
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 affects 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.
-

- 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

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.

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.

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

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.
