
Land Acquisition and Retained Rights

Land issues form the central theme of the Cumberland Island National Seashore story. Acquisition of Carnegie and Candler land, defense against subdivision, and the negotiation of unusual and complex retained-use estates have politicized and complicated all other management issues. Hence an understanding of how the National Park Service acquired the island lands and the sacrifices it made to do so is critical. This chapter describes the government acquisition of more than 140 individual tracts of land on the island, where and why retained estates were granted, and the characteristics of the rights associated with those estates.

National Park Service land acquisition policy developed over many decades. During the early twentieth century, Congress and the presidents created parks from the public domain, and land acquisition was simple. The overwhelming majority of the property was already in federal hands. In summer 1959 the Park Service fielded 188 parks totaling more than 20 million acres. The inholdings (private lands) within those parks amounted to only 32,000 acres. The agency chose to ignore inholdings unless their owners threatened park resources or carried out activities contrary to park purposes.

For parks established after July 1959, however, the agency changed its land policy to prompt acquisition of all private lands. This change coincided with its aggressive pursuit of new recreation parks in already settled areas. Public land law expert Joseph Sax attributes this new policy to Park Service officials who “view ultimate fee acquisition as a faithful response to congressional policy and National Park history.”¹ In some areas the Park Service suspended land acquisition as long as local zoning remained re-

strictive. At Cumberland Island, however, because developers sought subdivision, such a suspension was never an option.

During the primary period of land acquisition at Cumberland Island, 1970-84, the Park Service initially avoided condemnation in deference to the original owners' willingness to support the national seashore and sell their lands cheaply. However, by the late 1970s the agency actively used this unpopular tool. A June 1977 memorandum from Park Service acting director Ira Hutchison explained the philosophy behind such actions:

More and more over the past several years there has been a notable reluctance on the part of some field managers to pursue the acquisition of certain inholding properties and to recommend and support legislation needed to adjust park boundaries, based primarily on their view that this would create an undesirable public relations problem with affected landowners and/or community relationships.

We recognize that we cannot be totally unmindful of these relationships, but we must also recognize that our primary responsibility is for the long-range protection of park resources and park environment. We *cannot* compromise this duty and responsibility of our stewardship for the generations yet unborn simply to make our job easier on a day-to-day basis.²

Thus land acquisition by any means, including condemnation, was both policy and moral charge for the National Park Service as it approached Cumberland Island.

Ultimately, the zealotry of this singular approach would be blunted by considerations for the generosity of the Carnegie heirs, by vast price increases, and by public antipathy to eminent domain and to the federal government in general. Indeed, by the late 1980s that antipathy made condemnation unacceptable to the public across the nation and to its congressional representatives as well.

When the National Park Service began shopping for Cumberland Island, its task seemed a simple one. A 1958 appraisal by Robert M. McKey showed only nine owners of 23,683 acres of upland and marsh (the area now held by the State of Georgia was not included). After a careful study of lands and structures, McKey suggested a total value of \$2,148,000. By far the largest owner was the Trust for Lucy C. Carnegie, with 91 percent of the land and 86 percent of the appraisal value. In 1965, after the trust ended and the independent ownership of a tract by the Olsen family was recognized, the agency still faced only twenty-five owners. A majority of them favored Park

Service acquisition. Optimistic officials believed that standard retained-estate contracts would see the seashore in fee simple government ownership by the end of the century.³

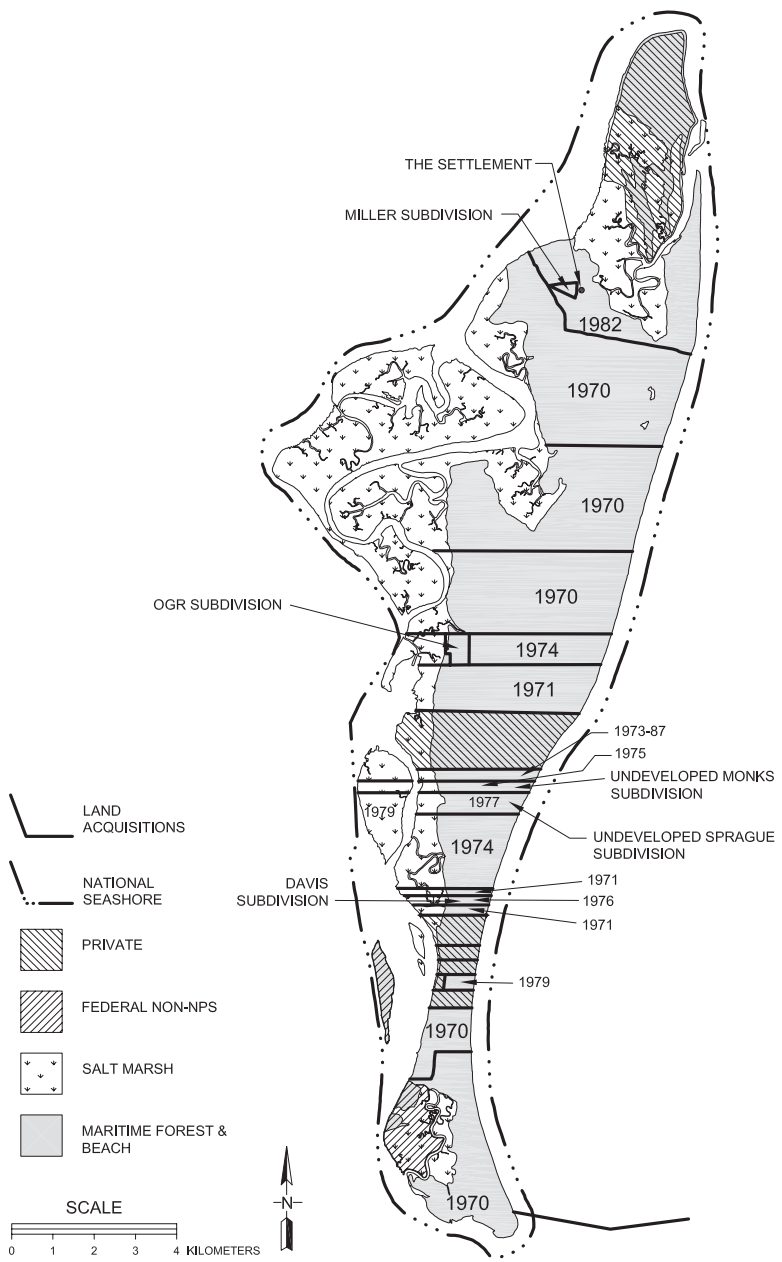
Over the next decade land acquisition would become vastly more complicated. The number of landowners swelled by more than 100. Six subdivisions would occur, including Fraser's grand project and three by Carnegie family members. Three of these would see residential construction (map 4.1). At the same time, the National Park Foundation, the organization charged with acquiring lands for the future park with donated funds, set a precedent by granting liberal but highly variable and complex retained estates to the original owners. When the National Park Service assumed negotiations, both large and small landowners drastically raised their prices and demanded equally generous retained rights.

Land Acquisition before 1973

When Congress established the National Park Foundation on December 18, 1967, its first major project was the acquisition of Cumberland Island with Andrew Mellon Foundation money. Even as the new organization struggled to organize, negotiations with Carnegie family landowners began. In order to carry out these negotiations, the Park Service lent experienced land officer George Sandberg to the project. The intense desire of all parties to make this seashore a reality led Sandberg to offer more generous retained rights than normal. Standard retained-rights agreements were for small parcels of land to be held for either twenty-five years or the lives of the sellers. At Cumberland Island typical terms included larger parcels for either forty years or for the lives of the sellers' children. Each Carnegie or Candler family landholder could secure one or more parcels for his or her piece of the island.⁴

Ironically the first landholder to sell was Charles Fraser. Embittered by the rejection of his project, he lashed out at the Carnegies and Clanders "who have this arrogant hostility toward the common man" and who destroyed what he regarded as an environmentally sensitive island plan.⁵ On September 29, 1970, Fraser sold his land in segments 5N and 4S to the National Park Foundation for \$799,500.⁶ He then took this money and developed a resort on nearby Amelia Island in Florida. This figure roughly equaled his cumulative cost for land acquisition and development on Cumberland up to that time.

However, his sale came with a number of strings attached. First, he kept



Map 4.1. National Park Service land acquisition and partially constructed and proposed subdivisions through 1984

his two development sites, the 2-acre parcel at the present Sea Camp Visitor Center and the nearby 38-acre parcel containing a campground he had built, as retained forty-year estates. Stipulations in the agreement allowed for construction of seven houses, selection of another 40 acres in place of the above parcels if Fraser so desired, and the right to lease the houses for not less than one week at a time.

Second, earlier agreements between Fraser and the heirs of Thomas Carnegie II gave each of them a retained estate as well. Henry C. Carnegie and friend James Bratton formed Cumberland Island Properties, claiming two parcels totaling 10 and 5 acres, respectively, in segment 4S. These carried the rights to build three houses. Gertrude Schwartz, as trustee for Andrew Carnegie III, received a 7.5-acre estate in the same area that she later traded for an equal-sized parcel of segment 1S near Old House Creek. Not really interested in the island, she rented the property to a Ben Jenkins for many years. Finally, Thomas Carnegie IV received a 7.5-acre estate in segment 4S on the shore of Cumberland Sound.⁷

The most avidly pro-seashore branch of the family, the heirs of Nancy Carnegie Johnston, provided the second National Park Foundation acquisition and set the tone for negotiations and retained-rights agreements thereafter. Five heirs, Coleman, Thomas, and Marius Johnston, Margaret Wright, and Lucy Graves held in common segments 3N and 5S. Thomas Johnston's portion was divided in thirds among his children, Margaret Richards, Nancy Butler, and Thomas Johnston Jr. Segment 3N included the Plum Orchard mansion. Over a span of three months in the fall of 1970, these four grandchildren and three great-grandchildren of Lucy Carnegie sold their land to the foundation for a combined \$1,615,000. At the same time, they donated Plum Orchard mansion outright along with \$50,000 as seed money for a fund to maintain it. This would have major management implications for the future seashore.⁸

Sandberg negotiated a bewildering array of retained-right estates for the Johnston group, including a 12-acre, forty-year estate along the main road in segment 3N for Margaret Wright; small estates for the lives of Nancy Butler, Thomas Johnston Jr., and their spouses and "issue" adjacent to Plum Orchard; and a similar arrangement for Margaret Richards and her family near the ocean dunes on Duck House Road, also in segment 3N. Lucy Graves negotiated two forty-year estates of 5 and 10 acres in segment 5S. Later she too swapped the larger one for a plot in segment 1S between the ocean dunes and the Main Road. Her smaller parcel contains The Grange.

Coleman Johnston traded for a 40-acre parcel on the Brickhill River in segment 4N. Finally, Marius Johnston negotiated for \$20,000 more than his siblings received in lieu of a retained estate.⁹ All parties maintained rights to drive the Main Road, occupy existing structures or build a new one within ten years, gain access to and use the family cemetery, and debark at various docks on the island. In 1979 Margaret Wright sold her 12-acre retained estate with improvements to the National Park Service for \$16,000.

As the Fraser and Johnston sales proceeded, pressure on the foundation to acquire at least 60 percent of the island increased. The seashore bill had reached a critical phase in Congress, and legislators wanted proof that the land would be available for the new park unit. Coleman Perkins, owner of 4,100-acre segment 4N, was initially reluctant to sell. Perkins and his immediate family, plus attorney and friend Thornton Morris, had formed Table Point Company as a business operation. In April 1970 Table Point had sold its timber rights to the Georgia-Pacific Corporation.

However, the promise of a huge 186-acre retained estate on Brickhill River and Malkintoos (MacIntosh) Creek throughout the lives of all the shareholders' children induced Table Point to sell to the foundation for \$1 million on November 2, 1970. Several weeks earlier Georgia-Pacific had accepted the inevitable and sold its timber rights to the National Park Foundation for \$19,500. Along with the many retained rights stipulated in the contract, such as exclusive hunting, dock privileges, and Main Road and cemetery use, Sandberg verbally promised the Table Point Company rights to use Charles Fraser's South Cut Road for beach access.¹⁰

The following spring the National Park Foundation culminated its major purchases by concluding agreements with Mary Bullard and Margaret Sprague for their thin strips of land in segments 2N and 2S. The land totaled 1,500 acres, and the two granddaughters of Margaret Carnegie Ricketson received approximately \$455,000 each. Margaret Sprague retained a 15-acre estate north of Greyfield in 2S while Mary Bullard chose a 10-acre estate on former Perkins land between Plum Orchard and Table Point. Each retained-right estate will last through the lives of the respective women's children.

The final acquisition by the National Park Foundation came after establishment of Cumberland Island National Seashore. In July 1973 Lucy Foster, daughter of Lucy Carnegie Sprague Rice, donated 21 acres of land in two parcels of segment 1N containing the Stafford house and The Chimneys. She maintained exclusive, lifetime rights of use on both properties.¹¹

In February 1973 the National Park Foundation donated 3,460 acres to

Cumberland Island National Seashore and followed in December with 9,229 more. Negotiations were well under way with the Rockefellers for segment 3S, with Margaret Laughlin and her daughter Cynthia Cooper for 1S, and with the Candler for their High Point tract. As agreed, no one approached Lucy Ferguson. The first major project of the National Park Foundation was a resounding success. It had acquired all of tracts 3N, 4N, 5N, 4S, and 5S plus substantial portions of 2N and 2S.

These acquisitions, however, were not unqualified. The retained rights were confusing and variable and would deeply affect management. Still, the land was in Park Service hands, and the seashore was a political reality. At this point the federal government was responsible for continuing land acquisition in the young seashore.¹²

A Rash of Subdivisions

Despite the success of the National Park Foundation, the land acquisition picture at Cumberland Island had a dark side. Well before the foundation began negotiating and even before Charles Fraser entered the scene, cracks appeared in the Carnegie family's resolve to protect Cumberland Island from development. Oliver Ricketson III, nephew of Lucy Ferguson, lived in New Mexico and had little use for his two thin parcels in segments 2N and 2S. In what must have been a controversial move, he sold his 102-acre tract in segment 2S on September 26, 1967, for \$60,000.¹³

The buyer was one Robert Davis, sometime jockey and cowhand and close personal friend of the Fergusons. Davis was no ordinary employee. He is devotedly remembered by those who knew him. He was so close to Lucy Ferguson that some family members resented his status as "adopted son." And he was an astute businessman. Friend and attorney Robert Harrison later described his canniness for making money and said Davis "could buy a piece of land and the minute he bought it, somebody else wanted it and wanted it for more than he did."¹⁴ So it was on Cumberland Island.

In 1968 he formed the Davis Land Company, subdivided his property west of the Main Road into seventy-one lots and offered them on the market for \$4,000 each. It quickly became apparent that the desire for a sheltered getaway on the legendary rich man's island was intense. Only tax considerations forced Davis to slow his sales in the face of fierce demand. Prices that rose to \$6,000 in 1970 and \$7,500 in 1972 had no effect on demand. By July 1973 Davis held only four unsold tracts.¹⁵

Meanwhile his land east of the Main Road also brought money. In July

1970 real estate broker Henry A. Crawford introduced Davis to a group of Atlanta businessmen and doctors whom he represented. These investors sought a ninety-nine-year lease to build and operate a motel. Like the small landowners in the Davisville subdivision, they did not believe the seashore legislation would pass, or if it did, that the provision allowing retained estates only on structures initiated before February 1, 1970, would hold. The lease was a curious one that showed Robert Davis's business savvy. Lease payments for the 14.5-acre parcel were set at \$560 per month for the first two years, \$1,112 per month for the next three, and \$2,224 per month for the remaining period of July 1975 through June 2069. Furthermore, lease increases based on the Consumer Price Index could be added in the years 2000, 2025, and 2050. Thus the lease was affordable for the period during which the fate of the seashore would be decided but worth much more if the Park Service condemned the leased land.¹⁶

The great success enjoyed by Robert Davis spurred Oliver Ricketson III to try the same scheme with his northern strip of land. In 1971 he formed OGR, a New Mexico corporation, and began offering lots on both sides of the main road. Although small individual purchases were made, most of the land went to a relative few parties who in turn further divided their portions and resold to friends or relatives. For example, the clerk of the Camden County Commission, James E. Godley, bought 7.5 acres in September 1971 for \$2,000 per acre. He then sold pieces to other county commissioners at cost. That same month R. R. McCollum bought 5 acres for \$10,000, and he sold three parcels totaling half of the acreage to Robert Van Cleve, Martin Gillette, and Riley Harrell Jr. for a total of \$10,500 six months later.¹⁷

Unlike Davis, Ricketson's company, OGR, also sold large parcels of land to several individuals at \$1,000 per acre. Florida land surveyor and speculator Louis McKee bought the largest parcels, 30 acres of upland and 96 acres of marsh. Originally employed by the Candler, McKee became a familiar figure in the Camden County land office, buying and selling parcels in all the subdivided portions of Cumberland Island. Three weeks after buying these two tracts, he conveyed them to three other people, Elinor Giobbi, Heloise McKee, and Carnegie family member Nancy R. Copp. Each obtained an undivided one-third of the marsh and sole ownership of a 10-acre tract of upland.¹⁸

Lucy Ferguson also bought a large tract of 28 acres. She then sold 16 acres at a slight profit to friend Wilbur Readdick and 12 acres at a loss to longtime employee and close confidant J. B. Peebles. Both Readdick and Peebles sub-

divided their land among family members and resold various portions after the seashore had been established.¹⁹

At the north end of the island, Laurence Miller and his aunt, Mary Miller, developed a third subdivision on lands surrounding the Settlement. In the years preceding creation of the seashore, the Millers had quietly added lands from nonresident owners to their holdings. By 1972 they had accumulated more than 100 acres. After passage of the seashore's establishing act, Laurence Miller platted fifty-four lots on 30 acres, all upland but with no coastal access. Over the next two years, they sold clusters of lots plus other Miller land to businessmen from Brunswick, Atlanta, and Camden County. Among the buyers were Louis McKee and attorney Grover Henderson. The latter, son of one of the original Davis subdivision buyers, bought one parcel for himself and another with law partner Robert Harrison, also a Davisville owner. Most of the lots measured one-half to two-thirds of an acre and sold for \$6,000. Grover Henderson also bought another tract independently, traveling to Miami to buy a lot containing a small ramshackle "house" from Thomas Lee, heir to one of the Settlement's freed slaves.²⁰ All of these purchases created dismay and some panic among both the Park Service and the Carnegie and Candler owners who had worked hard for the seashore's creation.

The National Park Service Takes Over

In 1973, as the National Park Service took up land negotiations, it faced this vigorous subdivision as well as large tracts of unacquired Carnegie and Candler property. The enactment of the seashore law had come too late for Cumberland Island to receive an official budget for fiscal year 1973. To overcome this setback, the Park Service reprogrammed approximately \$500,000 for land acquisition and another \$94,700 for administration from other 1973 projects nationwide. The Southeast Regional Office in Atlanta appointed its land specialist, William Kriz, to continue negotiating for Cumberland Island land.²¹

Immediately controversy arose over the Park Service's land acquisition priorities. With acquisition funds limited to \$10.5 million by Congress, the agency needed to choose its purchases wisely. Park Service officials decided to negotiate options on the large parcels while construction continued to take place in the subdivisions. The option procedure had been authorized in an amendment to the Land and Water Conservation Fund Act on July 15,

1968. With this method the buyer and seller agree on a price. The buyer pays a portion of it to prevent sale of the land to anyone else and then later exercises the option by paying the remainder of the price. The law required that an option last a minimum of two years and that the option amount be credited to the total price. During 1973 the entire \$500,000 land budget for Cumberland Island was devoted to options on large tracts of Carnegie land.²²

This approach drew immediate criticism from a variety of sources including Georgia governor Jimmy Carter and various newspapers in the state. On October 12, 1973, Carter wrote to Secretary of the Interior Rogers Morton that developers had increased the price of the land from the \$500-per-acre price that the Carnegie group offered to the \$5,000 for less than one-half acre being charged by subdivision developers. He pointed out that “since the Act places a spending ceiling of \$10 million on land acquisition for the Seashore based on current appraisals of value, the actions of these developers are not only likely to raise the price of certain parcels, but also endanger the establishment of the entire island as a National Seashore.” Carter also noted that large landholders, including the Candler, Ferguson, and Rockefeller families, “are irate at what the others are doing to the island. They refuse to negotiate with the National Park Service until the building ceases.” He concluded by urging Morton to seek more acquisition funds and to expedite land acquisition.²³

As the governor continued to monitor the situation, more alarming information came to him. As the Park Service appraised and bought lots for \$14,000 per quarter-acre unit, Franklin Foster sold 5 acres in segment 1N to developer Robert Davis for \$63,000. Carter wrote this time to Georgia senator Sam Nunn, stating: “This five-acre tract is at least as valuable and, if acquired by the lot, would cost in excess of \$175,000. This one transaction could cost the taxpayers over \$112,000 more than originally anticipated by the Park Service.” Meanwhile the *Atlanta Journal and Constitution* issued an inflammatory article describing extensive construction.²⁴ Outraged letters from the public and environmental groups quickly added to the governor’s complaints.

The National Park Service answered Senator Nunn with a detailed explanation of its strategy. Acting associate director Lawrence C. Hadley wrote that there were some seventy-five landowners at that time, but only three owned “over 1,000 acres, two over 500, three over 300, and six in the 60 to 80 acre range.” The government, he reported, was negotiating on all the larger parcels. Hadley then explained the logic of the Park Service ap-

proach: "If a lot holder builds, for example, a \$10,000 improvement on his property, this will in all likelihood not cost the United States any more than what he has spent on it, whereas, if \$100 per acre in value through inexorable escalation is added to one of the larger tracts, there can easily be from \$300,000 to over a million dollars added to our cost. So it is really escalation in land values that is skyrocketing, not the building on small lots. If 50 lots were built on, less cost escalation would result than the appreciation in land values on the larger tracts."²⁵

Secretary Morton, responding directly to Governor Carter, added that larger owners were eligible for retained rights while these later landholders were not. He explained that the structures on the small lots would be removed and that the governor should not worry because "the land heals quickly." Furthermore, noted the secretary, the newspaper articles reported "more activity is occurring than is actually the case." The National Park Service had observed only two new construction starts.²⁶

In essence the Park Service strategy was a sound one, but land acquisition proved more difficult and vastly more expensive than anyone had expected. Although 1974 saw acquisition of Laughlin-Cooper segment 1S for \$2.4 million and the unsold OGR lands for \$830,000, other large landholders including the Rockefellers and the Candlers backed away. Even worse, two Carnegie family members belatedly attempted to subdivide and sell their lands. Both were located in segment 1N.

Robert Monks, son-in-law of Lucy C. S. Rice, engineered the first attempt to subdivide. Late in 1972 millionaire Monks, a failed Republican candidate for the Senate from Maine, advertised lots for sale at a price the *Atlanta Journal and Constitution* called "twenty times" the amount being asked by owners selling to the National Park Foundation.²⁷

The first to respond to Monks's scheme was Democratic governor Carter. Expressing his outrage, he warned buyers not to be gullible and fall for vastly inflated prices for land that they would ultimately lose to the federal government at "fair market prices." In addition, he asked state officials to investigate possible fraud charges, calling Monks's sales "an overt attempt" to escalate land values by trying to create a subdivision without roads, utilities, or any access to individual lots.²⁸

Jekyll Island real estate agent Douglas Adamson, representing Monks, retorted that the millionaire had the law on his side and, furthermore, that land had sold on the island for \$25,000 per acre. Where he got such a figure is unknown. Certainly at that time no Cumberland Island land had sold for

anywhere near that amount. Adamson also told potential buyers that the National Park Service would acquire only 70 percent of the island. Governor Carter called that assertion “a false statement” and added that state health officials “probably will not approve septic tanks on such tiny lots.” Meanwhile the Park Service warned that whoever bought land could not build on it and would lose it eventually. Apparently Monks thought better of the plan, for he never sold any lots. In January 1975 the Park Service bought his 324 acres for \$754,400. Monks retained a twenty-five-year right to the “Stafford Beach House” but conveyed it to his nephew and niece, Franklin W. Foster and Lucy Carnegie Sprague Foster, shortly thereafter.²⁹

Phineas Sprague, another heir of Lucy C. S. Rice, executed the last attempt to subdivide a portion of the island in 1977. The preceding September, after negotiations reached an impasse, Superintendent Paul McCrary recommended to Regional Director David Thompson that Sprague’s land, along with more than a dozen smaller parcels, be condemned.³⁰ Sprague responded by selling some land to Robert Davis, who began subdividing and selling lots near the ocean beach. One member of the Carnegie family speculated that Davis was deliberately provoking the Park Service and worried that it might lead to condemnation of all remaining private land. This time the Park Service reacted with alacrity. On February 18, 1977, the agency issued a “declaration of taking” against Sprague and the four purchasers of his lots. This form of condemnation allows the government to assume control of the disputed property at once. Subsequently, the agency paid \$3,648,499 to Sprague and another \$84,405 to the others. No retained rights were granted.³¹

In addition to these large and expensive land purchases, Charles Fraser approached the Park Service in 1974 and asked to sell his two retained rights at Sea Camp. The agency hired South Carolina appraiser H. Philip Troy to appraise the estates. In his January 1975 report, Troy suggested, not very subtly, that the government was being had. It had executed a transaction “inversely comparable to the fabled purchase of Manhattan Island” by selling land that it could not use for forty years. Now, he added, the government was preparing to pay a second time for the same 40 acres of land plus the steep rise in their value over the previous four years. After getting this off his chest, Troy assessed the retained-right contract as a forty-year leasehold and appraised the two parcels at \$570,850.³²

When the agency reacted slowly, Fraser wrote to National Park Service director Gary Everhardt and threatened extensive development. He pointed

out his rights to choose an alternative 40-acre site and to build seven houses. He described his plan to “stretch’ our 40 acres along the entire oceanfront of tract 4 South, building each of the seven houses on a very wide, shallow oceanfront site.” He and “a group of corporations” planned to commence their construction within sixty days and to lease these properties on a weekly basis. Finally, he wrote, “should our perception of Park Service lack of interest not be correct, and if, in fact, the Park Service has the funds available to make such an acquisition and desires to do so at a fair price, we would be willing to defer a bit longer.” In July 1975 the Park Service paid Fraser’s Cumberland Island Holding Company \$600,000 for relinquishing its rights to the original holdings and granted another 2-acre retained right on Cumberland Sound just south of Sea Camp.³³

A postscript to this activity occurred in 1988. By that time Charles Fraser had sold the Cumberland Island Holding Company to a group of investors led by Richard Goodsell and attorney S. Larry Phillips. The latter contacted the Park Service to complain about heavy visitor intrusion through the company’s retained estate, which straddled the popular River Trail between Sea Camp and Dungeness Dock. He suggested a swap of retained rights again, this time to two existing houses plus 5 acres in the Davis subdivision in segment 2S. After he threatened to exercise the company’s right to build a “lodge” along the River Trail, the government again acquiesced and again relocated that retained estate.³⁴

By 1980 most of the remaining interests of the Thomas Carnegie II heirs who originally had sold to Fraser ended. First, Thomas IV sold his retained right back to the government in 1976 for a paltry \$4,900. Meanwhile, Cumberland Island Properties, of Henry C. Carnegie and James Bratton, neglected to build any residences on its 15 acres. Its agreement, like most on Cumberland Island, required the retained-right holder to start construction of a residential structure within ten years of the National Park Foundation purchase or lose the estate. A cryptic handwritten note jotted on the Southeast Regional Office’s copy of the retained-right agreement states “not used, not built, see next page, 10-year building requirement.” The Park Service thus recognized the partnership’s failure to comply with the requirements of the retained right. Nevertheless, the seashore continued to list Henry Carnegie and James Bratton as retained-rights holders until 1999 when the error was exposed.³⁵

During these expensive acquisitions Lucy and Franklin Foster Sr. tried to work out an arrangement to donate more land for the national seashore,

but even this became complicated. In 1973 the Fosters offered more than 200 acres in installments over a period of years, obviously to benefit from tax considerations. To their consternation the government insisted on negotiating rather than simply accepting the gifts.

Franklin Foster Sr.'s complaints to the *Atlanta Journal* forced Park Service land agent William Kriz to respond. In the first year of the Foster plan, Kriz explained, they would donate 40 acres paralleling the ocean but the beach itself would remain in their possession. But to the Park Service anything less than its fee simple ownership of the beach was unacceptable even though Foster promised access to the public. Eventually negotiations calmed ruffled feathers, and the Fosters donated 212 acres in seven separate gifts between 1973 and 1987, retaining rights of use on most. Ultimately, Lucy Foster was the only Carnegie heir to donate land for the national seashore other than a few acres that accompanied the Johnstons' Plum Orchard mansion.³⁶

Subdivisions Revisited

While the agency emphasized acquisition of large holdings, it also pursued appraisals and negotiations with "new" owners in the three ongoing subdivisions. The Davisville group, first to buy onto the island and most active in construction, drew the initial attention of Kriz and the National Park Service. During and immediately after the congressional campaign to create the national seashore, various lot owners maneuvered to cement advantages wherever possible. Those who wished to keep their island property built homes with hopes they could convince the government to relent and let them stay.

Attorney J. Grover Henderson, who co-owned a Davisville property with his mother, became their spokesman. He waged a media campaign blasting the Park Service for discrimination against the small owner while allowing the larger ones, the Carnegie and Candler families, to negotiate for retained estates. He neglected to mention the provision in the seashore's enabling act that allowed owners who began construction of houses before February 1, 1970, to have such a right. The older owners had such structures and hence the rights. Most subdivision occupants had no such construction by that date and, therefore, no rights. The *Florida Times-Union* also quoted a Henderson statement calling for conversion of the area to a national wildlife refuge so the owners would be left alone and a "limited number" of visitors

could still see the island.³⁷ This campaign to protect new, local landowners sold well in Camden County where people already harbored a growing dislike for the National Park Service.

Ultimately, the Davis subdivision went quietly, but by no means cheaply, to the government. Acquisition began in earnest during 1974, and most properties were in Park Service hands by early 1976. Prior to and during this period, however, both local owners—most descended from families who had known each other for generations—and speculators like Louis McKee and Charles Fraser engaged in a blizzard of lot sales between themselves and with other confederates on the mainland. For example, Davis sold three lots to Richard Brazell for \$18,000. In July 1972 Brazell sold lot 5 back to Davis for \$15,000. Three months later the lot was back in Brazell's hands, and he executed a sale and buyback with Jiles Hamilton. Finally, in July 1974 Brazell sold lot 5 and another lot for \$28,000 to the National Park Service. The government rewarded Brazell's initial investment of \$6,000 per lot with \$14,000 per lot based on "current market value." So many sales took place, usually upping the price along the way, that some county residents passed through the ownership histories of several lots and never negotiated with the government.³⁸

Most Davisville owners received \$14,000 for their .39-acre lots. Those with more land received equivalent per-acre settlements. Those who had built homes were able to demand much more. However, the most important factor in the eventual settlement price was the ability of the owner to stall negotiations and resist condemnation. The longer an owner kept his land, all other factors being equal, the more elevated its price became.

Park Service appraiser Finis Rayburn calculated that the value of small lots on the island rose 92 percent between May 1970 and October 1972, an increase of 3.17 percent per month. He posited that the rate had slowed to 2 percent per month from October 1972 to his October 1973 appraisal of William Rogers's Davisville holding. Rayburn concluded that Rogers's three lots, plus improvements, were worth \$65,000. Four months later the Park Service paid William Rogers \$76,350 for his 1.3 acres.³⁹

In addition to land price inflation, a delay in selling gave an owner the chance to increase the value by building a house. For example, Camden County tax commissioner George Law rebuffed the Park Service on two lots until March 1976. He received \$15,000 per lot at that time. On another Davisville lot, purchased from Louis McKee, Law built a home and refused to sell at all. The Park Service filed for condemnation, and Law answered by

demanding a jury trial. Local jurors awarded him \$120,000 for his .39-acre parcel and small house. The government unsuccessfully appealed before paying the full amount to Law in June 1979.⁴⁰

In the meantime, Robert Davis offered to sell his own remaining lands within and adjacent to the subdivision, including the leased tract. In 1975 he held 28.99 acres of upland and claimed 46.22 acres of marsh. Henry Crawford had somehow become sole holder of the lease on the eastern parcel. Thus, the sale required three separate components. First, Robert Davis held fee title to the land. Second, Davis required reimbursement for the projected lease payments for the rest of the ninety-nine-year lease. Finally, Crawford required payment in lieu of the money he expected to earn on the commercial property.

The Park Service appraised the land at \$385,000. Davis and Crawford countered with a 56 percent higher figure of \$602,000, three-fourths to Davis and one-fourth to Crawford. On September 23, 1976, the government paid \$602,000 to the Davis Land Company for 29 acres of upland and a quitclaim on 46 acres of marsh. When added to the nearly \$350,000 he realized from lot sales west of the road, Davis reaped at least \$800,000 on land he had bought for \$60,000 nine years earlier.⁴¹

National Park Service officials faced the same pattern of land swapping and recalcitrant owners at the OGR and Miller subdivisions as well. In a later interview Laurence Miller Jr. admitted that “we knew the National Park was comin[g] and we had no value on the land. You know land is valued according to what is sold in the area. And nothin[g] had ever been sold in the area [north end]. So in order to establish the value of the land, I subdivided some of it and I sold seven lots, I think. And by so doin[g] established the value of the land.”⁴²

At OGR, Louis McKee, various lawyers and real estate agents, former Davisville owners, and what Superintendent Bert Roberts called “a ‘Who’s Who’ of county government” waged a buying and selling spree like that in the Davis subdivision.⁴³ From Ricketson’s five original sales, new owners subdivided into twenty-one lots. A month after county clerk James Godley purchased 7.5 acres from OGR for \$15,000 in September 1971, he sold 2.7 acres to County Commissioner George Hannaford for \$5,480. Before the end of the year, the latter then conveyed .82 acre to M. W. Hannaford for \$4,000. In January 1977 M. W. Hannaford sold his .82 acre to the United States for \$20,000. George Hannaford sold .72 acre to the Park Service for

\$13,000 during that same winter. Other lands resold by both Godley and George Hannaford enjoyed similar increases. The six-year price rise from Godley's purchase to the 1977 sales exceeded 800 percent.⁴⁴

New Appropriations and Condemnation

Of course, these rapidly escalating land prices for both large and small tracts forced the Park Service to reach the enabling act's limit on land acquisition funds very quickly. As early as 1974 agency officials and Governor Carter began urging Congress to raise the spending limit for Cumberland Island property. Eventually, Congress included an increase in the land acquisition ceiling to \$28.5 million in the National Parks Omnibus Bill of 1978 passed during Jimmy Carter's presidency.⁴⁵ As is common with omnibus bills, the near tripling of Cumberland Island's land budget escaped close scrutiny and criticism by legislators.

Armed with new funds, the Park Service became more aggressive in land acquisition. Between 1978 and 1982 the agency condemned forty-one tracts of land, primarily in the OGR and Miller subdivisions.⁴⁶ Many owners resisted, and the court costs and land prices were very high. A medical doctor, Robert Van Cleve, unsuccessfully attempted to maintain his holding in the OGR area by claiming he had built a clinic to serve island residents and visitors.⁴⁷ County politicians Robert Read and James Bruce and their relatives lost their land. So, too, did Lucy Ferguson's friends in the Peeples and Read-dick families. However, most realized profits ranging from 800 to 1,400 percent for their six to eight years of ownership.⁴⁸

On the north end the Park Service not only condemned all the parcels near the Settlement sold by Laurence Miller but all the Miller land as well. However, in deference to her long life and considerably longer heritage on the island, National Park Service land officials worked out a reserved estate for Mary Miller and her family. Rather than paying the court-decreed \$125,000 for her remaining 84 acres, the agency paid \$63,753 and allowed her a retained estate on Fader's Creek.⁴⁹

The Park Service also pursued the lands held by the heirs of Olaf Olsen and the Bunkleys. The Olsen lands were divided into two tracts. Virginia Olsen Horton and family sold their 12.5 acres to the government in July 1977 for \$136,930. Her brother, O. H. "Bubba" Olsen, held a second tract that he refused to sell. The government condemned his property in late 1980, and

he received \$120,000 for 10.8 acres. A long list of Bunkley heirs split \$90,000 for their 7-acre parcel after the agency condemned it in 1980. Only the Horton group, which included Bubba Olsen, received a retained right.⁵⁰

At that same time a 1.1-acre tract on Fader's Creek with a preexisting structure purchased from the Millers by Louis McKee and the lot in the Settlement owned by Grover Henderson became embroiled in a remarkable series of events and exchanges that resulted in two more retained rights on the north end of the island and another in the Davis subdivision. It began with the arrival of a biology student and lifelong naturalist Carol Wharton (née Ruckdeschel) on the island. For a time she managed to stay on the island by working for the Candler's at their High Point estate. Around that time she became romantically involved with surveyor Louis McKee. Subsequently McKee made her co-owner of some of his lands and heir to his estate. On March 31, 1977, McKee and Wharton conveyed the tract on Fader Creek to the Park Service, reserving life estates on it for each of them. A month later Wharton quitclaimed her interest in that retained right to McKee for \$6,000.⁵¹

Events took a turn for the bizarre in late 1979. McKee and Carol Ruckdeschel (having retaken her maiden name) still held joint ownership of another property within the Settlement that McKee had purchased six years earlier for \$6,000. McKee quitclaimed his interest in this land to Ruckdeschel and her parents during the Christmas holidays after she optioned this land to the Park Service. In March 1980 Ruckdeschel sold this property to the agency for \$45,000 plus a retained right. Barely a month later, Carol Ruckdeschel shot and killed Louis McKee.⁵²

The episode is still clouded in mystery and some controversy. Apparently Ruckdeschel became estranged from McKee. Robert Coram of the *Atlantic Weekly* later reported that McKee physically abused her in the weeks before the shooting. On April 17, 1980, while Ruckdeschel sat inside her Settlement house with Peter DiLorenzo, a visiting hiker, McKee appeared and demanded entry. Ruckdeschel later stated that she feared for her safety and would not allow him to enter. As he tried to break through the closed door, she shot him in the chest. By the time rangers responded to her phone call, McKee had died. The Camden County sheriff and park rangers took Ruckdeschel and DiLorenzo to the sheriff's office in Woodbine, where the hiker corroborated her statement. A coroner's jury cleared and released her without charges the following day.⁵³

Upon the death of McKee, the National Park Service presumed that his

life estate on the Fader Creek property had ended. In an effort to remove retained-rights holders from the historic settlement, the agency traded rights with Grover Henderson and gave him rights to the Fader Creek parcel in August 1982. One year later Betty Johns, representative of the estate of Louis McKee, quitclaimed all rights to the Fader Creek property back to Ruckdeschel at no cost. On April 30, 1984, Ruckdeschel filed suit against Henderson, claiming he had no right to the property and should never have occupied it. The federal government, in turn, sued Ruckdeschel to quiet her claim against the tract.⁵⁴

The various legal maneuvers ultimately led to an agreement between the three parties whereby Ruckdeschel maintained a retained right in the Settlement adjacent to the old church and secured a right for herself and her parents on the Fader Creek acre. Grover Henderson in turn relinquished the latter property for a 1-acre plot in the Davis subdivision with a much better house built a few years earlier by original Davisville buyer Alvin Dickey before the government condemned his property. Henderson also demanded and received a better package of retained rights. The federal government wound up losing a good deal of money and carrying three—not two—retained-right estates.⁵⁵

The Park Service also condemned one last large tract on the southern end of the island during this period. Negotiations with all five Rockefeller landholders reached an impasse by 1978. Government appraisers insisted that an 80-acre parcel was worth about \$250,000. Nancy Rockefeller and her four children demanded a great deal more for their land in segment 3S near the Sea Camp development area. Ultimately, the Park Service and the Rockefellers agreed to proceed to condemnation and let the court decide on the land's value. In a 1996 interview James Stillman Rockefeller Jr. stated that he and his siblings “don’t know for sure why my piece was picked on,” but the Park Service proceeded apace with prosecution of his case. Both Rockefeller and Southeast Region lands specialist Tom Piehl speculate that his was a “test case” to gauge the expense of further condemnation of the parcels of the Rockefellers and other large landholders.⁵⁶

In June 1979 the court condemned J. S. Rockefeller’s 62.6-acre tract but ordered the Park Service to pay \$1,126,080, five times its offer for the land three years earlier. This huge settlement, coupled with the \$3.65 million court award granted to Phineas Sprague, scared the agency away from condemning the other parcels of Rockefeller land. Even with a new, much higher land acquisition ceiling, these per-acre prices threatened the Park

Service's ability to afford the remaining private land on the island. J. S. Rockefeller's tract remains the only piece of original Carnegie land taken from a family member who did not threaten subdivision or development.⁵⁷

One reason the Park Service hesitated to spend much more money on condemnation was the optimistic turn negotiations for the huge High Point property had taken. It actually ranked third in a 1980 land acquisition prioritization of the agency's desired lands. However, the first two were unattainable. First on the list was a mainland headquarters parcel at Point Peter near St. Marys. But its purchase was mired in the controversial general management planning under way at that time. Listed second were the two Greyfield tracts. This served no purpose other than unnerving the Fergusons because the agency continued to honor its promise not to bother Lucy Ferguson.⁵⁸

The High Point property consisted of nearly 2,200 acres. Negotiations had proceeded fitfully since before the seashore's establishment. Finally, the Candlers signaled their interest in pursuing the sale. Congress allocated \$10 million for the purchase, and the Trust for Public Lands took over direct negotiations. As the discussion proceeded under the glare of media attention, however, a new factor entered the scene. With legislation for wilderness pending in Congress, environmental organizations questioned the terms of the proposed acquisition. The Wilderness Society opposed granting the Candlers a "50 acre" retained estate around their compound in proposed wilderness with rights to exclude the public. In response, Regional Director Joe Brown pointed out that there were already eleven retained estates north of Plum Orchard and that "it is unrealistic to expect that we can achieve pure wilderness on the island until these rights have expired."⁵⁹ Presumably this was meant to suggest that another retained right was a small price to pay for acquiring such an important piece of land.

Both negotiations and the wilderness legislation proceeded into 1982 with the Candlers insisting on the exclusion of their estate from the wilderness, environmentalists pushing for at least "potential wilderness" status, and the Park Service looking for some middle ground. Eventually the agency agreed to a complex package of retained rights including a 38-acre estate, exclusive rights to adjacent docks, roads and beach access, the right to post "No Trespassing" signs at the compound, and a price of \$9.6 million. These rights are to last until the death of the last of twenty-eight named individuals, some of them small children at the time of the sale. On January 20, 1982, High Point conveyed the lands to the Trust for Public Lands, which

passed them to the National Park Service five days later. Nine months after that, Congress established wilderness on the northern portion of the island, setting up a whole new slate of management problems.⁶⁰

Active private land acquisition halted after the January 1984 purchase of a .12-acre plot in the Settlement from George Merrow, a descendant of a former slave. In twelve years the National Park Service had accepted, bought, or condemned 149 tracts of private land totaling 18,687 acres for a combined price of slightly over \$23,843,700, well over double the original congressional appropriation. Lucy Foster would donate three more parcels totaling 8 acres over the next three years. Five private owners, four Rockefellers and Lucy Ferguson, still held title to more than 1,650 acres in seven tracts. Six of those tracts spanned the island from sound to ocean. In acquiring land for the seashore, the National Park Foundation and later the National Park Service granted twenty-one retained estates ranging from twenty-five years to the life of unborn children.⁶¹

Three other owners of large Cumberland Island properties, all public entities, also continued to reject National Park Service overtures. The Department of the Navy owned Drum Point Island, a low mound of dredge spoil west of the Stafford property. Over the years vegetation had covered the island, creating a visual buffer between Cumberland Island and the Kings Bay military facility. The Park Service sought the 139-acre island in order to prevent further dumping and maintain the vegetation screen.⁶²

A similar but more troublesome threat faced the agency at Raccoon Keys at the southwest end of Cumberland Island itself. There the U.S. Army Corps of Engineers rebuffed the Park Service and continued to hold the 518-acre tract as a potential site for future dredge spoils from the Intracoastal Waterway. Both these properties remain in military hands today.⁶³

The third government property owner was the state of Georgia. The state owned all land below the mean high-tide line, all saltwater creeks, and extensive marshes west of the northern half of Cumberland Island. The enabling act required that the National Park Service could only obtain these lands through donation. During the early years of the seashore, the agency confidently expected the donation at any time. However, as the wilderness planning proceeded, it became clear that the Park Service (in reality the Wilderness Act) would not allow motorboats to access the beaches and creeks. In February 1978 the Georgia Department of Natural Resources, responding to loud complaints from local mainland residents, announced it would not turn over any lands unless the Park Service struck that require-

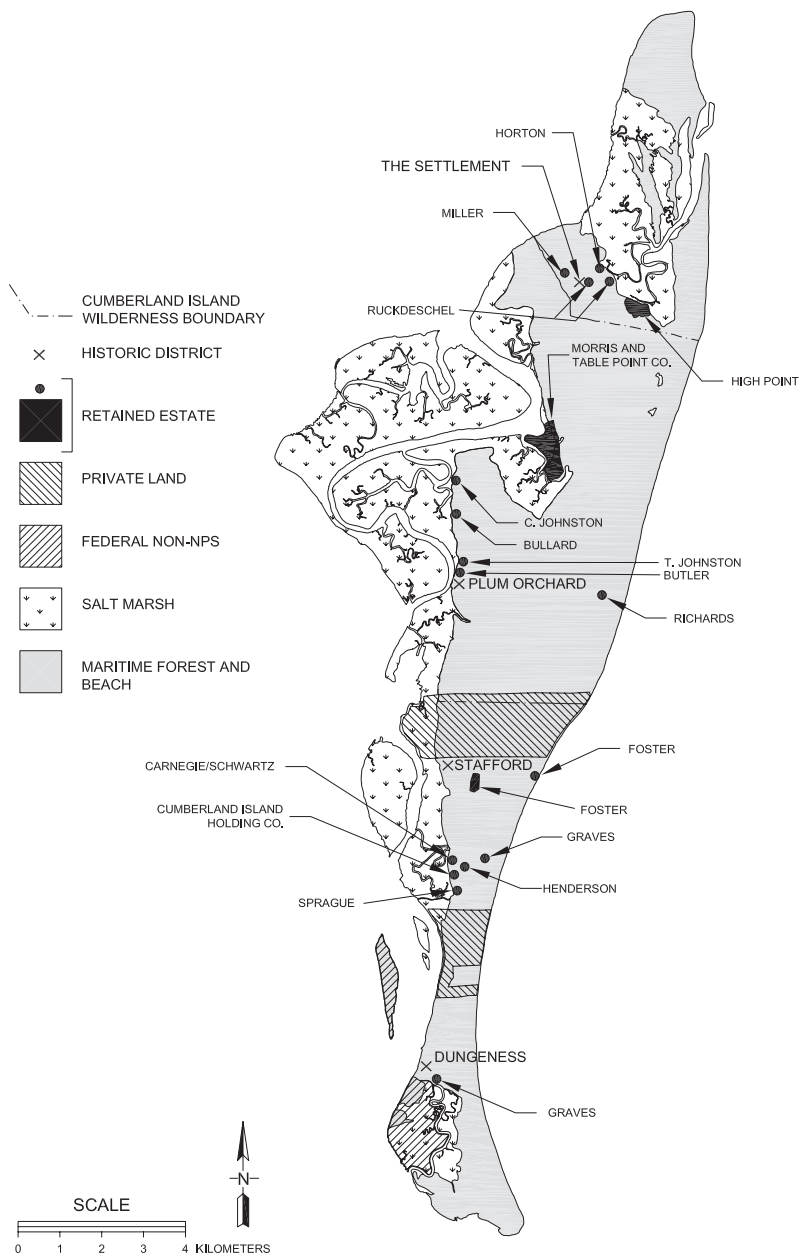
ment from the proposed plan. Four years later Congress passed a wilderness bill for the island. The state still maintains control of 13,820 acres of beaches and inland waters.⁶⁴

The Retained Rights

Twenty-one persons or parties received retained rights to twenty-four pieces of property during the active land acquisition years. Margaret Wright and Thomas Carnegie IV sold theirs back to the government. Charles Fraser returned his two and accepted a new one and a large amount of money. Robert Monks conveyed his property to the Fosters where it became part of a single bundle of rights on all their donations. Finally, Cumberland Island Properties, of Henry Carnegie and James Bratton, failed to satisfy contract requirements and became a ghost entry on Park Service land records. By 1984, therefore, these arrangements had distilled down to seventeen parties holding rights to eighteen pieces of land, with Marius Johnston having no land while Lucy Graves and Carol Ruckdeschel each held two parcels (map 4.2). Each and every agreement differed in contractual obligations and permissions.⁶⁵

In July 1975 Martin Baumgaertner of the Southeast Regional Office summarized the retained rights on Cumberland Island granted by the National Park Foundation.⁶⁶ The description of retained rights below is drawn from his document plus the deeds and retained-rights files of other island residents. It gives only a general sense of the rights and requirements mentioned because many variations of language and specifics exist within each contract. Through the history of the national seashore, retained-rights holders, the National Park Service, and other interested parties have questioned, challenged, or ignored many contract stipulations. The most common issues can be grouped into five areas: structures, docks, roads, beach driving, and damage to park resources on or off various estates. Arguments and contrasting interpretations have arisen over other specific stipulations, but these five have dogged management of the seashore consistently for more than thirty years.

The use of buildings for noncommercial, residential purposes is the most fundamental element of a retained-right contract. Two types of stipulations exist: the right to build one or more new dwellings on a piece of property and the right to use and perhaps modify an existing one. Some rights holders have both. Those who could build usually had a time limit



Map 4.2. Retained estates and private land on Cumberland Island by 1987

within which to do so, most often ten years. A number of controls on new home construction are included in the contracts. First, each holder was limited to a maximum number of new dwellings. Second, some were limited by dwelling size restrictions. Third, nearly all had height restrictions of forty feet. Finally, some deeds specify the right to add support structures, including sheds, fences, and corrals.

Those with structures in existence on February 1, 1970, can use them for residential purposes. Indeed, the presence of these houses allowed the only three outsiders, Henderson, Ruckdeschel, and the Goodsell-Phillips team, to retain estates. The age and value of these dwellings varied from the century-old Stafford mansion, to the ramshackle 1930s Trimmings house in the Settlement (also on the National Register), to the Sea Camp house built by Fraser in the late 1960s. Also governed by contract stipulations for the use of existing buildings are various Davisville houses for which retained-rights holders traded their original retained estates. The contracts usually, but not always, stipulate that the homes cannot be substantially altered or expanded, especially those in historic districts. In some cases the contracts define who should pay for maintenance; in other cases they are silent.

One further provision, present in all but three of the contracts, states that the holders can lease their “non-commercial, residential” property to anyone they choose. In most cases leases must last at least one week. A few require ninety-day leases. This very commercial-sounding noncommercial use means that most but not all of the holders can temporarily transfer most of their other rights to anyone who rents their estate.

The matter of docks and island access is one of the most diverse and confusing issues. Some contracts stipulate that the holder may use the “Main Dock” at Dungeness. Others specifically deny its use. Still others are silent. Many refer vaguely to “National Park Service docks,” others to assorted extant docks from one end of the island to the other. Some grant permission to build a dock. Some are exclusive. Some are not. Many include a combination of these provisions. Furthermore, a couple of the contracts allow their holders to “maintain navigability” in streams that flow through or alongside their properties. The matter of use of the three existing airfields plus any built by the Park Service in the future is equally diverse.

Cumberland Island contains a number of roads and a few trails that once functioned as roads. The right to drive a vehicle over any or all of these forms another highly variable issue. Use of the Main Road is universal although the Schwartz holding allows use only from the estate to an unspec-

ified dock. Other roads are more problematic. Contracts with the Johnston branch usually stipulate freedom to use the Plum Orchard road. A few specify use of the road leading to the Duck House area (Richards estate). Most are vague. The contract for Mary Bullard, in deference to her physical disability, allows her to drive a vehicle on any and all roads and trails. One or two others seem to hint at similar rights. Most contracts are silent on road use other than the Main Road.

Intimately associated with driving the roads and trails of Cumberland Island are two specific issues: access to the beach and driving along the beach. Unfortunately for later seashore managers, most contracts are silent on both. Only Mary Bullard's contract specifically stipulates the right to drive on the beach. For the others one is left to decide whether the beach is, in fact, a traditional "road."

The final group of issues surrounding the retained-rights agreements concerns the matter of resource protection. The National Park Service owns this property. It has a right to expect that estate holders will protect the valuable natural and historic resources for which the seashore was established. Nearly all contracts specify that residents or their assigns should not "commit waste" or cut timber. In a few cases the minimum size of a living, off-limits tree is specified. On the other hand, several contracts forbid cutting trees except for "residential purposes," but that phrase is left unexplained. Some contracts invest their holders with rights to stabilize sand dunes and develop a pathway to the beach but also forbid driving over nonvegetated sand dunes.

Finally, some agreements call for maintenance of estate grounds in a "neat" or "tidy" condition. Coleman Johnston's contract carries a particular 1975 addition for protection of archaeological resources on his Table Point estate. He agreed to check with Park Service officials and allow a professional survey of this rich Indian site before building his new dwelling and support structures.

The sum of these general and specific stipulations, their wildly diverse applications between seventeen parties and eighteen estates, and the confusion of meaning in the very words used in the contracts set the stage for conflict among parties interested in the national seashore. Furthermore, seashore managers soon realized that what these terse legal contracts state and what the Carnegie and Candler heirs claim they were promised are two very different things.

Looking at the saga of land acquisition at Cumberland Island, one is

struck by the extraordinary prices paid for some land and the generous retained rights granted, at least by Park Service standards. Essentially it was a matter of desire. That desire began with the first seashore surveys in the 1930s. It swelled as the agency frantically assessed surviving coastal recreation opportunities during the 1950s. Desire sharpened further with each Park Service visit to the idyllic island.

After Congress established the seashore, desire drove the agency to seek fee simple ownership of the entire island. Most Carnegie descendants remained true to their pledges to sell at low cost to the government. However, a few, coupled with many latecomers, sought to make money on the new park. That desire for the island betrayed the Park Service. Cagney owners, old and new, recognized that the agency would pay high prices to gain control of paradise. That desire also led to exacting retained-rights agreements, far more complicated and permissive than those present in other parks. Those agreements quickly became and remain today the major management issue of Cumberland Island National Seashore.