HITHER WOODS

MANAGEMENT PLAN

By Hither Woods Management Committee

July 23, 1987

Acknowledgement

The Committee acknowledges the special contribution made by Kathleen Conrad, who typed up the final revisions and JoAnn Morgan who typed the first draft, assisted with the final revision and served as the Committee's day to day secretary.

FINAL DRAFT MANAGEMENT PLAN
Hither Woods

July, 1987

Table of Contents

I. Introduction.....2

II. History.....2

III. Activities.....5

IV. Access.....5

V. Fire Safety.....6

VI. Caretaking.....6

VII. General Concerns.....7

Appendix A (Job Description).....8

Appendix B (Trails Map).....10

Appendix C (Contract).....11

II Introduction

This is a management plan for those lands in the Hither Woods in Montauk that are jointly owned by the State of New York, the County of Suffolk, and the Town of East Hampton and is pursuant to an agreement dated the 27th day of January, 1987 (see Appendix C). It is the intent of this plan that the property should only be used for passive, low intensity recreational, education and conservation purposes. Substantial man-made physical changes to this property shall be minimized or avoided to the maximum extent possible.

This plan contemplates no improvements to the property except those explicity outlined in the plan. As such, this plan will not have any environmental impacts as defined in SEQRA and should not require an impact statement.

I. History[1]

Hither Woods today probably retains a greater similarity to Montauk as it was at the coming of the white man than any other part of the peninsula. At the time of the settlers' arrival in the mid-seventeenth century, and for the better part of the following three centuries the rest of Montauk was open land. Before the white man's time these rolling, moor-like grasslands were probably kept cleared by the Indians' animals and by periodic fires set for that purpose. For 275 years after the English colonists acquired the pasturage rights, and then the land, Montauk was used as summer quarters for livestock from much of the South Fork. Cattle were driven onto Montauk each spring, in a scene not unlike the great cattle drives of the American west, and were driven off again in the fall. Sheep were also pastured on Montauk, on the open plains west of Fort Pond, such as Hither Plain and Shepherd's Neck.

Hither Woods is the only substantial area of the Montauk peninsula that was never entirely cleared for use as rangeland,

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[1]Written by Rick Whalen and used with his permission.

but even Hither Woods was apparently far less extensive than it is today. Old maps show broad areas of cleared land which are now wooded. One such area includes the spot known as Ram Level in the private parcel to the south of the new park land. It is an area of fairly flat land which is still mostly open. Ram Level was at one time used to segregate rams from the rest of the sheep flock during mating season.

One use to which Hither Woods was put was wood-cutting. Cordwood and building lumber, including maplewood, were shipped from Fresh Pond Landing and Quincetree Landing. Many of the old roads which today crisscross the woods probably saw extensive service as logging trails. As a result of this lumbering activity, nearly the entire woods was cutoff at one time or another.

In the late 1700's a dwelling was built at Flaggy Hole, in what is now the State Park, so that one of the overseers could watch for trespassers and stray sheep. This house was later moved, but remains of Indian dwellings still exist near the marsh there, and Stephen Talkhouse, a noted Montauk Indian who was renowned for his feats of walking great distances, lived there for a time before his death in 1879.

Since the late 1800's there have been other houses along the Hither Woods shoreline, particularly at Rocky Point and on Fort Pond Bay. These were an extension of the fishing village on the shore of Fort Pond Bay, which was devastated by the hurricane of 1938 and never rebuilt. Most of the houses have long since been removed and the rest have fallen into ruin.

The U.S. Navy constructed a seaplane base, with a dock, at the mouth of Rod's Valley about the time of World War Two. Since that time some of the area surrounding the old base, northeast of the railroad tracks, has been mined for sand and gravel.

Many of the old roads and trails in Hither Woods are themselves of historical interest. The Old Montauk Road, known variously as Split Rock Road, was the original wagon route onto Montauk. Following, as it does the general north-east-southwest

orientation of the area's ridges and depressions, it was far more negotiable for a wagon and team of horses than the hilly Old Montauk Highway nearer the ocean. Parts of this old road are now overgrown, but most of it still exists, passing such old landmarks as Split Rock and Devil's Cradle.

The Old North Road, or North Shore Road, much of which is located north of the railroad tracks, was a connecting artery to such places as Fresh Pond, Flaggy Hole, Quincetree Landing, and Rocky Point. During the Prohibition Era, when Montauk was a favored landing place for the rumrunners, it is said that this road saw a great deal of use for the transportation of illicit cargoes.

Other old roads in Hither Woods were used as accesses to and from landing places and Ram Level. It seems likely that many of these roads were originally laid out along the routes of Indian paths and were simply widened to allow passage of the settlers' carts and wagons.

Following are several historical sites in the Hither Woods, and their origins (refer to trails map - Appendix B):

Quincetree Landing -- on the shoreline between Flaggy Hole and Rocky Point. Sometimes it is called Quincetree Point. It is located at a low spot between high sandy bluffs to the east and west. Isaac Plato once lived here as one of the overseers of Montauk's livestock. Wood cut in Hither Woods was also barged from here.

Rocky Point -- the headland on the northwest side of Fort Pond Bay. The beach from here west to Flaggy Hole is very rocky and impassable to vehicles.

Redmond's Bend or **Little Landing** -- a natural cove on Fort Pond Bay just inside of Rocky Point and north of the old seaplane base. Redmond was a trap fisherman who set pound traps offshore here in the 1930's and 1940's.

Rod's Valley -- a deep valley, with laurel-covered hillsides, which opens onto Fort Pond Bay. Rod and Riah, two old black men, lived here in the 1870's.

III Activities

Hither Woods shall be open from sunrise to sunset, 365 days a year. It shall be closed at all other times except for camping. No camping shall be allowed except by special permit from the Town of East Hampton. Fires of any kind, including barbecues, shall be strictly prohibited.

Hunting is allowed on the site subject to the rules and regulations of the State and Town. Subject to annual approval by the Town, management of the flora and fauna and other natural resources of the property will be the responsibility of the Town through its Department of Natural Resources, in cooperation with the State and County.

No motorized forms of transportation shall be allowed except by special permit for cause such as handicap access to be issued by the Town.

No excavating of any kind shall be allowed on the site except by special permit from the Town, County and State. Nothing shall be removed from the site without permission of the property owners. No person shall carry out any commercial activity on the site without the express written permission of all three property owners. Except where otherwise specifically allowed or prohibited, all other activities shall fall under the rules and regulations of the State of New York, County of Suffolk, and Town of East Hampton.

IV Access

The only access to the northern part of the parcel, that area between the MTA holdings and Block Island Sound, shall be from Navy Road to the east and from Hither Hills State Park to the west. This plan recommends that Navy Road be extended to this site and

that in the future, at its terminus a small parking area be created of a pervious surface not to exceed 15 cars, said parking lot to be designed by the Town of East Hampton, and subject to site plan approval as per site plan policy and procedures in force in the Town and the County. Access to the southern piece shall be from Hither Hills State Park at their common boundary. All designated trails shall be marked and be kept open (see trails map - Appendix B). The boundaries of the property shall be posted.

The trails and woods should be kept litter free. All junk, debris and old cars should immediately be removed from the property by the Town.

V Fire Safety And Emergency Contingencies

In order that the property be adequately protected against fire, a new eight foot wide road running east to west may have to be cut in the extreme southern portion of the property. Flaggy Hole Road running near the northern boundary of the private parcel to the south may be utilizable for such purpose. The power line road should have its ruts removed to provide good access along it. Markers should be placed or caused to be created on the parcel so as to provide aerial spotting for fire fighting in consultation with the Montauk Fire Department. As part of the ongoing management of this property, cooperation among the property owners and other users of the site, namely, the MTA and LILCO should be encouraged to participate in and contribute to a fire suppression and prevention plan for the area.

VI Caretaking

The Town of East Hampton is and shall be responsible for the management of the property and the implementation of this plan. For this plan to work the property will have to be patrolled and routine maintenance performed. Therefore, the Town should appropriate money for and hire a caretaker for the property. This

person will be responsible for the property's routine maintenance and surveillance (see Appendix A).

VII General Concerns

In order to ensure that vehicles remain off the site, the Town shall have the authority to plant vegetation, post any sign, construct any barrier, or engage in any other activity that is necessary. Moreover, the Town may close any area to any permitted activity if it is necessary to protect the public's health, safety or welfare. The Town shall hold harmless New York State Parks and Suffolk County from all claims, damages, judgements or awards for injury to person or property which may be a direct result of the negligent management or operation of the property by the Town, pursuant to paragraph eleven of the agreement (see Appendix C). The Hither Woods Management Committee, comprised of at least State, County and Town officials, should meet at least once annually and be available to the Town for comments.

Appendix A

Town of East Hampton
HITHER WOODS MANAGEMENT COMMITTEE

JOB DESCRIPTION

TITLE:	Hither Woods Caretaker
SUPERVISOR:	Superintendent of Parks and Recreation Town of East Hampton
LOCATION:	East Hampton, New York 11937

SUMMARY OF POSITION:

Hither Woods is a 557-acre preserve in the Town of East Hampton, bounded on the west by Hither Hills State Park, on the east by Fort Pond Bay, by Block Island Sound on the north and a privately-owned parcel on the south. The preserve is owned by the Town of East Hampton, Suffolk County and New York State, its management being the responsibility of East Hampton Town.

The Hither Woods Caretaker is responsible for maintaining the property according to the management plan drawn up by the Hither Woods Management Committee. Responsibilities include regular surveillance of the property, trail maintenance, posting of signs during hunting season, removal of trash and/or obstructions on trails, dissemination of information to visitors.

DUTIES:

1. Carry out maintenance as required. Duties will include trail maintenance and general clean-up, sign posting, possible barrier erection and repair and special building projects, as directed by East Hampton Town's Department of Parks & Recreation.

2. Interface with visitors and provide information about visitor uses and restrictions.

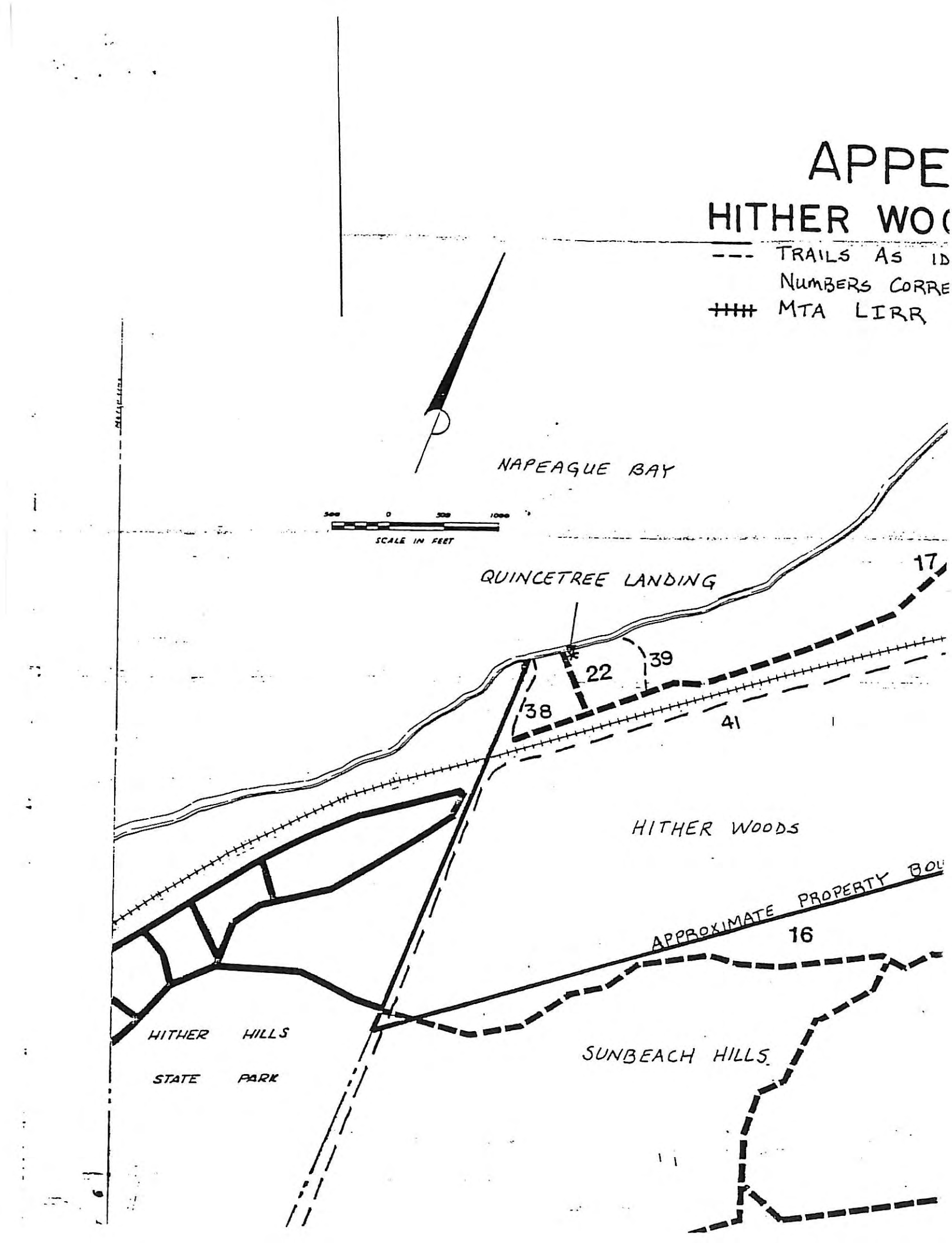
3. Conduct regular surveillance of property to ensure that it is being used according to the management plan and report any irregularities found to Department of Parks & Recreation.

Job Description
Hither Woods Caretaker

4. Surveillance will be done seven days a week with hours to vary, depending upon the season.

REQUIREMENTS:

1. Provide own transportation to and from property.
2. Able to operate four-wheel-drive vehicle.
3. Good physical condition allowing for strenuous outdoor work.
4. Some knowledge and experience in park/forest management.
5. Ability to deal with all types of people.
6. Commitment to land conservation.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HITHER WO(
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Numbers Corre
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NAPEAGUE BAY
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SCALE IN FEET
QUINCETREE LANDING
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HITHER WOODS
APPROXIMATE PROPERTY BOU
16
HITHER HILLS
STATE PARK
SUNBEACH HILLS

Appendix C

HITHER WOODS COOPERATIVE AGREEMENT

THIS AGREEMENT made this 27th day of JANUARY, 1987, between the County of Suffolk, a municipal corporation with offices in the H. Lee Dennison Building, Hauppauge, New York 11788, (hereinafter referred to as "COUNTY"), the Town of East Hampton with offices at 159 Pantigo Road, East Hampton, New York 11937, (hereinafter referred to as "TOWN"), and the State of New York, acting by and through the Commissioner of Parks, Recreation and Historic Preservation, with offices at Agency Building #1, Empire State Plaza, Albany, New York 12238 (hereinafter referred to as "PARKS").

W I T N E S S E T H:

WHEREAS, PARKS is authorized to acquire real property for public recreational purposes and to maintain, operate and administer any property so acquired either directly, or by contract, lease or license, and

WHEREAS, PARKS in cooperation with the TOWN and COUNTY desires to acquire certain real property known as Hither Woods for the purpose of providing public recreation, conservation open space and aquifer protection purposes, and

WHEREAS, improvement to and management of the property shall be compatible with the aforementioned purposes and provide for passive or low intensity uses, and

WHEREAS, the TOWN is willing to accept full responsibility for the administration and management of said property,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, PARKS, the COUNTY and the TOWN hereby agree as follows:

1. PARKS, COUNTY and TOWN will simultaneously purchase joint, partial and undivided interests in the Hither Woods property as identified in Schedule A hereinafter attached, in order to establish a Hither Woods Public Park (the "subject property", the "property" or the "park") by expenditure of the following sums toward the total purchase price of the parcel: STATE: Five Million Three Hundred and Ten Thousand ($5,310,000.00) Dollars; COUNTY: One Million Five Hundred Thousand ($1,500,000.00) Dollars; TOWN: One Million Five Hundred Thousand ($1,500,000.00) Dollars. It is understood that in addition to these expenditures, the parties will be expending other monies to cover various costs connected with, or incidental to, the purchase of the subject property, as more fully set forth in a certain agreement previously entered into by the parties and the Nature Conservancy. It is further understood that the obligations of all of the parties under this paragraph are contingent upon the approval of the Attorney General and the Comptroller of the State of New York.

2. PARKS, COUNTY and TOWN shall hold title to the subject property as tenants in common. Unless specifically agreed to herein to the contrary, the parties shall possess all of the rights, privileges, liabilities and responsibilities incidental to such a tenancy under common law and applicable statutory law of the state of New York. Each

party shall possess the following ownership percentages: STATE: Sixty-four (64%) percent; COUNTY: Eighteen (18%) percent; TOWN: Eighteen (18%) percent. Except as provided for herein, all actions involving the use, change of use, development, improvement or physical alteration of the property shall require the formal, prior approval of each of the three owners thereof, and, unless specifically agreed to otherwise at the time or unless provided for herein, all costs and expenses involved in such actions shall be borne by the respective parties in accordance with the ownership percentages set out herein. Nothing contained in this agreement shall be deemed or construed to mean that the State of New York acting through PARKS consents to a waiver of its sovereign immunity with respect to the activities, right or responsibilities described herein.

3. The TOWN shall assume full responsibility for the development, operation, maintenance, security and administration of the property, unless the parties shall have previously agreed in writing to so contribute, in accordance with the management plan developed by the TOWN, the provisions of which shall be reviewed and approved by PARKS and COUNTY. Such management plan shall be submitted to PARKS and the COUNTY for review no later than six months after the effective date of this agreement. Should the parties deem any provision(s) of the management plan unacceptable, or should future modifications of the plan be warranted, the parties shall cooperate to the utmost extent to negotiate provisions which shall be satisfactory to each. The management plan shall include provisions for early termination.

4. The subject property shall be used for passive, low intensity recreational, educational and conservation purposes. Substantial man-made physical changes to the property shall be minimized or avoided to

the maximum extent practicable. Traditional passive uses of the property by the public such as hiking, fishing, and hunting shall not be unduly restricted or prohibited.

5. The TOWN shall act as the lead agency for meeting the requirements of the State Environmental Quality Review Act in connection with the management plan and all of the functions and activities set forth in paragraphs three and four of this agreement.

6. Subject only to particular provisions of this agreement, duly authorized officers or employees of each of the parties hereto shall have unrestricted access to the subject property at all times for all purposes without need to obtain the permission or consent of any other party hereto.

7. The property shall be open and available to the general public on an equal basis and under no event shall access be limited to residents of the TOWN, COUNTY or other designated local government.

8. It is understood and agreed between the parties that the property is being acquired for the use and benefit of the public, and not for revenue producing purposes. In accordance with this principle, the TOWN may establish fees for access to or use of the property with the prior written approval of PARKS and COUNTY. Fees shall be consistent with the fees charged by the parties at comparable facilities on Long Island or as mutually agreed by the parties for special purposes. The TOWN shall be permitted to retain any fees or revenues from the use or operation of the property in an amount not to exceed the amount of expenditures made by the TOWN in the development, maintenance or operation of the property, including any payment made in lieu of taxes. Sixty-four

percent (64%) of the revenues collected in excess of such TOWN expenditures shall be remitted to PARKS, eighteen percent (18%) of excess revenues each to the TOWN and COUNTY annually to reimburse each for the purchase price of the property. Thereafter, any such excess revenues shall be retained by the TOWN and dedicated to the continued operation, maintenance and capital improvement of the property.

9. PARKS hereby agrees that an amount not to exceed fifty five thousand dollars ($55,000.00) shall be made available for deposit in an interest bearing account and shall constitute PARK'S share of the property owners obligation to contribute toward the construction of the access road, in accordance with provisions of the instrument dated April 25, 1972, attachment B. In no event shall PARKS be responsible for contributing any additional funds for the construction of the access road or any appurtenance thereto, and in no event shall PARKS be responsible for contributing toward the maintenance of such road. Should it be determined such road shall not be constructed, then PARKS shall be entitled to a refund of all monies in the account referred to in this paragraph, plus accrued interest. The TOWN shall be responsible for maintaining books and records of account regarding the expenditure of all funds from such account, and the State of New York acting through PARKS and its authorized agents shall have the right to inspect such records during ordinary business hours. The easement for the access road referred to in this paragraph shall constitute a portion of the park for all purposes including liability.

The amounts PARKS agrees to provide for the construction of the access road was arrived at based upon construction estimates provided to

PARKS by TOWN and Dune Associates. All parties to this agreement agree to the accuracy of same.

10. It is hereby agreed that PARKS shall have no responsibility whatsoever, in connection with the acquisition, construction, improvement, or maintenance of Navy Road, as referred to in Paragraph eleven of the agreement between the parties to this agreement and the Nature Conservancy regarding the acquisition of the property. The extension of Navy Road shall be subject to unanimous approval of all of the parties.

11. TOWN shall hold harmless PARKS and COUNTY from all claims, damage, judgments or awards for injury to person or property which may be a direct result of the negligent management or operation of the property by the TOWN pursuant to paragraph three of this agreement. However, this paragraph shall not be construed to change the general underlying liability relationship of the parties as established by Paragraph two of this agreement with regard to all other activities of the owners within the park or with regard to public use of the park.

12. It is hereby agreed that, in accordance with the provisions of Section 41 of the State Finance Law, the State of New York acting through PARKS shall not be responsible for any expenditure whatsoever in connection with the property to be administered and maintained pursuant to this agreement, except to the extent that funds have been appropriated for such purpose and made available therefor by the Director of the Budget of the State of New York.

13. The TOWN shall maintain separate accounting and fiscal records of all receipts and expenditures of funds in connection with the development, operation, maintenance and administration of the property and shall produce records for examination at such reasonable time or times as may

be requested by PARKS and/or the New York State Department of Audit and Control or COUNTY and shall permit extracts therefrom and copies to be made by authorized representatives of PARKS and/or the New York State Department of Audit and Control or COUNTY. In addition, the TOWN shall provide PARKS or COUNTY with an annual report, if requested by the parties, of all revenues received and expenditures incurred in connection with the development and administration of the property.

14. This instrument shall not take effect until it has been approved by the Attorney General and Comptroller of the State of New York and shall remain in effect from the date of approval by the Comptroller of the State of New York for a period of twenty-five (25) years, with an option to renew the agreement for an additional twenty-five (25) years on the part of TOWN.

15. Appendix A, hereinafter attached, is hereby made a part of this agreement.

I have read the final plan and find it in agreement with the final draft and its emendations, if any.

Larry Penny — Date

Tom Ruhle — 7/23/87 Date

Randall Parsons — 7/23/87 Date

Gordon Carberry — 7/23/87 Date

Mark Kablack — 7/23/87 Date

Jeff Havlik — 7/23/87 Date

George Larsen — 7/23/87 Date

Laurie Higgins — 7/23/87 Date

Carol Morrison — 7/23/87 Date