



U.S. Department of the Interior  
Bureau of Land Management  
Wyoming State Office

Lander Field Office

October 2004



## Decision Record, Finding of No Significant Impact, and Environmental Assessment for Leasing the Martin's Cove Site (Natrona County) to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints



## MISSION STATEMENT

It is the mission of the Bureau of Land Management to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations.

**WYO-050-EA4-141**

### **Cover:**

Top left: The trail to Martin's Cove.  
Bottom right: Sign on State Highway 220--Devil's Gate is visible in the background.

**DECISION RECORD, FINDING OF NO SIGNIFICANT  
IMPACT, AND ENVIRONMENTAL ASSESSMENT  
FOR LEASING THE MARTIN'S COVE SITE  
(NATRONA COUNTY) TO THE CORPORATION  
OF THE PRESIDING BISHOP OF THE CHURCH  
OF JESUS CHRIST OF LATTER-DAY SAINTS**

**WYO-050-EA4-141**

Prepared for

**Bureau of Land Management  
Lander Field Office  
Lander, Wyoming**

**October 2004**

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## 1.0 PURPOSE AND NEED FOR THE ACTION

### 1.1 INTRODUCTION

The Martin's Cove historic site is a sheltered location in the Sweetwater Rocks just north of the Sweetwater River approximately 55 miles southwest of Casper, Wyoming (Figure 1.1). In October 1856, Captain Edward Martin's 6<sup>th</sup> Handcart Company--a large group of Mormon converts originating in England who were traveling to the Salt Lake Valley of Utah--took refuge from a winter storm at the site. The Handcart Company had been exposed to winter storms since crossing the North Platte River at Mills, Wyoming, and 145 people died from exposure and starvation between Mills and Salt Lake City. The Martin's Cove historic site is located entirely on public lands administered by the Bureau of Land Management (BLM) and is enrolled as a National Historic Place on the National Register of Historic Places (NRHP). Approximately 140 acres were managed from 1997 to 2002 by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (Corporation) under a cooperative management agreement with the BLM. A 2-mile loop path through the Martin's Cove historic site was developed cooperatively by the Corporation and the BLM. The Corporation provided approximately 5,000 hours of volunteer labor and the BLM contributed approximately \$250,000 in labor and materials. The BLM guided the development from initial planning and design work to final completion. A number of interpretive plaques also have been installed.

In 1996, the Corporation purchased the Sun Ranch, which includes 12,500 deeded acres and adjoins the Martin's Cove historic site, for the express purpose of preserving and facilitating access to this historic site so important to the Church of Jesus Christ of Latter-Day Saints. In addition, grazing permits for 80,000 additional acres were transferred to the Corporation shortly after the purchase of the Sun Ranch. The Corporation uses the Sun Ranch as an interpretive center for the Martin's Cove historic site and as a location for seminars and other activities. These activities include the opportunity for anyone to reenact that portion of the Mormon migration across America by pulling handcarts along the Oregon-Mormon Trail on Sun Ranch property. Handcarts are provided at no charge to anyone wishing to use one. However, visitors do not bring handcarts onto the Martin's Cove lease area. Rather, handcart use is restricted to private property on the Sun Ranch owned by the Corporation.

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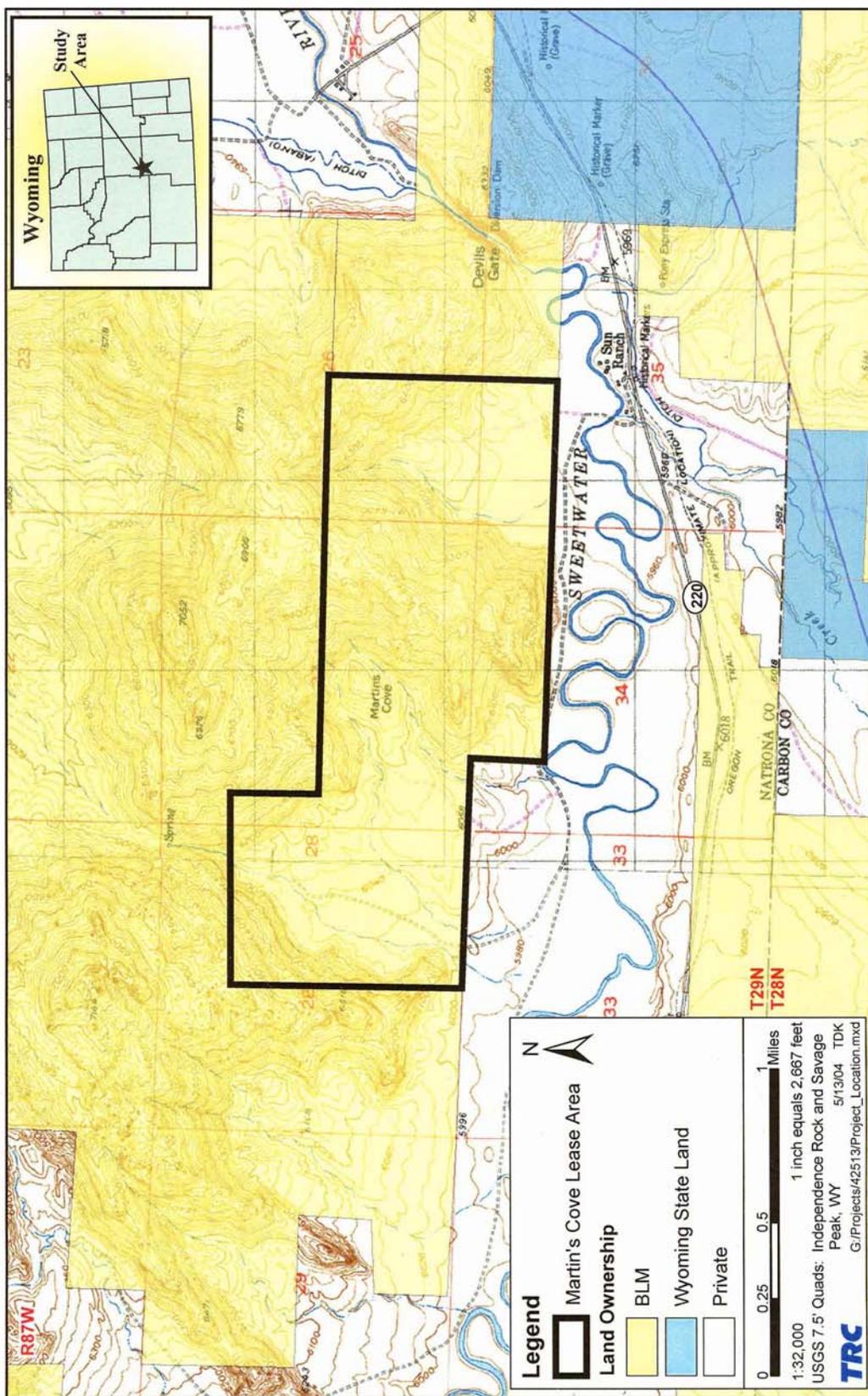


Figure 1.1 Project Location and Project Area.

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In 2001, the Corporation asked the BLM to transfer ownership of the Martin's Cove historic site to the Corporation. At that point, BLM and the Corporation discussed and considered a land exchange under *Federal Land Policy and Management Act (FLPMA)*. Before this option could be finalized, special legislation was introduced in the United States Congress. The first special legislative proposal was to sell the Martin's Cove site to the Corporation, but this option was ultimately dropped in favor of a lease proposal. On December 1, 2003, President George W. Bush signed *Public Law 108-137--the FY 2004 Energy and Water Appropriations Act (Act)*, a portion of which mandated that BLM enter into a 25-year lease with the Corporation for approximately 940 acres that includes the Martin's Cove historic site (see Figure 1.1 and Appendix A).

## **1.2 BRIEF DESCRIPTION OF THE PROPOSED ACTION**

Under the provisions of *Public Law 108-137*, the BLM proposes to issue a lease to the Corporation that authorizes the Corporation to use the Martin's Cove lease area consistent with the provisions stated in the Act. By enacting *Public Law 108-137*, Congress has made the decision that the BLM, on behalf of the Secretary of the Interior (the Department), will issue a lease to the Corporation. The BLM has the responsibility to ensure that the provisions of *Public Law 108-137*, as well as the spirit and intent for which it was enacted, are carried forward in the lease terms and conditions. These terms and conditions will guide the Corporation's use of the public lands delineated in the map included with the Act. The Act states that "The Secretary shall comply with provision of the *National Environmental Policy Act of 1969* (42 *United States Code* [U.S.C.] 4321 et seq.) in carrying out this section." It also provides for public access to the Martin's Cove historic site and the trail to Devil's Gate across private land owned by the Corporation to ensure public visitation for historic, educational, and scenic purposes without charge to the public; provides for public educational and ecological preservation of the Martin's Cove historic site without charge to the public; permits the Corporation, in consultation with the BLM, to regulate entry as may be required to protect the environmental and historic values of the resources at the Martin's Cove historic site, or at such times as necessitated by weather conditions, matters of public safety, and night-time hours; provides for the Corporation, upon approval of the BLM, to improve the leasehold as may become necessary from time to time in order to accommodate visitors to the leasehold; provides that the Corporation be obligated to protect and maintain any historical or archaeological artifacts discovered or otherwise identified at the Martin's Cove historic site; and provides that the Corporation may establish, in consultation with BLM, visitation guidelines with respect to such issues as firearms, alcoholic beverages, controlled substances, conduct consistent with the historic nature of the resource, and

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protection of public health and safety. The Act also provides that the Corporation will make lease payments that reflect fair market rental value of the public lands to be leased, provided however, that such lease payments shall be offset by the value of the public easements granted by the Corporation for access to Martin's Cove and Devil's Gate.

A copy of *Public Law 108-137* is included as Appendix A, and a copy of the lease and lease covenant are included as Appendix B.

### **1.3 PURPOSE AND NEED FOR THE ACTION**

The purpose and need for the Corporation is to maintain the status quo for protection of and access to the Martin's Cove historic site. The BLM has managed the site in cooperation with the Corporation under a cooperative management agreement (from 1997 to 2002). The purpose and need for the BLM is to comply with *Public Law 108-137*, Section 314--the *FY 2004 Energy and Water Appropriations Act*--signed by President George W. Bush on December 1, 2003. The Act mandates the BLM to lease 940 acres, which includes the Martin's Cove historic site, to the Corporation for a period of 25 years. It also mandates the Secretary of the Interior to "...comply with the provisions of the *National Environmental Policy Act of 1969*..." This environmental assessment (EA) meets that requirement.

### **1.4 PROJECT AREA DESCRIPTION**

In the Act, the Martin's Cove lease area includes approximately 940 acres of federal lands in Natrona County, Wyoming, including portions of Sections 26, 27, 28, 34, and 35 of Township 29 North, Range 87 West (T29N, R87W). Although the precise location of the Martin's Cove historic site is unknown, the leading historical researchers have narrowed the location to the natural coves within the lease area, which was selected so as to encompass the two coves of primary interest. The lease area is undeveloped rangeland just north of the Sweetwater River and includes portions of the granitic Sweetwater Rocks.

### **1.5 CONFORMANCE WITH APPLICABLE LAND USE PLANS**

The Martin's Cove lease area is within the Gas Hills Management Unit of the BLM Lander Resource Area and is managed under the Lander Resource Management Plan (RMP). The *Lander Resource Management Plan Record of Decision* (RMP ROD) (BLM 1987) states that "Management actions will

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protect and maintain significant cultural resources located in the Lander Resource Area. The significant resources listed in several management units, including the Oregon/Mormon Pioneer National Historic Trails and associated sites ... will receive enhanced protection." Neither of the alternatives considered in detail would be inconsistent with this management direction. Issuance of the lease would ensure public access to historic sites and facilitate interpretation of sites.

The RMP ROD also states that any new oil and gas lease issued for Martin's Cove will have a no surface occupancy restriction; that an additional 680 acres around the Martin's Cove National Register Site, is proposed to be withdrawn under the mining laws; and that significant sites along the Oregon/Mormon Trail be designated Areas of Critical Environmental Concern (ACEC). The Act would be compatible with these three RMP ROD objectives by withdrawing the lease area from mining location and from all forms of entry, appropriation, and disposal under the public land laws, and by other special regulations that would protect the Martin's Cove historical site. These regulations would not create an ACEC *per se*, but would provide protection similar to that provided by an ACEC.

*The Oregon/Mormon Pioneer Trail Management Plan* (Trail Plan) (BLM 1986) focuses on general methods of management that protect and maintain important trail values on BLM-administered lands in Wyoming while allowing for public use and enjoyment. Important segments of the trails and trail-related sites are recommended for special protection, interpretation, use, or other management measures.

## **1.6 RELATIONSHIP TO STATUTES, REGULATIONS, AND/OR OTHER PLANS**

This EA was prepared in accordance with the *National Environmental Policy Act of 1969*, as amended, and is in compliance with all applicable regulations and laws subsequently passed, including Council of Environmental Quality (CEQ) regulations, (40 *Code of Federal Regulations* (C.F.R.) 1500-1508), U.S. Department of Interior (USDI) requirements (*Department Manual 516, Environmental Quality* [USDI 2004], guidelines in *BLM Manual Handbook, H-1790-1* (BLM 1988), *Guidelines for Assessing and Documenting Cumulative Impacts* (BLM 1994), and CEQ's *Considering Cumulative Effects Under the National Environmental Policy Act* (CEQ 1997). This environmental document will serve several purposes: 1) it will provide the public and government agencies with information about potential environmental consequences of the project and alternatives; 2) it will identify all practicable means to avoid or minimize environmental harm from the project and alternatives; and 3) it will provide the responsible official with information upon which to make an informed decision regarding the project.

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This EA incorporates key provisions of FLPMA to manage public lands and their resource values to "best meet the present and future needs of the American people" (Sec. 103 [43 U.S.C. 1702]) and to coordinate resource management "without permanent impairment of the productivity of the land and the quality of the environment with consideration being given to the relative values of resources and not necessarily to the combination of uses that will give the greatest economic return of greatest unit output" (Sec. 103 [43 U.S.C. 1702]), although FLPMA also says that it is appropriate that some lands be used "for less than all of the resources" (Sec. 103 [43 U.S.C. 1702]).

In November 1978, with passage of an amendment (*Public Law 96-625*) to the *National Trail System Act* (*Public Law 90-543*), the Oregon and Mormon Pioneer Trails were designated as National Historic Trails by Congress. The *National Historic Trails System Act*, as amended, places responsibility for administering the trails with the Secretary of Interior. In April 1983, an interagency agreement between the Rocky Mountain Region of the National Park Service (NPS) and the Wyoming BLM was completed to implement the comprehensive plan for the Mormon Pioneer National Historic Trail. Specific NPS responsibilities related to BLM management of trails are as follows:

- encourage and assist on the implementation of the recommendations for the trails as identified in the comprehensive plans;
  - encourage and assist BLM to enter into cooperative agreements with state or local agencies, private landowners, and private organizations or individuals for the protection and interpretation of portions of the trails, either within or outside federally-administered areas;
  - review all detailed management and use plans prepared by BLM for sites and segments of the trails to assure they conform generally with the intent of legislation and with concepts and guidelines in the NPS Comprehensive Plans;
  - promulgate and issue regulations that have general application along the Oregon and Mormon Pioneer National Historic Trails;
  - encourage, perform, or arrange for historical and archaeological research; and
  - arrange for the availability of maps, reports, books, brochures, and other interpretive publications for distribution at interpretive centers and other visitation points.
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## 1.7 DECISION TO BE MADE

The decision to be made is whether issuance of the lease will result in significant impacts to the human environment and require preparation of an environmental impact statement. If issuance of the lease will not result in significant impacts, the Decision Record for this EA will be accompanied by a Finding of No Significant Impact and the *National Environmental Policy Act* (NEPA) process will be satisfied. The Decision Record will not decide whether or not the lease will be issued. That decision has already been made as a result of the passage of *Public Law 108-137*.

## 1.8 SCOPING AND DEVELOPMENT OF ISSUES

Internal scoping was conducted by the BLM in April and May of 2004. Of the 14 critical elements of the human environment that must be addressed in an EA (BLM 1988; 1999), 12 (areas of critical environmental concern, solid and hazardous wastes, air quality, threatened and endangered species, floodplains, water quality, environmental justice, prime farmlands, wetlands/riparian areas, wild and scenic rivers, wilderness, and invasive, non-native species) would not be affected by the Proposed Action, whereas two (cultural/historical resources and Native American religious concerns) are analyzed in detail in this EA (Table 1.1).

A public scoping notice was mailed on May 14, 2004, to 32 governmental agencies, elected officials, tribal councils and organizations, media outlets, other organizations, and public land users for a 30-day comment period (Appendix C). A public scoping meeting was held in Casper on May 27, 2004. Approximately 25 members of the public attended, as well as media representatives.

Seventy-four comment letters were received in response to the public scoping notice. Comments were received from 66 individuals, one elected official, one government agency, and six organizations. The BLM interdisciplinary team summarized scoping comments into 25 issues and concerns and arranged them within resource area categories in order of the frequency with which the comments were made. These comments, the responses to the comments, and the location within this EA where the comment is discussed, follows.

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Table 1.1 Potential Impacts to Critical Elements of the Human Environment<sup>1</sup> and Other Resources as a Result of the Proposed Action.

Critical Element	Potential Impact as a Result of the Proposed Action
Areas of Critical Environmental Concern <sup>2</sup>	None present.
Wastes, Solid and Hazardous <sup>2</sup>	Not affected; no solid or hazardous wastes are proposed for use or would be generated.
Native American Religious Concerns <sup>2</sup>	Potentially affected and analyzed in this EA.
Air Quality <sup>2</sup>	Not affected; no activities that would affect air quality are proposed.
Threatened and Endangered Species <sup>2</sup>	None present (see USFWS letter, Appendix D). No bald eagle nests or roosts, no prairie dog towns, and no habitat suitable for Ute ladies'-tresses occur in the project area, and no surface water depletions to the North Platte River would occur as a result of project-related activities.
Floodplains <sup>2</sup>	None present.
Cultural/Historic Resources <sup>2</sup>	Potentially affected and analyzed in this EA.
Water Quality, Surface and Ground <sup>2</sup>	Not affected; no actions affecting surface or ground waters are proposed.
Environmental Justice <sup>2</sup>	No minority or low income populations would be disproportionately affected by the Proposed Action.
Farmland, Prime or Unique <sup>2</sup>	None present.
Wetlands/Riparian Areas <sup>2</sup>	None present.
Wild and Scenic Rivers <sup>2</sup>	None present.
Wilderness <sup>2</sup>	None present.
Invasive, Non-native Species <sup>2</sup>	Not affected; no actions would contribute to the introduction or spread of invasive, non-native species.
Vegetation	Not affected; no surface disturbance would occur.
Wildlife Resources	Not affected. Pedestrian traffic only would be allowed on, and restricted to, the trails to Martin's Cove, as has been the case for several past years. Portions of the lease area provide winter/yearlong and crucial winter/yearlong range for both pronghorn and mule deer. Visitation to Martin's Cove would occur primarily from late spring to early fall--especially during times when schools are not in session--and visitation would be very low during big game crucial winter periods. Other wildlife species occurring on the lease area would be minimally disturbed, as in the past, by pedestrian traffic restricted to trails. No raptor nests are known to occur on the lease area.
Soils	Not affected; no surface disturbance would occur.
Land Use	Potentially affected and analyzed in this EA.
Socioeconomics	Although some economic benefits are likely to accrue to local communities, such benefits likely would be localized and low (National Park Service 1999). Economic benefits to local communities related to Martin's Cove likely would be the result of the Corporation's development on the Sun Ranch and the Church-related activities that occur on the Sun Ranch. Facilities on the Sun Ranch would operate whether the Martin's Cove property was leased to the Corporation or not.
Rangeland Health Standards and Guidelines	Not affected; no surface disturbance would occur.

<sup>1</sup> From BLM (1988; 1999).

<sup>2</sup> Critical elements of the human environment.

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**General Issues and Concerns**

***Comment:** If this lease is granted, other public lands users or tribal groups should be granted similar 25-year leases.*

**Response:** The BLM will respond in the same way to any future legislation calling for similar leasing to any other group. We could also consider an application for a lease under the *Recreation and Public Purposes Act* if submitted by any other group. This issue is not discussed further in the EA.

***Comment:** Expresses general support for the proposed lease, and endorses the concept of the church as stewards of the site.*

**Response:** Thank you for your comment.

***Comment:** The size of the proposed lease is larger than the area of the Cove site.*

**Response:** The area to be leased is specified in *Public Law 108-137*. The lease area was designated so as to encompass the two natural coves that historical researchers have identified for the historical event. This relates to the concern that the exact site of the historic event is not known with certainty (see Issues Related to Cultural/Historic Resources, below). This issue is discussed in the EA in Section 1.1.

***Comment:** Public Law 108-137 grants BLM the discretionary authority to decide whether or not to issue a lease.*

**Response:** *Public Law 108-137* directs BLM to issue to the Corporation a lease for a 25-year period subject to a number of conditions listed in the Act including providing for public access across their private lands to the Martin's Cove historic site under a lease covenant. It is BLM's position that issuing a 25-year lease is non-discretionary as long as the Corporation complies with all the terms and conditions contained in *Public Law 108-137*. In the unlikely event that the Corporation fails to comply with all of the conditions contained in *Public Law 108-137*, BLM has the discretion to not issue a lease to Martin's Cove until all of the conditions contained in *Public Law 108-137* are satisfied. This issue is discussed in the EA in Sections 1.1 and 1.7.

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**Issues and Concerns Related to Cultural/Historic Resources**

**Comment:** *General objection to leasing of National Register sites to private or religious interests.*

**Response:** The NRHP accepts nominations for federal, state, and private properties. Placement on the Register does not make a site unavailable for lease (e.g., Yellowstone Lodge). The *National Historic Preservation Act* (NHPA) encourages the adaptive use of historic sites. Finally, *Public Law 108-137* specifically mandates leasing of the site. This issue is not discussed further in the EA.

**Comment:** *Interpretation of the site should not be exclusive to church history. Granting the lease ignores the fact that there were other pioneers on the trail, as well as Native American use. It is not exclusively a "Mormon" trail.*

**Response:** The BLM currently operates the nearby Devil's Gate Interpretive Site, which provides interpretation of other non-church historic events, such as Sun Ranch, Devil's Gate, and the Emigrant Trail. We will review the site for possible additional interpretation, as allowed by workload and budget. Other sites that provide interpretation of non-church historic events include BLM's Split Rock interpretive site, the National Trails Center in Casper, and the State of Wyoming's Independence Rock site.

Some comments called for additional interpretation at the nearby Visitors Center operated by the church. This center is a private facility on private land, and as such the BLM has no authority to regulate the activities conducted there. This issue is not discussed further in the EA.

**Comment:** *The exact location of the historical event is not known with certainty. This should be resolved before a lease is issued.*

**Response:** The primary historical researchers have narrowed the potential site to the natural coves within the lease area, which was selected so as to encompass the two coves of primary interest. (See also the issue related to the size of the lease, described above.) This issue is discussed in the EA in Section 1.4.

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**Comment:** *Protection of all cultural resources should be ensured. Artifacts should remain in public ownership. Discoveries should be evaluated using standard archaeological methodology.*

**Response:** A cultural resources inventory has been conducted of the lease area by the Office of the Wyoming State Archaeologist pursuant to the requirements of Section 106 of the NHPA. All artifacts from the lease area have been properly curated and will be retained as government property. Any future discoveries would be subject to Section 106 of the NHPA. The National Trust for Historic Preservation has been recognized as a consulting party, along with the Advisory Council on Historic Preservation and the Wyoming State Historic Preservation Office (SHPO). This issue is discussed in the EA in Section 4.2.1.1.

**Comment:** *BLM should meet its obligations under Section 106 in the leasing process.*

**Response:** The Section 106 process and tribal consultation process have been followed in the consideration of the lease. Please see the response to the previous comment.

### **Issues and Concerns Related to Range**

**Comment:** *The lease should not result in an increase in permitted cattle grazing at the site.*

**Response:** When the trail to the Martin's Cove historic site was constructed, a fence was built to exclude livestock from the lease area to protect the historic site, the trail, and other improvements. Exclusion of livestock from the lease area will continue. No increase in grazing will be permitted. This issue is discussed in the EA in Section 4.2.2.1.

### **Issues and Concerns Related to Realty**

**Comment:** *Granting the lease would set a precedent for other leases or disposal actions.*

**Response:** *Public Law 108-137* specifically states that no precedent is to be implied by the Act. The BLM would respond to any future similar legislation for any other group in the manner specified in that

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legislation. We would also, under existing law and policy, be required to consider any Recreation and Public Purposes application for a similar lease submitted by any other group. This issue is not discussed further in the EA.

*Comment: General objection to the leasing of any public lands to a private or religious interest.*

**Response:** FLPMA, the *Recreation and Public Purposes Act*, and other acts provide for the leasing of public lands to private entities. This lease is specifically mandated by *Public Law 108-137*. This issue is discussed in the EA in Section 1.1.

*Comment: How will fair market value for the lease be determined? Appraisal as grazing land does not reflect true value as a historic site.*

**Response:** "Fair Market Value" is a legally-defined term which we cannot arbitrarily change. Value will be based on similar market sales (e.g., Sun Ranch). The value of Martin's Cove as a historic property is not a market-recognized value. This issue is discussed in the EA in Section 4.2.2.1.

*Comment: The right of first refusal constitutes a de facto sale. A thorough review should be conducted at each renewal.*

**Response:** The right of first refusal is specified in *Public Law 108-137*. Each lease renewal will be a new decision point, with analysis and public participation. This issue is not discussed further in the EA.

*Comment: The term of the lease is too long.*

**Response:** The lease term is mandated by *Public Law 108-137*. This issue is discussed in the EA in Section 1.1.

### **Issues and Concerns Related to Recreation**

*Comment: Public access should be ensured; terms of access should be defined.*

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**Response:** *Public Law 108-137* specifies that public access is to be ensured. Any lease to the Corporation will remain in effect as long as a lease covenant providing for public access remains in effect. Stated another way, if, for any reason, the Corporation cancels the lease covenant at some future time, any lease issued under *Public Law 108-137* automatically terminates. *Public Law 108-137* and the actual lease covenant document (see Appendix B) define the terms of access. Although *Public Law 108-137* states that the Corporation may establish additional visitation guidelines in consultation with the BLM, the Corporation has not proposed to do so at this time.

Certain regulations regarding visitation to public lands in general and developed recreation sites, in particular, would remain in effect. These include the following.

Off-Road Vehicle (ORV) Designations: The overall ORV designation for the region is *Limited to Existing Roads and Vehicle Routes*.

Firearms: 43 C.F.R. Part 8365.2-5. On developed recreation sites, no person shall (a) discharge or use firearms, other weapons, or fireworks.

Alcoholic Beverages and Controlled Substances: Controlled substances are not allowed. 43 C.F.R. Part 8365.1-4 Public Health, Safety and Comfort (b) No person shall engage in the following activities in the public lands: (2) Possessing a controlled substance ... There are qualifications here, but only if the substance is allowed by state law and in use through a valid prescription. Substances such as marijuana are clearly illegal. Alcoholic beverages are not illegal on public lands but laws pertaining to drinking and driving would apply.

Public Health and Safety: BLM has broad authority to address health and safety issues. 43 C.F.R. Part 8365.1-4 and 1-5 cover public health and safety. These regulations pertain to public disturbances; unreasonable noise; creating hazards or nuisances; resisting arrest; assaulting or committing battery on others; defacing property, cultural, or natural resources; or using explosives, among others. 43 C.F.R. Part 8365.1-6 gives the State Director the authority to issue any "Supplementary Rules" deemed necessary, in addition to those listed above.

**Comment:** *General concern regarding future development of the site. Improvements should be evaluated and approved by BLM / independent persons.*

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**Response:** The church has not proposed any permanent improvements at this time on the proposed lease. Under *Public Law 108-137*, BLM must approve any improvements. This would require another decision, another NEPA process, and another round of public comment. This issue is discussed in the EA in Sections 2.3.1 and 4.2.2.1.

*Comment: Concerns regarding the use of improvements to facilitate/increase handcart trekking.*

**Response:** No improvements are planned at the site and any proposed improvements would require BLM approval and another decision point. The Martin's Cove site is not on the handcart trekking route and the Cove is not used for trekking. This issue is discussed in the EA in Sections 1.1 and 3.4.

*Comment: Concerns regarding the number of visitors causing impacts to the Cove, Trail, Devil's Gate, or Independence Rock.*

**Response:** The level of use at these sites is expected to be the same or nearly the same under all alternatives. No increase in visitor use is anticipated solely as a result of granting the lease. The impacts of visitor use, in general, at the site are discussed in the EA in Section 4.2.2.1.

*Comment: The lease would ensure continued public access to Martin's Cove and Devil's Gate.*

**Response:** The lease provides for reciprocal public access to these sites that cannot be guaranteed under existing land ownership patterns. This issue is discussed in the EA in Section 4.2.2.1.

### **Issues and Concerns Related to Socioeconomics**

*Comment: Tourism related to the site benefits the state and local economies.*

**Response:** No increase in tourism is anticipated solely as a result of granting the lease. The general economic impacts of tourism related to Martin's Cove are discussed in Table 1.1.

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**Issues and Concerns Related to Wilderness**

*Comment:* Concerns regarding the potential for impacts to the Sweetwater Rocks Wilderness Study Area (WSA). No additional vehicle access to the WSA should be allowed.

**Response:** The church has not proposed any use of the WSA, including vehicular use. There is no established vehicular access to the WSA from the proposed lease area. Visitors to the site do not use motorized vehicles. This issue is discussed in the EA in Section 4.2.2.1.

**Issues and Concerns Related to Wildlife**

*Comment:* Increased use of Martin's Cove could possibly cause displacement of wintering mule deer and antelope from crucial winter range.

**Response:** The vast majority of use occurs in the summer; there is very little visitor use of the site during the crucial wintering time. This issue is discussed in the EA in Table 1.1.

*Comment:* Development of the site could reduce the value of big game winter habitat and cause fragmentation of continuous sagebrush stands.

**Response:** No development at the site has been proposed or is anticipated. Any future development would require BLM approval, with another decision point and NEPA analysis. This issue is discussed in the EA in Sections 2.3.1 and 4.2.2.1.

As a result of internal BLM scoping and public scoping comments, Native American religious concerns, cultural/historical resources, and land use are analyzed in detail in this EA.

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## 2.0 PROPOSED ACTION AND ALTERNATIVES

### 2.1 ALTERNATIVE DEVELOPMENT PROCESS

Because the Proposed Action for this EA is mandated by *Public Law* 108-137, there was no alternative development process. Such a process took place prior to passage of the legislation and included consideration of transferring ownership of Martin's Cove to the Corporation. That alternative was dismissed and a lease was determined to be the appropriate action. For the same reasons, the No Action Alternative in this EA is included for comparison purposes only because the Proposed Action is mandated by *Public Law* 108-137.

### 2.2 ALTERNATIVES CONSIDERED BUT NOT ANALYZED IN DETAIL

As explained in Section 2.1 above, no alternatives were considered other than the Proposed Action mandated in *Public Law* 108-137 and the No Action Alternative mandated by NEPA.

### 2.3 DESCRIPTION OF ALTERNATIVES

#### 2.3.1 Alternative A - Proposed Action

The Proposed Action is for BLM to issue a lease to the Corporation that reflects the intent of *Public Law* 108-137 and ensures that the public lands would be managed to protect the lands and resources. To meet the Proposed Action, the lease agreement includes terms and conditions contained in the Act, including the following:

- provision for public access to the Martin's Cove historic site and the trail to Devil's Gate across private land owned by the Corporation to ensure public visitation for historic, educational, and scenic purposes without charge to the public;
  - provision for public educational and ecological preservation at the Martin's Cove historic without charge to the public;
  - permission for the Corporation, in consultation with the BLM, to regulate entry as may be required to protect the environmental and historic values of the resources at the Martin's Cove historic site, or at such times as necessitated by weather conditions, matters of public safety, and night-time hours;
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- provision for the Corporation, upon approval of the BLM, to improve the leasehold as may become necessary from time to time in order to accommodate visitors to the leasehold;
- provision that the Corporation be obligated to protect and maintain any historical or archaeological artifacts discovered or otherwise identified at the Martin's Cove historic site;
- provision for the Corporation to make lease payments that reflect fair market rental value of the public lands to be leased, provided however, that such lease payments shall be offset by the value of the public easements granted by the Corporation for access to Martin's Cove and Devil's Gate; and
- provision that the Secretary of the Interior shall comply with provision of the *National Environmental Policy Act of 1969* (42 U.S.C. 4321 et seq.).

A copy of *Public Law 108-137* is included as Appendix A and a copy of the lease is included as Appendix B.

### **2.3.2 Alternative B - No Action**

The No Action Alternative, as stated earlier, reflects the impacts that would occur if the Proposed Action were not implemented. However, since the Proposed Action is mandated by *Public Law 108-137*, it is presented for comparison purposes only.

## **2.4 COMPARISON OF ALTERNATIVES**

The Proposed Action, through the lease between the BLM and the Corporation, would ensure care and protection for, and free public access to the Martin's Cove site for the 25-year period of the lease. Public access would be across the Sun Ranch, owned by the Corporation, which also includes a visitors center and museums to interpret the historical context of Martin's Cove and the Sun Ranch. These facilities on the Sun Ranch are provided to the public by the Corporation at no cost to the U.S. taxpayer.

The No Action Alternative would make no additional provisions for care or special protection for the Martin's Cove site and would not guarantee free public access to Martin's Cove or the trail to Devil's Gate across the Sun Ranch or to the visitors center and museums on the Sun Ranch. Any guaranteed public

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access to Martin's Cove or the trail to Devil's Gate, or care and protection of the Martin's Cove site, would be at the expense of the U.S. taxpayer.

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### **3.0 THE AFFECTED ENVIRONMENT**

Chapter 1.0 of this EA introduced the proposed project and the various land use plans and regulations that apply to the project. Chapter 2.0 described in detail the Proposed Action and No Action Alternative. This chapter presents a description of the existing environment potentially affected by the alternatives described in Chapter 2.0 and is the baseline upon which Chapter 4.0 analyzes project impacts.

#### **3.1 GENERAL SETTING**

Martin's Cove is located approximately 55 miles southwest of Casper, Wyoming, just north of State Highway 220 and the Sweetwater River. Access is via the privately owned Sun Ranch. Signs along State Highway 220 identify the entry road to the area (see front cover). Martin's Cove is a cove in the Sweetwater Rocks, a granitic formation (see front cover). Elevations range from 5,900 ft to 6,500 ft. The land is undeveloped rangeland with sagebrush/grasslands habitat. Junipers occur adjacent to and on the Sweetwater Rocks, and limber pine, Douglas fir, cottonwood, and occasional aspen also occur. The land provides habitat for mule deer, pronghorn, and numerous small mammals and birds that inhabit sagebrush steppe habitat. A trail, constructed under a cooperative agreement between the BLM and the Corporation, extends from the Sun Ranch to Martin's Cove, a distance of about 1.5 miles. Other than some interpretive signs, no development has occurred on the land to be leased and none is contemplated.

#### **3.2 CULTURAL/HISTORICAL RESOURCES**

The historic site of Martin's Cove is a sheltered site in the Sweetwater Rocks just north of the Sweetwater River (see Figure 1.1). In October 1856, Captain Edward Martin's 6<sup>th</sup> Handcart Company--a large group of Mormon converts originating in England who were traveling to the Salt Lake Valley of Utah--took refuge from a winter storm at the site. The Handcart Company had been exposed to winter storms since crossing the North Platte River at Mills, Wyoming, and 145 people died from exposure and starvation between Mills and Salt Lake City. The Martin's Cove historic site is located entirely on public lands administered by the Bureau of Land Management (BLM) and is enrolled as a National Historic Place on the NRHP.

The following is a summary of all the sites documented in the 940-acre lease area, including a determination of eligibility for the NRHP. This summary is based on a Class III cultural resources survey

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conducted in 2004 by the University of Wyoming (Eckles et al. 2004), and includes a revisiting of all cultural sites identified in previous surveys, as well as previously undiscovered sites.

1. **Martin's Cove Site (48NA210)** - Historic Period - on the NRHP.

No artifacts, features, or human remains were found that would likely be associated with the historic events of the Martin Handcart Company of 1856.

2. **Tom Sun Ranch (48NA279)** - Historic Period - on the NRHP.

One historic era dump, 48NA3885 (see below), was found within the National Register boundaries of 48NA279 and is most likely related to the Tom Sun Ranch.

3. **48NA307** - Prehistoric Lithic Scatter - Not eligible.

Originally recorded in 1974, this site is described as a thin scatter of flakes. No diagnostic artifacts, features, or fire-cracked rocks were found. Shovel testing revealed no cultural remains and the site likely contains no buried component.

4. **48NA308** - Prehistoric Lithic Scatter - Not eligible.

Originally recorded in 1974, this site is described as an open chipping station. The site has one feature containing three granite fire-cracked rocks and associated charcoal stain. Artifacts included a purple chert sidescraper, a brown chert biface fragment, and a sandstone mano. No diagnostic artifacts were found. No cultural remains were found in three shovel tests, and the site likely contains no buried component.

5. **48NA309** - Prehistoric Lithic Scatter - Eligible.

Originally recorded in 1975, this site is described as an open chipping station. The site contains two lithic concentration areas. A total of 190 flakes and 13 tools were recorded, along with one burned bone fragment. Tools included one corner-notched projectile point reminiscent of Late Archaic Pelican Lake type points. Feature 1 is a concentration of fire-cracked rock; Feature 2 is a rock cairn; Feature 3 is a partial stone circle. Six shovel tests revealed buried cultural deposits to a depth of 60 cm.

6. **48NA310** - Prehistoric Lithic Scatter - Not eligible.

Originally recorded in 1974, this site is described as an open chipping station. Three artifacts were collected in 1974, including a probable Late Archaic side-notched projectile point,

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a chert endscraper, and a portion of a chert bifacial tool. The recent survey re-recorded the site as a dispersed lithic scatter with 22 flakes, a brown chert biface fragment, and a brown chert endscraper fragment. A shovel test disclosed a single chert flake in the upper 10 cm of the site, suggesting that the site has no deeply buried cultural deposits.

7. **48NA312** - Prehistoric Lithic Scatter - Eligible.

Originally recorded in 1974, this site was described as a small lithic scatter containing debitage, two biface fragments, a hammerstone, and three groundstone fragments. Beginning in 1997, the BLM has annually point-plotted and collected artifacts from the site, and the recent investigation recovered nine tools, one of which was a probable side-notched Late Archaic point base, and 206 flakes. Due to the large number of artifacts continually being recovered from the site, the site was thoroughly shovel-tested during the recent investigations. Thirty-seven shovel tests were excavated, all to 1 meter below the surface. The shovel tests clearly revealed extensive intact buried cultural deposits.

8. **48NA2516** - Prehistoric Lithic Scatter - Eligible.

Originally noted as part of 48NA312 in 1980, this site was assigned a new site number in 1996. Since 1997, the BLM has point-plotted collected numerous artifacts from the site. These previous studies recorded a hearth and two stone circles. Due to the large amount of artifacts continually being recovered from the site, the site was thoroughly shovel-tested during the recent investigations. Fifty-four shovel tests were excavated, all to 1 meter below the surface. The shovel tests clearly revealed extensive intact buried cultural deposits.

9. **48NA3880** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter containing a used cobble and 26 flakes. No diagnostic artifacts, features, or fire-cracked rocks were found. Three shovel tests disclosed no buried cultural material.

10. **48NA3881** - Prehistoric Lithic Scatter, Stone Circles and Historic Artifacts - Not eligible under Criterion D.

Recorded in 2004, this site is described as a dispersed lithic scatter with fire-cracked rocks, two stone circles, and one hearth remnant within one of the stone circles. Artifacts consisted of two biface fragments, one used cobble, and 50 flakes. Seven shovel tests disclosed no buried cultural material.

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11. **48NA3882** - Historic Axe-cut Trees - Not eligible.

Recorded in 2004, this site consists of five axe-cut juniper and limber pine tree stumps. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

12. **48NA3883** - Prehistoric Lithic Scatter and Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, the site is described as a dispersed lithic scatter and fire-cracked rock scatter. Several axe-cut trees also were recorded. The prehistoric lithic scatter consisted of one biface fragment, one used pebble, and 12 flakes. Two shovel tests revealed two fire-cracked rocks within the top 20 cm but no other buried cultural material.

13. **48NA3884** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter and one fire-cracked rock concentration. Artifacts consisted of one projectile point reminiscent of a Late Archaic Pelican Lake type point, two biface fragments, one drill, one scraper, one mano, one metate fragment, one used cobble, and 26 flakes. Two shovel tests disclosed no buried cultural material.

14. **48NA3885** - Historic Period Dump Associated with the Tom Sun Ranch - Eligible as Contributory to the National Historic Landmark (NHL).

Recorded in 2004, this is a historic period dump site related to the Tom Sun Ranch. Artifacts include bottle glass, ceramics, automobile parts, wagon parts, machinery parts, agricultural-related machine parts, a cartridge, and a variety of ranch-related household items. The site is recommended as eligible for the NRHP under Criteria A, B, and C for its association with significant events and individuals related to the Tom Sun Ranch (48NA279), which is listed as a NHL. The dump is contributory to the NHL as a landscape element of historic interest because it is associated with the NHL and represents part of the lifeway and operations of the ranch.

15. **49NA3886** - Prehistoric Lithic Scatter and Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter and axe- and saw-cut trees. The prehistoric component contains two concentrations of flakes with 18 flakes and one tool outside the concentration areas. No diagnostic artifacts, features, or fire-cracked rock were found. The historic component contains 19 axe- and saw-cut junipers and limber

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pinus. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

16. **48NA3887** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter containing 191 flakes, one projectile point, three biface fragments, three flake tools, one mano, one metate fragment, and one historic era three-hole ceramic button. No features or fire-cracked rock were noted. Five shovel tests were excavated, one of which disclosed cultural material--a single flake--within the top 10 cm.

17. **48NA3888** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter containing one lithic concentration. Three projectile points, three biface fragments, one scraper, one mano, 37 flakes, and one piece of fire-cracked rock were the artifacts recorded. The projectile points appear most similar to Late Archaic points. Four shovel tests were excavated in the site area. With the exception of one burned bone fragment in the top 10 cm, there was no evidence of buried cultural material.

18. **48NA3889** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic scatter containing one sandstone metate fragment and one non-distinguishable sandstone rock showing light pecking on one end. Two shovel tests disclosed no artifacts, fire-cracked rock, charcoal, or any other indications of buried cultural remains.

19. **48NA3890** - Prehistoric Lithic Scatter and Cairn - Not eligible.

Recorded in 2004, this site is described as a small lithic scatter with fire-cracked rocks and a historic/modern era rock cairn. The site contains one lithic artifact concentration area with another 11 flakes and two granite fire-cracked rocks found within the site outside the lithic concentration. The rock cairn is likely an historic era monument to the Martin's Cove site. It does not appear to be prehistoric given its relatively recent construction, lack of lichen growth on the rocks, and relatively rectangular shape. No diagnostic historic artifacts were found in or near this feature. Two shovel tests disclosed no buried cultural remains within the site area.

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20. **48NA3891** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a small lithic scatter containing one projectile point and seven flakes. No features or fire-cracked rocks were found on the surface. One shovel test disclosed no buried cultural material.

21. **48NA3892** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a small lithic scatter containing one retouched flake and nine flakes. One shovel test disclosed no buried cultural material.

22. **48NA3893** - Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site consists of 95 axe-cut and nine saw-cut juniper and limber pine trees. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

23. **48NA3894** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic and fire-cracked rock scatter containing two projectile points, one chopper, one retouched flake, 13 flakes, and four pieces of granite fire-cracked rock. The points are reminiscent of Late Archaic types. Three shovel tests disclosed no buried cultural materials.

24. **48NA3895** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic and fire-cracked rock scatter containing one hearth feature with fire-cracked rocks and stained sediment inside the area of fire-cracked rocks. This hearth is nearly completely deflated and has insufficient charcoal for a radiocarbon date or macrobotanical analysis. Nine chipped stone tools included one endscraper fragment; two biface fragments; a corner-notched projectile point and a Pelican Lake-like point, both reminiscent of Late Archaic types; one utilized flakes; and two other flakes. Other artifacts included three flakes, one burned bone fragment, and up to 25 pieces of granite fire-cracked rock. Three shovel tests disclosed no buried cultural material.

25. **48NA3896** - Prehistoric Lithic Scatter - Not eligible.

Recorded in 2004, this site is described as a dispersed lithic and fire-cracked rock scatter containing one fire-cracked rock concentration. Artifacts included one corner-notched projectile point possibly dating to the Late Archaic period, one endscraper, 15 flakes, and

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20-30 pieces of granite fire-cracked rock. Three shovel tests disclosed no buried cultural material.

26. **48NA3897** - Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site consists of four axe-cut and one saw-cut juniper and limber pine trees. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

27. **48NA3898** - Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site consists of eight axe-cut and nine saw-cut juniper and limber pine trees. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

28. **48NA3899** - Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site consists of 31 axe-cut and saw-cut juniper and limber pine trees. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

29. **48NA3900** - Historic Axe-cut and Saw-cut Trees - Not eligible.

Recorded in 2004, this site consists of 122 axe-cut and saw-cut juniper and limber pine trees. The axe-hewn trees could date from the mid-nineteenth century during the period of emigrant travel along the Oregon Trail, but also could be attributed to a later date of use associated with the Tom Sun Ranch.

### **3.3 NATIVE AMERICAN RELIGIOUS CONCERNS**

In addition to the general scoping process for the EA, formal consultation was initiated with the Northern Arapaho, Crow, Northern Cheyenne, Eastern Shoshone, Shoshone-Bannock, Oglala Sioux, Rosebud Sioux, and Ute tribes through written communication. In July 2004, letters were sent to the tribes requesting assistance in obtaining heritage resource management information for the lease area, and asking them if they would like to consult with BLM further to express any concerns they may have regarding the lease action or if they would like additional information. A response form and stamped return envelope was included to facilitate their reply.

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Two tribes, the Northern Arapaho and the Northern Cheyenne, responded by requesting a face-to-face consultation meeting. On September 30, BLM officials met with Northern Arapaho representatives in Ethete, Wyoming. A briefing was provided on the Proposed Action. No adverse issues were raised and there was no expression of concern by the tribal representatives. They did express a desire to visit the area at some point in the future, possibly next spring. On October 6, BLM officials met with representatives of the Northern Cheyenne for an on-site meeting at the Martin's Cove lease area. They indicated that the Devil's Gate site, adjacent to Martin's Cove, was of particular importance to them because it figured prominently in their tribal oral history. They did, however, note that this area was not considered sacred. The group also visited several specific prehistoric cultural sites of interest that had been inventoried within the lease area. It was explained that no development was planned that would adversely affect these sites. The Northern Cheyenne representative were satisfied that the lease action would pose no adverse concerns. Native American consultation is not discussed further in this EA.

### **3.4 LAND USE AND RECREATION**

The approximately 940 acres of BLM-managed land to be leased provides livestock grazing, wildlife habitat, and recreation. The primary recreational opportunity is associated with the Martin's Cove historic site and Devil's Gate. Prior to the Corporation's purchase of the Sun Ranch, there was no easy public access to the Martin's Cove historic site. The Corporation and BLM entered into a cooperative agreement to jointly manage the Martin's Cove historic site after the Corporation purchased the Sun Ranch, and the Corporation allowed public access across their private land to the Martin's Cove historic site as part of the cooperative agreement. The Corporation built a visitors center, a museum, a reconstruction of Seminoe's Trading Post, campgrounds, RV park, and other facilities on the Sun Ranch, and the Corporation opened these facilities to the public at no cost. The Corporation presently allows free access to the Martin's Cove historic site and to the trail to Devil's Gate under a temporary easement to the BLM. To facilitate public use under the cooperative agreement between BLM and the Corporation, BLM funded trail development to the Martin's Cove historic site (Figure 3.1-3.4).

Total visitation to the Sun Ranch facilities from 1999 to 2003 is presented in Table 3.1, as is the number and percentage of visitors who took the trail to Martin's Cove. Seasonal distribution of visitation is presented in Table 3.2. Anticipated visitation in 2004 is approximately 50,000, with an estimated 85% being members of the Church. It is reasonable to expect higher visitation to the Martin's Cove historic site in 2006, during the 150th anniversary of the Martin's Company and Willie's Company disasters. The Church hosts various meetings and seminars at their Sun Ranch facilities and provides handcart treks on the adjacent Oregon-Mormon Trail. However, handcarts are not allowed on the Martin's Cove lease area.

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Figure 3.1 Entrance to Martin's Cove, Access to Sun Ranch.



Figure 3.2 Visitors Center on Sun Ranch.



Figure 3.3 Museum on Sun Ranch.



Figure 3.4 Bunkhouse Museum on Sun Ranch.

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Table 3.1 Visitation to Martin's Cove Visitors Center and to Martin's Cove Via Trail, 1999-2003.

Year	Visitation		
	Visitors Center	Trail to Martin's Cove	% of Visitors Using Trail
1999	43,680	29,570	68
2000	81,460 <sup>1</sup>	38,560	47
2001	65,240	41,890	64
2002	64,706	30,898	48
2003	50,250	32,509	65
5-year average	61,067	34,685	57

<sup>1</sup> Use of a different counting system in 2000 likely resulted in some double counting.

Table 3.2 Monthly Visitation to Martin's Cove Proper, Assuming Annual Visitation of 34,685.

Month	Total Visitation	% of Total Visitation
January	18	<0.1
February	53	0.2
March	264	0.8
April	599	1.7
May	1,056	3.0
June	9,854	28.4
July	10,558	30.4
August	9,149	26.4
September	1,761	5.1
October	704	2.0
November	423	1.2
December	246	0.7
Total	34,685	100.0

The lease area is currently part of the Devil's Gate grazing allotment. When the trail to the Martin's Cove historic site was constructed, a fence was built to exclude livestock from the lease area to protect the historic site, the trail, and other improvements. The livestock exclusion had the added benefit of improving vegetative conditions dramatically, adding to the natural appearance of the Martin's Cove historic site. Although livestock were excluded from the lease area, a reduction in the Devil's Gate grazing allotment did not occur.

Other recreational uses that may occur near the lease area include hunting, fishing, hiking, and activities associated with the historic trails and associated sites.

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## 4.0 ENVIRONMENTAL CONSEQUENCES

### 4.1 INTRODUCTION

Chapter 1.0 of this EA introduced the proposed project; the various land use plans and regulations that apply to the project; and the resource issues associated with the proposed project; whereas Chapter 2.0 described the Proposed Action and No Action Alternative in detail. Chapter 3.0 described the existing environment potentially affected by the alternatives described in Chapter 2.0, and Chapter 4.0 analyzes project impacts on the existing environment. An environmental impact is defined as a modification of the existing environment brought about by development activities. Impacts can be beneficial or adverse, can be a primary result of an action (direct impacts) or a secondary result (indirect impacts), and can be permanent or long lasting (long-term impacts) or temporary and of short duration (short-term impacts). Short-term impacts occur during and immediately after project-related activities occur. Although short-term in duration, such impacts may be obvious and disruptive. Unless specifically described, short-term impacts are defined as those lasting 5 years or less, whereas long-term impacts would last more than 5 years.

Impacts are quantified whenever possible; however, this is often impossible for a variety of reasons. When quantification is not possible, impact assessment is classified at one of five levels: significant, moderate, low, negligible, and no impact. Significant impacts (as defined in CEQ guidelines 40 C.F.R. 1500-1508) are effects that are most substantial and, therefore, should receive the greatest attention in decision-making. Moderate impacts do not meet the criteria to be classified as significant but nevertheless result in change that is easy to detect. Low impacts are discernable but have limited effects on the resource. Negligible impacts result in barely discernable effects to the existing environment and cannot be easily detected. Impact levels are based on regulatory standards, scientific and environmental documentation, and professional judgement. Impacts are considered adverse unless identified as beneficial.

Discussions of potential environmental consequences for each alternative include the following subsections:

- Direct and Indirect Impacts. This section discloses the level and duration of impacts that would occur as a result of the various alternatives. Each resource is discussed separately. This impact evaluation assumes that conditions in the Act and the lease would be implemented.
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- Cumulative Impacts. Cumulative impacts are impacts that result from the incremental impacts of an action added to other past, present, and reasonably foreseeable action scenarios, regardless of who is responsible for such actions.

Chapter 4.0 analyzes the impacts of the Proposed Action and the No Action Alternative on two critical elements of the human environment--cultural resources and Native American religious concerns--and impacts to one other resource--land use.

Finally, a Mitigation and Monitoring section describes any additional mitigation measures that could be applied to avoid or further reduce impacts, and any monitoring that should be implemented to ensure compliance with the Act and the lease, and to identify potential problems that might occur in the future.

## **4.2 THE PROPOSED ACTION**

### **4.2.1 Cultural/Historical Resources**

#### **4.2.1.1 Direct and Indirect Impacts**

The Proposed Action would not adversely affect cultural resources because all such resources have been identified and none would be disturbed. No future actions that would disturb any known cultural sites are anticipated. If any future actions did have the potential to affect significant cultural sites within the lease area, mitigation measures--such as data recovery--would have to be implemented before those actions could occur. If any cultural or historic properties or artifacts are discovered in the future, they would be treated according to established BLM procedure and in compliance with all historic preservation laws and regulations. Any artifacts would remain the property of the U.S. Government. The current historic setting of Martin's Cove would not be impacted further since access would be limited to an existing developed trail and, if necessary, "to regulate entry as may be required to protect the environmental and historic values of the resources at Martin's Cove..." [see Appendix A at (b) (2) (B) (IV)]. In addition, the "Corporation shall have the obligation to protect and maintain any historical or archaeological artifacts discovered or otherwise identified at Martin's Cove." [see Appendix A at (b) (2) (D)]. The historical context of Martin's Cove would be preserved, afforded free access by the public, and interpreted at the visitors center, which would be a significant beneficial impact for the period of the

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lease. Because visitor use is confined to the established trail and no further development is contemplated, no impacts are anticipated to any other sites.

#### 4.2.1.2 Cumulative Impacts

Beneficial impacts to the Martin's Cove historic site resulting from the Proposed Action would contribute cumulatively to the accessibility, maintenance, interpretation, and enhanced protection of the Oregon/Mormon Pioneer National Historic Trails and associated sites as stated in the RMP ROD and the Trail Plan.

### **4.2.2 Land Use and Recreation**

#### 4.2.2.1 Direct and Indirect Impacts

There would be no change in land ownership under the Proposed Action. BLM would retain ownership. Mineral rights on the leased land would be retained by the United States and withdrawn from mining location and from all other forms of entry, appropriation, and disposal under the public land laws, thus retaining the historical value of the lease area.

The Corporation would have the right to use and manage the leased land as an important historical site, to facilitate public education, and to preserve the Martin's Cove historic site. The 25-year lease would guarantee free public access to the Martin's Cove lease area and historic site and the trail leading to Devil's Gate through the Corporation's private land (the Sun Ranch) for the duration of the lease for historic, educational, and scenic purposes. Nothing in the Lease Covenant would allow public use of the private land or leased land, including roads and trails, by off-road recreational vehicles or for reasons other than access to the trails heading to the Martin's Cove lease area and Devil's Gate. The Corporation would be obliged to take such reasonable steps as may be necessary to protect the surface of the leased land and the natural resources and improvements thereon. The Corporation may, in consultation with the BLM, regulate public entry as may be required to protect the environment and historic value of the areas or at times as necessitated by weather conditions, matters of public safety, and during night-time hours. The Corporation may also, after consulting with BLM, establish visitation guidelines with respect to such issues as firearms, alcoholic beverages, controlled substances, smoking, public health and safety, the respectful and peaceful use of the leased land, and conduct consistent with the historic nature of the area.

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Visitation to the Martin's Cove historic site would continue as in the past, and visitation in 2006--during 150th anniversary of the Martin's Company and Willies' Company disasters--likely would be higher. However, these visitation levels, as well as the anticipated spike in visitation in 2006, would occur whether or not the lease was issued.

The Corporation has provided a boundary survey of the leased land. As stated in *Public Law 108-137*, the Corporation shall make lease payments that reflect the fair market value of the public lands to be leased; however, such lease payments shall be offset by the values of the public easements granted by the Corporation across private lands owned by the Corporation for access to the Martin's Cove lease area and the trail to Devil's Gate. The BLM would request the U.S. Department of the Interior, National Business Center, Appraisal Services Directorate, Mountain Regional Office, to appraise "fair market value" of both the proposed Martin's Cove lease and the lease covenant proposed by the Corporation under *Public Law 108-137*, and to provide an adjusted lease rental payment consistent with the requirements of *Public Law 108-137*. All appraisals would be prepared under guidance and direction contained in GLM Manual 9310, dated October 27, 1999, and all appraisals would conform with the principles and standards in the Uniform Appraisal Standards for Federal Land Acquisitions, dated December 20, 2000.

No improvements are planned at this time; however, the Corporation, upon approval of the BLM, may from time to time improve the leased land as may be necessary to accommodate visitors.

When the trail to the Martin's Cove historic site was constructed, a fence was built to exclude livestock from the lease area to protect the historic site, the trail, and other improvements. The livestock exclusion has had the added benefit of improving vegetative conditions dramatically, adding to the natural appearance of the Martin's Cove historic site. Although livestock are excluded from the lease area, a reduction in the Devil's Gate grazing allotment did not occur. No changes in the grazing permit are anticipated.

Based on the measures in *Public Law 108-137* and the lease and lease covenant to protect the resources associated with the Martin's Cove lease area, impacts from the Proposed Action would be beneficial because free public access and careful management would be provided for the next 25 years at little or no cost to the U.S. taxpayer.

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#### 4.2.2.2 Cumulative Impacts

Beneficial impacts to the Martin's Cove historic site resulting from the Proposed Action would contribute cumulatively to the accessibility, maintenance, interpretation, and enhanced protection of the Oregon/Mormon Pioneer National Historic Trails and associated sites as stated in the RMP ROD and the Trail Plan.

### **4.3 THE NO ACTION ALTERNATIVE**

#### **4.3.1 Cultural/Historical Resources**

##### 4.3.1.1 Direct and Indirect Impacts

Impacts to cultural resources under the No Action Alternative would likely be similar to those in the Proposed Action regarding disturbance because the Corporation would control access to the Martin's Cove lease area and because the Corporation is interested in protecting the cultural resources on the site. However, there would be no assurance that free public access to the Corporation's visitors center, the Martin's Cove historic site, or the trail to Devil's Gate across the Corporation's private property would be maintained, and any maintenance of the Martin's Cove historic site would be the responsibility of BLM.

##### 4.3.1.2 Cumulative Impacts

Beneficial impacts to the Martin's Cove historic site described in the Proposed Action would not occur and would not contribute cumulatively to the accessibility, maintenance, interpretation, and enhanced protection of the Oregon/Mormon Pioneer National Historic Trails and associated sites as stated in the RMP ROD and the Trail Plan.

#### **4.3.2 Land Use and Recreation**

##### 4.3.2.1 Direct and Indirect Impacts

There would be no change in land ownership under the No Action Alternative. The BLM would not lease the Martin's Cove lease area to the Corporation and there would be no legally binding assurance of

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free public access across Corporation property (the Sun Ranch) to the Martin's Cove historic site or the trail to Devil's Gate. The BLM would retain complete responsibility for the protection and maintenance of the Martin's Cove historic site.

#### 4.3.2.2 Cumulative Impacts

The No Action Alternative would do nothing to contribute cumulatively to maintenance and enhanced protection of the Oregon/Mormon Pioneer National Historic Trails and associated sites, such as the Martin's Cove historic site, as stated in the RMP ROD and Trail Plan.

## **4.4 MITIGATION AND MONITORING**

BLM would continue to monitor the lease area to ensure compliance with the terms of the lease and the lease covenant. BLM would also continue to monitor known cultural sites under the terms of an existing Programmatic Agreement.

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## 5.0 CONSULTATION AND COORDINATION

### 5.1 PUBLIC INVOLVEMENT PROCESS

Public involvement is described in Section 1.8 of this EA.

### 5.2 LIST OF AGENCIES, ORGANIZATIONS, AND INDIVIDUALS CONSULTED

Agency/Organization	Name	Title
Bureau of Land Management, Lander Field Office	Sue Oberlie	Wildlife Biologist
	Connie Breckenridge	Wildlife Biologist
U. S. Fish and Wildlife Service, Wyoming Field Office	Brian T. Kelly	Field Supervisor
Wyoming Game and Fish Department, Cheyenne	Rebecca Schilowsky	Wildlife Biologist
	Kirk Nordyke	GIS Specialist
Wyoming Natural Diversity Database	Tessa Dutcher	Assistant Data Manager
Office of Senator Craig Thomas, Casper	Bobbi Brown	State Coordinator
Farm Management Company, Church of Jesus Christ of Latter-Day Saints, Salt Lake City, Utah	John Creer	President/CEO, Farm Management Company

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### 5.3 LIST OF PREPARERS

Agency/Organization	Name	Title
<b>BLM Interdisciplinary Team</b>		
Worland Field Office	Don Ogaard	Project Manager/Interdisciplinary Team Leader
Rawlins Field Office	Mary Wilson	Public Affairs Specialist
Wyoming State Office	Tim Nowak	Cultural Resources Specialist
	Mel Schlagel	Realty Specialist
<b>TRC Mariah Associates Inc., Laramie, Wyoming</b>		
	Roger Schoumacher	Project Manager and EA Preparation
	Genial DeCastro	Document Production/Quality Control
	Jan Hart	Threatened, Endangered, and Sensitive Species
	Randall Blake	Raptor Surveys
	Tamara Keefe	Cartography/GIS
<b>Office of the State Archaeologist, University of Wyoming, Laramie, Wyoming</b>		
	David Eckles	State Archaeologist

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**6.0 LITERATURE CITED**

- Bureau of Land Management. 1986. Oregon/Mormon Pioneer National Historic Trails management plan. U.S. Department of the Interior, Bureau of Land Management. 65 pp. + maps.
- \_\_\_\_\_. 1987. Lander resource management plan record of decision. Bureau of Land Management, Lander Resource Area, Rawlins District, Rawlins, Wyoming, 124 pp.
- \_\_\_\_\_. 1988. National Environmental Policy Act handbook, H-1790-1. U.S. Department of the Interior, Bureau of Land Management.
- \_\_\_\_\_. 1994. Guidelines for assessing and documenting cumulative impacts. Information Bulletin 97-310. Washington, D.C. 70 pp.
- \_\_\_\_\_. 1999. Interim guidance: Changes to the list of critical elements of the human environment in BLM's National Environmental Policy Act (NEPA) handbook. Instruction Memorandum No. 99-178. Washington, D.C. 3 pp.
- Council on Environmental Quality. 1997. Considering cumulative effects under the National Environmental Policy Act. 64 pp. + append.
- Eckles, D., P. Sanders, and R. Rosenberg. 2004. A class III cultural resource survey and evaluative test excavations, Martin's Cove Lease Act Project, Natrona County, Wyoming. Prepared for Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, Salt Lake City, Utah, by Office of the Wyoming State Archaeologist, Wyoming Department of State Parks and Cultural Resources, Laramie, Wyoming. Project number WY-6-2004, BLM permit #019-WY-SR01.
- National Park Service. 1999. Management and use plan update, final environmental impact statement, Oregon National Historic Trail, Mormon Pioneer National Historic Trail. U.S. Department of the Interior, National Park Service, Long Distance Trails Office, Salt Lake City, Utah. 371 pp.
- U.S. Department of the Interior. 2004. Department Manual 516: Environmental quality. Washington, D.C.
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**APPENDIX A:**

*PUBLIC LAW* 108-137, SECTION 314

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**PUBLIC LAW 108-137--DEC. 1, 2003**

SEC. 314. MARTIN'S COVE LEASE. (a) DEFINITIONS.—In this section:

(1) BUREAU OF LAND MANAGEMENT.—The term "Bureau of Land Management", hereafter referred to as the "BLM", means an agency of the Department of the Interior.

(2) CORPORATION.—The term "Corporation" means the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, located at 50 East North Temple Street, Salt Lake City, Utah.

(3) MARTIN'S COVE.—The term "Martin's Cove" means the area, consisting of approximately 940 acres of public lands in Natrona County, Wyoming as depicted on the Martin's Cove map numbered MC-001.

(4) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(b) LEASE.—

(1) IN GENERAL.—Not later than 120 days after the date of enactment of this Act, the Secretary shall enter into an agreement with the Corporation to lease, for a term of 25 years, approximately 940 acres of Federal land depicted on the Martin's Cove map MC-001. The Corporation shall retain the right of ingress and egress in, from and to any part of the leasehold for its use and management as an important historical site.

(2) TERMS AND CONDITIONS.—

(A) SURVEY.—As a condition of the agreement under paragraph (1), the Corporation shall provide a boundary survey to the Secretary, acceptable to the Corporation and the Secretary, of the parcels of land to be leased under paragraph (1).

(B) ACCESS.—

(i) IN GENERAL.—The Secretary and the Corporation shall enter into a lease covenant, binding on any successor or assignee that ensures that, consistent with the historic purposes of the site, public access will be provided across private land owned by the Corporation to Martin's Cove and Devil's Gate. Access shall—

(I) ensure public visitation for historic, educational and scenic purposes through private lands owned by the Corporation to Martin's Cove and Devil's Gate;

(II) provide for public education, ecologic and preservation at the Martin's Cove site;

(III) be provided to the public without charge; and

(IV) permit the Corporation, in consultation with the BLM, to regulate

entry as may be required to protect the environmental and historic values of the resource at Martin's Cove or at such times as necessitated by weather conditions, matters of public safety and nighttime hours.

(C) IMPROVEMENTS.—The Corporation may, upon approval of the BLM, improve the leasehold as may become necessary from time to time in order to accommodate visitors to the leasehold.

(D) ARCHAEOLOGICAL PRESERVATION.—The Corporation shall have the obligation to protect and maintain any historical or archaeological artifacts discovered or otherwise identified at Martin's Cove.

(E) VISITATION GUIDELINES.—The Corporation may establish, in consultation with the BLM, visitation guidelines with respect to such issues as firearms, alcoholic beverages, and controlled substances and conduct consistent with the historic nature of the resource, and to protect public health and safety.

(F) NO ABRIDGEMENT.—The lease shall not be subject to abridgement, modification, termination, or other taking in the event any surrounding area is subsequently designated as a wilderness or other protected areas. The lease shall contain a provision limiting the ability of the Secretary from administratively placing Martin's Cove in a restricted land management status such as a Wilderness Study Area.

(G) RIGHT OF FIRST REFUSAL.—The Corporation shall be granted a right of first refusal to lease or otherwise manage Martin's Cove in the event the Secretary proposes to lease or transfer control or title of the land to another party.

(H) FAIR MARKET VALUE LEASE PAYMENTS.—The Corporation shall make lease payments which reflect the fair market rental value of the public lands to be leased, provided however, such lease payments shall be offset by value of the public easements granted by the Corporation to the Secretary across private lands owned by the Corporation for access to Martin's Cove and Devil's Gate.

(I) RENEWAL.—The Secretary may offer to renew such lease on terms which are mutually acceptable to the parties.

(c) MINERAL WITHDRAWAL.—The Secretary shall retain the subsurface mineral estate under the 940 acres under the leasehold. The 940 acres described in subsection (a)(3) are hereby withdrawn from mining location and from all forms of entry, appropriation, and disposal under the public land laws.

(d) NO PRECEDENT SET.—This Act does not set a precedent for the terms and conditions of leases between or among private entities and the United States.

(e) VALID AND EXISTING RIGHTS.—The Lease provided for under this section shall be

subject to valid existing rights with respect to any lease, right-of-way, permit, or other valid existing rights to which the property is subject.

(f) AVAILABILITY OF MAP.—The Secretary shall keep the map identified in this section on file and available for public inspection in the Casper District Office of the BLM in Wyoming and the State Office of the BLM, Cheyenne, Wyoming.

(g) NEPA COMPLIANCE.—The Secretary shall comply with the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) in carrying out this section.

**APPENDIX B:**  
LEASE AND LEASE COVENANT FOR  
MARTIN'S COVE BETWEEN THE BLM AND THE CORPORATION

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number

**Martin's Cove Lease**  
PL 108-137

This lease entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A Utah Corporation sole ("Corporation")**,

sometimes called the "lessee", pursuant and subject to the terms and provisions of the Martin's Cove Leasing Act (PL 108-137), and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

**Sec. 1** The lessor, in consideration of the rents to be paid, in consideration of a lease covenant for public access, and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using the following-described lands (the "leased land") for historic, educational, and scenic purposes:

Sixth Principal Meridian, Natrona County, Wyoming  
T. 29 N., R. 87 W.,  
sec. 26, Lots 5, 6, 7 and 8;  
sec. 27, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ ;  
sec. 28, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
sec. 34, N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
sec. 35, N $\frac{1}{2}$ NW $\frac{1}{4}$ .

containing approximately 933.49 acres, for a period of twenty-five (25) years, the rental to be \$ \_\_\_\_\_ per annum. The lease may be renewed at the expiration date of the lease. At the expiration date of the lease the authorized officer may offer to renew the lease upon such terms as may be consistent with PL 108-137, and as may be mutually acceptable to the parties.

**Sec. 2** The United States retains all mineral deposits in the leased land. In Section 314(c) of PL 108-137, the 940 (revised to 933.49) acres described in subsection (a)(3) and described above in Section 1 of this lease were withdrawn from mining location and from all forms of entry, appropriation, and disposal under the public land laws.

**Sec. 3** In view of fair market rental payments on the leased land, the lessor and lessee recognize and affirm that this lease does not make the Corporation an agent, contractor, concessionaire, or actor of the United States. This lease shall not be construed as a management contract for the operation of federal properties, or as an agreement to provide administrative services for public lands. Subject to the provisions of this lease and applicable law, lessor and lessee affirm and acknowledge that the Corporation possesses the right to use and manage the leased land as an important historical site.

**Sec. 4** The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased land and into any buildings constructed thereon for the purposes of inspection;

(b) Federal agents upon the leased land on official business.

**Sec. 5** In consideration of the foregoing, the lessee:

(a) May upon approval of the BLM improve the leased land as may be necessary from time to time to accommodate visitors to the leased land (BLM's approval is not necessary for routine maintenance).

(b) Hereby agrees to make lease payments which reflect the fair market rental value of the leased land, provided, however, such lease payments shall be offset by \$ \_\_\_\_\_ per annum, which represents the value of the rights of ingress and egress contained in the lease covenant granted by the lessee to the Secretary across private lands owned by the lessee for access to Martin's Cove and Devil's Gate.

(c) May not allow the use of the leased land for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sublessees, and permittees), to prohibit

or restrict use of any part of the leased land or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) May not assign this lease.

(e) Agrees that this lease may be terminated upon a finding by the authorized officer that the lessee has failed to comply with the terms of the lease. However, termination shall not occur until the lessee has first been provided 90 days notice (in writing) of the alleged breach and a reasonable opportunity to cure.

(f) Agrees that upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements and of the equipment on the property as may be made by an authorized officer.

(g) Agrees to take such reasonable steps as may be needed to protect the surface of the leased land and the natural resources and improvements thereon.

(h) Agrees that nothing shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer, provided such actions are consistent with the terms of this lease.

**Sec. 6** The lessee may surrender this lease or any part thereof by filing a written relinquishment at the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms and the appropriate regulations.

**Sec. 7** The lessee further agrees to comply with and be bound by the following terms and conditions:

(a) The lessee agrees to provide a boundary survey of the leased land.

(b) The lessee agrees to enter into a lease covenant to provide public ingress and egress across the Corporation's private land and to the trail leading to Devil's Gate. (A copy of this lease covenant is attached to this lease.) This covenant shall:

1. provide public access for historic, educational and scenic purposes through the Corporation's private land to Martin's Cove and Devil's Gate;

2. facilitate public education, ecology and preservation at the Martin's Cove site;

3. provide such access to the public without charge to the public; and

4. permit the Corporation, in consultation with the BLM, to regulate public entry as may be required to protect the environment and historic value of the area or at times as necessitated by weather conditions, matters of public safety, and nighttime hours.

(c) This lease will remain in effect as long as the lease covenant for public access required by PL 108-137, remains in effect, and the lease covenant for public access shall remain in effect only as long as the lease remains in effect. If the lease is terminated or if the lease expires for any reason, the lease covenant for public access will also expire and be of no further force or effect.

(d) The lessee shall have the obligation to protect and maintain any historical or archaeological artifacts discovered or otherwise identified on the leased land.

(e) In regard to the leased land, the lessee may establish, after consulting with the BLM, visitation guidelines with respect to such issues as firearms, alcoholic beverages, controlled substances, smoking, public health and safety, the respectful and peaceful use of the leased land, and conduct consistent with the historic nature of the resource.

**Sec. 8** No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

**Sec. 9** The lease shall not be subject to abridgement, modification, termination, or other taking in the event any surrounding area is subsequently designated as a wilderness or other protected area. The lessor may not administratively place Martin's Cove in restricted land management status such as a Wilderness Study Area as long as this lease remains in effect.

**Sec. 10** The lessee is granted a right of first refusal to purchase, lease or otherwise manage Martin's Cove in the event the Secretary proposes to sell, lease or transfer control or title of the land to another party.

**Sec. 11** This lease is subject to valid existing rights with respect to any lease, right-of-way, permit, or other valid existing rights to which the property is subject.

**Sec. 12** *Equal Access Clause.* To the extent required by controlling law, lessee shall comply with all provisions of the Americans With Disabilities Act of July 26, 1990, the Architectural Barriers Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities. All exemptions contained in these laws – including those which may fully exempt the lessee – shall be fully applicable.

**Sec. 13** Subject to the exceptions for religious corporations provided in (1) section 702 of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2003e-1(a)(2000), (2) 41 CFR § 60-1.5(a)(5)(2003), and (3) section 204 of Executive Order 11246 of September 24, 1965, *published at* 30 FedReg 12319, *as amended*

by, Executive Order 13279 of December 12, 2002, published at 67 FedReg 77141, 77143 and other applicable law, with respect to the leased land the lessee shall comply with all laws, regulations, Executive Orders, and relevant orders of the Secretary of Labor prohibiting discrimination in employment on the basis of race,

color, national origin, or sex. Neither lessee nor lessee's subcontractors shall maintain segregated facilities on the leased land.

FOR EXECUTION BY LESSEE  
IN WITNESS WHEREOF:

The United States of America

\_\_\_\_\_  
(Signature of Lessee's Authorized Officer)

By \_\_\_\_\_  
- (Authorized Officer)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
- (Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.**

\*U.S. GOVERNMENT PRINTING OFFICE: 1993- 774-017/67060

## LEASE COVENANT

This Lease Covenant is executed by the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (“BLM”) and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (the “Corporation”) and is made a part of that certain Lease of even date herewith (the “Martin’s Cove Lease” or “Lease”) between the BLM as lessor and the Corporation as lessee, respecting real property located in Natrona County, Wyoming (the “Leased Land”):

W I T N E S S E T H :

### **Preliminary Matters:**

1. The Lease provides that the Corporation shall enter into a lease covenant to provide public ingress and egress (defined below), over and across the “Private Land” (defined below).
2. Public ingress and egress to the Leased Land have previously been provided pursuant to a “Non-Exclusive Road Easement” between the Corporation and the Sun Brothers, Inc. as Grantor and the BLM as Grantee dated March 11, 1997 as amended by “Amendment to Easement RE-W3-275” and “Second Amendment to Easement RE-W3-275” (collectively the “Easement”).
3. This Lease Covenant supersedes and replaces the Easement in its entirety. From and after the complete execution hereof, the Easement shall be extinguished, shall be of no further force and effect between the parties, and each party to the Easement shall be released from its respective obligations thereunder. BLM shall execute and record a quitclaim deed and other documents necessary to terminate and release the Easement of record.
4. This Lease Covenant complies with the terms of the Martin’s Cove Lease and is incorporated therein and made a part thereof.

### **Private Land**

5. The Corporation is the owner of the following described private real property (“Private Land”) situated in the County of Natrona, State of Wyoming, which is adjacent to the Leased Land, to wit:

(Insert accurate legal description)

6. The Corporation covenants to provide public ingress and egress across the Private Land for passage to and from the Leased Land (as described in the Lease) and to the trail leading to Devil’s Gate by allowing the public to travel over the existing roads (the “Roads”) and trails (the “Trails”) shown on the map and specifically identified thereon, which map is attached to this Lease Covenant as Exhibit “A.” The right of ingress and egress over and across the Roads shall

be limited to passenger vehicles, bicycles, and pedestrians only, and the right of ingress and egress over and across the Trails shall be limited to pedestrians only.

7. The public's rights on the Private Land are limited exclusively to ingress and egress over and across the Roads and Trails for the purpose of accessing the Leased Land for lawful and permissible reasons consistent with its historic nature. The Corporation retains all other property rights with respect to the Private Land, including, without limitation, the right to prohibit or regulate all other uses of the Private Land and the Roads and Trails. The Corporation retains the right to impose reasonable regulations on the use of the Roads and Trails for public ingress and egress, including regulations designed to promote public safety, protect environment and the historic nature of the area, preserve the Roads and Trails, and to impose such other regulations as may be necessitated by weather conditions, nighttime hours, or other reasonable considerations, including, without limitation, the right to temporarily close the Roads and Trails, provided that public ingress and egress are not unreasonably limited. Nothing in this Lease Covenant shall be construed to allow public use of the Private Land or the Leased Land, including the Roads and Trails, by off-road recreational vehicles or for reasons other than access to Martin's Cove and to the trail leading to Devil's Gate.

#### **Term of Lease Covenant**

8. This Lease Covenant will remain in full force and effect as long as the Martin's Cove Lease remains in effect, and will terminate immediately upon the termination of that Lease for any reason.

#### **Additional Provisions**

9. The parties hereto understand and agree that the Roads and Trails, including the trails on the Leased Land, and the Leased Land itself, are in a mountainous area and that certain dangerous conditions may exist which are inherent to the area. The parties further understand and agree that the Roads and Trails and the Leased Land itself, will be maintained, if at all, in their currently existing condition. All persons using the Roads and Trails and the Leased Land will do so at their own risk.

10. Except for the limited rights of public ingress and egress over the Private Land, as set forth herein, neither the Martin's Cove Lease nor this Lease Covenant shall benefit or confer any rights upon any person or entity which is not a party to the Martin's Cove Lease and the Lease Covenant.

11. This Lease Covenant is a part of and is specifically incorporated into the Martin's Cove Lease. In the event of a conflict between any of the terms and provisions of the Martin's Cove Lease and this Lease Covenant, the relevant term or provision of this Lease Covenant shall control.

FOR EXECUTION BY LESSEE  
IN WITNESS WHEREOF:

The United States of America

\_\_\_\_\_  
(Signature of Lessee's Authorized Agent)

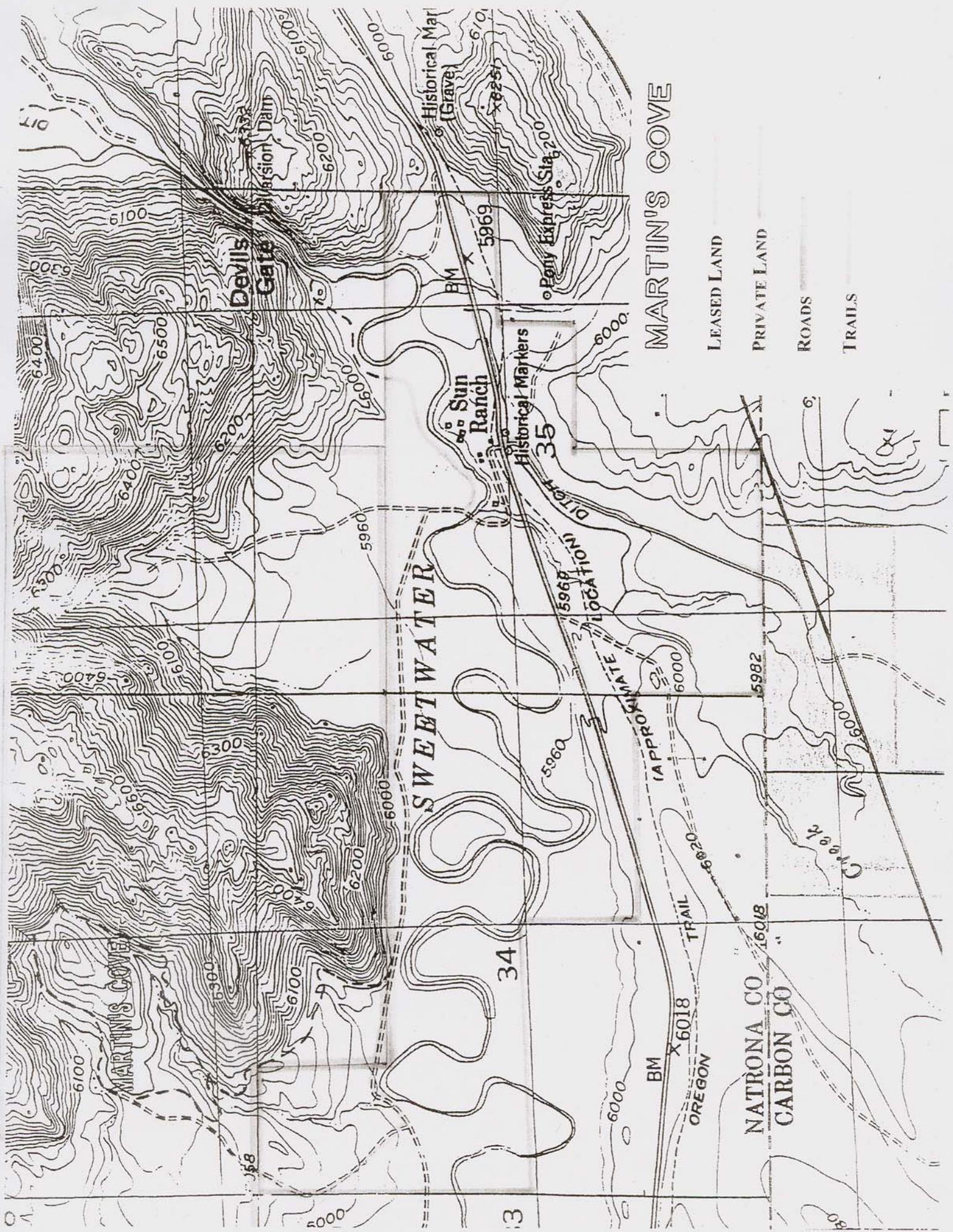
\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**APPENDIX C:**  
SCOPING NOTICE FOR MARTIN'S COVE LEASE PROJECT

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**SCOPING STATEMENT  
MARTIN'S COVE LEASE PROJECT**

**Corporation of the Presiding Bishop,  
The Church of Jesus Christ of Latter-Day Saints  
and  
Bureau of Land Management**

**Description of Project**

Public Law 108-137, December 1, 2003, directs the Secretary of the Interior to lease for a period of 25 years approximately 940 acres of Federal land in Natrona County, Wyoming (see map) to the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("Corporation"). This tract contains Martin's Cove.

The law requires a number of conditions be added to any lease. The Corporation may, with approval of BLM, improve the leasehold as necessary from time to time in order to accommodate visitors. The Corporation would give the United States a lease covenant to ensure public access, consistent with the historical purposes of the site, across private land owned by the Corporation to both Martin's Cove and the nearby Devil's Gate site. The Corporation may establish, in consultation with BLM, certain visitor's guidelines consistent with the historic nature of Martin's Cove to protect public health and safety. Lease rental payments would be fair market rental value of the lands to be leased, reduced by the fair market rental value of public easements granted by the Corporation.

The Federal government would retain the subsurface mineral estate, and the entire leasehold was withdrawn from mining location and all other forms of entry, appropriation, or disposal by Public Law 108-137.

Finally, the law specifies that the Secretary shall comply with the National Environmental Policy Act (NEPA) in carrying out these provisions.

**Relationship to Existing Plans and Documents**

The document which directs management of federal lands within the project area is the Lander Resource Management Plan (LRMP) and Record of Decision approved in 1987. The objective for the management of leases, permits, and easements is that they would be "allowed on a case-by-case basis ... unless there is some specific inconsistency with the general management guidelines or objectives." The Oregon/Mormon Pioneer Trail Management Plan provides that important trail-related sites are to be "recommended for special protection, interpretation, use, or other management measures." Land uses are to be "compatible with protection of trail resources."

**National Environmental Policy Act**

Public Law 108-137 requires that the proposed lease be analyzed in accordance with the requirements of NEPA. To comply with NEPA and the Council on Environmental Quality regulations, which implement NEPA, the BLM is required to prepare an environmental analysis. The environmental document will serve several purposes. It will provide both the public and

governmental agencies with information about the potential environmental consequences of the project and alternatives; identify all practicable means to avoid or minimize environmental harm from the project and alternatives; and provide the responsible official with information upon which to make an informed decision regarding the project.

One element of the NEPA process is scoping. Scoping activities are initiated early in the process to:

- identify reasonable alternatives to be evaluated in the environmental analysis;
- identify environmental issues of concern related to the proposed lease; and
- determine the depth of analysis for issues addressed in the environmental document.

This scoping statement has been prepared to enable governmental agencies, the general public, and other interested parties to participate in and contribute to the analysis process. Public input is important in establishing the scope of analysis for any NEPA document, and the BLM encourages public participation.

#### **Scoping Meeting:**

A public meeting will be held to provide interested members of the public with further information about the proposed lease and their opportunities to submit scoping comments to BLM. This meeting will be held at the following time and location:

Thursday, May 27  
4:00 – 7:00 PM

BLM – Casper Field Office  
2987 Prospector Drive  
Casper, WY 82604

#### **Interdisciplinary Team**

Based on current understanding of issues, concerns, and opportunities and established objectives from other plans, an interdisciplinary team made up of the following specialists has been tentatively identified:

Don Ogaard	Project Manager/Interdisciplinary Team Leader
Tim Nowak	Cultural Resources Specialist
Mary Wilson	Public Affairs Specialist
Mel Schlager	Realty Specialist

Other specialists may be added to the team as a result of issues identified during scoping.

#### **Timing Needs or Requirements**

Public input is important in establishing the level and scope of the analysis. The public is encouraged to participate throughout the environmental analysis process to help in identifying the level of analysis needed, alternatives to the proposed action, other issues or concerns that should be analyzed, mitigation opportunities, and any other comments or ideas to help ensure the completeness of the analysis process.

Comments are due by **June 14, 2004**. Please submit your comments to:

Don Ogaard, Project Manager  
BLM – Worland Field Office  
PO Box 119  
Worland, WY 82401

307.347.5160

E-mail: WY\_Martins\_Cove@blm.gov

Project documents and information at: <http://www.wy.blm.gov/nepa/lfodocs/martinscove>

### **Initial Mailing List**

The scoping notice initial mailing distribution includes the following agencies, officials, organizations, and media:

#### **Government Offices**

Office of the Governor  
U.S. Fish and Wildlife Service  
Wyoming State Planning Coordinator  
Wyoming Department of Environmental  
Quality  
Wyoming Geological Survey  
Wyoming Oil and Gas Conservation  
Commission  
Wyoming Game and Fish Department

#### **Elected Officials**

U.S. Congresswoman Barbara Cubin  
(Jackie King, Field Representative)  
U.S. Senator Mike Enzi  
(Cherie Hilderbrant, Field Representative)  
U.S. Senator Craig Thomas  
(Linda Harris, Field Representative)

#### **Native American Tribes and Organizations**

Shoshone Business Council  
Arapaho Business Council  
Shoshone-Bannock Tribes  
Ute Tribal Council  
Crow Tribal Council  
Northern Cheyenne Tribal Council  
Oglala Sioux Tribal Council  
Rosebud Sioux Tribal Council  
Cheyenne River Sioux Tribal Council

#### **Public Land Users and User Groups**

Western Land Exchange Project  
National Trust for Historic Preservation  
Society for American Archaeology  
Wyoming Outdoor Council  
Wyoming Chapter – Sierra Club  
Alliance for Historic Wyoming

#### **Newspapers**

Casper Star-Tribune  
Wyoming Tribune-Eagle

#### **Radio Stations**

KUWR - University of Wyoming

#### **Television Stations**

KTWO-TV - Casper  
KCWY-TV - Casper  
KFNB-TV - Casper  
KGWC-TV – Casper



**APPENDIX D:**  
LETTERS FROM THE U.S. FISH AND WILDLIFE SERVICE REGARDING  
THREATENED AND ENDANGERED SPECIES

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# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
4000 Airport Parkway  
Cheyenne, Wyoming 82001

In Reply Refer To:  
ES-61411/W.02/WY8321

May 2, 2004

Mr. Roger Schoumacher  
TRC Mariah Associates, Inc.  
605 Skyline Drive  
Laramie, Wyoming 82070-8909

Dear Mr. Schoumacher:

Thank-you for your letter of March 31, 2004 regarding the lease of a historical site by the Lander Bureau of Land Management Field Office. This project involves leasing a portion of the Martin's Cove area, including Sections 26-28 and 33-35, T29N, R87W, within Natrona County, Wyoming to the Mormon Church.

The lead Federal agency, in this case the BLM, or their designated non-federal representative, is responsible for review of proposed activities to determine whether listed or proposed species will be affected. If it is determined that the proposed activities may affect a listed or proposed species, consultation pursuant to section 7(a)(2) of the Act, as amended (50 CFR § 402.13) is required. In accordance with section 7(c) of the Act, my staff has determined that the following threatened or endangered species, or species proposed for listing under the Act, may be present in the project area.

<b>SPECIES</b>	<b>STATUS</b>	<b>HABITAT</b>
Bald eagle ( <i>Haliaeetus leucocephalus</i> )	Threatened	Found throughout state
Black-footed ferret ( <i>Mustela nigripes</i> )	Endangered	Prairie dog towns
Ute ladies'-tresses ( <i>Spiranthes diluvialis</i> )	Threatened	Seasonally moist soils and wet meadows of drainages below 7000 feet

If the proposed action will lead to water depletions (consumption) in the Platte River System, impacts to threatened and endangered species inhabiting the downstream reaches of this system should be included in the evaluation.

Platte River species	Endangered	Downstream riverine habitat of the Platte River in Nebraska
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**Bald eagle:** While habitat loss still remains a threat to the bald eagle's full recovery, most experts agree that its recovery to date is encouraging. Adult eagles establish life-long pair bonds and build huge nests in the tops of large trees near rivers, lakes, marshes, or other wetland areas. Although bald eagles may range over great distances, they usually return to nest within 100 miles of where they were fledged. During winter, bald eagles gather at night to roost in large mature trees, usually in secluded locations that offer protection from harsh weather. Bald eagles often return to use the same nest and winter roost year after year.

In order to reduce potential adverse effects to the bald eagle, a disturbance-free buffer zone of 1 mile should be maintained around eagle nests and winter roost sites. Activity within 1 mile of an eagle nest or roost may disturb the eagles and result in take. If a disturbance-free buffer zone of 1 mile is not practicable, then the activity should be conducted outside of February 15 through August 15 to protect nesting birds and November 1 through April 15 to protect roosting birds

**Black-footed ferret:** Black-footed ferrets may be affected if prairie dog towns are impacted. Please be aware that black-footed ferret surveys are no longer recommended in black-tailed prairie dog towns (*Cynomys ludovicianus*) statewide or in white-tailed prairie dog towns except those noted in the attachment (see attached letter). If white-tailed prairie dog (*Cynomys leucurus*) towns or complexes greater than 200 acres will be disturbed, surveys for ferrets are recommended in order to determine if the action will result in an adverse effect to the species. Surveys are recommended even if only a portion of the white-tailed prairie dog town or complex (as identified in our February 2, 2004 letter) will be disturbed. According to the *Black-Footed Ferret Survey Guidelines* (USFWS 1989), a prairie dog complex consists of two or more neighboring prairie dog towns less than 7 km (4.3 miles) from each other. If a field check indicates that prairie dog towns may be affected, you should contact this office for guidance on ferret surveys.

**Ute ladies'-tresses:** Ute ladies'-tresses (*Spiranthes diluvialis*) is a perennial, terrestrial orchid, 8 to 20 inches tall, with white or ivory flowers clustered into a spike arrangement at the top of the stem. *Spiranthes* typically blooms from late July through August; however, depending on location and climatic conditions, it may bloom in early July or still be in flower as late as early October. *Spiranthes* is endemic to moist soils near wetland meadows, springs, lakes, and perennial streams where it colonizes early successional point bars or sandy edges. The elevation range of known occurrences is 4,200 to 7,000 feet in alluvial substrates along riparian edges, gravel bars, old oxbows, and moist to wet meadows. Soils where *Spiranthes* have been found typically range from fine silt/sand, to gravels and cobbles, as well as to highly organic and peaty soil types. *Spiranthes* is not found in heavy or tight clay soils or in extremely saline or alkaline soils. *Spiranthes* seems intolerant of shade and small scattered groups are found primarily in areas where vegetation is relatively open. Surveys should be conducted by knowledgeable botanists trained in conducting rare plant surveys. *Spiranthes* is difficult to survey for primarily due to its unpredictability of emergence of flowering parts and subsequent rapid desiccation of specimens. The Service does not maintain a list of "qualified" surveyors but can refer those wishing to become familiar with the orchid to experts who can provide training or services.

### **Platte River Depletions**

Since 1978, the U.S. Fish and Wildlife Service (Service) has consistently taken the position in its section 7 consultations that Federal agency actions resulting in water depletions to the Platte River system may affect the endangered whooping crane (*Grus americana*), endangered interior least tern (*Sterna antillarum*), threatened piping plover (*Charadrius melodus*), and endangered pallid sturgeon (*Scaphirhynchus albus*), the threatened bald eagle (*Haliaeetus leucocephalus*), the endangered eskimo curlew (*Numenius borealis*), and threatened western prairie fringed orchid (*Platanthera praeclara*).

In general, depletions include evaporative losses and/or consumptive use, often characterized as diversions from the Platte River or its tributaries less return flows. Project elements that could be associated with depletions to the Platte River system include, but are not limited to, ponds (detention/recreation/irrigation storage/stock watering), lakes (recreation/irrigation storage/municipal storage/power generation), reservoirs (recreation/irrigation storage/municipal storage/power generation), created or enhanced wetlands, pipelines, wells, diversion structures, and water treatment facilities.

Any actions that may result in a water depletion to the Platte River system should be identified. The document should also include an estimate of the amount and timing of average annual water depletion (both existing and new depletions), describe methods of arriving at such estimates, describe location of where depletion occurs as specifically as possible, if and when it will be returned to the system and what the depletion is being used for. Note that if the project has peculiarities or oddities, the Service may have more specific questions regarding these particular water depletions.

**Candidate Species:** Species that are candidates for listing as threatened or endangered that may occur within the project area are identified below. Many Federal agencies have policies to protect candidate species from further population declines. We would appreciate receiving any information available on the status of these species in or near the project area. In addition, if one or more of these species is listed prior to the completion of your project, unnecessary delays may be avoided by considering project impacts to candidates now.

#### **Species**

#### **Expected Occurrence**

Black-tailed prairie dog  
(*Cynomys ludovicianus*)

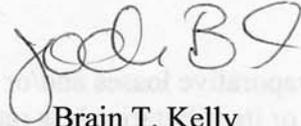
Grasslands generally east of the continental divide

Should any of these species be proposed for listing, the lead Federal agency would be required to confer with this office if that agency determines their action (e.g. approval of the project) is likely to jeopardize the continued existence of any of these species.

We appreciate your efforts to ensure the conservation of endangered, threatened, and candidate species. In the event that you should request future concurrence from the Service for your determination of effects from this project, we request that you state whether the project proponent has been designated a non-federal representative of the lead federal agency for this project (BLM). As the non-federal representative, the project proponent would be able to request

and receive the Service's concurrence directly based on their analysis of the project. If you have any questions regarding our comments or your responsibilities under the Act or this letter, please contact Jessica Homyack of my staff at the letterhead address or phone (307) 772-2374 extension 24.

Sincerely,



Brain T. Kelly  
Field Supervisor  
Wyoming Field Office

cc: BLM, Field Manager, Lander Field Office, Lander WY (J. Kelly)  
WGFD, Statewide Habitat Protection Coordinator, Cheyenne, WY (V. Stelter)  
WGFD, Non-Game Coordinator, Lander, WY (B. Oakleaf)

Enclosures (2)



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
4000 Airport Parkway  
Cheyenne, Wyoming 82001

In Reply Refer To:  
ES-61411/BFF/WY7746

Dear Interested Party:

This letter is to inform you that black-footed ferret (*Mustela nigripes*) surveys are no longer necessary in black-tailed prairie dog colonies statewide or in white-tailed prairie dog towns except those noted in the attachment. In response to requests from numerous entities and our own review of the situation regarding ferret surveys, the U.S. Fish and Wildlife Service (Service) and others have been evaluating the potential for a previously unidentified black-footed ferret population to occur in Wyoming and the need for conducting black-footed ferret surveys across the entire state. This issue has been especially pertinent when evaluating various activities for compliance with the Endangered Species Act of 1973 (Act), as amended (16 USC 1531 *et seq.*).

The black-footed ferret was listed as an endangered species in 1967, prior to the Act (under the Endangered Species Preservation Act of 1966). The Act prohibits the take of listed species without proper permits and places an additional requirement on activities funded, authorized or carried out by Federal agencies to ensure that such actions will not jeopardize the continued existence of any listed species. The latter process is known as interagency consultation and is outlined in section 7(a)(2) of the Act (50 C.F.R. § 402.13).

The Service developed the 1989 *Black-footed Ferret Survey Guidelines for Compliance with the Endangered Species Act* (Survey Guidelines) to assist with section 7 consultations for ferrets. The Survey Guidelines provide a mechanism to evaluate the possibility of locating existing ferrets in prairie dog colonies by examination of the size, density, and juxtaposition of existing prairie dog colonies. The key points of the strategy are to determine the existence of ferrets or an area's potential for ferret recovery and either may be used in section 7 consultations when determining whether an action may affect the black-footed ferret. The Survey Guidelines can be followed by interested parties (federal agencies and their partners) during the section 7 consultation process to make determinations on whether an activity may adversely affect ferrets. However, an unintended drawback to the Survey Guidelines is that repetitive surveys may be undertaken to evaluate possible impacts to ferrets on prairie dog colonies that have already been searched or that didn't present any realistic opportunities for ferret reintroduction.

The Service has been coordinating with the Wyoming Game and Fish Department in reviewing information about the current and historic status of prairie dog towns throughout Wyoming. In addition to the status review, we have also been reviewing the history of black-footed ferret surveys to determine whether the survey guidelines should continue to be applied across the entire state. Through this process, the Service has developed an initial list of blocks of habitat that are not likely to be inhabited by black-footed ferrets. In these areas, take of individual ferrets and effects to a wild population are not an issue and surveys for ferrets are no longer recommended. The term "block clearance" has often been used to describe this type of approach. This initial list is based largely on the quality of the habitat today, as well as information regarding past population bottlenecks that may have resulted from plague and poisoning events in particular areas and may have led to the loss of ferrets in the area.

Additional information regarding the survey effort on the specific areas not yet block-cleared is currently being reviewed by the Service. Based on this review, the Service will likely add several blocks of habitat to the list in the future. The Service will continue to collect and review information on any remaining areas to determine if they should be added to the list of areas cleared from the survey recommendation. Therefore, prior to conducting surveys, you should coordinate with the Service to determine which specific areas are recommended for surveys. We have attached our initial list of areas cleared from the ferret survey recommendation. We believe this approach is not only biologically defensible, but also allows all parties involved to focus survey effort and resources on those areas where the likelihood of discovering wild ferrets is greatest.

Please note that "block clearance" must not be interpreted to mean that the area is free of all value to black-footed ferrets. These areas, or blocks, are merely being cleared from the need for ferret surveys. Therefore, this clearance from the survey recommendations reflects only the negligible likelihood of a wild population of ferrets occurring in an area. It does not provide insight into an area's value for survival and recovery of the species through future reintroduction efforts. Nor does this clearance relieve a Federal agency of its responsibility to evaluate the effects of its actions on the survival and recovery of the species. For example, while an action proposed in a cleared area needs no survey and is not likely to result in take of individuals, the action could have an adverse effect upon the value of a prairie dog town as a future reintroduction site and should be evaluated to determine the significance of that effect. Consultation with the Service is appropriate for any agency action resulting in an effect significant enough to diminish a site's value as a future reintroduction site. Additionally, block clearance of an area does not imply that other values of maintaining the integrity of the prairie dog ecosystem are unimportant.

We appreciate your efforts to conserve listed species. Without the valuable information collected to date in association with black-footed ferret surveys, we would not be able to undertake this effort to focus ferret surveys on the most promising habitat.

Attachment 1

If you have any questions regarding this letter or your responsibilities under the Act, please contact Mary Jennings of my staff at the letterhead address or phone (307) 772-2374, extension 32.

Sincerely,

*/s/ Brian T. Kelly*

Brian T. Kelly  
Field Supervisor  
Wyoming Field Office

Enclosure (1)

cc: WGFD, Non-Game Coordinator, Lander, WY (B. Oakleaf)  
FWS, BFF Recovery Coordinator, Laramie, WY (M. Lockhart)

**Black-footed Ferret Survey Block Clearance List**

February 1, 2004

The following blocks of black-footed ferret habitat are cleared from the recommendation for ferret surveys:

1. All black-tailed prairie dog towns in Wyoming
2. All white-tailed prairie dog towns in Wyoming **EXCEPT** those identified in the following table.

Complex Name	Townships	Ranges	Complex Name	Townships	Ranges
Baxter Basin	T18, T19, T20	R103, R104	Fifteen Mile	T47-T49 T48	R97, R98 R96 (west half)
Big Piney	T 28 T29, T30, T31	R111, R112 R109-R111	Flaming Gorge	T12, T13 T12-T14 T13	R109 R108 R107
Bolton Ranch	T17 T18, T19	R86, R88 R86-R88	Manderson	T47, T48 T49	R90, R91 R91
Carter	T16, T17 T18	R114-R116 R115	Moxa	T15, T16 T17, T18 T19, T20 T21 T22, T23 T24	R112, R113 R111-R113 R111-R114 R110-R113 R111-R113 R112
Continental Divide	T16 T17 T18 T19 T20	R93-95 R92-95, 98-100, 97-98 R92-96, 98-99 R92-96 R92-95	Pathfinder	T27 T28 T29	R85, R86 R85-R89 R85, R89
Cumberland	T16 T17-T19 T19, T20	R118 R117 R116	Saratoga	T14 T15 T16	R82, R83 R82-R84 R83-R85

Attachment 2

Dad	T15, T16 T17	R90-R93 R92, R93	Seminole	T23, T24	R84, R85
Desolation Flats	T13 T14 T15 T16	R93-95 R93-94 R93-94, 96 R93-96	Shamrock Hills	T22, T23 T24, T25 T26	R89, R90 R89 R89, R90

Company Change	118 119 120	1100-1110 1110-1120 1120-1130	Shamrock Hills	110 111 112	1100-1110 1110-1120 1120-1130
Company Change	113 114 115	1130-1140 1140-1150 1150-1160	Shamrock Hills	113 114 115	1130-1140 1140-1150 1150-1160
Company Change	116 117 118	1160-1170 1170-1180 1180-1190	Shamrock Hills	116 117 118	1160-1170 1170-1180 1180-1190
Company Change	119 120 121	1190-1200 1200-1210 1210-1220	Shamrock Hills	119 120 121	1190-1200 1200-1210 1210-1220
Company Change	122 123 124	1220-1230 1230-1240 1240-1250	Shamrock Hills	122 123 124	1220-1230 1230-1240 1240-1250
Company Change	125 126 127	1250-1260 1260-1270 1270-1280	Shamrock Hills	125 126 127	1250-1260 1260-1270 1270-1280
Company Change	128 129 130	1280-1290 1290-1300 1300-1310	Shamrock Hills	128 129 130	1280-1290 1290-1300 1300-1310
Company Change	131 132 133	1310-1320 1320-1330 1330-1340	Shamrock Hills	131 132 133	1310-1320 1320-1330 1330-1340
Company Change	134 135 136	1340-1350 1350-1360 1360-1370	Shamrock Hills	134 135 136	1340-1350 1350-1360 1360-1370
Company Change	137 138 139	1370-1380 1380-1390 1390-1400	Shamrock Hills	137 138 139	1370-1380 1380-1390 1390-1400
Company Change	140 141 142	1400-1410 1410-1420 1420-1430	Shamrock Hills	140 141 142	1400-1410 1410-1420 1420-1430
Company Change	143 144 145	1430-1440 1440-1450 1450-1460	Shamrock Hills	143 144 145	1430-1440 1440-1450 1450-1460
Company Change	146 147 148	1460-1470 1470-1480 1480-1490	Shamrock Hills	146 147 148	1460-1470 1470-1480 1480-1490
Company Change	149 150 151	1490-1500 1500-1510 1510-1520	Shamrock Hills	149 150 151	1490-1500 1500-1510 1510-1520
Company Change	152 153 154	1520-1530 1530-1540 1540-1550	Shamrock Hills	152 153 154	1520-1530 1530-1540 1540-1550
Company Change	155 156 157	1550-1560 1560-1570 1570-1580	Shamrock Hills	155 156 157	1550-1560 1560-1570 1570-1580
Company Change	158 159 160	1580-1590 1590-1600 1600-1610	Shamrock Hills	158 159 160	1580-1590 1590-1600 1600-1610
Company Change	161 162 163	1610-1620 1620-1630 1630-1640	Shamrock Hills	161 162 163	1610-1620 1620-1630 1630-1640
Company Change	164 165 166	1640-1650 1650-1660 1660-1670	Shamrock Hills	164 165 166	1640-1650 1650-1660 1660-1670
Company Change	167 168 169	1670-1680 1680-1690 1690-1700	Shamrock Hills	167 168 169	1670-1680 1680-1690 1690-1700
Company Change	170 171 172	1700-1710 1710-1720 1720-1730	Shamrock Hills	170 171 172	1700-1710 1710-1720 1720-1730
Company Change	173 174 175	1730-1740 1740-1750 1750-1760	Shamrock Hills	173 174 175	1730-1740 1740-1750 1750-1760
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Company Change	179 180 181	1790-1800 1800-1810 1810-1820	Shamrock Hills	179 180 181	1790-1800 1800-1810 1810-1820
Company Change	182 183 184	1820-1830 1830-1840 1840-1850	Shamrock Hills	182 183 184	1820-1830 1830-1840 1840-1850
Company Change	185 186 187	1850-1860 1860-1870 1870-1880	Shamrock Hills	185 186 187	1850-1860 1860-1870 1870-1880
Company Change	188 189 190	1880-1890 1890-1900 1900-1910	Shamrock Hills	188 189 190	1880-1890 1890-1900 1900-1910
Company Change	191 192 193	1910-1920 1920-1930 1930-1940	Shamrock Hills	191 192 193	1910-1920 1920-1930 1930-1940
Company Change	194 195 196	1940-1950 1950-1960 1960-1970	Shamrock Hills	194 195 196	1940-1950 1950-1960 1960-1970
Company Change	197 198 199	1970-1980 1980-1990 1990-2000	Shamrock Hills	197 198 199	1970-1980 1980-1990 1990-2000
Company Change	200 201 202	2000-2010 2010-2020 2020-2030	Shamrock Hills	200 201 202	2000-2010 2010-2020 2020-2030
Company Change	203 204 205	2030-2040 2040-2050 2050-2060	Shamrock Hills	203 204 205	2030-2040 2040-2050 2050-2060
Company Change	206 207 208	2060-2070 2070-2080 2080-2090	Shamrock Hills	206 207 208	2060-2070 2070-2080 2080-2090
Company Change	209 210 211	2090-2100 2100-2110 2110-2120	Shamrock Hills	209 210 211	2090-2100 2100-2110 2110-2120
Company Change	212 213 214	2120-2130 2130-2140 2140-2150	Shamrock Hills	212 213 214	2120-2130 2130-2140 2140-2150
Company Change	215 216 217	2150-2160 2160-2170 2170-2180	Shamrock Hills	215 216 217	2150-2160 2160-2170 2170-2180
Company Change	218 219 220	2180-2190 2190-2200 2200-2210	Shamrock Hills	218 219 220	2180-2190 2190-2200 2200-2210
Company Change	221 222 223	2210-2220 2220-2230 2230-2240	Shamrock Hills	221 222 223	2210-2220 2220-2230 2230-2240
Company Change	224 225 226	2240-2250 2250-2260 2260-2270	Shamrock Hills	224 225 226	2240-2250 2250-2260 2260-2270
Company Change	227 228 229	2270-2280 2280-2290 2290-2300	Shamrock Hills	227 228 229	2270-2280 2280-2290 2290-2300
Company Change	230 231 232	2300-2310 2310-2320 2320-2330	Shamrock Hills	230 231 232	2300-2310 2310-2320 2320-2330
Company Change	233 234 235	2330-2340 2340-2350 2350-2360	Shamrock Hills	233 234 235	2330-2340 2340-2350 2350-2360
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Company Change	239 240 241	2390-2400 2400-2410 2410-2420	Shamrock Hills	239 240 241	2390-2400 2400-2410 2410-2420
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Company Change	248 249 250	2480-2490 2490-2500 2500-2510	Shamrock Hills	248 249 250	2480-2490 2490-2500 2500-2510
Company Change	251 252 253	2510-2520 2520-2530 2530-2540	Shamrock Hills	251 252 253	2510-2520 2520-2530 2530-2540
Company Change	254 255 256	2540-2550 2550-2560 2560-2570	Shamrock Hills	254 255 256	2540-2550 2550-2560 2560-2570
Company Change	257 258 259	2570-2580 2580-2590 2590-2600	Shamrock Hills	257 258 259	2570-2580 2580-2590 2590-2600
Company Change	260 261 262	2600-2610 2610-2620 2620-2630	Shamrock Hills	260 261 262	2600-2610 2610-2620 2620-2630
Company Change	263 264 265	2630-2640 2640-2650 2650-2660	Shamrock Hills	263 264 265	2630-2640 2640-2650 2650-2660
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Company Change	278 279 280	2780-2790 2790-2800 2800-2810	Shamrock Hills	278 279 280	2780-2790 2790-2800 2800-2810
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Company Change	299 300 301	2990-3000 3000-3010 3010-3020	Shamrock Hills	299 300 301	2990-3000 3000-3010 3010-3020
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# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
4000 Airport Parkway  
Cheyenne, Wyoming 82001

8/11  
RAS

In Reply Refer To:  
ES/61411/W02/WY8683

AUG 09 2004

Mr. Roger Schoumacher  
TRC Mariah Associates, Inc.  
605 Skyline Drive  
Laramie, Wyoming 82070-8909

Dear Mr. Schoumacher:

Thank-you for your letter of July 30, 2004 regarding the lease of Martin's Cove to the Church of Jesus Christ of Latter-Day Saints. The Bureau of Land Management (BLM) is planning to lease a 940-acre tract of land in Natrona County, Wyoming to the Church because of the land's historical significance.

According to the letter and the phone conversation between you and Jessica Homyack of my staff on August 3, 2004, no new development will occur as a result of the lease. The Church has been leasing this land from the BLM for several years, and a pedestrian walking path is already in place. Based on the information provided, it is unlikely the proposed lease will adversely affect any threatened or endangered species. However, if the scope of the project is changed (e.g., construction of new buildings), or the project is modified in a manner that you determine may affect a listed species, this office should be contacted to discuss consultation requirements pursuant to section 7(a) (2) of the Endangered Species Act of 1973, as amended 16 U.S.C. 1531 *et seq.*

If you have questions regarding our comments or your responsibility under the Endangered Species Act, please contact Jessica Homyack of my staff at the letterhead address or phone (307) 772-2374, extension 24.

Sincerely,

Brian T. Kelly  
Field Supervisor  
Wyoming Field Office

cc: BLM, Field Manager, Casper Field Office, Casper, WY (J. Murkin)  
WGFD, Statewide Habitat Protection Coordinator, Cheyenne, WY (V. Stelter)  
WGFD, Non-Game Coordinator, Lander, WY (B. Oakleaf)