cumberland Island National Seashore enabling legislation.

Tenancy for Years

Those retained rights agreements not mentioned above fall into the category of tenancy for years. This means that the lease had a definitive beginning as well as end date. Of the 20 total retained rights agreements on Cumberland Island, five fell into this category – Cumberland

Island Holding Company, Gertrude Schwartz, Coleman C. Johnston, Lucy C.J. Graves and Lucy Carnegie Sprague Foster. These agreements were all negotiated before the enabling legislation of Cumberland Island National Seashore. Each tenancy lasted for a different period of time, ranging from 25-40 years. These tenancies all ended with 2010, with another ended in 2016.

At the time when most of these leases were coming to an end, these properties were often mentioned in the Jacksonville, FL newspaper, the Florida-Times Union. Because of its proximity to Cumberland Island, residents of Jacksonville are very familiar with the island, hence several stories were published in the months leading up to the end date of the leases. After all the leases ended, the NPS acquired “49.27 acres, five modern houses, two historic structures, and two docks.”¹⁵⁷

One of the retained right holders whose lease ended on September 29, 2010 is Larry Phillips. He is quoted in the Florida-Times Union describing the process of negotiating the deal and moving out

For 25 years, he has known when he would have to move out of his 1200-square-foot home on Cumberland Island and hand the keys to the park service...While most of the property holders have life estate agreements that allow them to remain on the island until their deaths, Phillips could not negotiate a similar deal. Life estates were only offered to individual property owners, he said. He bought his home on a 0.38-acre tract from Sea Pines Co. and he knew he would have to move eventually. ‘We knew exactly what we were getting into,’ he said. ‘It was a deal, and I made it. My time is up.’¹⁵⁸

Phillips was given a 60 day extension to complete his move because of the difficulty of moving his personal property out of the house and off the island via boat. Of the relationship between himself and the NPS, he said “It’s been a good relationship with the park...I’ve never had a

¹⁵⁷ Gordon Jackson, “Moving day on Cumberland Island,” Florida Times-Union, October 4, 2010.

¹⁵⁸ Gordon Jackson, “Moving day on Cumberland Island,” Florida Times-Union, October 4, 2010.

problem with the National Park Service...It's always a sad time to leave what you like...It's not the end of the world."¹⁵⁹

In addition to Philips property, several others agreements also expired in the following months. Gertrude Schwartz had leased her property to Dr. Ben Jenkins for the majority of her lease. He passed away prior to the expiration date, but since the agreement had not been between Jenkins and the NPS, the property remained under the management of Schwartz until the expiration date. The Grange, a 7000 square foot home constructed as the home for Lucy Carnegie's estate manager, William Page, and his wife of the Graves family, is another site whose lease ended in 2010.¹⁶⁰ The Grange, along with the Beach Creek Dock House, are listed in the National Register of Historic Places as contributing features of the Dungeness Historic District. The other historic property that came under NPS control as a result of a lease expiration was the Stafford Beach House, previously owned by the Fosters.

Management of Existing Structures

While most of the agreements do not specifically address the types of built structures that exist within the areas of retained use, many do address the management needs of such areas. With multiple acres being cared for by parties other than the NPS, providing for the ongoing care and maintenance of both the natural and built environments within these areas was a major concern for the NPS and the National Park Foundation when the agreements were being negotiated and drawn up. Those predating the enabling legislation of the national seashore have different priorities than those created after the national seashore was established, yet they all carry with them similar rights.

¹⁵⁹ Gordon Jackson, "Moving day on Cumberland Island," Florida Times-Union, October 4, 2010.

¹⁶⁰ Dilsaver, 41.

Those properties whose retained rights agreements make mention of existing structures include the properties held by Margaret J. Richards, Lucy C.J. Graves, Lucy Foster, Olsens, Carol Ruckdeschel, High Point, Inc., and the Millers. Mentioned above, the Grange is one existing structure which was located on the tract of land held by Lucy C.J. Graves. While not all existing structures mentioned in the retained rights agreements are historically significant, several are and have been listed on the National Register of Historic Places. These include the Grange, Beach Creek Dock House, Stafford Beach House, the home Ruckdeschel lives in located in the Settlement, and several buildings pertaining to the High Point, Inc. compound that previously made up the Cumberland Island Hotel property.

Stafford Beach House is located in the tract of land which was the retained rights estate of Lucy Carnegie Sprague Foster and her family. The terms of this lease are important to note because of the existing home. One important term listed in the lease states “Reservers shall not construct additions to existing structures or construct additional structures.”¹⁶¹ This term was placed in the lease in order to protect the historic integrity of the Stafford Beach House. Similar terms were placed into Graves retained rights agreement which state “Reserver will maintain all improvements existing on 12/15/70 in a good state of repair...and will maintain in force...a fire insurance policy on the improvements existing...”¹⁶² The requirement of fire insurance would also help the families responsible for the maintenance of historic properties on the island to protect, care for, and maintain the properties until the end of their leases. In the case of a fire, an insurance policy would make it possible to complete required repairs in order to restore the structures.

¹⁶¹ Lucy Carnegie Sprague Foster Retained Rights Agreement

¹⁶² Graves Family Retained Rights Agreement

Rights pertaining to management of existing structures located in the retained rights estate belonging to High Point, Inc. are very similar to those mentioned above—they are required to maintain the properties and were allowed to complete repair work, refurbishment, and modernization of existing structures for a period of 4 years after the lease was dated. After this period of time though, the reservers “shall not add to nor materially alter the character of existing improvements or structures contained within the High Point compound,” in order to maintain the historic integrity of the existing structures on the property. Repairs, or reconstructions due to fire or other events, are permitted “so long as the basic character of the building or structures is not materially altered.”

The terms mentioned above summarize the types of requirements placed on the retained rights holders on Cumberland Island in regard to maintenance and upkeep of existing structures. Those of historic significance were of particular concern to the NPS and National Park Foundation, therefore the requirements of maintaining existing character or not allowing for additions to be built were added to the leases.

New Construction

The terms of the life tenancy for the High Point, Inc. compound brings up another issue seen in the retained rights agreements – the permitting of new construction on properties. Leases which mention terms limiting new construction on the property include those held by the Cumberland Island Holding Company, Cumberland Island Properties, Inc, Gertrude Schwartz, Thomas M.C. Johnston, Margaret J. Richards, Table Point Co. Inc., Coleman C. Johnston, Lucy C.J. Graves, Margaret C.R. Sprague, Thornton Morris, and High Point, Inc. The terms which mentioned new construction vary from dictating what type of construction is allowed, the size of

permitted construction, the period during which construction may take place, or the forbidding of any new construction.

For example, High Point Inc.'s lease allowed for work to be done for a period of four years following the date of the deed. After that period of time, new construction would not be allowed and any construction work that occurred on the property was only permitted to be repair work.

The Cumberland Island GMP did not note Margaret J. Richards retained rights property as having potential interpretive value. Therefore, in addition to the requirement of maintaining the pre-existing structures located within the property, the retained rights holders were allowed to construct a new residential dwelling. Richards was given a ten year period of time during which construction of the new single-family residential dwelling was to occur.

The NPS and National Park Foundation limiting new construction on the island was a way to maintain the integrity of the natural and historic resources in these areas. It was the wish of the NPS and National Park Foundation for there not to be ongoing construction and new structures being completed after a certain period of time because of their impact of the natural resources of the island.

Landscape Management

Landscape management is another issue raised in several of the retained rights agreements. The NPS and National Park Foundation wanted to protect the natural and historic resources on the island. Maintaining the coastal, unspoiled landscape was important to not only the NPS, but several island residents. It was this interest in the island's natural resources and

environment which led to the initial selling of property to the National Park Foundation; those former land owners hoped that a national park would one day be established on the island.

This concern for natural resources can be seen in the terms of several retained rights agreements. The majority of the agreements have at least one term or right pertaining to landscape management – Cumberland Island Holding Company, Cumberland Island Properties, Inc., Gertrude Schwartz, Nancy J. Butler, Thomas M.C. Johnston, Table Point Co. Inc., Coleman C. Johnston, Thornton Morris, Lucy Foster, Olsens, Carol Ruckdeschel, James Groer Henderson, High Point, Inc. and the Millers retained rights agreements all make mention in some regard to landscape management.

Some rights included in the Table Point Co. Inc.’s agreement pertain to management of the landscape. These two rights deal with the removal of timber and waste management –

Reserver agrees on behalf of itself, its successors and assigns, licensees and invitees not to commit waste or remove any timber for commercial purposes, and that no timber shall be cut within 200 feet of the western line of the main North-South Road as it exists as of 11/2/70 crossing through Tract 4-N.

Reserver has the right to construct and maintain sanitary disposal facilities of all types, including garbage dumps, to be constructed and maintained in accordance with Federal/State regulations and provided that said facilities will be screened from public view from the main North-South Road as it exists on 11/2/70.¹⁶³

The Table Point Co., Inc. is therefore responsible for maintaining the landscape of their tract of land for the future. Park visitors do not want to be hiking along the Main Road and see piles of garbage or large swaths of trees cut down; and neither is good for the island ecosystem. This is an example of a National Park Foundation agreement prior to the park enabling legislation,

¹⁶³ Table Point Co., Inc. Agreement, 2.

hence planning for the creation of Cumberland Island National Seashore and its assumed tenancy agreements.

The retained rights agreement for Carol Ruckdeschel includes several mentions of landscape management. In one term, not only is construction and maintenance mentioned, but the landscape is as well –

The Reserver shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land without first having obtained the permission in writing of the NPS. Any building or structure damaged or destroyed by fire or other casualty or deteriorated by the elements of wear and tear may be maintained, repaired, renovated, remodeled or reconstructed so long as the basic character of the building or structure is not materially altered.¹⁶⁴

The majority of the land on which the Half Moon Bluff settlement was created is currently owned and managed by the NPS. This includes the historic First African Baptist Church. Therefore, the appearance of the structures on this tract of land is very important to the NPS in order to interpret a collection of buildings to tell the story of African Americans on Cumberland Island. This explains the responsibility of the reserver mentioned above. This desire is seen in another right which states

The Reserver shall keep the grounds of the reserved area in a clean and neat condition and shall maintain all structures and improvements in good repair. The Reserver is responsible for all costs arising out of the reserved area, including all costs of maintenance and repair and all utility charges. The NPS has no responsibility for any charges or expenses in connection with the reserved area.¹⁶⁵

¹⁶⁴ Ruckdeschel Agreement, 1.

¹⁶⁵ Ruckdeschel Agreement, 1.

This right reinforces the previous one which stated the Reserver could make no changes.

Therefore, in addition to not altering the appearance of the existing structures, the Reserver shall be required to actively maintain the appearance and character as well.

The final example of landscape and resource management mentioned in a retained rights agreement comes from the Olsen's agreement. The first right dealing with landscape management in this agreement states

Reserver shall take reasonable care to avoid damage to Federal lands or property through the spread of fire originating on the reserved area, through the spread of sewage or other polluting substances originating on the reserved area, or by any other activities representing a nuisance or hazard to the adjacent or nearby Federal lands or property. No dump of ashes, trash or any unsightly offensive material shall be placed upon the adjacent or nearby Federal land. No live tree shall be cut without the written permission of the Superintendent of the Seashore. Removal of dead, diseased, or injured trees shall be permitted.¹⁶⁶

This right is pertaining to the natural landscape within and adjacent to the reserved right area.

However, because it is being managed by the reservers for the purpose of residential use, the natural landscape also becomes a vernacular cultural landscape, evolving over time through the continued use of the many reservers listed in the agreement.

Easements

Easements of various types are mentioned in every retained rights agreement, whether the easement is held by the NPS on the retained rights holder's property or the retained rights holder is granted an easement over NPS property, or both. .

Ingress and egress is the most commonly mentioned easement in the retained rights agreements. The NPS had to provide a way in which the retained rights holders could exercise

¹⁶⁶ Olsen Agreement, 2.

their rights to use their property. They could not grant exclusive rights and use to properties and then not allow them access to said property. For example, the first reserved right held by the Cumberland Island Holding was that “Reserver has an easement for ingress and egress from the main road for pedestrian and vehicular traffic.”¹⁶⁷ This is important to note because use of vehicles is not permitted for the general park visitor, but rather is reserved for NPS management and interpretation needs only. This and all other retained rights agreements have vehicular traffic mentioned in their agreements. Important to note is that use of the Main Road is mentioned specifically; this is significant because of the wilderness area designation in 1982. Until the Boundary Adjustment in 2004, those with this reserved right were having the right threatened, similar to the NPS’ management and interpretation, since the Main Road ran through the Wilderness Area. With the Boundary Adjustment in 2004, the main road was removed from the Wilderness Area allowing NPS staff to easily travel to management zones and provide tours for park visitors, as well as specified retained rights holders.

Lucy Foster’s retained rights agreement is also important to note because of its mention of air travel as an option for ingress and egress via an airstrip. Several other retained rights agreements make mention of the retained rights holder having access to a hypothetical airstrip, should an airstrip be maintained by the NPS in the future. In the case of Lucy Foster and the other shareholders mentioned in her agreement, there was already an airstrip being maintained and used on the property by the owners.

Reservers have the right of ingress and egress to the properties reserved for the period of the retained estates, together with the right to the continued use, operation and maintenance of the aircraft runway presently located on their land adjacent to the premises conveyed herein, jointly with others so entitled to use said airstrip, at their pro-rata expense for use with the other

¹⁶⁷ *Tract 02-152 & Tract 02-153*, Cumberland Island Holding Company retained rights Agreement, June 5, 1975, p 1.

persons, subject to the right of NPS to substitute other aircraft runways of equal or better quality and comparable utility which NPS may operate and maintain on Cumberland Island for the NPS' use and the non-exclusive use and benefit of the reservers in lieu of the present airstrip, in which event reservers shall discontinue use of their airstrip.¹⁶⁸

This is the first property that had its own airstrip already in use on the island to then negotiate access to it in a retained rights agreement. At the time of negotiation, air travel to the island was common and there was concern that the NPS would not allow the construction of new docks or use of pre-existing ones that would come under control of the NPS. Therefore, the inclusion of the right to travel by airplane to the island was a perceived necessity. Air travel by small, private planes does still occur on the island at the two airstrips that exist on the island, but travel by boat is much more common than it was at that time.

The NPS is mentioned in several agreements as holding easements across properties as well. For example, in Mary R. Bullard's retained rights agreement, there is a right which states "NPS reserves, within the reserved area, at places to be mutually agreed upon by the parties, easements and rights-of-way for public utilities."¹⁶⁹ This is similar to several other agreements in which the NPS maintains easements and rights-of way for public utilities. This maintained right by the NPS could provide for needed utilities and support in the future when the NPS is directly responsible for these properties when the leases come to an end.

Analysis and Conclusion

While most of the agreements do not specifically address the types of built structures that exist within these areas of retained use, many do address the management needs of such areas. With multiple acres being cared for by parties other than the NPS, providing for the ongoing care

¹⁶⁸ Lucy Foster Agreement, 4.

¹⁶⁹ Bullard agreement, 3.

and maintenance of both the natural and built environments within these areas was a major concern for the NPS and National Park Foundation when these agreements were being negotiated and drawn up. Those predating the enabling legislation of the national seashore have different priorities than those created after the national seashore was established, yet they all carry with them similar rights. Those that are found throughout the agreements, regardless of the time of their creation include issues of ingress and egress, construction rights, issues such as the right to access to utilities and easements for such for the reservers as well as the NPS, and caring for the natural environment within and adjacent to the properties. A summary table is provided below to highlight those similarities and differences discovered. This chapter and summary table help to answer the research question how are resources, cultural and natural, located within areas of life tenancy planned for? The responsibilities spelled out in the retained rights agreements on Cumberland Island are the plans set in place for the resources located within the areas that are managed by tenants, rather than the NPS.

Those properties with built improvements located within their boundaries also differ from those where there were no existing improvements. While some of these do carry with them the right of new construction, not all of them do. The similarity between all of these properties, instead, lies with the right to maintain and repair the existing structures. Those areas of retained rights where the existing built improvements are of important historical significance, the agreements state the Reservers must care for and maintain the structures, with no changes to appearance or additions to be completed within permission from the NPS.

In the following chapter, some of these individual retained rights areas will be addressed in terms of what types of resources are located within their boundaries and the significances they hold to the retained rights holders.

Primary Retained Rights Holder	Deed Date	Life Tenancy	Lease	Length of Lease	Existing Structures	Historic Structures Management / Limits to Existing Structures Alteration	Rights Limiting New Construction	Landscape Management Rights	NPS Easement	Reserver Easement
Cumberland Island Holding Company	6/5/1975		X	40 yrs			X	X	X	
Marius E. Johnson	10/6/1970									X
Cumberland Island Properties, Inc.	10/8/1970	X					X	X	X	
Gertrude Schwartz	10/8/1970		X	40 yrs			X	X	X	X
Nancy J. Butler	10/9/1970	X						X	X	X
Thomas M.C. Johnston	10/9/1970	X					X	X	X	X
Margaret J. Richards	10/9/1970	X			X		X		X	X
Table Point Co. Inc.	11/2/1970	X					X	X		X
Coleman C. Johnston	12/11/1970		X	36 yrs			X	X	X	X
Lucy C. J. Graves	12/15/1970		X	40 yrs	X	X	X		X	X
Mary R. Bullard	4/12/1971	X							X	X
Margaret C.R. Sprague	4/12/1971	X					X		X	X
Thornton Morris	7/2/1971	X					X	X		X
Lucy Foster	7/9/1973	X			X	X		X	X	X
Lucy Carnegie Sprague Foster	1/2/1975		X	25 yrs						X
Olsens	7/25/1977	X			X	X		X		X
Carol Ruckdeschel	2/28/1980	X			X	X		X		X
James Grover Henderson	8/24/1981	X						X		X
High Point, Inc.	1/20/1982	X			X	X	X	X		X
Millers	8/6/1982	x			X	X		x		X

Table 1: Summary Table of Retained Rights Agreements Displaying Similarities and Differences

CHAPTER 5

RETAINED RIGHTS SURVEY AND ANALYSIS

Building on Chapter 4, which discussed the individual retained rights agreements by property, this chapter introduces a survey of retained rights holders that was administered. The survey content is described and the results are examined emphasizing individual experiences and opinions of some of the Cumberland Island retained rights holders.

Background research for this thesis included the definition of life tenancy, how it fit into the NPS land use management process, and examination of individual retained rights agreements on Cumberland Island. Reflecting on that research and finding that specifics on types of cultural resources that might be on the properties wasn't evident, it was deemed useful to gain input from retained rights holders on a variety of topics. Hence, a survey with questions pertaining to life tenancy and types of resources located within boundaries of the properties was crafted to gather such information.

Survey Goal and Content

The goal of the survey was to gather data from Cumberland Island retained rights holders about their experience in the creation of the life estate agreements, types of resources located within their leased property boundaries, their management of said properties, and their relationship with the NPS and park visitors on Cumberland Island.

The purpose of this survey was to gather first-person accounts, historical information, and opinions about the parcels of land belonging to certain families as well as Cumberland's developmental history. The questions asked were decided upon by looking at land use issues and timelines of the island.

To garner people's experiences with the creation of the agreements, questions were crafted about the individual's experience or their family's experience with the creation of the retained rights agreement. For example, questions were asked about when the process began, whether the respondent was directly involved, and what their family connection/history with the island.

As one of the subtopics of this thesis is to determine interpretive potential of cultural resources that exist on retained rights holders leased properties, and to date no other research had revealed details of what actually existed on the properties, the survey was fairly specific in asking about the number of homes on the property and their construction dates, what auxiliary buildings existed if any, and what other small scale features such as fencing existed on the property.

Regarding their management of the leased property questions were asked about additions to residences, additions made to residences, new construction undertaken on the property, previous land uses on the property, and previous uses for structures on the property.

Finally, a series of questions regarding the retained rights holders relationship with the NPS was included to gather data on cooperation in dealing with historic properties. The intent of these questions was to define a frame of reference as to what may occur to these properties, under NPS direction, after the agreement expired.

Survey Methodology

The first task undertaken was crafting the survey questions. Questions within the survey dealt with issues such as the types of resources located on individual properties, the process through which the agreement was negotiated, and their current presence on the island. The questions were tested by a group of volunteers from peers and family members of the author of this thesis. Suggestions and edits were made in order to clarify questions in a way to gather as much valuable data as possible.

Extra space was provided for respondents to elaborate more on certain questions, should they require the extra room or want to add additional comments.

The second task was to obtain contact information for retained rights holders to whom I would send the survey. To do that, I identified retained rights holders from the Camden County public tax records. I did this by looking at who was paying taxes on the various properties on the island, a requirement of the retained rights agreements, and therefore a list of those holding property rights on the island. This identified approximately 20 people. This number was then the criteria for my survey sample size. Any details regarding the content of the parcels of land were also gathered from this source.

Because the survey was going to be administered to human beings, the third task was to interact with the UGA Institutional Review Board whom reviewed my work and approved it moving forward. As such, the identified contact information was used to address the survey and mail it out to participants.

The next task was to mail out the surveys and await the responses. The survey was mailed out January 6, 2015. Follow up surveys were sent on February 20, 2015. Data analysis began in March, 2015 after all survey responses had been received. Hence the entire survey

period was three months in the Spring of 2012 – January through March. Because the time in which survey responses were accepted was limited, an introduction letter was included with the survey packet explaining this time limit to survey participants, along with a follow-up letter asking surveys to be returned.

Upon receipt of the surveys, the final task was analysis which is discussed later in this chapter.

Delimitations and Limitations of Survey

During the process of crafting the survey, some delimitations were set so that the goals and information gathered did not become too large to complete. One delimitation was limiting the number of people asked to participate in the survey to Cumberland Island retained rights holders. Similar life tenancies do exist in other National Parks, however it was deemed necessary to limit the survey to one NPS site in order to better compare and contrast survey responses for a specific place. Cumberland Island is unique in its use of the term retained rights, and each retained rights agreement is unique to an individual property. It was this complexity and existing differences between agreements that led to the decision to limit the survey participants to this population. Another delimitation for this survey that was set was the length of the study. Survey responses were only gathered during the spring semester of 2014, which could have had an effect on the amount of survey responses received. Had the study lasted longer, it is possible that other responses could have been received.

Limitations are elements which the researcher has no control over. In this study, there were some also some limitations. For example, the results of the survey were limited to the responses submitted. Further, because the sample used for the study was limited to those with

retained rights on Cumberland Island, the results and their analysis can not apply to a larger population of life tenants within NPS sites.

Survey Results and Analysis

Of the twenty surveys that were mailed, five responses were received, a 25% response rate.. Four were completed survey forms, and information on the fifth parcel was received through a book penned by the Reserver of the property, Mr. Thornton Morris. Within his book, he discusses all the information the survey sought to collect, hence the information from Mr. Morris' book was transferred to a survey form by this author on his behalf.

Another survey participant which is of special note is James Rockefeller, a descendant of Andrew Carnegie II. It is important to make special mention of Mr. Rockefeller's responses because of the parcel his family owns is held fee-simple. This means the property in question is not a life tenancy or tenancy-in-years, as other properties that have been and will be discussed in this thesis. This explains why some questions were not answered by Mr. Rockefeller, specifically in regard to when talks began with the NPS about retained rights. However, Mr. Rockefeller was sent a questionnaire and his responses are included in the collective survey responses. His insights offer information regarding the types of cultural resources located on Cumberland Island, therefore providing a larger context to analyze how the NPS handles other cultural resources that are held within the retained rights areas.

The complete questionnaire that was mailed to survey participants is included in the appendix, as well as copies of all five completed surveys. This chapter will seek to further identify more detailed information on kinds of resources on properties as review of retained

rights agreements did not give much detailed information about the specific resources. The questions posed to survey respondents were as follows¹⁷⁰

1. In your own words, please describe how you/your family came to hold property on Cumberland Island?
2. Please describe the location of your retained property; check all that apply:
3. When (what year?) did discussions begin between your family and the National Park Service to create your retained rights agreement?
4. Were you a part of that discussion or was it a relative?
5. If you were involved, how much had you participated in the discussion?
6. Is your retained rights agreement bound by a specific date, or is it a life tenancy?
7. If a specific date, when does the retained rights agreement end?
8. If life tenancy, how is that defined?
9. How do you travel to Cumberland Island?
10. How do you travel while on the island?
11. How many homes are located within the property boundaries?
12. Please fill out the following table for each house on your property. If more than 10 homes exist, please continue the pattern by writing in the additional information in the space provided below the table. (Year Built and by Whom are indicated in the table)
13. Please select all the following supporting structures located on your property; if more than one of each, please indicate the number of each on the line adjacent to the type of structure.

¹⁷⁰ A copy of the survey is provided in Appendix B, where answers to multiple choice questions are also visible. Only the questions are provided here.

14. Please fill out the following table regarding supporting structures. If more than two of each type of structure exists on your property, please write in the information in the space below. (Year Built and by Whom are indicated in the table)
15. Is your property bounded by a fence? If so, what kind?
16. Please fill out the following table regarding fencing (Year Built and by Whom are indicated in the table)
17. For what purpose would you say the fence was built on your property? Please check all that apply.
18. What types land uses have occurred on your family's property? Please check all and indicate which is the current use
19. Have any buildings on your property been adaptively reused? For example, has a former barn or carriage house become a home?
20. How many people share this property?
21. Do you have a full time caretaker on your property to care for the property on a daily maintenance basis? (Y/N)
22. Have any additions or major renovations been done to homes?
23. Do you know any Park Rangers/NPS Staff? (i.e. do you keep in contact with them, know them by their first names, etc)
24. How often do you discuss issues facing Cumberland Island with National Park Service employees, casually or formally?
25. Do park service employees come onto your property on a regular basis?
26. If yes, why? Please check all that apply.
27. Do park visitors come onto your property on a regular basis?

28. If yes, why? Please check all that apply.

Locations

The topic of location of property was one which repeatedly came up while reviewing the answers to the survey questions. As such, the following question was put together to address this topic. Please refer to Appendix C for a copy of the full survey, along with answer options. The questions asked stated “Please describe the location of your retained property; check all that apply.”

The answers options which were given for this question included not only a geographic location, such as North End, but also asked about natural features – marsh, forested, etc. This questions was asked in order to get a sense of location of the property. Of the completed surveys received, the locations of retained rights parcels vary and are quite spread out across the island. Three of the parcels are located towards the North End—Millers, High Point, and Morris (Morristown as the area is called in his book). The other two parcels belonging to Mr. Whit Foster and James Rockefeller, Carnegie descendants, are located further south on the island. All of these parcels do carry some characteristics in common. They are all described as being water-front, most of which have a further indication of being located adjacent to the marsh. Interestingly, only one response indicated an isolated location for the property—High Point. However, based on the Fig x map , High Point is in fact not located very far from retained areas of the Olsens, Millers and others located on the North End; the Millers being located near the Half Moon Bluff Settlement, Morristown located in close proximity to Table Point Co.’s retained area and the various Carnegie descendant properties belonging to Rockefeller and Foster are largely concentrated within close proximity to other tracts of land reserved for their extended

family. It seems the natural characteristics of the island create the impression of isolation—large oaks trees, marsh grasses, etc.

Survey Responder Backgrounds

An important part of this survey was to establish who the responses were coming from and what properties were being analyzed with the survey data. Knowing the family history or connections to the island would help with the analysis. Therefore, the questions asked were

In your own words, please describe how you/your family came to hold property on Cumberland Island?

When (what year?) did discussions begin between your family and the National Park Service to create your retained rights agreement?

Were you a part of that discussion or was it a relative?
If you were involved, how much had you participated in the discussion?

Is your retained rights agreement bound by a specific date, or is it a life tenancy?

If a specific date, when does the retained rights agreement end?

If life tenancy, how is that defined?

How many people share this property?

The answers were varied and helped to add to the understanding of the history of the island. Two responses came from descendants of Andrew Carnegie, while the other three responses were from non-Carnegies hence offering insight into how other families came to the island. Larry Miller noted, “My grandfather and great grandfather were born on the North End of Cumberland, thus I was handed down property and the home place. My great aunt was Post Mistress of Bunkley, GA.”¹⁷¹ Often the history of Cumberland Island is centered on the

¹⁷¹ Larry Miller Survey Response, 2014, 1.

Carnegies, but the residents of the other areas of the island, especially the North End, have their own connections to the island. Glenn Warren, representative for the Candler Family who formed the shareholders for High Point Inc., noted the Atlanta, GA family came to the island originally as members of the Cumberland Island Club, a hunting club that had opened on the former site of the High Point Hotel, where the High Point Compound is located today. In 1930, the Cumberland Island Club fell into financial problems and Howard Candler Sr. purchased the property and buildings as a family retreat. Mr. Thornton Morris first came to Cumberland Island as a lawyer in the employment of Mrs. Lucy Ferguson, a Carnegie descendant looking for help with tax returns for Greyfield. After working for the Fergusons for many years, Mr. Morris met other members of the extended Carnegie family, becoming good friends with Mr. Coleman Perkins. When many of the Carnegies decided to sell their land to the National Park Foundation in hopes of the creation of a national park in the future, Mr. Perkins offered Mr. Morris a home-site on the island as well, resulting in Mr. Morris negotiating a retained rights agreement. In his book, *Cumberland Island: A Place Apart*, he writes, “It was when he decided to transfer his land to the NPS that Coley asked me whether I would like to take the opportunity to obtain a home-site on Cumberland. I jumped at the idea and he showed me the tract he had in mind.”¹⁷²

Although few, those who responded to the survey seem to reflect the breadth of retained rights holders on Cumberland Island. Two of the respondents are descendants of Andrew and Lucy Carnegie. Two respondents, not descendants of the Carnegies, are long-time residents of the island, both from the North End. Only Mr. Morris does not have a long-time family connection to the island, but has been coming to the island as a resident, guest, or employee for over 40 years. The terms of each property, whether there is a retained rights agreement or not, is discussed above. However, in summary, each property except for Mr. Rockefeller’s does have a

¹⁷² Thornton Morris, *Cumberland Island: A Place Apart*, (Atlanta, GA: CIC Publishers, 2008), 53.

retained rights agreement which states the property is leased under a life tenancy. The Rockefeller family's property is owned fee-simple.

The question "How many people share this property," was also asked in order to gather information about how populated is that part of the island. While not every person would be on the property at the same time, to know how many family members have access to the property could be helpful in determining the potential upkeep or attention given to the ongoing maintenance of the property. However, while the number of family members who share the property may be low, this does not mean that constant attention is not given to the property and its resources either directly by family members, their guests, or a hired caregiver. Therefore, the question "Do you have a full time caretaker on your property to care for the property on a daily maintenance basis?" was also asked. Mr. Morris stated in his book and his interview that his property is shared with his immediate family, making the total amount less than ten people. However, he makes mention of several caregivers who he has hired to help with the maintenance of the property. Mr. Miller stated that less than ten people shared the property, and they did not have a full time employee maintaining the property. Mr. Warren, in his response, stated that the number of family members who shared the property was over forty people and they had more than one hired caregiver for the property. Mr. Rockefeller stated that less than ten people shared the property and they had more than one hired caregiver maintaining the property on a daily basis. The final response, Mr. Foster, stated the number of people who shared the property was less than ten and they did have a full time hired caregiver to maintain the property.

Land Use

In reviewing the answers to the survey questions, the topic of land use was repeatedly coming up in a variety of questions, as such the following questions were put together to address this topic:

How do you travel to Cumberland Island?

How do you travel while on the island?

What types land uses have occurred on your family's property?
Please check all and indicate which is the current use.

Ingress and egress are important issues mentioned frequently in the retained rights agreements, as well as transportation on Cumberland Island. Because of this, it was a goal of the survey to learn how ingress, egress, and transportation are achieved today and if it meets the intent of the original retained rights agreements. Question 9 asked “How do you travel to Cumberland Island.” In his book, Mr. Morris mentions several boat trips to and from the island; other survey responses varied. Mr. Miller indicated two methods of transportation—private boat and the NPS ferry from St. Mary’s. Mr. Warren indicated private boat was the most commonly used method of transportation to and from the island. The author of this thesis has seen first-hand the use of private plane by visitors to High Point. Mr. Rockefeller indicated the same two methods of transportation as Mr. Warren, private boat and airplane. Finally, Mr. Foster mentioned two previously unmentioned methods of transportation, the Greyfield Ferry and Private Charter Boat.

In regard to transportation on the island, Question 10 asked “How do you travel while on the island?” The methods of transportation found in all the survey responses and Mr. Morris’ book are walking and cars. In addition to these two methods of transportation, Mr. Morris makes mention of the use of motorbikes on the island; in the telling of a story about his dog, Mr. Morris

states that his dog “enjoyed riding in a milk crate on the back of my motorbike and quite often I found him sitting there, waiting for me to take him for a ride.”¹⁷³ In addition to motorbikes, Mr. Morris also recounts several stories of riding horses on the island, “After finally catching the horses, feeding a bit of sweet feed, and leaving the girths loose for final tightening right before mounting, I had the horses ready to go...”¹⁷⁴

Another commonly mentioned method of transportation on the island is the use of bicycles; of the survey participants all but Mr. Warren mentioned bicycles as a mode of transportation. ATVs were also mentioned by both Mr. Warren and Mr. Miller as a way to travel about on the island.

Question 18 asked “What types of land uses occur on your family’s property?” All the survey participants indicated the primary use to be a secondary/vacation home. However, Mr. Morris, in his book, has stated that rather than a secondary home, Cumberland Island is his permanent place of residence. He mentioned that in 2000 he began construction of a new home on his property and “after about a year into construction, I found myself moving my legal residence to Cumberland Island.”¹⁷⁵

National Park Service Presence and Relationship

Several questions on the survey pertained to the presence of the NPS on the island, the formation of the national seashore, and the retained rights holders’ relationship with the NPS.

The questions asked which dealt with this topic were:

Do you know any Park Rangers/NPS Staff? (i.e. do you keep in contact with them, know them by their first names, etc)

¹⁷³ Morris, 104.

¹⁷⁴ Morris, 133.

¹⁷⁵ Morris, 126.

How often do you discuss issues facing Cumberland Island with National Park Service employees, casually or formally?

Do park service employees come onto your property on a regular basis?

If yes, why? Please check all that apply.

Do park visitors come onto your property on a regular basis?

If yes why? Please check all that apply.

Question 3 was in regard to when discussions began with the NPS about retained rights agreements; it asked “When (what year?) did discussions begin between your family and the National Park Service to create your retained rights agreement.” All but Mr. Morris were either themselves or their parents, land owners prior to the creation of the national seashore and sold their properties in return for retained rights. All stated in the survey responses that discussions with the NPS began in the early 1970s (1970-1972) which is directly prior to and at the time of the passing of the enabling legislation for the national seashore. Mr. Morris also began discussions at that time, but was receiving his property at that time as well. As a lawyer, he helped to represent and draft agreements for several families on the island and has stated the families were eager to begin conversations because of the possibility of the use of eminent domain by the NPS. At the time, this was a common acquisition strategy for the creation and enlargement of federal lands such as national parks and the retained rights agreements were seen as a way to ensure the continued use and enjoyment for a minimum of 30 years (in the case of the Cumberland Island retained rights agreement).

Of these five responses, only two were directly involved in the discussions with the NPS in regard to retained rights, the others stated that their parents and other older members of their families were involved. Mr. Whit Foster and Mr. Glenn Warren stated it was their parents’

generation who were involved. Mr. Rockefeller, Mr. Morris and Mr. Miller were involved directly in the discussions pertaining to their properties.

Several questions were asked about relations between the retained rights holders and the NPS as well as general park visitors. Question 23 asked “Do you know any Park Rangers/NPS Staff?” All the respondents stated they did know some NPS staff, with most mentioning the superintendent or other long-standing park employees—John Fry and Renee Noe. The two that did not mention park staff by name were Whit Foster and James Rockefeller. Question 24, asked “How often do you discuss issues facing Cumberland Island with National Park Service employees, casually or formally?” All survey participants answered they only spoke with NPS employees “As needed, when an issue arises dealing with the island and safety.” The other options were “Check in a few times a year,” “Whenever you are on the island,” “Frequent updates, such as once a month,” and “More than once a month.” In Mr. Morris’ book, there is little talk of the NPS, except for discussing the years leading up to and initial period of creation of the national seashore. Therefore, the same answer as given by the survey participants can be assumed.

In many of the retained rights agreements there was discussion about both exclusive use of the property by the retained rights holders as well as the NPS being granted an easement on several pieces of property for the creation of trails, utility construction, and other infrastructure needs for the island. Because of these two rights discussed in several agreements, Question 25 asked “Do park service employees come onto your property on a regular basis?” The goal was to determine if the NPS had in fact used the easements granted for public works. The answers were split evenly between yes and no. Those who answered yes gave the reasons of “invited onto property” and “park service needs to come through to access another part of the park.” Mr. Whit

Foster marked both of the aforementioned reasons for why NPS employees come onto the property, while Mr. James Rockefeller only gave the reason “invited onto property.” Mr. Miller and Mr. Warren both answered no to the question. All of the survey participants also answered no to Question 27, which asked “Do park visitors come onto your property on regular basis,” so the right of exclusive use found in the retained rights agreements is being enforced in some way, most likely through the creation of fences around the property boundaries. Two of the survey participants answered there was a fence or wall of some type around the properties. Mr. Warren answered there was a barbed wire fence which surrounded the High Point Compound, while Mr. Foster marked the option of a tabby/brick wall was used to surround Stafford. The other two participants indicated there was no fence on their property, and there is no mention of fencing at MorrisTown either. The reasons for the creation of the fences at the two sites that do indicate them vary; both survey responses indicated the fences were constructed to keep wildlife out. However, Mr. Warren also marked some other reasons for the creation of the fence; he stated the fence was originally constructed to fence in livestock, but today is used to keep park visitors out and to set his property apart from the rest of the island. Many of the retained rights agreements make mention of the retained rights holder having exclusive use of the property, which would explain the lack of NPS visits to properties without NPS easements across them. This would also, in turn, explain the lack of interpretation of the retained rights areas. While there are some educational panels in the small museum on the island along with information at the NPS headquarters at both Sea Camp and in St. Mary’s, park visitors are unable to visit and experience historic and natural resources that are within the boundaries of retained rights areas.

Resources on Properties

A goal of this survey was to discern what types of cultural resources are located within retained rights areas on Cumberland Island. Therefore, several questions were asked on the survey which pertained to the topic of cultural resources. The questions asked were

How many homes are located within the property boundaries?

Please fill out the following table for each house on your property. If more than 10 homes exist, please continue the pattern by writing in the additional information in the space provided below the table. (Year Built and by Whom are indicated in the table)

Please select all the following supporting structures located on your property; if more than one of each, please indicate the number of each on the line adjacent to the type of structure.

Please fill out the following table regarding supporting structures. If more than two of each type of structure exists on your property, please write in the information in the space below. (Year Built and by Whom are indicated in the table)

Is your property bounded by a fence? If so, what kind?

Please fill out the following table regarding fencing (Year Built and by Whom are indicated in the table)

For what purpose would you say the fence was built on your property? Please check all that apply.

The first question in regard to this issue was Question 11, which asked “how many homes are located within the property boundaries?” In addition to indicating the number of houses, a table was also provided for the survey participant to indicate when the house was built and by whom it was built. Mr. Miller indicated there was one home on the property which had been constructed by him. He did not mark the year in which the home was built. Mr. Rockefeller indicated there was one home on his retained use area, as well, with this house being constructed in 1972. Mr. Warren indicated that there were more than five homes located within the High

Point Compound and filled out the table accordingly. In total, eight homes were described in his survey response. The first home was the Old House or Hotel, built by the Bunkley Family, in 1880; the second was the New House which was built between 1940 and 1964, by members of his family, but more than two generations before him. The next few homes described in the survey are less than 50 years old and therefore have not yet reached an age of historic significance; these homes were mostly built between 1972 and 2002, with one home being built since 2003. Mr. Foster indicated on his survey that there were two homes located on the retained rights area. The first is Stafford which was constructed in 1890 by Lucy Carnegie; the second home is known as the Chimneys and was constructed by Lucy C. Rice in 1940. Mr. Morris stated in his book that he “did not begin to build my house until 1974.”¹⁷⁶

In addition to asking about homes located within the retained rights areas, the survey included a similar question and table for participants to answer and fill out in regard to outbuildings and supporting structures (Questions 13 and 14). Mr. Morris, in his book, makes several mentions of the construction of garages and stables on his property. Mr. Miller indicated on his survey that he had constructed a barn, two garages, and a dock during his lifetime. Mr. Rockefeller indicates the existence of a garage, workshop and dock, but did not indicate when these were built. The same occurred with Mr. Foster, who indicated that a garage did stand on the property, but no date was given. Mr. Warren provided many details in regard to the outbuildings located within High Point. It is home to several outbuildings, many of which date back to when the property originally operated as a hotel and private club. The first outbuilding he indicated was a water tower, which was constructed between 1900-1940; a garage was also built during this same time period. The next outbuilding is not located within the boundaries, but was used by residents of High Point since its construction before 1900—Cumberland Wharf. Today,

¹⁷⁶ Morris, 60.

the wharf is in ruins, but is still mentioned in NPS documents in regard to the visitor tours to the North End of the island. There was another period of heavy construction within High Point from 1940-1964; during this period, according to Mr. Warren, a garage, Brick Kiln Dock, and Willow Dock were constructed. The final garage on the property was constructed between 1972-2002.

Small scale features were also asked about in order to provide more information about the cultural landscapes in question. Fencing was deemed an important small scale feature to ask about; a similar table to the ones pertaining to buildings were provided where the question of when and by whom was the fence built was asked. Also, the question “For what purpose would you say the fence was built on your property?” Of the properties that had fencing, both had historic fencing in existence on the property. At High Point, the fencing was a barbed wire fence and Mr. Warren stated the fence was originally put up to keep livestock inside the property. However, the fence is used today to keep park visitors off of the property by setting the property aside from the rest of the island. According to Mr. Rockefeller, the fencing that exists at Stafford is a tabby and brick wall. However, while the material is historic, the only purpose mentioned by Mr. Stafford for the fence was to keep wildlife out.

A question which was mentioned earlier in this chapter, “Please describe the location of your retained property; check all that apply,” not only can be applied to the topic of location, but also the topic of resources. In addition to a geographical location, natural features were also asked about in this question. For example, Mr. Morris, in his book, speaks at length of the construction process for his home and talks about clearing land for his property. However, he also mentions in several places that the property is very forested and looks out onto the marsh. These natural resources, in addition to the buildings constructed on the property, are also the responsibility of the property owner and need to be cared for and maintained. Mr. Warren, Mr.

Miller, and Mr. Foster also all mention their properties being forested and located near water, either marking waterfront or marsh-side as a location option. These natural resources are important to the ecosystem of the island as well as its aesthetic value. In the majority of the island which is maintained by the NPS, maintenance and preservation of the natural resources are a top priority. Therefore, their presence in these properties should make care for the natural resources a priority as well.

Analysis and Conclusion

The enduring family legacies of those with retained rights on Cumberland Island are not only clear through the legal agreements created more than 40 years ago, but in the accounts and stories seen in the survey responses and Mr. Morris' book. While several of the buildings, both homes and outbuildings, were not in existence at the time of the agreements' creations, they were, for the majority, constructed in the years immediately following the creation of the various agreements. Table 2, summarizes the survey responses to offer another look at the various responses. The accounts of the survey participants clearly support and offer evidence for the continued following of and obedience to the rights found in each individual agreement. For example, issues of ingress and egress match up perfectly between the legal documents and survey responses. Another right that matches with survey responses is construction rights. Those buildings that did not predate the agreements were all built within the allowed window of construction which ranged from two years to ten years depending on the property. The survey responses clearly indicate this, with those construction projects being completed after the dates requiring NPS approval. The collection of this data supports the analysis of the retained rights agreements in the previous chapter. The resources mentioned by the survey responses match up

to the responsibilities outlined in the retained rights agreements. On those properties with historic buildings, High Point and Stafford, responsibilities included limiting new construction while also requiring the maintenance of the historic properties. The survey responses indicated that the property owners do maintain the properties, with the majority hiring full time caregivers to provide for the daily maintenance. The responses regarding ingress and egress also reflected the rights maintained by those with tenancies – ingress and egress is maintained, as well as transportation on the island in a variety of methods. While more responses would have helped, the return percentage is enough to get some significant feedback and valuable information in the comparison between the agreements from 40 years ago and how these properties operate today in regard to the types of resources managed for and how the property is used today. Gathering information about how the properties operate today helps place Cumberland Island National Seashore into the framework context of the larger NPS land management and interpretation framework. From the analysis of the retained rights agreements as well as the survey responses, it is clear that life tenancy is used here as a cultural resource management tool. On Cumberland Island, the retained rights holders are responsible for the care and maintenance of the cultural and natural resources located within their properties. The retained rights agreements outlined the requirements of all parties involved, while the survey responses helped to determine that those requirements are being met. Also, the analysis in this chapter, as well as the previous one, has helped to determine how resources, cultural and natural, are planned for. The next chapter will answer the final research question of this thesis – are there any recommendations for how this system could be improved upon?

ID	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9
Larry Miller	My Grandfather and great grandfather were born on the North End of the Cumberland, thus I was handed down property and the home place. My great aunt was Post Mistress of Bunkley, GA	Waterfront, North End, Mashside	1970	Yes	Active	Life Tenancy			Boat (private) NPS ferry from St. Mary's
Candler Family (Glenn)	Candler Family	Waterfront, Forested, Isolated, North End, Marsh-Side	1971	I was not part of the discussion. Father and cousin (Buddy and Bo Candler		Life Tenancy		Last person to dies as those persons listed on the deed	Boat (private)
James Rockefeller	Descendant of Tom Carnegie- came through grandfather Andre Carnegie II and then my mother, his daughter	Waterfront							Boat (private) airplane
Whit Foster	Inherited from Parents <-> Grandparent <-> G, Grandmother Lucy Rice. My grandmother was daughter of Andrew Carnegie II one of five Carnegie children who were beneficiaries of Lucy Coleman Carnegie Trust	Waterfront, Forested, Marsh-side	1972	Parents		Life Tenancy		Life in being that owned fee interest at time, 1970 So measured by my life and of my sister Lucy Fight, whoever dies last	Greyfield Ferry, Other (Private Charter Boat)

Table 2: Summary Table of Survey Respondent Answers Showing Comparisons. Continued on next page.

ID	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18
Larry Miller	Cars, ATV	1	Yourself	Barn-1, Garage-2, Dock 1	All built by yourself	No fence			Secondary/Vacation Home
Candler Family (Glenn)	Cars, ATV, Bicycle, Walk	5+	8 Houses: Old House (hotel built by Bunkley Family) – before 1900 more than 2 generations; New House 1940-1964, 2+ generations; SOC Candler- 1972-2002, parents generation; WCW House -1972-2002, parents generation; Ball House – 1972-2002 parents generation; Fuller House – Since 2003; Tommy and Jackie; HVC House - 1972-2002, parents generation	Water Tower- 1 (1900-1940, 2+) Garage-5 (4 built btw 1972-2002, 1 built 1940), Dock-3 (Cumberland Wharf- before 1900; Brick Kiln dock 1940-1964; Willow Dock 1940-1964)		Barbed Wire fence	1900 - 1940	Livestock (originally) Keep park visitors out (now) set this property apart from rest of island (now)	Secondary/Vacation Home
James Rockefeller	Cars, Bicycle, Walk		1965-1972	Garage, Workshop, Dock		No fence			
Whit Foster	Cars, Bicycle, Walk	2 (Stafford, Lucy Carnegie 1890; Chimneys - Lucy C. Rice 1940)		Garage		Tabby/Brickat Stafford, no fence at Chimneys		Keep wildlife out	Secondary/Vacation home

Table 2: Summary Table of Survey Respondent Answers Showing Comparisons. Continued on next page.

ID	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	Q27
Larry Miller		Less than 10 people	No	No	Renee Noe	As needed	No		No
Candler Family (Glenn)	Yes- converted a barn to the Fuller House	40+	Yes, more than 1	Yes (Renovations)	Fred Boyles, John Fry	As needed	Yes	Invited onto property	No
James Rockefeller		Less than 10 people	Yes, more than 1	No	Change too fast to keep up- know some who stayed	As needed	No		No
Whit Foster		Less than 10 people	Yes	No	Yes	As needed	Yes	NPS needs to come through to access another part of the park, invited onto the property	No

Table 2: Summary Table of Survey Respondent Answers Showing Comparisons

CHAPTER 6

ANALYSIS AND CONCLUSIONS

In previous chapters of this thesis, the legal policies which allow leasing of federally owned land have been discussed. An in-depth look at one site where this has been put into affect through life tenancies and other leases has also been provided; both the individual retained rights agreements on Cumberland Island have been analyzed and compared to survey responses from retained rights holders on the island. This final chapter will bring together all the information from previous chapters and will focus on how areas such as these—leased federally owned lands—have served as cultural resource management tools across the country, not only on Cumberland Island. Recommendations for the future, in terms of management and interpretation will also be made, as well as comments on future research.

Expired Leases in Retained Rights Areas

In Chapter 4, the retained rights agreements for individual properties were individually discussed and analyzed. While most were life estates, there were several that were leases and therefore had established end dates; these agreements ranged between 25 and 40 year leases, all of which were drafted in the 1970s. All of these leases have reached their expiration dates. This means that the retained rights holders vacated the properties and the NPS took control over the land and structures existing on said land. Those that have ended include the estates with the following reservers: Cumberland Island Holding Company, Gertrude Schwartz, Coleman C.

Johnston, Lucy C.J. Graves, and Lucy Sprague Foster (Stafford Beach House). At the end of their leases, these properties were mentioned in the Jacksonville, FL newspaper, the Florida-Times Union, often. Because of its proximity to Cumberland Island, residents of Jacksonville are very familiar with the island, hence several stories were published in the months leading up to the end of the leases. After all the leases ended, the NSP acquired “49.27 acres, five modern houses, two historic structures, and two docks.”¹⁷⁷

One of the retained right holders whose lease ended on September 29, 2010 is Larry Phillips. He is quoted in the Florida-Times Union describing the process of negotiating the deal and moving out

For 25 years, he has known when he would have to move out of his 1200-square-foot home on Cumberland Island and hand the keys to the park service... While most of the property holders have life estate agreements that allow them to remain on the island until their deaths, Phillips could not negotiate a similar deal. Life estates were only offered to individual property owners, he said. He bought his home on a 0.38-acre tract from Sea Pines Co. and he knew he would have to move eventually. ‘We knew exactly what we were getting into,’ he said. ‘It was a deal, and I made it. My time is up.’¹⁷⁸

Phillips was given a 60 day extension to complete his move because of the difficulty of moving his personal property out of the house and off the island via boat. Of the relationship between himself and the NPS, he said “It’s been a good relationship with the park...I’ve never had a problem with the National Park Service...It’s always a sad time to leave what you like...It’s not the end of the world.”¹⁷⁹ This attitude reflects the same attitudes as discussed in the previous chapter in regard to the relationship between retained rights holders and the NPS—it seems that

¹⁷⁷ Gordon Jackson, “Moving day on Cumberland Island,” Florida Times-Union, October 4, 2010.

¹⁷⁸ Gordon Jackson, “Moving day on Cumberland Island,” Florida Times-Union, October 4, 2010.

¹⁷⁹ Gordon Jackson, “Moving day on Cumberland Island,” Florida Times-Union, October 4, 2010.



Figure 19: Park Map with Locations of Expired Leases. Source: National Park Service, “Former Reserved Properties Management Plan and Environmental Assessment,” July 2011

those with retained rights on retained rights holders and the NPS—it seems that those with retained rights on Cumberland have operated quite separately from the NPS, interacting with one another when issues arise. However, there is no animosity perceived between any retained rights holders who responded to the survey as well as those whose leases have expired.

In addition to Philips property, several others also expired in the months following. Gertrude Schwartz had leased her property to Dr. Ben Jenkins for the majority of her lease. He passed previous to the expiration date, but since the agreement had not been between Jenkins and the NPS, the property remained under the management of Schwartz until the expiration date. The Grange, a 7000 square foot home constructed as the home for Lucy Carnegie's estate manager, William Page, and his wife, belonging to the Graves family, is another site whose lease ended in 2010.¹⁸⁰ The Grange, along with the Beach Creek Dock House, is listed in the National Register of Historic Places as contributing features of the Dungeness Historic District. The other historic property that came under NPS control as a result of a lease ending was the Stafford Beach House, previously owned by the Fosters.

Following the termination dates, the NPS published a document discussing the future of these properties. The "Cumberland Island National Seashore: Former Reserved Properties Management Plan and Environmental Assessment," was published July 2011. The plan includes details of "how NPS will manage the various structures located on these reserved properties. It also develops a process to be used in determining the use of land and structures on reserved properties that expire at a later date."¹⁸¹ This document was not required by the NPS upon the receiving of the former reserved properties. However, due to issues which arose between with

¹⁸⁰ Dilsaver, 41.

¹⁸¹ National Park Service, "Former Reserved Properties Management Plan and Environmental Assessment," July 2011, 2.

Dr. Jenkins and the Schwartz property prior to the end date of the lease, the NPS felt the need to complete a management plan for these properties.

As stated above, Gertrude Schwartz leased the property under her control to Dr. Ben Jenkins for several years. In 2007, construction began on the property to build a new structure that Jenkins intended to be handicap accessible for visitors from the Shepherd Center in Atlanta, GA. However, Park Service “officials ordered construction halted in May 2008 after learning building had begun without the knowledge of the agency’s regional office and without a county building permit.”¹⁸² Permission for the project had been given to Jenkins in 2007 by former island superintendent Jerre Brumbelow, which is why construction had begun on the property without the knowledge of the NPS’ regional office and without a building permit. As a result of “withholding information about the project from his supervisor,” Brumbelow was fired in 2008.¹⁸³ Following these events, U.S. District Judge Lisa Godbey Wood ordered all excavation work halted on the project December 5, 2008. The injunction did allow for work to continue on the interior of the house, but no further construction or excavation of any kind could be continued.¹⁸⁴ However, work on the property did continue. In January 2010, the government accused Jenkins of violating Judge Wood’s order to stop all work, including excavation. Jenkins was accused of installing “underground water, sewage and electrical lines” to the new construction.¹⁸⁵ Part of the controversy of this project was the that Jenkins maintained that this new construction undertaking was an addition to his existing home, while the NPS stated it was a stand alone structure, or guest house, being constructed. After an inspection of the property was

¹⁸² http://jacksonville.com/news/georgia/2010-01-30/story/government_cumberland_island_resident_violated_federal_injunction

¹⁸³ http://jacksonville.com/news/georgia/2010-01-30/story/government_cumberland_island_resident_violated_federal_injunction

¹⁸⁴ <https://casetext.com/case/us-v-jenkins-120>

¹⁸⁵ http://jacksonville.com/news/georgia/2010-01-30/story/government_cumberland_island_resident_violated_federal_injunction

completed, Judge Wood “found Ben Jenkins guilty of criminal contempt...for violating her order to halt all construction of water, sewer and electrical work” on the new construction.”¹⁸⁶ After finding Jenkins guilty of criminal contempt, Judge Wood was waiting to sentence Jenkins, but declined to sentence Jenkins to jail. Instead, “Wood instructed defense lawyers and prosecutors to provide sentencing recommendations.”¹⁸⁷ However, while awaiting sentencing, Jenkins passed away in June 2010. Because of the controversy surrounding this property in the years leading up to the end of the lease, and the ends of several other leases on the island, the NPS felt the need to complete a study and management plan for the properties which were about to come under their control.

In regard to the properties whose leases have expired, there were two plans that were investigated. The environmental assessment was completed to analyze the impacts each of these two courses of action would have. The two options are Alternative A (no action) and Alternative B (allow a mixture of removal and adaptive re-use of structures). Alternative A, or the no action option, is described as “the NPS would minimally maintain all non-historic structures and preserve three historic structures (i.e., the Grange, Beach Creek Dock House, and Stafford Beach House) in accordance with the Secretary of the Interior’s Standards for Treatment of Historic Properties.”¹⁸⁸ Alternative B is described as being “the environmentally preferred alternative. Alternative B is also the NPS preferred alternative. The impacts from Alternative B range from ‘negligible’ to ‘moderate.’ Alternative B will not impair park resources or values.”¹⁸⁹

Specifically, Alternative B notes

¹⁸⁶ http://jacksonville.com/news/georgia/2010-01-30/story/government_cumberland_island_resident_violated_federal_injunction

¹⁸⁷ <http://jacksonville.com/news/georgia/2010-06-03/story/ben-jenkins-dies-st-marys-hospital>

¹⁸⁸ National Park Service, “Former Reserved Properties Management Plan and Environmental Assessment,” July 2011, 2.

¹⁸⁹ National Park Service, “Former Reserved Properties Management Plan and Environmental Assessment,” July 2011, 2.

NPS would take the following actions: (a) remove all structures on the properties known as Nancy's Fancy, Toonahowie, and the Schwartz-Jenkins property; (b) reuse the non-historic Goodsell and Phillips properties as employee/volunteer/researcher housing; (c) reuse the historic Grange and Beach Creek Dock House for visitor services, education, and/or recreation; and (d) reuse the historic Stafford Beach House for employee/volunteer/researcher housing. Alternative B would preserve and protect historic structures at The Grange, Beach Creek Dock House, and Stafford Beach House as required by applicable law and policy¹⁹⁰

Since buildings both listed on the Register of Historic Places, as well as some which are eligible, an environmental assessment (EA) was required. The National Environmental Policy Act, NEPA, also requires "that any decision made with respect to the proposed action be based on analysis of a reasonable range of alternatives that are likely to meet project objectives...Objectives must be grounded in the park's enabling legislation, as well as its purpose, significance and mission goals."¹⁹¹ In regard to cultural resources, the objectives of this new management plan were to "protect cultural resources, including historic features and possible archeological sites. Protect the context of existing features that are on or are eligible for listing on the National Register of Historic Places."¹⁹² The NPS tried to reflect these objectives, as well as others, in establishing the plan for managing these former reserved properties. The document goes on to individually address each property and individual structure. According to Alternative B, the plan which allows for removal and adaptive reuse of these properties, several were marked with removal or disposal as the preferred management alternative. These four properties considered for removal or disposal are located on three parcels—Nancy's Fancy, Schwartz-Jenkins, and Toonahowie. The Grange was marked for "reuse for visitor service/education/recreation purposes...Removal was not considered a feasible management

¹⁹⁰ National Park Service, "Former Reserved Properties Management Plan and Environmental Assessment," July 2011, 2.

¹⁹¹ National Park Service, "Former Reserved Properties," 19.

¹⁹² National Park Service, "Former Reserved Properties," 20.

option because of the structure’s historic significance.”¹⁹³ The Goodsell/Phillips property, known as Davisville, was marked for “reuse as employee, volunteer, and/or cooperator housing,” because the two houses on this tract were “located near existing employee housing...Using this site for housing would allow NPS to move personnel out of non-historic and historic structures in the Dungeness Historic District.”¹⁹⁴ The final property that was not considered for removal or disposal was the Stafford Beach House, which was marked for “reuse as employee, volunteer, and/or cooperator housing with the potential removal of non-historic elements.”¹⁹⁵ This property is marked as eligible for the National Register, and therefore an effort was made to find a use for the property. Its remote location made it difficult for visitor services/education reuse; however its location is well suited for “housing researchers, university field students, and volunteers working on scientific and other resource projects.”¹⁹⁶

As part of the EA process, a public input period was required, during which the public could send in input and answer a survey in the period leading up to the expiration date for these reserved properties and the completion and release of the new management plan. In an article from the Florida Times-Union, the public opinion was not optimistic in regard to the future management of these sites. Before these properties leases expired, the NPS held public input sessions seeking “public input on what it should do with the tracts once residents leave as required in the agreements.”¹⁹⁷ The major problem cited by most comments deal with funding; the fear that there is no money to care for these properties—“Critics said the Park Service has allowed structures to fall into a state of disrepair and they expressed doubt structures will be

¹⁹³ National Park Service, “Former Reserved Properties,” 37.

¹⁹⁴ National Park Service, “Former Reserved Properties,” 39.

¹⁹⁵ National Park Service, “Former Reserved Properties,” 41.

¹⁹⁶ National Park Service, “Former Reserved Properties,” 42.

¹⁹⁷ Gordon Jackson, “Park service gets poor report on their handling of Cumberland: Most of the 20 comments so far say the park service can’t handle Cumberland,” December 22, 2009.

preserved once residents move from them.”¹⁹⁸ The estimated cost for carrying out the plan the way it was completed in 2011 was \$3.9 million, an amount the public fears that the NPS will not be able to handle.¹⁹⁹ However, with the release of the management plan, there are distinct plans in place that the NPS and former superintendent, Fred Boyles, see as a priority. At another public input session, Boyles said “he’ll find the money to keep them up.”²⁰⁰

This management document explains what the implications of life tenancy as a cultural resource management tool are. The document spelled out what the various options are for the NPS on Cumberland Island in regard to the newly acquired properties. With Alternative A, the historically significant properties are maintained and used for park visitors, educational purposes, staff and volunteer housing, and a number of other uses. On Cumberland Island, as some critics of this plan pointed on, some historically significant properties have fallen into a state of disrepair due to lack of funding. Without the use of tenancies on the island at the time of the National Seashore’s creation, there would have been a far greater potential for a larger number of historically significant properties to fall into disrepair. While not all properties are significant, as the NPS has pointed out, and there are plans in place to demolish those said properties, this action is taken in order to maintain the natural resources on the island and allow nature to reclaim these areas. The time between when the retained rights agreements for these properties were negotiated to when the leases came to an end allowed the NPS to grow in its capacity to maintain and care for the island as a whole. In its infancy, to care for so many cultural and natural resources spread over a vast area where transportation is difficult would have been an extreme challenge. The tenancies gave the NPS time to complete in depth studies of these

¹⁹⁸ Gordon Jackson, “Poor report.”

¹⁹⁹ Dickson, “Cumberland Island gets OK”

²⁰⁰ Orlando Montoya, “Cumberland Island’s Wilder Future,” August 4, 2011.

<http://www.gpb.org/news/2011/08/04/cumberland-islands-wilder-future> (accessed 1/20/2014)

properties and properly plan for their future when the time came for the NPS to take over the properties. Chapters 4 and 5 showed how the resources are planned for during the time of the tenancy, with requirements and stipulations placed on the property. The incident with Dr. Jenkins on the Gertrude Schwartz property highlights that there are protocols in place for when it is believed that the conditions of the lease are being violated. While complicated and controversial, Cumberland Island's history of its use of tenancy within an NPS site shows that it can successfully be used as a cultural resource management tool.

Historic Leases

Another option that was brought up by the public and that former Grange resident Margaret Graves was open to when the lease was approaching its termination date was to extend the time that the Graves would manage the property through a new type of tenancy—a historic lease. While this did not occur on Cumberland Island, the properties that would have been eligible whose leases expired were the Grange, the Beach Creek Dock House, and Stafford Beach House because they were already listed in the National Register of Historic Places or were eligible to be listed. In an article in the Florida Times-Union, “Margaret Graves said...The National Park Service has granted similar historic leases at 48 different national parks...In return for a historic lease, Graves said she would continue to maintain the house at her family's expense and even add improvements such as a fire suppression system if the Park Service requires it.”²⁰¹ As stated above, limited federal funding is a fear expressed not only by former island residents such as Graves, but by the public as well. One member of the public, Blake Cook, suggested in 2009 that the Grange be leased back to the family; his opinion was supported by other members

²⁰¹ Gordon Jackson, “Resident on historic island property hopes she can stay there: The resident says she wants The Grange to stay in her family,” Florida Times-Union, September 20, 2009.

of the public at the time. However not all who commented in 2009 on the then upcoming expiring estates were in favor of historic leases. Several members of environmental groups such as the St. Marys EarthKeepers and Wilderness Watch were of the opinion that Cumberland Island should be returned to its primitive, natural state and the expiration of the leases is part of this process.²⁰² Because of the diversity of resources located on Cumberland Island, the NPS has been pulled in two directions—managing for the natural resources, or historic resources. While this thesis does not seek to prioritize one over the other, the idea of cultural resource management could be used as an all-encompassing umbrella to provide for management of landscapes as well as historic resources, telling the story of the landscape through the history of humans’ interactions with it, in its primitive, pre-historic and more modern historic eras. Since the issue of this thesis is cultural resource management, historic leases are a management tool with a precedent in other National Parks, that should be considered and explored as leases such as those on Cumberland Island expire, as well as on federally owned properties throughout the country.

In Chapter 2, historic leases were examined through a series of case studies of how historic leases have been successful at other NPS sites. Four case studies were offered – The Piper Farm at Antietam National Battlefield, the Dune Shacks in the Peaked Hills Historic District at Cape Code National Seashore, the Ryder House at Cape Cod National Seashore, and the Henry Piggott House at Cape Lookout National Seashore. Details on each can be found in the Literature Review Chapter of this thesis, however brief summaries on each are provided here. The Piper Farm at Antietam National Battlefield operated as a farm and bed-and-breakfast. During its operation, revenue was generated from farm operations and overnight guests, which was used to maintain the farmhouse and lands. The second case study, the Dune Shacks, has not

²⁰² Jackson, “Poor Report”

been realized, but a plan was established for these structures to create several types of leases ranging from long term, medium term, and public-private cooperative agreements. The Ryder House at Cape Cod National Seashore was the third case study where historic leases were successfully used. The house continues to operate under a long term residential lease that does not require public access. The fourth case study dealt with the Henry Piggott House at Cape Lookout National Seashore. A non-profit partner came in under a special use permit and took responsibility for restoration and maintenance of the house and continues to operate the house as a museum.

Recommendations

From the research conducted in regard to management and interpretation, in-depth analysis of Cumberland Island's leasing practices, and successful examples from other NPS sites, several recommendations can be made in regard to life tenancy and leasing process in general of federally owned land. This section will seek to answer the final research question of this thesis – Are there any recommendations for how this system of life tenancy could be improved upon?

The first recommendation comes from the analysis of the individual retained rights agreements on Cumberland Island. Only a handful of the agreements mentioned anything in regard to the termination date of leases. The issue of what happens upon the termination of rights, either due to the death of the life estate holders or the termination date is reached, should be addressed within the rights. In the case of Cumberland Island, when several properties reached their termination dates, there was some uncertainty about the future of the properties. The deadlines upon which the leases would end were known, but the public expressed anxiety about what would happen to the newly acquired properties, as seen through the public input

comments discussed above. While historic leases could be an option, the fact that some families were left waiting for a verdict up until the lease's end date led to anxiety and uncertainty for not only the rights holders, but also the NPS. Some standardization of language could help with this, and other discrepancies between individual lease agreements. While some discrepancies and differences between leases may be intentional, due to varying types of resources located within the property, the fact that those leases on Cumberland Island were created before a time where standardization existed and over the course of several years led to many differences between agreements not only in terms of rights held, but terms of the actual leases.

This issue above leads to the second recommendation to be formed as a result of this thesis. While DO #53 states leases cannot be extended, it does not state that they cannot be renegotiated. This is not to say that renegotiation would lead to an extension. This recommendation, instead, is to provide for the possibility of standardization of language or to plan for the potential of new management issues arising in the future, after the lease agreement has been initially negotiated. In the case where a life tenancy was created before the implementation of DO #53, agreements could be revisited to establish standards of practice within an individual park. While rights would not be taken from holders unless they are causing an adverse effect to the natural and cultural resources within the property negotiations and rewording of the agreement should remain a possibility. If nothing else, this could help to continue to foster communication between lessees and the individual park's NPS management staff. The controversy with construction by Dr. Jenkins occurring on his leased property on Cumberland shows that leases should not be open for interpretation and therefore revisiting the language of an agreement could be useful. This open and continuing communication could not

only lead to excellent relationships between lessees and the NPS, but leads into the next recommendation.

Interpretation is an important issue raised in this thesis. Without interpretive programs and materials, what purpose would visiting an NPS site serve? Interpretation is about shaping and enhancing the visitor experience. If significant portions of land are being managed by a party besides the NPS, especially if historic structures exist within these areas, their role and place in the interpretation of the NPS site as a whole need to be considered. While not every structure will be deemed eligible for the National Register, those historic properties which are must be managed for, or at the very least considered in the management plan by the NPS; this includes the consideration of the inclusion of these structures and sites in the interpretive plan for the overall NPS site. An issue that arises is when these areas of land are under leases for multiple decades—on Cumberland Island, leases lasted from 25 years to the life of the reservers while at other NPS sites such as Antietam, the farm was under a 56 year historic lease. Due to the long-term leases that govern these properties, it is possible for structures to reach an age of potential significance and therefore, over time, become eligible for the National Register. When this does occur, next survey and inventories should be done in order to reevaluate resources for age, significance, and integrity. Interpretation plans should also be re-evaluated on a regular basis, when leases expire, in order to ascertain whether newly acquired properties should be incorporated into pre-existing interpretive programs, or if programs should be reworked in order to include newly acquired structures and resources.

The final recommendation is that historic leases should remain an alternative option when leases do come to an end. In some cases the inclusion of these areas within the management zones of the park staff would enhance the park visitor's experience and the park staff can

successfully manage newly acquired land and improvements. However, in others, for financial or management reasons, the option of historic leases should be considered. If there is a lack of funding for new projects to be undertaken, it can be a detriment to the entire NPS site and park visitor experience to attempt to take over new property and improvements upon them. The NPS will attempt to minimally preserve and maintain properties they deem necessary until planning can occur and funding secured; however, this could take a number of years and the possibility of properties falling into disrepair not only poses a detriment to the setting of the NPS site, but could be a potential hazard for park visitors. If a property is listed on the National Register, or is eligible for listing, it is eligible for a historic lease. These leases, as seen in the case studies above, can greatly vary between parks and within parks. Long-term agreements can be created, along with medium-term or public-private cooperations as other options for historic leases. Residential and commercial uses are also possibilities. In the event that a historic lease is considered the most favorable option, a public bidding for the lease must occur, as Superintendent Fred Boyles described in the case of the Grange and the Graves family seeking a historic lease when their lease expired. In an interview, Boyles was quoted as saying, ‘If it is determined a historic lease is the best option to preserve the property, a public bidding process would begin, allowing anyone to make an offer to lease the tract, Boyles said, ‘It has to go out for the competitive bid process," he said. "They [the Graves] must compete with everyone else, and they know that. It's pretty straightforward.”²⁰³ Through historic leases, terms from previous arrangements can be renegotiated to allow for more public access to previously reserved properties while also providing a constant, outside source for preservation needs and costs. Because the historic leases would be open to public bidding, this would not be considered an

²⁰³ Jackson, “Resident on historic island property”

extension of the lease, but rather a brand new lease with brand new terms and the possibility of a new lessee.

Conclusion

In terms of future research on the subject of tenancy within the NPS, there are some recommendations. First, if research is conducted on sites on Cumberland Island in the future, it is recommended to reach out to former reserved rights holders in addition to current rights holders. Due to the expiration of leases, no public tax record information or addresses could be easily found and the contact information for these former property holders could not be attained through the NPS. Perhaps more in-depth research could be done to reach out to these former property holders in order to add to the picture of Cumberland Island and tenancy as a whole. Along those lines, more research could be conducted about the current status of new management plans on Cumberland Island. At this date, Cumberland Island National Seashore has no Long-Range Interpretation Plan. Without this document, it is unclear with the NPS intends to do with resources located within properties still under life tenancies. This leaves room for future research on the topic.

The research questions for this thesis were the following – Within the NPS land management and interpretation framework, what are the implications of life tenancy as a cultural resource management tool, specifically in regard to Cumberland Island National Seashore? How are resources, cultural and natural, located within areas of life tenancy planned for? Are there any recommendations for how this system could be improved upon?

Chapter 2 of this thesis was a literature review which examined the NPS land management and interpretation framework on the macro level. This chapter looked at legislation

from the creation of the NPS, the powers of the NPS, land ownership strategies, the NPS documents and Director's Orders which allow for special land uses such as leases to take place in, and the interpretation process of the NPS. While NPS sites vary greatly between one another, the all-encompassing requirements, procedures, and legislation examined in this chapter govern and guide them all. This led to Chapter 3 which dove down to the micro level of examining the history of Cumberland Island National Seashore, from its early history of settlement to its use as a National Seashore today. These two chapters sought to answer the first research question of what are the implications of life tenancy as a cultural resource management tool by defining the framework in which cultural resource management occurs and examining Cumberland Island National Seashore's actions.

The next research question, How are resources, cultural and natural, located within areas of life tenancy planned for, was answered in Chapters 4 and 5. These chapters examined the individual retained rights agreements on Cumberland Island as well as asked current tenants and residents of Cumberland Island what sort of actions were being undertaken on what types of resources through a survey. Examining the individual rights granted to the tenants of Cumberland Island led to examining topics such as ingress and egress, easements, resource management, construction, and others. By spelling out individual rights in the each agreement, and then checking them against what survey responses I received, it was clear that the NPS sought to maintain the integrity of resources they deemed significant, both cultural and natural. This was done through allowing or not allowing new construction or changes in appearance to existing structure, limiting what type of activities can be done which would affect natural resources such as gathering wood, changing the grade or topography of the property, and other rights and responsibilities.

This final chapter sought to bring all this information together in order to answer the final research question – are there any recommendations for how this system could be improved upon? While these recommendations are discussed in length above, in summary, the recommendations resulting from this thesis include:

1. Standardization of language and terms where possible. Discrepancies and differences between leases within a single NPS site may be intentional in some places, but not so in others. For example, while reading the lease terms of retained rights areas on Cumberland Island, there were many variations in language possibly due to different authors and lease origination dates.
2. Retain the possibility for renegotiation of leases. Extension of leases is not allowed, per DO #53. The terms of the lease are what would be changed potentially. In order to better protect resources in the future, this potential for the addition or reevaluation of terms would allow for future unforeseen management issues to be addressed in the lease agreements.
3. Routine updates of surveys and inventories of historic resources. Routine updates of surveys allow the NPS to reevaluate integrity and significance of resources.
4. Reevaluation of interpretive plans upon acquisition of new properties and improvements upon said properties. Information gathered from routine surveys could be used to reevaluate preemptive interpretive plans. Changes in integrity and/or significance should be taken into consideration with interpretive planning and materials. Routine surveys and inventories would also better prepare the NPS to take over life tenancy properties and incorporate their resources into the larger management and interpretive plans for the NPS site.

5. When it is perceived as being beneficial to the public and NPS, historic leases should be considered. If there are budgetary issues or some other reason why maintaining newly acquired properties would be a burden of some sort to the NPS, historic leases could be considered as an alternative because they introduce an outside partner to provide for the maintenance and preservation of cultural resources.

Tenancy within the NPS can be viewed as an excellent tool to be used in the creation of national parks because of the delayed costs associated with maintenance of land and built improvements. While these agreements can lead to conflict between management priorities, this thesis maintains the viewpoint that it is an effective cultural resource management tool in the early stages of national parks and other NPS sites. In addition, continued tenancy through historic leases is another option that serves as a successful cultural resource management tool, allowing for more flexibility in rights and terms while also increasing public access to formerly isolated or reserved areas of national parks. The NPS was created in order to preserve and maintain the United State's natural and historic resources for the public's enjoyment. In order to achieve this, federally owned lands have been leased to property holders for a variety of reasons of many years. Not only does this provide a third party to help with management, but can also generate income for the NPS to fund preservation efforts and other projects, such as improved interpretation and education programs. Tenancies of federally owned property can have a lasting and positive effect on NPS sites and aid park staff with planning for the future.

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APPENDICES

APPENDIX A: GLOSSARY OF TERMS

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Director's Orders - Director's Orders may prescribe operating policies, specific instructions, requirements, or standards applicable to specific NPS functions, programs and activities. They may also delegate authority and assign responsibility. When needed, Director's Orders may also serve as a vehicle to update specific sections of *Management Policies*.

Eminent Domain – The right of the government or its agent to purchase by compulsion private property for public use.

Fee Simple Ownership - The most complete form of ownership, when an owner holds all property rights as a freehold. Zoning laws and restrictive covenants still apply.

Historic Lease – A tenancy-for-years lease agreement. In this context, a lease between the National Park Service and a residential or commercial lessee. The property being leased by the NPS for residential or commercial purposes is historically significant and listed in or eligible to be listed in the National Register of Historic Places.

Life Estate – Tenancy based on the life of lease holder. Different than a tenancy for years because there is no pre-determined date upon which the lease ends.

Retained Rights – Term used for tenancy agreements on Cumberland Island National Seashore. This includes agreements for life tenancies as well as tenancy for years agreements. Term “retained rights” is used as a catchall term on Cumberland Island to include both types of tenants. Individual agreements exist for the individual parcels of land and include the rights and privileges held by both the tenants as well as the NPS in regard to usage of the property in question.

Retained Rights Reservers – The individual rights holders on Cumberland Island. The individual people, families and groups listed in the Retained Rights Agreements. In some instances, the reserver could be an individually named person, or an unnamed child or spouse, depending on the property in question. These people are the individuals who hold the tenancy, either a life tenancy or a tenancy for years.

Tenancy for Years – Typical lease. Starts and ends on specific, pre-determined dates. This is a lease that is typically entered into for residential or commercial leasing of property.

APPENDIX B: CUMBERLAND ISLAND RETAINED RIGHTS AGREEMENT NOTES

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Cumberland Island Holding Company June 5, 1975 – Tract 02-152 & Tract 02-153

The retained rights agreement for the Cumberland Island Holding Company was granted to Charles E. Fraser/Goodsell Land & Development Company on June 5, 1975. The deed, however, dates back to September 27, 1970. Because of this earlier date, the terms of the lease are based upon the Deed's date rather than the date of the agreement. The later date refers to when part of the interest originally held solely by Charles Fraser was sold to Goodsell Land & Development Company. The terms of this agreement states the tract of land known as Tract 4 South, which is two acres in size, is a "40-year estate of use and occupancy ending on 9/29/2010 for non-commercial residential purposes." Therefore, this tract is not under a life tenancy, but is rather a lease.

The first reserved right held by the Cumberland Island Holding was that "Reserver has an easement for ingress and egress from the main road for pedestrian and vehicular traffic."²⁰⁴ This is important to note because use of vehicles is not permitted for the general park visitor, but rather is reserved for NPS management and interpretation needs only. This and all other retained rights agreements discussed in this chapter have vehicular traffic mentioned in their agreements. Important to note is that use of the Main Road is mentioned specifically; this is significant because of the wilderness area designation in 1982. Until the Boundary Adjustment in 2004, those with this reserved right were having the right threatened, similar to the NPS' management

²⁰⁴ *Tract 02-152 & Tract 02-153, Cumberland Island Holding Company retained rights Agreement, June 5, 1975, p 1.*

and interpretation, since the Main Road ran through the Wilderness Area. With the Boundary Adjustment in 2004, the main road was removed from the Wilderness Area allowing NPS staff to easily travel to management zones and provide tours for park visitors, as well as specified retained rights holders.

Because this lease was granted to Charles Fraser's development company which sought to create a resort on the Island, there are many rights granted that pertain to commercial use of the property. This was very controlled however, with limits on construction, rental periods, etc. The following rights in the agreement pertain to this—

Non-commercial residential use shall be construed to:
Limit the uses to those which will not blemish the retained area.

Limited to one residence or lodge of no more than 6 bedrooms.

Allow Reserver the right to lease the improvements for periods of one or more week's duration.

Improvements built must be limited in height not to exceed the average height of the surrounding hardwood trees and are to be constructed of landscape-blending, exterior finish materials.

Right of construction shall include the right to construct directly associated support facilities for the residence or lodge.

Reserver has the right to construct one dwelling house or lodge of not more than six bedrooms.

All of the Reserver's rights are available to their invitees, licensees, successors and assigns.

Reserver has granted to Goodsell Land and Development Company a 37.5% undivided interest in the retained estate, together with the rights and privileges.

Goodsell has the right to build one two-bedroom modular unit of the six-bedroom residence, provided that so long as

Reserver owns an undivided interest of over 25% in the retained estate; Reserver shall have the right to approve any construction

plans. Reserve has the right to build the other four bedrooms to complete the residence.²⁰⁵

While the agreement does state this area is for non-commercial residential use, by allowing the right to lease the improvements for one week or longer places this area in a unique position – other retained rights holders who have the right to lease improvements noted in their agreements have much longer duration requirements – 90 days or more. Another interesting point is that in this agreement, it is specifically mentioned that the Reserver does “not have rights to the Service Area and Main dock as described in the Findings for Case #1667.”²⁰⁶

Marius E. Johnston October 6, 1970 – Tract 01-101 (e)

The agreement entered into between Marius E. Johnston, Jr. and Helen S. Johnston, his wife, is a unique type of agreement in the Retained Estates document of the NPS for Cumberland Island. Dated October 6, 1970, there is “no term or life estate for use and occupancy granted to these people.”²⁰⁷ Instead, the rights granted to Johnston and his wife simply includes:

Reserver does not have a right in the easement for access to and use of the Service Area and main dock described in the Findings for Case #1667

Reserver has a right of unrestricted vehicular passage over the main road, and an easement granting ingress and egress to the “Family Cemetery” described in the Findings for Case #1667 for the interment of the reservers, their parents, their lineal descendants, the spouses of their lineal descendants, and only those persons, until all remaining burial plots within the walled confines of the cemetery have been utilized. The reservers have the right into perpetuity to decorate the gravesites and to provide the necessary upkeep and maintenance of the “Family Cemetery” on a pro-rata basis with the other entitled to use the cemetery.²⁰⁸

²⁰⁵ Cumberland Island Holding Company retained rights Agreement, 2.

²⁰⁶ Cumberland Island Holding Company retained rights Agreement, 2.

²⁰⁷ *Tract 01-101 (e)*, Marius E. Johnston, Jr. and Helen S. Johnston retained rights Agreement, 1.

²⁰⁸ Marius E. Johnston retained rights Agreement, 1.

This agreement predated the enabling legislation for the creation of Cumberland Island National Seashore. This means that Marius Johnston sold whatever land had been passed to him as part of the Carnegie descendants to the National Park Foundation in anticipation for the creation of the National Seashore. Interestingly, Johnston did not want any continued land-use rights on Cumberland. According to the agreement, he and his wife lived in Hingham, Massachusetts at the time, so perhaps they did not anticipate they would travel to the Georgia Coast often enough to take advantage of retained rights.

Cumberland Island Properties October 8, 1970 – Tract 01-103 (a)

Dated October 8, 1970, the retained rights agreement between Cumberland Island Properties, Inc. and the NPS lists the following people as shareholders: Henry Carter Carnegie and James Henry Bratton, Jr. their spouses and children. The terms of their agreement is “Life Estate for non-commercial residential purposes ending upon the death of the last to die of the following persons: the above-named shareholders, and the spouses of each of them, and the presently living children (on 10/8/70) of each of them. Life Estate is on 15.00 acres...”²⁰⁹ The Cumberland Island Properties, Inc. retained rights area is split into two parcels which total 15 acres—one of ten acres and the other five.

Non-commercial residential includes the following: “single-family residences with necessary support facilities; buildings to be leased for not less than week to week tenancies; no improvements shall exceed 40 feet in height other than communication equipment.”²¹⁰ This exception for communication equipment is indicative of the time during which the retained rights agreements were being created – with standardization of life tenancy agreements today, a right

²⁰⁹ *Tract 01-103 (a)*, Cumberland Island Properties, Inc. retained rights Agreement, 1.

²¹⁰ Cumberland Island Properties, Inc Agreement, 1.

such as this would not occur. There is the potential here for this to be interpreted as allowing for a cell tower to be placed within a national park, which seems counter-intuitive to the NPS' purposes and mission.

A reserved right mentioned in this agreement is also found almost all other agreements: "NPS has the right to reserve easements for underground utility lines and other similar purposes, at places mutually agreeable to the parties."²¹¹ This easement granted to the NPS is found throughout the various agreements.

An interesting right in regard to to new construction on the parcel of land states “

The Reserver's life estate is contingent upon the Reserving commencing and completing construction of a single-family residential dwelling within 10 years from 10/8/70 on each of the parcels described above. The right of construction is limited to a single-family residence for each 5 acres, or a total of 3 residences. Failure to complete construction within the 10-year period shall result in the termination of the life estate upon the tender by the NPS of the pro-rata portion of the value of the remaining period of the life estate based upon the present value of the life estate (\$750 per acre). If a dwelling structure is partially or completely destroyed by fire or forces of nature, the Reserver shall have 24 months within which to commence rebuilding, or the right of the value of the then remaining estate as calculated in the 10/8/70 Deed. This building requirement applies to each parcel herein independently of the other lands so granted.²¹²

In many of the retained rights agreements that pertain to areas of land with no existing structures, this new construction stipulation was included. Agreements that were crafted before the creation of Cumberland Island National Seashore also have this restriction on new construction. One theory as to why this limitation is in the agreements is that when the Carnegie descendants were selling their land holdings to the National Park Foundation in anticipation of the enabling legislation, there was still some uncertainty as to whether the park would be created or not. If the

²¹¹ Cumberland Island Properties, Inc Agreement, 1.

²¹² Cumberland Island Properties, Inc Agreement, 2.

NPS did not create a national seashore, the National Park Foundation would be left holding these properties and therefore responsible for the upkeep and maintenance of structures. This restriction could have been placed so that construction was limited and therefore the National Park Foundation's responsibilities on the island would be limited as well.

Another important clause is –

If the Reserver, Cumberland Island Properties, Inc. wishes to sell or assign, at any time, to any person except the beneficial owners (Henry Carter Carnegie and James Henry Bratton, Jr.), or their spouses, or their children, the balance of the life estate, NPS has the first right of refusal to purchase the Reserver's interest, for the pro rata portion as set out in the 10/8/70 Deed.²¹³

In the event that Cumberland Island Properties, Inc. decided they no longer wanted to use their life tenancy, they do have the option of selling. According to this right, the NPS has right of first refusal in this event. This would be beneficial to the NPS because they would not have to worry about missing an opportunity to acquire the property, and may acquire said property at an earlier date than anticipated. However, in the case the NPS does not wish to purchase the life estate, life estates are allowed to be sold to someone else. However, the terms of the life estate do not change with a change in ownership—whenever Cumberland Island Properties, Inc. sold to, the new owners would be bound by the same terms and rights as Cumberland Island Properties. This means the lease would expire when the shareholders, their spouses, and presently living children as of October 8, 1970 have passed away. The property would still then transfer to the control of the NPS.

A further stipulation in this agreement notes, “The Reserver agrees on behalf of itself, its beneficial owners, licensees, invitees, successors and assigns not to commit waste or to remove

²¹³ Cumberland Island Properties, Inc Agreement, 2.

any timber other than required for residential building purposes,”²¹⁴ This is another statement found in many of the Cumberland Island retained rights agreements. For the term of the agreement, the retained rights holders of each estate are responsible for the maintenance and upkeep of not only new construction and existing structures, but are also responsible for the natural landscape of the estate. While this estate totals 15 acres, there are others which are much larger. Properties such as this, with no existing historic structures, cultural resource management still occurs through planning and management of the land, as a cultural landscape. The significance of Cumberland Island is not only found in its historic, but is also through its natural and scenic beauty. As the natural environment of the island has shaped human history, and vice versa, the natural settings are also key aspects to the island’s significance.

Gertrude Schwartz October 8, 1970 – Tract 02-192

The tract of land pertaining to this agreement states the reservers are Gertrude Schwartz, as (Jenkins) Trustee for Andrew Carnegie, III, her successors and assigns. The term of this estate is “40-year estate for non-commercial residential purposes ending on 10/8/2010, on 7.5 acres...”²¹⁵ The area description for this retained rights agreement is very detailed, offering more than just coordinate points for boundaries, but citing a map which designated this location created in 1946. The common rights discussed above, are also found in this agreement. One right that should be mentioned is the right which states “The Reserver, as trustee, shall have the right to convey the interests herein to Andrew Carnegie, III and/or his spouse, or his heirs.” This property was rented to Ben Jenkins, until the termination of the lease in 2010.

²¹⁴ Cumberland Island Properties, Inc Agreement, 2.

²¹⁵ *Tract 02-192*, Gertrude Schwartz retained rights Agreement, October 8, 1970, 1.

Nancy J. Butler October 9, 1970 – Tract 01-101 (d)

The retained rights agreement for Tract 01-101 lists Nancy J Butler and Landon Butler, her husband, and their issue, as the reservers of the Retained Estate. The term of this agreement states “Life estate, for non-commercial residential purposes, for the lives of Nancy J. Butler and Landon Butler, her husband, and their issue, on 2.6853 acres...”²¹⁶ The location description for this estate includes not only metes and bounds, but cites a Watts Engineering Company Map of Cumberland Island from 1946.

This agreement refers to Case #1667, stating the shareholder does not have rights to the service area and dock. In addition to the commonly found right of vehicular access and use of the Main Road, one of the rights, also mentioned in Marius Johnston’s retained rights agreement, states the Butlers have

An easement granting ingress and egress to the “Family Cemetery” (see Findings for Case #1667 for more details) for interment until all the remaining burial plots within the walled confines of the cemetery have been utilized. Reserver has the right into perpetuity to decorate the gravesites and to provide the necessary upkeep and maintenance of the “Family Cemetery” on a pro-rata basis with others entitled to use said cemetery.²¹⁷

This Family Cemetery was mentioned in Marius Johnston’s retained rights agreement as well. Case #1667 also mentions the Family Cemetery. The Family Cemetery is located within the Dungeness area, which is why the Case dealt with it specifically, as was the dock and service area. Many of the Carnegie descendants have this right included in their agreements.

This agreement is the first to mention vehicular access on any surface other than the Main Road. One of the reserved rights states “Reserver’s access rights do not include the right to drive over unvegetated sand dunes. Reserver has the right to stabilize the dunes immediately in front of

²¹⁶ *Tract 01-101 (d)*, Nancy J. Butler retained rights Agreement, October 9, 1970, 1.

²¹⁷ Nancy J. Butler Agreement, 1-2.

the property located near the ocean beach.”²¹⁸ This is another example of natural resource management being included in an agreement. This agreement also includes the right to substitute the parcel of land originally included in the agreement with another comparable parcel located on the island which is specifically identified in the agreement with metes and bounds.

In addition to the above right which deals with management of natural resources, this agreement also includes a right which deals with management of existing structures—“Reserver has the right to maintain and improve structures existing as of the 10/9/70 Deed on any of the areas where they have retained use rights.”²¹⁹ In addition to the maintenance of the existing structures, new construction was also permitted. What is interesting, however, is the last right mentioned in the agreement states “reservers are not required to carry fire insurance.”²²⁰

Thomas M.C. Johnston October 9, 1970 – Tract 01-101 (b)

The retained estate agreement for Thomas M.C. Johnston Jr., his wife Mireille, and their issue is a life estate. The term of this agreement is the same as the other life estates on Cumberland Island. The term of the agreement states that Tract 01-101(b) is a “Life Estate, for non-commercial residential purposes...” The rights reserved by Thomas Johnston, Jr. and his family are very similar to those reserved by other branches of the Johnston family, Carnegie descendants. In addition to those commonly found rights between agreements predating the enabling legislation and other Carnegies (such as new construction limitations and issues dealing with Case #1667) there are some found in this agreement that are important to note.

²¹⁸ Nancy J. Butler Agreement, 2.

²¹⁹ Nancy J. Butler Agreement, 2.

²²⁰ Nancy J. Butler Agreement, 2.

On additional right states “Reserver has the right of vehicular access to the retained use area from permitted points of access to the island,”²²¹ is interesting because it is expressly stating the right to ingress and egress to the retained use area. Those points of access to the island include specific docks mentioned as well as the hypothetical use of an airstrip. Previous agreements had mentioned ingress and egress to the Family Cemetery, allowing for use of and/or construction of wharfs and use of air strips, but this is the first agreement to state in very general terms the rights of ingress and egress.

There are also two rights dealing with resource management in this agreement; one, “Reserver has the right to stabilize the dunes immediately in front of property located near the ocean beach,” and two, “Reserver has the right to maintain and improve structures existing as of the 10/9/70 Deed on any of the use areas where they have retained use rights.”²²² These two rights deal with the management of natural resources as well as historic resources.

Margaret J. Richards October 9, 1970 – Tract 01-101 (c)

The land known as Tract 01-101(c) which totals 3.3150 acres was created as a reserved estate for the reservers Margaret J. Richards, her husband Kenneth Richards, and their issue on October 9, 1970. The term of this estate is a “Life Estate, for non-commercial residential purposes, for the lives of Margaret J. Richards and Kenneth Richards, her husband, and their issue...”²²³ Of note in this agreement, there is a reserved right which states “Reserver has the guaranteed right of vehicular access to the retained use area via Plum Orchard Road and the unnamed spur road leading to Duck House, or in lieu thereof a satisfactory alternative route of access, and the right of vehicular access to the retained use area from permitted points of access

²²¹ *Tract 01-101 (b)*, Thomas M.C. Johnston, Jr. retained rights Agreement, October 9, 1970, 1.

²²² Thomas M.C. Johnston Agreement, 3.

²²³ *Tract 01-101 (c)*, Margaret J. Richards retained rights Agreement, October 9, 1970, 1.

to the island.”²²⁴ This right is interesting in that it mentions by name the home located on this tract of land, as well as specific roads used to access said tract. This right, along with the right of maintaining pre-existing structures shows the NPS thinking about long-term cultural resource management. While this tract of land is not mentioned as having potential interpretive value in the GMP, they are allowing for the continued maintenance of the home in addition to allowing the shareholders to construct a new residential dwelling as well.

Table Point Co., Inc November 2, 1970 – Tract 01-102 (a)

The Reserver listed for Tract 01-102 (a) is the Table Point Co., Inc which is made up of members of the Perkins family as shareholders. The shareholders include Coleman C. Perkins, Elizabeth B Perkins, Catherine Mc.C. Perkins, Margaret C. Perkins, William B. Perkins, and Frederick C. Perkins, along with their children. Dated November 2, 1970, the Table Point Co., Inc’s retained rights agreement is interesting in that it is the first agreement which created a company to serve as Reserver with members of the family serving as individual shareholders of the company. Fraser’s agreement, the first discussed in this chapter, involved naming the development company as the reserver of the retained estate; however that agreement did not involve many members of the same family using this as a land management strategy. The Table Point Co., Inc’s retained estate is a “life estate for use and occupancy ending upon the death of each and every owner/shareholder named above, or the death of his or her last surviving child, whichever is later, for non-commercial residential purposes. The location description of this plot does not include metes and bounds; however it does cite the engineering map of Cumberland Island from 1946 which designates this area of land, as well as a geographical description of the boundaries which included boundary markers such as creeks and the Main Road. One interesting

²²⁴ Margaret J. Richards Agreement, 2.

right including in their agreement pertains to ingress and egress to and from the tract of land. In addition to having the right to travel on the Main Road, the Table Point Co., Inc also “has an easement for ingress and egress to and from the reserved area, via MacIntosh Creek, also known as Malkinton Creek. Reserver may, in accordance with Federal/State regulations, maintain the navigability of the creek and the NPS agrees not to fill or in any way inhibit the Reserver’s use of the waterway.”²²⁵ Not only do they have the right to travel the creek, but they also maintain the right to manage the creek in a way through maintaining the navigability. Another important reserved right to note states “If the NPS permits hunting, the Reserver shall have exclusive rights to hunt on the retained area in accordance with Federal/State regulations.”²²⁶ Because this agreement was drafted before the enabling legislation of Cumberland Island National Seashore, it was unknown at the time whether or not recreational activities such as hunting and fishing would be allowed on the island. This is the cause for the uncertain wording of the right. There are also some rights dealing with management of the landscape—

Reserver agrees on behalf of itself, its successors and assigns, licensees and invitees not to commit waste or remove any timber for commercial purposes, and that no timber shall be cut within 200 feet of the western line of the main North-South Road as it exists as of 11/2/70 crossing through Tract 4-N.

Reserver has the right to construct and maintain sanitary disposal facilities of all types, including garbage dumps, to be constructed and maintained in accordance with Federal/State regulations and provided that said facilities will be screened from public view from the main North-South Road as it exists on 11/2/70.²²⁷

These two rights deal with the removal of timber and waste management. The Table Point Co., Inc is therefore responsible for maintaining the landscape of their tract of land for the future. Park visitors do not want to be hiking along the Main Road and see piles of garbage or large

²²⁵ *Tract 01-102 (a)*, Table Point Co, Inc retained rights Agreement, November 2, 1970, 1.

²²⁶ Table Point Co., Inc. Agreement, 2.

²²⁷ Table Point Co., Inc. Agreement, 2.

swaths of trees cut down; and neither is good for the island ecosystem. This is an example of the early National Park Foundation agreement prior to the enabling legislation, hence planning for the creation of Cumberland Island National Seashore and its assumed tenancy agreements.

Coleman C. Johnston December 11, 1970 – Tract 01-101 (a)

Coleman C. Johnston is the sole reserver for the estate located on Tract 01-101(a). This agreement has two deed dates posted—December 11, 1970 and May 27, 1975. In the discussion of retained rights agreements on Cumberland Island, it is placed in this position chronologically because of the first date. This earlier date indicates that Mr. Johnston began talks with the NPS before the enabling legislation for the creation of Cumberland Island National Seashore was put into effect. However, the term of the estate is based off of the 1975 date. The term states this reserved estate is a “36-year estate for non-commercial residential purposes only beginning on 5/27/75 on 20 acres.” The reason for this later date of May 27, 1975 is the reserver, Mr. Johnston, took advantage of one of the reserved rights which stated “

Reserver has the right to substitute within ten years from 12/11/70 a 20 acre or less parcel to be located in the northern portion of Tract 5S, (should have read 4N, see Agreements dated 12/12/73 and 5/7/75) subject to all the same conditions and terms herein. If this right is not exercised in 10 years and a dwelling structure completed thereon, the substitution right shall expire. Neither NPS nor the Reserver shall be entitled to compensation with respect to the substitution, and the cost of surveying shall be borne by the reservers. (Substitution completed in 5/27/75 Deeds.)²²⁸

By substituting his original tract of land for another as described above, a new deed was created and the original 40 year lease was begun again on a new plot of land, shortening the lease to 36 years as Mr. Johnston had already held land-use rights on the island for four years.

²²⁸ *Tract 01-101 (a)*, Coleman C. Johnston retained rights agreements, December 11, 1970, 2.

In addition to the commonly found rights described in earlier agreements, there is an interesting right that deals with the future of the property—“The estate will cease and terminate without need of notice or other act by the NPS at the end of its term; and upon termination all interests in the land, and the improvements constructed by Reserver shall belong to the NPS.”²²⁹ This is the first retained rights agreement to address what will happen at the end of the lease’s term. It is stated very clearly and plainly that at the end of the term, all interest and improvements become property of the NPS. The term of the lease was set to end in May 27, 2011 which coincided with the end of several tenancies on Cumberland Island. These properties will be addressed later in the chapter.

Lucy C.J. Graves Talbott December 15, 1970

Lucy C.J. Graves Talbott became the sole Reserver for tract 01-101 and Tract 02-162 through the retained rights Agreement dated December 15, 1970. The term of her lease is “40 year estate ending on December 15, 2010 for non-commercial residential purposes beginning December 15, 1970 on one 5.95 acre tract, and beginning March 9, 1978 on one 9.90 tract...together with any improvements constructed thereon...”²³⁰ This is interesting because of two parcels with two different lease start dates both ended on the same date, December 15, 2010.

While some the aforementioned retained rights agreements stated the retained rights holders had the right to maintain existing structures, or “improvements,” which predated the agreements, this agreement is the first to state that the Reserver **MUST** maintain them—“

Reserver will maintain all improvements existing on 12/15/70 in a good state of repair at her own expense, and will maintain in force, during the retained use term, a fire insurance policy on the improvements existing on 12/15/70 at a value of \$5000 on the

²²⁹ Coleman C. Johnston Agreement, 2.

²³⁰ *Tract 01-101 (f) and Tract 02-162*, Lucy C. J. Graves retained rights Agreement, December 15, 1970, 1.

‘Grange’ with NPS included by endorsement to the policy in the event of loss as a co-payee with Reserver, as their interests appear.²³¹

Not only must the shareholder maintain the existing improvements, Mrs. Talbott was required to also carry fire insurance. This is the first agreement to state the shareholder must carry fire insurance; in earlier agreements it was stated the shareholders were not required to carry fire insurance. This is indicative of the NPS thinking ahead, or planning for the future in regard to to this tract of land, taking the built environment into account in addition to the natural environment. The Grange was built by Lucy Carnegie and became the home to William Page, estate manager, in 1895. This home, while not as ornate as the Carnegie mansions on the island, was constructed to compliment the larger homes. The wallpaper used inside the home matches that used in Plum Orchard. Because of the connection with the Carnegie family and its location within the Dungeness historic district, this building carries with it a certain level of historic significance, hence why the NPS sought to protect it by adding in the fire insurance requirement.

Mary R. Bullard April 12, 1971 – Tract 02-109

This retained rights agreement lists Mary R. Bullard as the Reserver, along with her spouse and her last surviving child. The term of this agreement states “Life estate for non-commercial residential purposes only for the life of the Reserver, her spouse, and her last surviving child., on 10.10 acres...”²³² The only reserved right in this agreement which is of note, as the majority are found in previously discussed agreements, is

Reserver has the right of unrestricted vehicular passage by motorized, or other, conveyance over the established road and trail system on those lands owned or acquired by NPS on Cumberland

²³¹ Lucy C.J. Graves, 2.

²³² *Tract 02-109*, Mary R. Bullard retained rights Agreement, April 12, 1971, 1.

Island, including travel to, from, and on the ocean beach, it being understood and agreed that said right to travel on the ocean beach shall terminate upon the death of Mary R. Bullard. The right to unrestricted travel is non-assignable except as to the Main Road.²³³

In addition to allowing vehicular access over the Main Road and other established roads on the island, there is the mention of travel on the beach itself. Vehicular access is allowed, by this agreement, until the death of Mary R. Bullard, the primary Reserver. This is the first agreement to address driving on the beach, but not the first to address driving on beach roads to access the beach. This is interesting because future agreements will include right to beach access.

Margaret C.R. Sprague April 12, 1971- Tract 02-115

Another retained rights agreement that predates the enabling legislation of Cumberland Island National Seashore is that of Margaret C.R. Sprague, her spouse, and last surviving child. The term of this agreement states it is a “life estate for non-commercial residential purposes for the life of the Reserver, her spouse, and last surviving child, on 15.10 acres...”²³⁴ Like earlier agreements, this document gives the right to the reservers to construct new single-family residential buildings; in this case, a construction maximum of three buildings is allowed.

However, this agreement is different in its terms of construction,

Reserver and her heirs shall be permitted at any time during the retention of use to construct or reconstruct a maximum of three single-family residential buildings. This construction right shall include the right to provide such support facilities, including fences and outbuildings as the Reserver deems necessary to contribute to the enjoyment of her estate²³⁵

²³³ Mary R. Bullard Agreement, 2.

²³⁴ *Tract 02-115*, Margaret C.R. Sprague retained rights Agreement, April 12, 1971, 1.

²³⁵ Margaret C.R. Sprague Agreement, 2.

This right is different than others allowing for the construction of new buildings because there is not a deadline within which construction must be completed, as found in previous agreements. Construction of new residential buildings is allowed for the entirety of the life estate instead.

Thornton Morris July 12, 1971- Tract 01-102 (b)

Dated to July 12, 1971, the retained estate located on Tract 01-102 (b) was leased to Thornton W. Morris, his heirs and assigns as a “life estate of the use and occupancy for non-commercial residential purpose ending upon the death of each and every shareholder on 11/2/70 of Table Point Co, Inc., or the death of their last surviving child, whichever is later.”²³⁶

Immediately, this retained rights agreement is different than the rest of the agreements on Cumberland Island, regardless of the time they were drafted and went into effect. The primary difference with this agreement is that it mentions shareholders of another retained rights agreement, the Table Point Co., Inc. as the beneficiaries of this agreement, rather than Mr. Morris, his heirs and assigns directly. After providing detailed metes and bounds information, as is found in all the agreements pertaining to tracts of land, many of the retained rights are identical to ones found in previous agreements; especially those of Carnegie descendants. While not a member of the Carnegie family, Mr. Morris did receive his tract of land prior to the enabling legislation and negotiation of the retained rights from a member of the family, so it makes sense as to why the agreements are so similar. The interesting point of this agreement, therefore, is the terms of the agreements, which as stated above, mentions the shareholders of Table Point Co., Inc. Therefore, while this is a life estate, it is not subject to the life of the Reserver, but rather those of the Table Point Co., Inc.

²³⁶ *Tract 01-102 (b)*, Thornton Morris retained rights Agreement, July 12, 1971, 1.

Lucy Foster July 9, 1973 – Tracts 02-134, 02-145, and 02-191

Tracts 02-134, 02-145 and 02-191 are designated as a Retained Estate for the following reservers: Lucy Foster (a/k/a Lucy Sprague Foster), her heirs and assigns; Franklin R. Foster, his heirs and assigns; Franklin R. Foster as Trustee for Franklin Whittington Foster, his successors and assigns; and Franklin R. Foster as Trustee for Lucy Carnegie Sprague Foster, his successors and assigns. The Retained Estate held by Lucy Foster and her family includes Stafford House as well as Chimneys House, located on two parcels. The term under which the Retained Estate is much more complicated regarding how it is split up among the shareholders. The terms states the estate is a

“Life estate to Lucy Foster (a/k/a Lucy Sprague Foster) in an undivided $\frac{1}{4}$ interest, life estate to Franklin R. Foster in an undivided $\frac{1}{4}$ interest, life estate to Franklin R. Foster as Trustee for Franklin Whittington Foster in an undivided $\frac{1}{4}$ interest, and life estate to Franklin R. Foster as Trustee for Lucy Carnegie Sprague Foster in an undivided $\frac{1}{4}$ interest. All life estates to be measured by the lives of Lucy Foster, Franklin r. Foster, Franklin Whittington Foster, and Lucy Carnegie Sprague Foster, and to terminate only upon the death of the last survivor of said persons. The life estates are for non-commercial residential purposes and are on two parcels, a 5.83 acre parcel and a 15 acre parcel.”²³⁷

The estate is divided into two parcels because there are two existing structures located apart from one another. The two homes the agreement pertains to are Stafford House, a Carnegie home constructed in 1901, and the Chimneys House, located where the slave quarters were burned by Robert Stafford Jr. which led to the settlement of Half Moon Bluff on the North End. As Carnegie descendants, several of the rights are similar to those discussed above. There are some rights, however, which are unique to this agreement, such as, “reservers shall not construct additions to existing structures or construct additional structures.”²³⁸ This is the first agreement

²³⁷ *Tracts 02-134, 02-145, and 02-191*, Lucy Foster retained rights Agreement, July 9, 1973, 1.

²³⁸ Lucy Foster Agreement, 3.

which states the reservers are not allowed to construct any additional buildings or make changes to existing structures. Because of the historical significance of these buildings, the NPS obviously desired to maintain their appearance and historic integrity. This agreement was drafted after the enabling legislation for the national seashore was written and passed, so the NPS already had a presence on the island. This would explain the inclusion of this right, since in the Cumberland Island GMP, the Stafford House and Chimneys (as well as the Grange, discussed above) are both mentioned as having important historical significance and could be used in the future at the end of leases to tell the stories of plantation history on the island.

A second right included in this agreement which should be discussed states “reservers shall be responsible for all property taxes, utility charges and special assessments levied by state and local authorities or chargeable by utility companies for services furnished during the period of the retained estate.”²³⁹ While previous agreements had mentioned the right to public utilities both on the part of the NPS as well as the retained rights holders, this is the first to mention taxes and fees associated with these properties. This statement makes the reservers bear the financial responsibility of the property in return for their continued use.

There is a right included in the agreement dealing with ingress and egress to the properties that is very similar to those mentioned above and mentions the use of an airstrip. However, the difference here is that instead of mentioning the possibility of an airstrip being maintained by the NPS in the future, there was already an airstrip being maintained and used on the property by the owners.

reservers have the right of ingress and egress to the properties reserved for the period of the retained estates, together with the right to the continued use, operation and maintenance of the aircraft runway presently located on their land adjacent to the premises conveyed herein, jointly with others so entitled to use

²³⁹ Lucy Foster Agreement, 3.

said airstrip, at their pro-rata expense for use with the other persons, subject to the right of NPS to substitute other aircraft runways of equal or better quality and comparable utility which NPS may operate and maintain on Cumberland Island for the NPS' use and the non-exclusive use and benefit of the reservers in lieu of the present airstrip, in which event reservers shall discontinue use of their airstrip.²⁴⁰

This is the first property that had its own airstrip already in use on the island to negotiate a retained rights agreement. At the time of negotiation, air travel to the island was common and there was concern that the NPS would not allow the construction of new docks or use of pre-existing ones that would come under control of the NPS. Therefore, the inclusion of the right to travel by airplane to the island was a perceived necessity. Air travel by small, private planes does still occur on the island at the two airstrips that exist on the island, but travel by boat is much more common than it was at this time.

Lucy Carnegie Sprague Foster 1/2/1975 – Tract 02-112

This next retained rights agreement is dated January 2, 1975 and pertains to what is known as the Stafford Beach House. The reservers of this estate are Lucy Carnegie Sprague Foster, Franklin Whittington Foster, their heirs and assigns. Lucy Carnegie Sprague Foster and Franklin Whittington Foster are each listed as having $\frac{1}{2}$ undivided interest. The term of this estate is

25-year estate of use and occupancy for non-commercial residential purposes beginning on January 2, 1975, on 1.00 acre...together with the residential building and the outbuildings, structures and systems...The one acre shall include the road immediately adjacent to the residential buildings and the use of the road shall be limited to the reservers, their heirs and assigns; and to the United States solely for Cumberland Island custodial and security purposes and not for general purposes. The U.S.

²⁴⁰ Lucy Foster Agreement, 4.

recognizes the right of reservers to establish and enforce reasonable rules governing the use of the road.²⁴¹

The terms of this lease are important to note because not only is the property on which the existing home is located included, but the adjacent road is also mentioned. In addition to the 25 year lease for the property, one of the rights in the agreement gives the reservers the “right, in perpetuity, to have reasonable access to, and use of, the Family Cemetery...to visit and decorate the gravesites; and to provide the necessary upkeep and maintenance on a prorate basis with others.”²⁴² This means that even after the termination of the lease, those mentioned in this agreement as the rights holders would have access to and use of the cemetery; the same Family Cemetery mentioned in above agreements and in Case #1667.

Another right included in this agreement which is important to discuss states “reservers have the right to maintain a vehicle or vehicles on the reserved area together with such ancillary facilities and services as are reasonable in order that the reservers shall be able to use and enjoy the access and road rights described herein.”²⁴³ Previous agreements, as well as this one, make mention of the right of vehicular access along roads and trails on the island, but this is the first agreement to specifically address the right to maintain a vehicle on the island. This is perhaps due to the date of this agreement being after the establishment of Cumberland Island National Seashore. As a national seashore, vehicular travel was banned on the island except for NPS vehicles. Therefore, the inclusion of such a right would have been necessary in order for the right of vehicular access to have been enforceable for the reservers of this estate.

²⁴¹ *Tract 02-112*, Lucy Sprague Foster retained rights Agreement, January 2, 1975, 1.

²⁴² Lucy Sprague Foster Agreement, 2.

²⁴³ Lucy Sprague Foster Agreement, 3-4.

Olsens July 25, 1977 – Tract 01-119

Created after the establishment of Cumberland Island as a national seashore, the retained rights agreement of the Olsen family lists many members as reservers, rather than, as seen in previous agreements, listing a few people and then stating “their children.”²⁴⁴ Those listed in this agreement include Virginia Olsen Horton, Olaf Helmer Olsen, Thora Olsen Kimsey, Sonja Olsen Kinard, Karen Olsen Cate, Sonja Lewis Olsen, Karol Kinard, Karl Olaf Kinard, Charles Dexter Kisey, Jr., Eric Daryl Kimsey, Michael Olaf Kimsey, David Huff Kimsey, Philip Olsen Kimsey, Robert Edgeworth Horton, Jr., Lewis Olsen Horton, Helene Horton, Jennifer Leigh Horton, Robert E. Horton, Gloria L. Olsen, Charles D. Kimsey, Karl, W. Kinard, Jr., Henry Cate, and Kathie S. Kimsey along with their heirs. The terms of this estate state it is a “Life estate of use and occupancy for non-commercial residential purposes for the above reservers ending upon the death of all of them...on 2.51 acres...”²⁴⁵ Dated to 1977, this is one of the last retained rights agreement to be negotiated on the island. There are several rights that are of interest and differ from those found in earlier agreements. The first of such states “Use of lands and improvements shall be limited to non-commercial residential purposes with the knowledge that the Cumberland Island National Seashore is intended by Congress to be preserved in its natural state.”²⁴⁶ The inclusion of the term “Cumberland Island National Seashore” is important to note because it is the first time that the name of the NPS site is mentioned in a retained rights agreement. It would not have been seen in the agreements predating the enabling legislation, but it is also not found in the first agreements drafted after the enabling legislation. This right also insinuates that upon the termination of the lease, the improvements could be removed since it states Cumberland Island

²⁴⁴ *Tract 01-119*, Olsen retained rights Agreement, July 25, 1977, 1.

²⁴⁵ Olsen Agreement, 1.

²⁴⁶ Olsen Agreement, 1.

National Park is meant to be preserved “in its natural state.” This is the first right listed in the agreement and sets the tone of the NPS planning for the future of these 2.51 acres.

Another right of note is “Reserver has retained all rights pertaining to fishing, hunting, and harvesting of clams and oysters that they originally possessed.”²⁴⁷ As a national seashore, activities such as these are permitted. While hunting is mentioned in previous agreements, this is the first to make note of similar activities.

The third right in the agreement states “Members of the public shall have no right to enter upon any or the retained area of to use it for any purpose without the permission of Reserver.”²⁴⁸ While some previous agreements had given exclusive rights to certain roads or use of property, this agreement directly addresses park visitors and does not allow them onto the property without permission of the Reserver.

There are several rights listed in this agreement which pertain to resource management.

The first right dealing with this states

Reserver shall take reasonable care to avoid damage to Federal lands or property through the spread of fire originating on the reserved area, through the spread of sewage or other polluting substances originating on the reserved area, or by any other activities representing a nuisance or hazard to the adjacent or nearby Federal lands or property. No dump of ashes, trash or any unsightly offensive material shall be placed upon the adjacent or nearby Federal land. No live tree shall be cut without the written permission of the Superintendent of the Seashore. Removal of dead, diseased, or injured trees shall be permitted.²⁴⁹

This right is pertaining to the natural landscape within and adjacent to the reserved right area.

However, because it is being managed by the reservers for the purpose of residential use, the natural landscape also becomes a vernacular cultural landscape, evolving over time through the

²⁴⁷ Olsen Agreement, 1.

²⁴⁸ Olsen Agreement, 1.

²⁴⁹ Olsen Agreement, 2.

continued use of the many reservers listed in the agreement. There is also a right included in the agreement pertaining to the maintenance and management of the built environment of the reserved area

Reserver shall not materially add to nor materially alter the character of the existing improvements or structures, or perform any new construction or change to the topography of the land, without first having obtained the permission in writing of the superintendent of the Seashore. Presently existing improvements may be repaired or replaced in the event same are damaged or destroyed by whatever cause and to the extent required to correct normal wear and tear and to provide normal maintenance and upkeep. Reserver shall have full rights to transport materials and supplies to the reserved area for purposes of such improvements, construction, and maintenance.²⁵⁰

While the first right in this agreement addresses the intention to preserve Cumberland Island National Seashore in its natural state, this right could be seen to show the NPS has left room for a re-evaluation of the property to occur. The NPS has given the reservers the right to maintain existing improvements for their enjoyment, but are not allowed to alter them in any way that would affect their character. All of the responsibility of the property falls onto the reservers, which is reinforced in the next right which states

The NPS shall have no responsibility in connection with maintaining the premises and all structures thereon in proper repair and sanitation, except to the extent it may be voluntarily, in cooperation with and with the approval of the Reserver, undertake preservation work on improvements or structures the NPS has determined to be needed by the United States after the termination of the period of use and occupancy.²⁵¹

This follow-up statement addresses the future of the retained rights area as well, providing for the possibility of continued preservation of structures located within this area. Many of the rights included in this agreement do not pertain to what the reservers are allowed to do on the property

²⁵⁰ Olsen Agreement, 2.

²⁵¹ Olsen Agreement, 2-3.

or on the island, but rather seem to have been put into place by the NPS in order to plan for the future of this area of the national park. The final right in this agreement reinforces this notion.

The right of use and occupancy shall terminate upon expiration of the period named above or upon the Sale or voluntary relinquishment by quitclaim deed to the United States of America by the Reserver. The Reserver shall remove all personal property from the premises within 90 days of the termination of the right of use and occupancy. Any personal property not removed within such period shall be considered abandoned and shall become the property of the U.S. unless the Reserver shall seek and be granted an extension of time because of unusual and justifiable circumstances... Upon such date as all property is removed, or within 90 days of the termination date, whichever shall first occur, the Reserver shall peacefully surrender the premises to the NPS.²⁵²

This right is addressing the actual process of control of the property being transferred from the reservers to the NPS, which is the first right in an agreement to do so in such terms. Not only are the structures mentioned, but personal property of the reservers is also addressed. This agreement, as were all of the retained rights agreements on Cumberland Island, was negotiated at a time when DO #53: Special Park Uses did not exist. The inclusion of this last right in the agreement addresses one of the issues that is also addressed in Directors' Order #53 Special Park Uses; use and occupancy contracts cannot be extended past their termination dates. Without DO #53, this issue had to be directly addressed in this individual contract. While not included in the previous agreements, the extension of leases would not be allowed because of the enforcement of DO #53: Special Park Uses today.

Ruckdescel February 28, 1980 – Tract 04-134

The retained estate located on Tract 04-134 is the smallest of the retained estates on Cumberland Island at 0.31 acres. Dated February 28, 1980, the Reserves of this estate are Carol

²⁵² Olsen Agreement, 3.

A. Ruckdeschel, Earl R. Ruckdeschel, and Anne R. Ruckdeschel. The term of their lease retained rights agreement states this tract is a “life estate of use and occupancy for single family non-commercial residential purposes.”²⁵³ The location description of this estate is very specific, yet, unlike the others, does not list metes and bounds to mark boundaries of the retained rights area. Instead, the description uses plat maps and states

All that certain tract of land lying and being situated on Cumberland Island, sometimes called the Island of Great Cumberland, Camden County, Georgia, and more particularly described as follows: Lots 3, 4, 11 and 12 of Luther Martin Half Moon Bluff Subdivision, also known as “The Negro Settlement.” Excepting the northerly 2/3 of Lots 11 and 12 being the same land conveyed to Robert Rischarde, et ux by Carol A. Ruckdeschel, et all.²⁵⁴

Because of Half Moon Bluff’s previous subdivision, the lot numbers provided in this description refer to specific lots and houses in the area. Because of the location of Ruckdeschel’s reserved use area within the Half Moon Bluff settlement, the built environment is carefully planned for in the agreement, with many of the rights pertaining to the preservation of the house located on the land. The first of such rights states

The Reserver shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land without first having obtained the permission in writing of the NPS. Any building or structure damaged or destroyed by fire or other casualty or deteriorated by the elements of wear and tear may be maintained, repaired, renovated, remodeled or reconstructed so long as the basic character of the building or structure is not materially altered.²⁵⁵

Similar to other agreements, this right dictates that the character of existing improvements and structures cannot be altered. As stated in Chapter 3, Half Moon Bluff was the settlement created

²⁵³ *Tract 04-134*, Carol Ruckdeschel retained rights Agreement, February 28, 1980, 1.

²⁵⁴ Ruckdeschel Agreement, 1.

²⁵⁵ Ruckdeschel Agreement, 1.

by freed slaves after the Civil War. While others moved to the island in the following years, many of the residents were descendants of these freed slaves and the homes and church located in the area were built by them. The majority of the land on which the Half Moon Bluff settlement was created is owned and managed by the NPS currently, including the First African Baptist Church. Therefore, the appearance of the structures on this tract of land is very important to the NPS in order to present to park visitors a collection of buildings to tell the story of African Americans on the island. This is also seen in another right which states

The Reserver shall keep the grounds of the reserved area in a clean and neat condition and shall maintain all structures and improvements in good repair. The Reserver is responsible for all costs arising out of the reserved area, including all costs of maintenance and repair and all utility charges. The NPS has no responsibility for any charges or expenses in connection with the reserved area.²⁵⁶

This right reinforces the previous one which stated the Reserver could make no changes.

Therefore, in addition to not altering the appearance of the existing structures, the Reserver shall be required to actively maintain the appearance and character as well. Other rights which are mentioned in this agreement are also found in previously discussed agreements: requirements of the Reserver to pay taxes, right of ingress and egress, etc. Similar to the Olsen agreement discussed above, however, there is a right which directly addresses the termination or relinquishment of the retained rights area

The Reserve shall peacefully relinquish possession and control of the reserved area upon the expiration of the term of the right of use and occupancy. They shall leave the reserved area in a neat and clean condition. They shall not remove any structures or other improvements which are permanently affixed to the realty unless proper arrangements, with adequate consideration for such removal, have been made with the NPS. Any personal property left

²⁵⁶ Ruckdeschel Agreement, 1.

on the reserved area upon the expiration of the term may be disposed of by the NPS.²⁵⁷

In addition to addressing the removal of personal property as seen in the previous agreement, there are other stipulations included. The Reserver will be required to turn the property over to the NPS in a clean and neat condition and not only do they need permission to remove any improvements, but the process for the removal must be considered as well. These stipulations are also due to the location of the retained rights area in Half Moon Bluff. The structures would be immediately entered into the entire collection of buildings and opened to public visitation upon the termination of the lease and therefore it is necessary to provide for an easy and clean transfer to the NPS.

James Grover Henderson August 24, 1981 – Tract 01-113

The retained rights agreement of James Grover Henderson also lists Irene B. Henderson and their heirs as the reservers of this property. The location of this area is described using metes and bounds and the term of the use of this area states it is a “Life estate of use and occupancy for non-commercial residential purposes ending upon the death of both of the owners...on 1.07 acres...”²⁵⁸ This agreement is very similar to the others discussed above; issues of ingress, egress, hunting and fishing, exclusive use and resource management are all addressed. Issues raised in agreements both pre and post enabling legislation are found in this agreement. A right found in many of the agreements is the right to carry insurance to protect structures as well as the right to repair or rebuild in the case of fire or other event. However, the terms of such right in this document vary from the others

²⁵⁷ Ruckdeschel Agreement, 2.

²⁵⁸ *Tract 01-113*, James Grover Henderson retained rights Agreement, August 24, 1981, 1.

It shall be the responsibility of the Reserver to protect their interest and investment in the improvements on the retained estate. The NPS will not be responsible for insuring the retained estate nor for repairing or rebuilding such premises should they be damaged or destroyed, regardless of cause. Reserver shall be permitted, but not required, to maintain such insurance. Likewise, neither the UNITED STATES, nor its officers, agents or employees, shall be responsible for injuries to any persons which may arise from the use and occupancy of the property. Reserver has the right to rebuild or repair any premises damaged or destroyed, but Reserver is under no obligation to do so. In the event the premises are totally or partially destroyed, Reserver shall, within two (2) years from the date of such destruction, upon written request of the Superintendent of the Seashore, notify such Superintendent of Reserver's intention to either repair or rebuild the premises or of Reserver's retained rights in the premises. If Reserver elects to release any and all interest they may possess in the property, all owners of retained interests shall execute a release to same within a reasonable period of time, at no further consideration by the NPS. If Reserver elects to repair or rebuild, said rebuilding or repairing shall be commenced within ten (10) years from the date of notification of such election.²⁵⁹

In previously discussed agreements, all repair and reconstruction work was required to be completed within 24 months of the damage occurring, otherwise the lease would end. This agreement is unique in that the reservers have two years to decide whether or not repair or reconstruction will occur and then have ten years in which to complete it. Perhaps this is due to this being a life estate rather than a lease with an end date.

High Point Inc., January 20, 1982 – Tract 01-104

The reservers of this agreement are set up as a company, similar to Table Point Co., Inc and the Olsens discussed above. The Reserver is a company, High Point, Inc., with several members of the extended Candler family listed as the shareholders. Those listed in the agreement are Mrs. Claire Clement Lucille Candler, Charles Howard Candler, III, Walter Tolbert Candler,

²⁵⁹ James Grover Henderson Agreement, 3.

Catherine Claire Candler, Douglas Harper Candler, Charles Howard Candler, IV, Mrs. Glenn Candler Fuller, Thomas Fuller, III, Thomas Fuller, IV, Cynthia Anne Fuller, Cynthia Anne Fuller, Samuel Ozburn Candler, Mrs. Beth Denny Candler, Samuel Glenn Candler, Beth Meredith Candler, Catherine MacGregor Candler, Richard Allen Candler, Mrs. Mary R. Warren, William C. Warren, III, William C. Warren, IV, Thomas R. Warren, Catherine Anne Warren, Glenn D. Warren, James K. Warren, Howard C. Warren, Mrs. Catherine W. Dukehart, Lamar Q. Ball, III, David A. Ball, and William A. Ball. The terms of this estate are “life estate of use and occupancy for non-commercial residential purposes, ending upon the date of death of the last surviving shareholder named above, on 38.00 acres, known as the High Point Compound, together with any and all improvements including various dwellings and outbuildings...”²⁶⁰

Many of the same rights found in agreements from the same period are found in this agreement, there are some differences in wording which allow for exclusive use of the property. One example is the right which states “reservers have an exclusive right of use and occupancy of the High Point Compound and improvements located thereon. Said right to be used without unreasonable interference or objection by NPS, as well as the right to post the High Point Compound with “No Trespassing” signs, so as to stop traffic by other parties thereon.”²⁶¹ This right states the reservers have the right to exclusive use as well as enforcing said exclusive use.

In regard to ingress and egress methods, the use of airstrips has been addressed in other agreements. These other rights mentioned either reserving the right to use an airstrip that was created and maintained by the NPS, potentially, or the use of a preexisting airstrip at Stafford.

This agreement, however, makes mention of a different airstrip

Reservers have the exclusive right of use of the fenced area known as the High Point airstrip, and the hangar located thereon, for use

²⁶⁰ *Tract 01-104, High Point Inc. retained rights Agreement, January 20, 1982, 1.*

²⁶¹ *High Point Inc. Agreement, 2.*

as a means of non-commercial motorized aircraft access to and from Cumberland Island, together with any present rights of access, ingress and egress over the existing road which passes the church located at Half Moon Bluff Subdivision, or any other route mutually agreeable to the reservers and the NPS; provided, however, that the NPS shall have the privilege to use said area to provide access for the purpose of administration and maintenance of the property. The reservers shall have the right to construct fencing and post signs to exclude the general public therefrom; but the NPS shall upon specific request to the reservers, have the right to approve the type and manner of such fencing and signs.²⁶²

In addition to this right, there are others such as the right to vehicular passage over the island and along roads, mentioned in previous agreements as well. This right not only includes rights of ingress and egress along roads and via airplane, but also mentions the right to publicly post notices to park visitors that the property is not part of the national seashore. In addition to this right, there are others that note the reservers have the right to vehicular passage over the island and along roads mentioned in previous agreements as well. However, as in other agreements, there is mention of the NPS maintaining a right to approve physical changes to a property. In previous agreements, this was in regard to physical changes to buildings and new construction. In this right, it is in regard to fencing and signage.

Another right of particular interest deals with the management of the existing built structures located within the reserved use area. The right states

Reservers contemplate the construction, refurbishing, improvement, rebuilding, and modernizing of the various dwellings which were located upon the High Point Compound on February 1, 1970. It is acknowledged that the reservers intend to rebuild the dwellings, free from restriction, involvement or any effect in any other way by the NPS in the reconstruction of the dwellings. It is understood that the NPS will not in any way interfere with, have any responsibility for, nor in any way be involved in, the process of reconstruction of the dwellings for a period of four (4) years from 1/20/82. The NPS specifically agrees

²⁶² High Point Inc. Agreement, 2.

that it shall not interfere with the improving, remodeling, construction, building, planning, or any other such activities which result in causing the dwelling to be constructed in a manner satisfactory to the reservers, so that same shall be of the desired quality for the generations which shall utilize them for the term of retention. The NPS shall have neither the right nor the obligation to supervise or otherwise have any control over the size, method or material of construction, appearance, style, nature, or other characteristics of the dwellings. The NPS agrees that the reservers shall have the full authority to determine the nature of the construction within the High Point Compound, in the same manner as if it had owned the High Point Compound in fee simple without regard to the deed to the U.S.A. The reservers specifically agree to perform no construction of new homes in existence on February 1, 1970, and shall only perform such construction on the dwellings.²⁶³

This right is very different from any of the other agreements dealing with the maintenance of existing structures and/or the construction of new dwellings. There is a time limit within which any new construction must have been completed, which has been seen in previous agreements. However, the wording of this agreements states that work to existing structures can be done or altered in ways that pre-existing structures on other parcels of land were limited. Rather than maintaining the appearance or character of the buildings, this right allows High Point Inc. to complete various types of work on the existing structures during a period of four years. The follow up right to this one states what happens at the end of the four year period, which ended in 1986—

After the expiration of the period of four (4) years in item No. 10 above, the reservers shall not add to nor materially alter the character of existing improvement or structures contained within the High Point Compound, other areas where the reservers reserve easements and rights of use and occupancy, nor perform any new construction or change the topography of the land without first having obtained the permission in writing of the NPS. Any building or structure damaged or destroyed by fire or other casualty or deteriorated by the elements, or wear and tear, maybe maintained, repaired, renovated, remodeled, or reconstructed so

²⁶³ High Point Inc. Agreement, 4.

long as the basic character of the building or structure is not materially altered, from that existing as of the date of expiration of such four (4) year period as specified above.²⁶⁴

Following the four year period during which any type of reconstruction or remodeling of existing structures was allowed, the agreement reads similarly to those with existing structures on the property discussed above. The appearance and character of buildings as they appear after this four year period is what the reservers are required to maintain. The reservers are also allowed to maintain and repair structures in order to care for the appearance and character of the structures.

Miller Family August 6, 1982 – Tract 01-122

The retained rights agreement for the Miller family lists several members of the extended family as the reservers. They are listed in the agreement as: Mrs. L.S. Miller, Sr., Mary Edna Miller, Laurence S. Miller, Jr., Henry Burr Miller, Mary K. Miller Canon, Ouida Kimbrough Miller, Hampton Stephenson Bishop, Matthew, Laurence Bishop, Arthur Lanier Bishop, Jr., and Amy Miller Bishop. The retained estate is, like many others on the island, a life estate. The term states Tract 01-122 is a “Retained estate of use and occupancy for single-family, non-commercial residential purposes for the lives of all of the above reservers...”²⁶⁵

This retained estate’s rights reflect the time during which it was negotiated. Dated to 1982, this agreement was put into effect well after the enabling legislation for Cumberland Island National Seashore was signed. NPS presence on the island had an effect on the rights negotiated for the Miller family, which can be seen throughout all the agreements negotiated after the enabling legislation. While there are many similarities between such agreements, there is one right within this retained rights agreement which should be discussed.

²⁶⁴ High Point Inc. Agreement, 4.

²⁶⁵ *Tract 01-122*, Miller retained rights Agreement, August 6, 1982, 1.

In addition to not changing the character of existing buildings by adding to or altering them, ingress and egress, and other rights found in many of the previously discussed agreements, the last right in the agreement states “The Reserver fully understands that by reserving the right to use and occupancy reserved they waive replacement housing benefits under Section 203, 204, 205, and 206 of Public Law 91-646.”²⁶⁶ Previous agreements which had been created post-enabling legislation stated the reserver waved benefits from the above sections of Public Law 91-646, this agreement stated what those sections meant. These sections detail compensation for dwellings taken by a Federal Agency through eminent domain. In addition to monetary compensation, relocation services are also offered through Public Law 91-646. Those agreements created after the enabling legislation include this right, stating that the reservers waive such benefits.

²⁶⁶ Miller Agreement, 3.

APPENDIX C: Copy of Retained Rights – Cumberland Island Questionnaire

Retained Rights –Cumberland Island Questionnaire

1. In your own words, please describe how you/your family came to hold property on Cumberland Island?

2. Please describe the location of your retained property; check all that apply:

- Waterfront
- Forested
- Isolated
- North End
- South End



Marsh-Side

3. When (what year?) did discussions begin between your family and the National Park Service to create your retained rights agreement?

4. Were you a part of that discussion or was it a relative?

5. If you were involved, how much had you participated in the discussion? (active, heard about from relatives, lucky recipient?)

6. Is your retained rights agreement bound by a specific date, or is it a life tenancy?

- Retained rights agreement ends on a specific date
- Retained rights agreement is a life tenancy, tied to family members lives

7. If a specific date, when does the retained rights agreement end?

8. If life tenancy, how is that defined? (i.e. specific people or simply children of a family, etc.?)

9. How do you travel to Cumberland Island?

- Boat (private)
 - i. If boat, do you have access to a dock separate from NPS docks?

- Airplane
- NPS ferry from St. Mary's
- Greyfield Ferry
- Other (please describe)

10. How do you travel while on the island?

- Cars
- ATV/4-Wheelers
- Bicycle
- Walk
- Other (please describe)

11. How many homes are located within the property boundaries (and when were they built? By whom? Etc????)?

- 1

2

3

4

5+

12. Please fill out the following table for each house on your property. If more than 10 homes exist, please continue the pattern by writing in the additional information in the space provided below the table.

House #	Year the house was built (please circle one)						By Whom was each house built? (please circle one)			
	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
1										
2										
3										
4										
5										
6										

7	since 2003	1972- 2002	1964- 1972	1940- 1964	1900- 1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
8	since 2003	1972- 2002	1964- 1972	1940- 1964	1900- 1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
9	since 2003	1972- 2002	1964- 1972	1940- 1964	1900- 1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
10	since 2003	1972- 2002	1964- 1972	1940- 1964	1900- 1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you

If the house was built by someone other than a family member of yours, please indicate who below -

13. Please select all the following supporting structures located on your property; if more than one of each, please indicate the number of each on the line adjacent to the type of structure.

- barn _____
- water tower _____
- garage _____
- workshop _____
- dock _____
- other (please describe) _____

14. Please fill out the following table regarding supporting structures. If more than two of each type of structure exists on your property, please write in the information in the space below.

Supporting Structures	Year the structure was built (please circle one)						By Whom was each structure built? (please circle one)			
	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourselves	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Barn 1							Yourselves			
Barn 2							Yourselves			
Water Tower 1							Yourselves			
Water Tower 2							Yourselves			
Garage 1							Yourselves			
Garage 2							Yourselves			

Workshop 1	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Workshop 2	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Dock 1	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Dock 2	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Other 1 (please describe)	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Other 2 (please describe)	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourself	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you

Extra Space -

If the structures were built by someone not in your family, please elaborate here -

15. Is your property bounded by a fence? If so, what kind?

- Barbed Wire
- Wood Post
- Chain link Fence
- Tabby/Brick (or other type of masonry, please indicate if other)
- No fence

16. Please fill out the following table regarding fencing –

Fence Type	Year the fence was built (please circle one)						By Whom was the fence built? (please circle one)			
	since 2003	1972-2002	1964-1972	1940-1964	1900-1940	before 1900	Yourselves	Parents or close relative (generation before you)	Grandparents, or 2 generations before you	More than 2 generations before you
Barbed Wire										
Wood Post										
Chain Link Fence										
Tabby/Brick (or other type of masonry, please describe)										

17. For what purpose would you say the fence was built on your property? Please check all that apply.

- Keep wildlife out
- Fence in livestock (cattle, horses, etc)

- Keep park visitors out
- Set this property apart from the rest of the island

18. What types land uses have occurred on your family's property? Please check all and indicate which is the current use

- Secondary/vacation home
- Farm
- Hotel
- Hunting club
- Residential area (island residents homes who worked in other various locations on the island)

19. Have any buildings on your property been adaptively reused? For example, has a former barn or carriage house become a home?

20. How many people share this property?

Less than 10 people

10-20

20-30

40+

21. Do you have a full time caretaker on your property to care for the property on a daily maintenance basis? (Y/N)

If yes, is there more than 1 caretaker?

22. Have any additions or major renovations been done to homes?

Yes (If yes, please describe)

No

23. Do you know any Park Rangers/NPS Staff? (i.e. do you keep in contact with them, know them by their first names, etc)

24. How often do you discuss issues facing Cumberland Island with National Park Service employees, casually or formally?

- As needed, when an issue arises dealing with the island and safety (fires, hurricanes, turtle laying season, etc)
- Check in a few times a year
- Whenever you are on the island
- Frequent updates, such as once a month
- More often than once a month

25. Do park service employees come onto your property on a regular basis?

Yes

No

26. If yes, why? Please check all that apply

Part of your retained rights agreement

Park service needs to come through to access another part of the park

Invited onto property

Other (please describe)

27. Do park visitors come onto your property on a regular basis?

Yes

No

28. if yes, why? Please check all that apply

lost hikers/campers

invited onto property

park service brings them as part of a tour

other (please describe)

THANK YOU FOR YOUR TIME