

Rental Policy

Sapelo Island Heritage Authority Lots 18X and 19X

08/06/2025

Purpose:

At the July 17, 2024 meeting, the Sapelo Island Heritage Authority (SIHA) voted unanimously to give the Department of Natural Resources (DNR) the authority to enter into agreements for the use of lots 18X and 19X for the purpose of preserving the cultural heritage, educational spaces, and agriculture of Sapelo Island. Further, the SIHA voted this would be a competitive process and the agreements would be for 2-3 years. DNR is simply supporting the administrative functions of executing the use agreements on behalf of the SIHA. O.C.G.A. Sections 50-4-3, 12-3-441, 12-3-443, and 12-3-445; Ga. Comp. R. & Reg. r.391-4-6-.01.

Policy Statement:

The General Assembly created the SIHA in recognition that “It is important to the citizens of the State of Georgia that this community (Hog Hammock), which reflects the past culture of this state, be preserved for the benefit of present and future generations”. O.C.G.A. Section 12-3-441(8). The General Assembly found that “The best and most important use of this area of Greater Sapelo Island is for said community to remain, as it currently exists, a historic community, occupied by the direct descendants of the slaves of Thomas Spalding.” O.C.G.A. Section 12-3-441(9). The SIHA is committed to preserving the cultural and historical integrity of the Hog Hammock community, through beneficial land use practices on SIHA lands. Use agreements for SIHA lot 18X and 19X are intended to promote responsible activities that align with the SIHA's mission and the values of the community.

Use agreements for lots 18X and 19X can be executed for up to three years based on agreed use. Use agreements will be effective starting the 1st of January.

Use Agreement Criteria:

1. Alignment with SIHA Mission:

Rentals and associated activities must further the preservation of the cultural heritage, educational spaces, and/or agriculture of Sapelo Island. Any rental activity must support the mission of SIHA, which is to preserve the cultural and historic values of the Hog Hammock community for the benefit of present and future generations. Applications that do not align with the SIHA mission will not be approved.

2. Cultural and Historic Preservation:

Any rental activity must consider the cultural and historic importance of Hog Hammock community. The activity must contribute to the preservation of the island's past cultural and historic values.

3. Benefit to the Community:

The rental must offer a clear benefit to the Hog Hammock community for the preservation of the past cultural and historic values of the community. Applicants who are permanent residents of the Hog Hammock community may provide documentation of

such status in support of the proposed rental's benefit to the community. Activities such as creating job opportunities, generating income, or enhancing local tourism are encouraged. Activities that would not provide a benefit to the preservation of the past cultural and historic values of the Hog Hammock community will not be considered.

4. **Public Access and Educational Value:**

Rentals that provide public access to Sapelo Island's heritage sites or promote relevant educational opportunities for visitors are encouraged. Activities that offer cultural, ecological, or historical learning experiences related to the past cultural and historic values of the Hog Hammock community, such as tours or educational programs, are encouraged.

5. **Sustainability:**

All rental activities must be conducted in a sustainable manner, with minimal impact on the environment. The rental request must demonstrate how the activity will promote responsible land use, including efforts to reduce waste, preserve resources, and avoid long-term environmental damage.

6. **Compliance with Legal and Regulatory Requirements:**

Proposed uses must comply with applicable local, state, and federal laws and regulations. This includes zoning laws, environmental protection standards, and historic preservation requirements. Rental applications that do not address how the proposed use will meet these legal obligations will be denied.

7. **Renter Responsibility and Accountability:**

Applicants must have the capacity to fulfill commitments made in any rental agreement and may be asked to provide documentation of that capacity.

8. **Compatibility with Existing Land Uses:**

Rentals must align with or complement existing activities or programs related to the preservation of the past cultural and historic values of the Hog Hammock community on Sapelo Island. This includes ensuring that rentals do not interfere or conflict with ongoing conservation efforts, community events, or other heritage preservation projects on the island.

9. **Duration and Scope of Rental:**

The rental period and scope must be appropriate for the proposed activity. The duration must not exceed what is necessary for the activity to be successfully completed, and the scope must be proportional to the size and environmental capacity of the land being rented. Rentals that would disrupt the preservation of the past cultural and historic values of the Hog Hammock community will not be approved.

10. **Permanent resident:**

Priority will be given to permanent residents of the community of Hog Hammock described in paragraph (5) of subsection (a) of Code Section 12-3-441.

Application and Evaluation Process:

Submission:

The application period will start on the 1st of September and run for two months. Applications will be submitted to Long Tabby Office PO Box 15, Sapelo Island 31327 and postmarked by October 31st of the respective application year.

Evaluation:

All rental requests will be evaluated using the Use Agreement Criteria by a review panel consisting of five residents of the community of Hog Hammock described in paragraph (5) of subsection (a) of Code Section 12-3-441. The Chief of the Game Management Section of DNR's Wildlife Resources Division shall also serve as a non-voting member of the review panel. The current residents serving as board members of the SIHA shall inform the DNR Commissioner in writing of the five residents of the community who will serve as the panel to evaluate and make recommendations on the applications for each lot. DNR will consider and give deference to the panel's recommendations. However, DNR reserves the right to reject or remand for further evaluation any recommendation of the panel that DNR determines, in its sole discretion, fails to meet the Use Agreement Criteria or when DNR determines, in its sole discretion, that another application provides a substantially and demonstrably greater benefit to the preservation of the past cultural and historic values of the Hog Hammock community.

Panel members are not eligible to apply for rental during their term of service on the panel.

Approval:

Upon approval by DNR of applications recommended by the panel, all renters will be required to sign an agreement outlining the terms of use, including responsibilities for land maintenance, environmental protection, and compliance with all applicable laws and regulations.

Monitoring and Compliance:

Once a use agreement has been executed, the panel will monitor the rental property throughout the rental period to ensure that the terms of the agreement are being followed. DNR also reserves the right to monitor such rental property. Any violations may result in termination of the rental agreement and may be considered in evaluating any future applications for renting SIHA land. Successful completion of rental terms may also be considered in evaluating future applications.

Conclusion:

The rental policy ensures that activities on Sapelo Island Heritage Authority properties are consistent with its mission of preserving the past cultural and historic values of the Hog Hammock Community for present and future generations.

Attachments

Attachment A - SIHA Land Rental Evaluation Criteria
Attachment B - SIHA Rental Application
Attachment C - Evaluation Form
Attachment D - SIHA Land Lot Use Agreement

Attachment A

SIHA Land Rental Evaluation Criteria

Scoring System Overview

Each criterion is scored on a scale of 1-5 points, with specific indicators for each score level. The maximum possible score is 80 points.

This system is designed to rank all qualified applicants in order of merit to select the top applicant(s) for available rental lots and is weighted based on priority.

Tier 1: Mission-Critical Criteria (Triple Weight)

These criteria receive 3x their base score in final calculations

1. Mission Alignment (5 points × 3 = 15 weighted points)

How does this rental promote the preservation of the cultural and historic values of the Hog Hammock community for the benefit of present and future generations?

Scoring:

- **5 - Exceptional:** Directly advances core preservation mission with clear, measurable outcomes for cultural/historic value preservation
- **4 - Strong:** Strongly supports mission with well-defined preservation benefits
- **3 - Adequate:** Generally aligns with mission but benefits are somewhat indirect
- **2 - Marginal:** Minimal alignment with preservation mission
- **1 - Poor:** No clear connection to cultural/historic preservation mission

2. Cultural & Historic Preservation (5 points × 3 = 15 weighted points)

How will this activity contribute to maintaining or enhancing the past cultural and historic values of the community?

Scoring:

- **5 - Exceptional:** Actively restores, maintains, or significantly enhances cultural/historic values through direct preservation activities
- **4 - Strong:** Contributes meaningfully to preservation through documentation, interpretation, or protective measures
- **3 - Adequate:** Supports preservation efforts but contribution is moderate

- **2 - Marginal:** Limited contribution to preservation; may have neutral impact
- **1 - Poor:** No contribution or potential negative impact on cultural/historic values

Tier 2: High Priority Criteria (Double Weight)

These criteria receive 2x their base score in final calculations

3. Benefit to Community (5 points × 2 = 10 weighted points)

What benefit to the preservation of the past cultural and historic values of the Hog Hammock community will this rental provide?

Scoring:

- **5 - Exceptional:** Provides substantial, direct benefits (employment, business opportunities, tourism) with documented resident status AND demonstrates clear preservation value
- **4 - Strong:** Provides meaningful benefits with documented status OR strong preservation value
- **3 - Adequate:** Provides moderate benefits to community preservation efforts
- **2 - Marginal:** Limited community benefit
- **1 - Poor:** No clear community benefit or potential negative impact

4. Public Access or Educational Value (5 points × 2 = 10 weighted points)

Will this activity provide public access to heritage sites or promote educational opportunities related to Hog Hammock's cultural and historic values?

Scoring:

- **5 - Exceptional:** Provides significant public access AND comprehensive educational programming with cultural, ecological, and historical learning experiences
- **4 - Strong:** Provides meaningful public access OR substantial educational value
- **3 - Adequate:** Provides moderate public access or educational opportunities
- **2 - Marginal:** Limited public access or educational value
- **1 - Poor:** No public access or educational component

Tier 3: Standard Criteria (Standard Weight)

These criteria receive their base score in final calculations

5. Sustainability Practices (5 points)

What measures will be taken to ensure responsible land use and sustainability?

Scoring:

- **5 - Exceptional:** Comprehensive sustainability plan with innovative waste management, resource conservation, and environmental protection measures
- **4 - Strong:** Well-developed sustainability practices covering most key areas
- **3 - Adequate:** Basic sustainability measures in place meeting standard requirements
- **2 - Marginal:** Limited sustainability planning
- **1 - Poor:** No sustainability measures or potential environmental harm

6. Legal & Regulatory Compliance (5 points)

Does it comply with applicable local, state, and federal laws and regulations?

Scoring:

- **Exceptional:** Demonstrated an excellent understanding of how the proposed use will meet all requirements
- **4 - Strong:** Demonstrated a good understanding of compliance with minor gaps
- **3 - Adequate:** Basic compliance awareness related to the proposed use
- **2 - Marginal:** Limited compliance understanding as related to the proposed use
- **1 - Poor:** Compliance requirements were not addressed

7. Capacity & Accountability (5 points)

Describe your experience, resources, and readiness to carry out this activity.

Scoring:

- **5 - Exceptional:** Extensive relevant experience, proven track record, strong financial resources, and excellent references
- **4 - Strong:** Good experience and resources with solid references

- **3 - Adequate:** Sufficient experience and resources to complete project
- **2 - Marginal:** Limited experience but adequate resources
- **1 - Poor:** Insufficient experience or resources

8. Compatibility with Existing Uses (5 points)

How will this activity align with or complement existing land uses and programs related to community preservation?

Scoring:

- **5 - Exceptional:** Perfectly complements and enhances existing preservation programs
- **4 - Strong:** Aligns well with existing uses with minor coordination needed
- **3 - Adequate:** Compatible with existing uses
- **2 - Marginal:** Some potential conflicts with existing programs
- **1 - Poor:** Conflicts with or undermines existing preservation efforts

9. Scope & Duration Justification (5 points)

Is the proposed timeframe and use appropriate to the size and purpose of the land?

Scoring:

- **5 - Exceptional:** Perfectly matched scope, duration, and land use with clear justification
- **4 - Strong:** Well-justified scope and duration
- **3 - Adequate:** Reasonable scope and duration for proposed use
- **2 - Marginal:** Somewhat excessive or insufficient scope/duration
- **1 - Poor:** Inappropriate scope or duration for land size/purpose

10. Permanent resident of the community of Hog Hammock described in paragraph (5) of subsection (a) of Code Section 12-3-441 (5 points)

Is the applicant a permanent resident?

Final Scoring Calculation

Maximum Possible Score: 80 points

- Mission Alignment: 15 points (5×3)
 - Cultural & Historic Preservation: 15 points (5×3)
 - Benefit to Community: 10 points (5×2)
 - Public Access/Educational Value: 10 points (5×2)
 - Five Standard Criteria: 30 points (6×5)
-

Comprehensive Tie-Breaking System

Primary Tie-Breaker Hierarchy

When applicants have identical final scores, apply tie-breakers in this order:

1. Community Connection Priority

- **First Priority:** Documented permanent resident of Hog Hammock community as described in paragraph (5) of subsection (a) of Code Section 12-3-441
- **Second Priority:** Non-resident applicants

2. Mission-Critical Criteria Total

- Sum of Mission Alignment + Cultural & Historic Preservation raw scores (before weighting)
- Higher combined score wins

3. Individual Mission-Critical Criteria

In order of importance:

- a) Mission Alignment score
- b) Cultural & Historic Preservation score

4. Community Impact Indicators

- Employment opportunities created for community members
- Number of community members directly benefited
- Long-term sustainability of community benefits

5. Educational and Access Value

- Number of visitors expected to receive education about Hog Hammock heritage
- Depth and quality of educational programming
- Accessibility of programs to diverse audiences

6. Implementation Timeline

- Earliest feasible start date
- Quickest path to delivering preservation benefits
- Demonstrated readiness to begin immediately

7. Financial Sustainability

- Long-term financial viability
- Least reliance on external funding
- Greatest potential for self-sustaining operations

8. Innovation in Preservation

- Novel approaches to heritage preservation
- Creative solutions to preservation challenges
- Potential for replication or expansion

Secondary Tie-Breaker: Proposal Review

If ties persist after all quantitative measures:

- Convene review panel
 - Conduct 15-minute presentation by each tied applicant
 - Majority decision determines winner
-

Ranking and Selection Process

Step 1: Initial Screening

- Confirm basic mission alignment (#1 - minimum score > 1)
- Confirm that use will align with laws and regulations (#6 - minimum score > 1)
- **Disqualify any applicant not meeting minimum standards**

Step 2: Detailed Evaluation

- Score each criterion using the 1-5 scale
- Apply weighting multipliers
- Calculate final weighted score

Step 3: Initial Ranking

- Rank all qualifying applicants by final weighted score
- Identify any ties requiring tie-breaker application

Step 4: Tie-Breaking Process

- Apply tie-breaker hierarchy systematically
- Document reasoning for each tie-breaker decision
- Finalize ranking order

Step 5: Final Selection

- Select top-ranked applicant(s) based on available rental lots
- Notify selected applicants and establish waiting list from remaining ranked applicants

Quality Assurance Measures

Scoring Consistency

- All applications reviewed by a minimum of 2 evaluators
- Significant score discrepancies (>5 points) require a third evaluator
- Final scores averaged across all evaluators

Documentation Requirements

- All scoring decisions must include written justification

- Tie-breaker applications must be fully documented

Waiting List Management

- Maintain ranked waiting list of all qualified applicants
- If selected applicant withdraws or fails to perform, offer to the next-ranked applicant
- Re-evaluate waiting list annually for any changes in circumstances

This comprehensive ranking system ensures that the most deserving applicants are selected while maintaining transparency and fairness in the competitive selection process.

This system will reliably identify the single best applicant for each available lot while maintaining the Heritage Authority's commitment to community preservation and cultural heritage protection.

Attachment B – SIHA Rental Application

Purpose:

This application is for individuals seeking to rent public land lots 18X and 19X. All rentals must be for the purpose of preserving the cultural heritage, educational spaces, and/or agriculture of Sapelo Island, and must support the mission of SIHA, which is to preserve the cultural and historic values of the Hog Hammock community for the benefit of present and future generations.

SECTION 1: Applicant Information

- **Full Name:** _____
 - **Mailing Address:** _____
 - **Phone Number:** _____
 - **Email Address:** _____
-

SECTION 2: Rental Request Details

- **Proposed Rental Site (if known):** _____
 - **Start Date:** _____ (must be January 1 of applicable year)
 - **End Date:** _____ (cannot be longer than three years)
 - **Frequency (if recurring):** ☐ One-time ☐ Weekly ☐ Monthly ☐ Seasonal ☐ Other: _____
 - **Describe the proposed activity or use of the land (attach additional pages if necessary):**

-

SECTION 3: Alignment with Criteria

Please respond to each question. Use attachments if more space is needed.

1. **Mission Alignment:**

How does this rental promote the preservation of the cultural and historic values of the Hog Hammock community for the benefit of present and future generations?

2. **Cultural & Historic Preservation:**

How will this activity contribute to maintaining or enhancing the past cultural and historic values of the community?

3. **Benefit to Community:**

What benefit to the preservation of the past cultural and historic values of the Hog Hammock community will this rental provide to the community (e.g., employment, tourism, business opportunities)?

4. **Sustainability Practices:**

What measures will be taken to ensure responsible land use and sustainability (e.g., waste management, resource conservation)?

5. **Public Access or Educational Value:**

Please describe whether and how this activity will provide public access to Sapelo Island's heritage sites or promote relevant educational opportunities for visitors. Please describe whether and how this activity will include cultural, ecological, or historical learning experiences related to the past cultural and historic values of the Hog Hammock community.

6. **Compatibility with Existing Uses:**

How will this activity align with or complement existing land uses and programs on the island related to the preservation of the past cultural and historic values of the community?

7. **Legal & Regulatory Compliance:**

Please describe how the proposed use complies with applicable local, state, and federal laws and regulations?

8. **Capacity & Accountability:**

Please describe your experience, resources, and readiness to carry out this activity. (You may be asked to submit proof of capability or references.)

9. Scope & Duration Justification:

Is the proposed timeframe and use appropriate to the size and purpose of the land?

10. Permanent Resident Justification:

Provide appropriate documentation of being a permanent resident of the community of Hog Hammock described in paragraph (5) of subsection (a) of Code Section 12-3-441

SECTION 4: Supporting Materials (Required)

Please attach:

- Detailed activity plan
 - Site use map or diagram (if applicable)
 - Budget or financial plan (if applicable)
 - Any necessary permits or approvals (if already obtained)
-

SECTION 5: Agreement & Signature

I hereby affirm that the information provided in this application is true and complete. I understand that submitting this application does not guarantee rental approval. If approved, I agree to comply with the terms of the rental agreement, including stewardship responsibilities, regulatory compliance, and periodic monitoring of my rental activity by the review panel or by DNR.

Signature: _____

Date: _____

Submit completed applications to:

Georgia Department of Natural Resources
Long Tabby Office
PO Box 15,
Sapelo Island 31327

Attachment C – Evaluation Form

Sapelo Island Heritage Authority

Potential Land Rental Application Evaluation Form

Application ID: _____ Date of Review: _____

Evaluator Name: _____

Applicant Name/Organization: _____

Proposed Use: _____

Lot/Location: _____

TIER 1: MISSION-CRITICAL CRITERIA (Triple Weight)

1. Mission Alignment (5 points × 3 = 15 weighted points)

Question: How does this rental promote the preservation of the cultural and historic values of the Hog Hammock community for the benefit of present and future generations?

Scoring Guidelines:

- **5 - Exceptional:** Directly advances core preservation mission with clear, measurable outcomes for cultural/historic value preservation
- **4 - Strong:** Strongly supports mission with well-defined preservation benefits
- **3 - Adequate:** Generally aligns with mission but benefits are somewhat indirect
- **2 - Marginal:** Minimal alignment with preservation mission
- **1 - Poor:** No clear connection to cultural/historic preservation mission

Score (1-5): _____ Weighted Score (× 3): _____

Score must be >1 to qualify: ☐ Met ☐ Not Met

Justification:

2. Cultural & Historic Preservation (5 points × 3 = 15 weighted points)

Question: How will this activity contribute to maintaining or enhancing the past cultural and historic values of the community?

Scoring Guidelines:

- **5 - Exceptional:** Actively restores, maintains, or significantly enhances cultural/historic values through direct preservation activities
- **4 - Strong:** Contributes meaningfully to preservation through documentation, interpretation, or protective measures
- **3 - Adequate:** Supports preservation efforts but contribution is moderate
- **2 - Marginal:** Limited contribution to preservation; may have neutral impact
- **1 - Poor:** No contribution or potential negative impact on cultural/historic values

Score (1-5): _____ Weighted Score (× 3): _____

Justification:

TIER 2: HIGH PRIORITY CRITERIA (Double Weight)

3. Benefit to Community (5 points × 2 = 10 weighted points)

Question: What benefit to the preservation of the past cultural and historic values of the Hog Hammock community will this rental provide?

Scoring Guidelines:

- **5 - Exceptional:** Provides substantial, direct benefits (employment, business opportunities, tourism) with documented resident status AND demonstrates clear preservation value
- **4 - Strong:** Provides meaningful benefits with documented status OR strong preservation value
- **3 - Adequate:** Provides moderate benefits to community preservation efforts

- **2 - Marginal:** Limited community benefit
- **1 - Poor:** No clear community benefit or potential negative impact

Score (1-5): _____ Weighted Score ($\times 2$): _____

Justification:

4. Public Access or Educational Value (5 points $\times 2 = 10$ weighted points)

Question: Will this activity provide public access to heritage sites or promote educational opportunities related to Hog Hammock's cultural and historic values?

Scoring Guidelines:

- **5 - Exceptional:** Provides significant public access AND comprehensive educational programming with cultural, ecological, and historical learning experiences
- **4 - Strong:** Provides meaningful public access OR substantial educational value
- **3 - Adequate:** Provides moderate public access or educational opportunities
- **2 - Marginal:** Limited public access or educational value
- **1 - Poor:** No public access or educational component

Score (1-5): _____ Weighted Score ($\times 2$): _____

Justification:

TIER 3: STANDARD CRITERIA (Standard Weight)

5. Sustainability Practices (5 points)

Question: What measures will be taken to ensure responsible land use and sustainability?

Scoring Guidelines:

- **5 - Exceptional:** Comprehensive sustainability plan with innovative waste management, resource conservation, and environmental protection measures
- **4 - Strong:** Well-developed sustainability practices covering most key areas
- **3 - Adequate:** Basic sustainability measures in place meeting standard requirements
- **2 - Marginal:** Limited sustainability planning
- **1 - Poor:** No sustainability measures or potential environmental harm

Score (1-5): _____

Justification:

6. Legal & Regulatory Compliance (5 points)

Question: Does it comply with applicable local, state, and federal laws and regulations?

Scoring Guidelines:

- **5 - Exceptional:** Demonstrated an excellent understanding of how the proposed use will meet all requirements
- **4 - Strong:** Demonstrated a good understanding of compliance with minor gaps
- **3 - Adequate:** Basic compliance awareness related to the proposed use
- **2 - Marginal:** Limited compliance understanding as related to the proposed use
- **1 - Poor:** Compliance requirements were not addressed

Score (1-5): _____

Score must be >1 to qualify: ☐ Met ☐ Not Met

Justification:

7. Capacity & Accountability (5 points)

Question: Describe your experience, resources, and readiness to carry out this activity.

Scoring Guidelines:

- **5 - Exceptional:** Extensive relevant experience, proven track record, strong financial resources, and excellent references

- **4 - Strong:** Good experience and resources with solid references
- **3 - Adequate:** Sufficient experience and resources to complete project
- **2 - Marginal:** Limited experience but adequate resources
- **1 - Poor:** Insufficient experience or resources

Score (1-5): _____

Justification:

8. Compatibility with Existing Uses (5 points)

Question: How will this activity align with or complement existing land uses and programs related to community preservation?

Scoring Guidelines:

- **5 - Exceptional:** Perfectly complements and enhances existing preservation programs
- **4 - Strong:** Aligns well with existing uses with minor coordination needed
- **3 - Adequate:** Compatible with existing uses
- **2 - Marginal:** Some potential conflicts with existing programs
- **1 - Poor:** Conflicts with or undermines existing preservation efforts

Score (1-5): _____

Justification:

9. Scope & Duration Justification (5 points)

Question: Is the proposed timeframe and use appropriate to the size and purpose of the land?

Scoring Guidelines:

- **5 - Exceptional:** Perfectly matched scope, duration, and land use with clear justification
- **4 - Strong:** Well-justified scope and duration

- **3 - Adequate:** Reasonable scope and duration for proposed use
- **2 - Marginal:** Somewhat excessive or insufficient scope/duration
- **1 - Poor:** Inappropriate scope or duration for land size/purpose

Score (1-5): _____

Justification:

10. Permanent resident of the community of Hog Hammock described in paragraph (5) of subsection (a) of Code Section 12-3-441 (5 points)

Scoring Guidelines:

- **5 – Yes**
- **0 – No**

Score (5 or 0): _____

Justification:

SCORING SUMMARY

Raw Scores

Criterion	Raw Score Weight Weighted Score		
1. Mission Alignment	_____	× 3	_____
2. Cultural & Historic Preservation	_____	× 3	_____
3. Benefit to Community	_____	× 2	_____
4. Public Access/Educational Value	_____	× 2	_____
5. Sustainability Practices	_____	× 1	_____
6. Legal & Regulatory Compliance	_____	× 1	_____

Criterion	Raw Score	Weight	Weighted Score
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7. Capacity & Accountability	_____	× 1	_____
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8. Compatibility with Existing Uses	_____	× 1	_____
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9. Scope & Duration Justification	_____	× 1	_____
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10. Permanent Resident	_____	× 1	_____
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Final Calculation

Total Weighted Score: _____ (out of 80 possible points)

QUALIFICATION STATUS

☐ **QUALIFIED** - Meets all minimum requirements ☐ **DISQUALIFIED** - Reason:

Minimum Requirements Check:

- ☐ Mission Alignment > 1 point
 - ☐ Legal & Regulatory Compliance > 1 point
-

TIE-BREAKER INFORMATION

Complete only if needed for tied applications

Community Connection Priority:

- ☐ Documented permanent resident of Hog Hammock
- ☐ Non-resident applicant

Mission-Critical Criteria Total: _____ (Sum of criteria #1 and #2 raw scores)

Additional Tie-Breaker Notes:

EVALUATOR COMMENTS

Strengths of Application:

Areas of Concern:

Overall Assessment:

Recommendation: ☐ Strongly Recommend ☐ Recommend ☐ Acceptable ☐ Not Recommended

Evaluator Signature: _____ **Date:** _____

Review Complete: ☐ **Forwarded to Panel:** ☐ **Date Forwarded:** _____

This form must be completed for each application and retained in the official evaluation file. All scoring decisions must include written justification as required by the Heritage Authority evaluation standards.

Attachment D SIHA Land Lot Use Agreement

Land Lot Use Agreement

This Land Lot Use Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between the **Department of Natural Resources** ("DNR"), acting as administrative agent for the **Sapelo Island Heritage Authority** ("SIHA"), a public authority of the State of Georgia, and _____ ("Grantee").

1. Purpose and Legal Authority

The purpose of this Agreement is to outline the permitted use of the designated land lot located on Sapelo Island, Georgia, in accordance with the competitive process established by SIHA's unanimous vote on July 17, 2024. This Agreement is executed pursuant to O.C.G.A. Sections 50-4-3, 12-3-441, 12-3-443, and 12-3-445; Ga. Comp. R.& Reg.r.391-4-6-.01.

The mission of SIHA, as established by the Georgia General Assembly, is to preserve the cultural and historic values of the Hog Hammock community for the benefit of present and future generations.

2. Description of Land Lot

Location: Sapelo Island, McIntosh County, Georgia

Lot Number: ☐ Lot 18X ☐ Lot 19X

Legal Description: [Insert parcel description or coordinates]

Size: [Insert acreage]

3. Term of Use

This Agreement shall commence on **January 1, 20____** and continue for a term of ____ years (not to exceed three years), subject to renewal through the competitive application process, or termination as outlined herein.

Application Period: Applications for renewal must be submitted during the period from September 1st through October 31st of the year preceding the desired rental term.

4. Permitted Uses

Grantee shall have use of the land lot solely for the following purpose(s) that further the preservation of the cultural heritage, educational spaces, and/or agriculture of Sapelo Island:

Approved Activities:

- _____
- _____
- _____

All uses must support the preservation of the past cultural and historic values of the Hog Hammock community and be compatible with existing heritage preservation activities on Sapelo Island. No other use of the land lot is permitted.

5. Use Agreement Criteria and Grantee Obligations

The Grantee agrees to comply with all Use Agreement Criteria established in the SIHA Rental Policy:

A. Alignment with SIHA Mission

- All activities must further the preservation of cultural heritage, educational spaces, and/or agriculture of Sapelo Island
- Activities must support SIHA's mission to preserve cultural and historic values of the Hog Hammock community

B. Cultural and Historic Preservation

- Consider and contribute to the cultural and historic importance of Hog Hammock community
- Preserve and honor the island's past cultural and historic values

C. Community Benefit

- Provide clear benefit to the Hog Hammock community for preservation of past cultural and historic values

D. Sustainability

- Conduct all activities in a sustainable manner with minimal environmental impact
- Demonstrate responsible land use including waste reduction and resource preservation

- Avoid long-term environmental damage

E. Public Access and Educational Value

- ☐ Provide public access to Sapelo Island's heritage sites
- ☐ Promote educational opportunities related to past cultural and historic values of Hog Hammock community
- ☐ Offer cultural, ecological, or historical learning experiences

F. Compatibility with Existing Land Uses

- Align with existing activities related to preservation of Hog Hammock community's cultural and historic values
- Ensure no interference with ongoing conservation efforts, community events, or heritage preservation projects

G. Legal and Regulatory Compliance

- Comply with all applicable local, state, and federal laws and regulations
- Meet zoning laws, environmental protection standards, and historic preservation requirements
- Maintain all necessary permits and approvals

H. Responsibility and Accountability

- Demonstrate capacity to fulfill all commitments made in this Agreement
- Provide documentation of capacity as required

I. Appropriate Duration and Scope

- Conduct activities proportional to land size and environmental capacity
- Ensure activities do not disrupt preservation of Hog Hammock community's cultural and historic values

6. Restrictions

The Grantee agrees to the following restrictions:

- No activities that would disrupt preservation of past cultural and historic values of Hog Hammock community
- No removal or disturbance of cultural or historic sites without prior written approval
- No activities that would not provide benefit to preservation of community's cultural and historic values

- All modifications of or improvements to the land lot require prior written approval from DNR
-

7. Reporting and Monitoring

Evaluation Panel Oversight

This Agreement is subject to monitoring by a five-member panel consisting of residents of the Hog Hammock community as described in O.C.G.A. Section 12-3-441(a)(5), as well as by DNR.

Reporting Requirements

- Submit quarterly activity reports to DNR and the evaluation panel
- Provide annual documentation of community benefits and cultural preservation efforts
- Submit sustainability and environmental impact assessments as requested

Inspection Rights

Both the evaluation panel and DNR reserve the right to conduct periodic inspections to ensure compliance. The Grantee must provide reasonable access upon 48-hour notice.

8. Violation and Termination

Grounds for Termination

DNR may terminate this Agreement for:

- Non-compliance with Use Agreement Criteria
- Failure to provide demonstrated community benefit
- Environmental degradation or damage to cultural/historic sites
- Violation of applicable laws or regulations
- Failure to maintain required reporting

Process

- Written notice of violation with 30-day opportunity to cure (unless immediate danger exists)
-

9. Renewal Process

Renewal is subject to the competitive application process established in the SIHA Rental Policy. No automatic renewal rights are granted. Renewal applications must be submitted during the September 1st – October 31st application period and evaluated by the community panel.

10. General Provisions

Administrative Agent

DNR serves solely as the administrative agent for SIHA and supports only the administrative functions of executing use agreements on behalf of SIHA.

Governing Law

This Agreement shall be governed by the laws of the State of Georgia.

Entire Agreement

This Agreement, together with the SIHA Rental Policy dated 07/09/2025, constitutes the entire agreement between the parties. Modifications must be in writing and signed by both parties.

Severability

If any provision is found invalid, the remainder of the Agreement shall remain in effect.

DNR shall have no duties or responsibilities for installing, maintaining, operating, repairing or supervising any of the Grantee's operations, facilities, or equipment on the land lot. The Grantee shall indemnify and save DNR and the SIHA and their officers, members, employees, and agents harmless from and against all liabilities, damages, costs, expenses (including attorney's fees), causes of action, suits demands, judgments, and claims of any nature whatsoever (excluding those based upon the negligence of DNR) arising from, by reason of or in connection with: 1. Injury to or death of persons or damage to property (a) on the land lot or (b) in any manner arising from use, non-use or occupancy of the land lot by the Grantee or any of the Grantee's agents, employees, customers or licensees; 2. Violation of this agreement by the Grantee or any of the Grantee's agents or employees; or 3. Violation of any law or regulation affecting the land lot or the occupancy or use of the land lot.

Prior to use of the land lot, the Grantee shall provide DNR with a certificate of liability insurance in the amount of one million dollars (\$1,000,000.00) for total liability, naming DNR and the SIHA as additional insureds. In addition, Grantee shall at all times have in place property insurance to cover all improvements and fixed equipment within the land lot for full replacement cost against "all risks", naming DNR and the SIHA as additional insureds. DNR shall, in its discretion and at all times, solely determine the adequacy of the amount of such property coverage and the risks insured.

At no cost to DNR, the Grantee shall cause to be furnished and shall pay for all utilities including but not limited to water, gas, light, power, sanitation, garbage pickup and disposal, telephone and other utilities or services required for the Grantee's use of the land lot.

The Grantee shall not, without the prior written consent of DNR, assign this Agreement or any interest hereunder, or sublet the land lot or any part thereof.

The Grantee shall vacate the land lot promptly upon the termination of this Agreement. Any holding over or continued use or occupancy of the land lot by the Grantee after termination of this Agreement without express written consent of DNR shall not constitute a Tenancy-At-Will in the Grantee, but the Grantee shall be a Tenant-At-Sufferance and may be required to vacate the land lot immediately without notice.

The Grantee shall not in its use and occupancy of the land lot discriminate on the basis of race, gender, color, and national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to DNR.

No estate in land shall pass out of the SIHA by virtue of this Agreement.

Upon commencing use of the land lot, the Grantee may install and operate, at no cost to DNR, in and on the land lot such additional fixtures, trade fixtures, equipment, machinery and appliances as the Grantee shall consider necessary for the permitted purposes hereof; provided that the Grantee complies with all laws, rules and regulations regarding the installation and operation thereof. Upon the expiration or earlier termination of this Agreement, the Grantee shall remove the Grantee's personal property from the land lot. The Grantee shall repair any damage to the land lot caused by the installation or removal, at any time, of personal property. If the Grantee fails to remove said property and restore the land lot, then, at the option of DNR, said property shall either become the property of DNR without compensation therefor, or DNR may cause the property to be removed and no claim for damages shall be created by or made on account of such removal and restoration work. The Grantee shall also pay DNR on demand any sum which may be expended by DNR after the expiration or termination of this Agreement in removing said property or restoring the land lot. The Grantee acknowledges that all equipment and personal property located at or on the land lot will be at the Grantee's risk and DNR shall not be liable for any damage thereto or loss thereof.

All buildings and other items placed upon the property by the Grantee that are customarily considered to be real property shall remain upon the property at the expiration or earlier termination of the Agreement and the ownership of such buildings and items shall be vested in the SIHA at the time that the building or item is placed upon the property.

The Grantee agrees to provide for the construction, at no cost to DNR, of all improvements necessary for the land lot to be used for the purposes expressed herein. Other than installing equipment and other personal property, the Grantee agrees that no improvements to the land lot, whether new construction, modification, alteration or renovation, either interior or exterior in nature, shall be commenced until plans and specifications for the improvements have been

reviewed and approved in writing by DNR and any necessary building permits have been obtained by the Grantee.

The Grantee shall keep the land lot in good order and repair and shall be responsible for all repairs, maintenance and replacement, interior and exterior, structural and nonstructural, ordinary and extraordinary and foreseen and unforeseen, to the land lot. All costs and expenses necessary for the repair, maintenance and operation of the land lot shall be the sole responsibility of the Grantee. Upon expiration or termination of this Agreement, the land lot shall be returned to DNR in as good or better condition as when the Grantee took possession, natural wear and tear only excepted.

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

State of Georgia, Department of Natural Resources

Acting as administrative agent for Sapelo Island Heritage Authority (SIHA)

By: _____

Name: _____

Title: Commissioner/Designee

Date: _____

Grantee

By: _____

Name: _____

Title: _____

Date: _____

Notarization

State of Georgia

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____