United States Department of the Interior

BUREAU OF LAND MANAGEMENT
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In Reply Refer To:
3100 (NV920)

DECISION

Center for Biological Diversity
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: Protest of Parcels in the
: June 23, 2026
: Competitive Oil and Gas Internet Lease Sale

Protest Dismissed
Parcels Offered for Sale

On April 24, 2026, the Bureau of Land Management (BLM), Nevada State Office (NVSO), published a Lease Sale Notice offering four (4) parcels containing 10,211.00 acres for the June 23, 2026, Competitive Oil and Gas Internet Lease Sale (the Sale). The BLM Ely District Office (EYDO) also posted an updated Environmental Assessment (EA), including the response to public comments, and unsigned Finding of No Significant Impact (FONSI) to ePlanning that initiated a 30-day protest period. The 30-day protest period closed on May 24, 2026; however, protests were accepted for an additional two days (May 26, 2026) due to the closure date falling on a federal holiday weekend.

On May 26, 2026, the BLM NVSO timely received a protest[1] from the Center for Biological Diversity (CBD), which protested the EYDO's EA (DOI-BLM-NV-L000-2026-0001-EA), the associated FONSI, and the four parcels proposed to be offered for the June 23, 2026, Sale.

BACKGROUND

The four originally nominated parcels included land in federal mineral estate located in the BLM Nevada's Ely District. After the NVSO completed preliminary adjudication[2] of the nominated parcels, the NVSO screened each parcel to determine compliance with national and state BLM policies.

[1] The protest is posted on the BLM website, located at: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/leasing/regional-lease-sales/nevada

[2] Preliminary adjudication is the first stage of analysis of nominated lands conducted by the State Office to prepare preliminary sale parcels for District/Field Office review. During preliminary adjudication, the State Office confirms availability of nominated lands for leasing pursuant to 30 U.S.C. § 181 *et seq.,* 43 CFR 3100 *et seq.,* and BLM policies. Once the State Office completes preliminary adjudication, it consolidates the nominated land available for leasing into a preliminary parcel list to send to the District/Field Office for National Environmental Policy Act (NEPA) analysis and leasing recommendations.

On November 7, 2025, the NVSO sent a preliminary parcel list to the EYDO for review. This interdisciplinary parcel review included internal scoping by a team of BLM specialists; review of geographic information system (GIS) data; satellite imagery and other previously collected wildlife, habitat, and other resource data; field visits to nominated parcels (where appropriate); review for conformance with the Land Use Plans (LUP); and preparation of an EA documenting National Environmental Policy Act (NEPA) compliance. [3]

On November 14, 2025, a project summary page for the June 2026 Sale was posted on BLM's National Environmental Policy Act (NEPA) Register website (https://eplanning.blm.gov) that included a proposed parcel list. Parcel scoping comments were received from two named individuals, the Center for Biological Diversity, the Environmental Protection Agency (EPA), the Nevada Wildlife Federation, the National Wildlife Federation, the Theodore Roosevelt Conservation Partnership, and The Wilderness Society. The parcel scoping comments received included opposition to the lease sale; climate change concerns; general NEPA concerns; concerns about BLM management, the 2008 Ely District RMP; the protection of the following resources: air, water, vegetation, wildlife, human health, cultural, visual, and recreation; sensitive species, NV regulatory statutes; environmental justice; undisclosed artificial intelligence use, and general wildlife concerns.

Considering comments received during scoping, the BLM EYDO produced an EA (DOI-BLM-NV-L000-2026-0001-EA) that tiered to the existing Land Use Plans.[4] The EA analysis adheres to the requirements of the National Environmental Policy Act, 42 U.S.C. §§ 4321–4370m-11 and the Department of the Interior's NEPA regulations at 43 C.F.R. §§ 46.10-46.450.

The EA was made available for a 30-day public comment period from February 17, 2026, to March 19, 2026. Comments were received from the Center for Biological Diversity and five individuals. A table summarizing and responding to the substantive comments received can be found in Appendix I of the EA. Public comments expressed concerns related to cumulative impacts, the Clean Air Act, water quantity and quality, groundwater, surface water, big game, habitat fragmentation, sage-grouse, BLM national policy, alternatives, and the One Big Beautiful Bill Act (OBBBA).

The federal action, an oil and gas lease sale, is not a planning level action making resource allocation decisions (which are analyzed in a Resource Management Plan NEPA document), nor a specific implementation action (e.g., a permit to drill, analyzed in a site specific NEPA document).[5] The federal action is to conduct an oil and gas lease sale and is supported by its own or existing NEPA documents.

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[3] *See* BLM, H-1601-1, *Land Use Planning Handbook*, (Jan. 2025) (p. 133): "plan implementation requires the BLM to review individual project proposals for conformance with the approved RMP. Conformance means that a resource management action shall be specifically provided for in the plan, or if not specifically mentioned, shall be clearly consistent with the terms, conditions, and decisions of the approved RMP or amendment." *See also* (43 CFR 1601.0-5(B)).

[4] The EA is in conformance with the 2008 Ely District Record of Decision and Approved Resource Management Plan (RMP), and the 2025 Greater Sage-Grouse Rangewide Planning Approved Resource Management Plan Amendment for Nevada and Northeastern California (BLM, 2025), the associated Records of Decision, and all subsequent applicable amendments.

[5] *See* BLM, H-1624-1, *Planning for Fluid Minerals Handbook*, (Feb. 2018)

The purpose of the federal action is to provide opportunities for private individuals or oil and gas companies with new areas to explore and potentially develop. Leasing is authorized under the Mineral Leasing Act of 1920 (MLA), as amended and modified by subsequent legislation and regulations found at 43 CFR part 3100. Oil and gas leasing is recognized as an acceptable use of public lands under the Federal Land Policy and Management Act (FLPMA). BLM authority for leasing public mineral estate for the development of energy resources, including oil and gas, is described in 43 CFR 3160.0-3.

The need for the proposed action is to respond to the nomination of parcels by Expressions of Interest (EOIs) for leasing, consistent with the BLM's responsibility under the Mineral Leasing Act, as amended, to promote the development of oil and gas on the public domain. The public, BLM, or other agencies may nominate parcels for leasing. The BLM is required by law to consider leasing of areas that have been nominated for lease if leasing is in conformance with the applicable BLM land use plan, FLPMA, and other applicable laws, regulations, and policies. Offering parcels for competitive oil and gas leasing provides for the orderly development of fluid mineral resources under BLM's jurisdiction in a manner consistent with multiple use management and consideration of the natural and cultural resources that may be present. This requires that adequate provisions are included with the leases to protect public health and safety and assure full compliance with the spirit and objectives of NEPA and other federal environmental laws and regulations.

The EA considered two (2) alternatives:

- Alternative A- The "Proposed Action" alternative, which included offering all nominated parcels that were sent for review, with stipulations from the existing Resource Management Plans (RMPs).
- Alternative B- The "No Action" alternative, which considered rejecting all parcels nominated for the lease sale. This alternative is included as a baseline for assessing and comparing potential impacts.

The EA analyzed the proposed action and the no action alternative. These alternatives provided a spectrum of effects for analysis and comparison, ranging from no parcels offered to offering all nominated parcels. Additional alternatives were proposed in internal scoping and public comments; however, they were not carried forward for further analysis as they would not provide a basis for evaluation of effects not encompassed by the analyzed range of alternatives. The additional proposed alternatives did not meet the Purpose and Need for the federal action and were not in compliance with BLM policy regarding the land use planning process and the oil and gas leasing process. These alternatives were discussed in the EA Comment Matrix Table (*see* EA Appendix I).

STATEMENT OF REASONS

The following responses by the BLM address the Protesting Party's (CBD) statement of reasons related to the parcels protested. The BLM has reviewed the Protesting Party's statement of reasons in its entirety. The Protesting Party provides 12 overarching issues (listed below), many of which it has provided in previous lease sales. Each of the Protesting Party's protest issues are listed in bold below, including a summary of arguments, followed by the BLM's response to each of the Protesting Party's issues.

A. The Leasing EA Fails to Analyze Cumulative Impacts for Required Resource Values, Thereby Violating NEPA's Hard Look Standard

The Protesting Party (CBD) argues that NEPA requires BLM to include a cumulative impacts analysis for all analyzed resource values. Specifically, the Protesting Party argues that the analysis in Appendix E, Issues Not Analyzed in Detail, is brief and fails to meet the meaningful analysis required by NEPA.

The Protesting Party alleges that the 'seventeen-year-old' stipulations and notices are not sufficient, and more thorough analysis is required. CBD argues that the Reasonably Foreseeable Future Actions (RFFAs) section (*see* EA Section 3.3) is inadequate in regard to incremental emissions. CBD argues that since there are no known locations where operations might occur within the leasing area, the analysis must be insufficient. Additionally, CBD alleges that the EA fails to meet the standard of the Tenth Circuit's five-factor test (from *San Juan Citizens v. Stiles*) which specifies what a meaningful cumulative impacts analysis must include.

Lastly, the Protesting Party alleges that the BLM's claim that it would be 'highly speculative' if 448 wells were drilled is frivolous and only considers past leasing and drilling history.

BLM Response:

The level of environmental analysis conducted in this EA is consistent with the purpose and requirements of NEPA. See Dakota Res. Council v. United States DOI, No. 22-cv-1853 (CRC), (D.D.C. Mar. 22, 2024). The Supreme Court has not only recognized the limits of the scope of impacts that the government must analyze under NEPA but has reemphasized the principle of "substantial judicial deference" when reviewing the government's NEPA documentation generally. Seven Cty. Infrastructure Coal. v. Eagle Cty., 145 S. Ct. 1497, 1512 (2025). The Court held that agencies are only required to consider environmental effects that have a "reasonably close causal relationship" to the project at hand and that fall within the agency's regulatory authority. The BLM conducts its analysis in accordance with NEPA's requirement to analyze the reasonably foreseeable effects of the proposed action and within the scope of its jurisdiction.

Additionally, the BLM considers direct, indirect, and cumulative impacts from the lease sale within the context of previous land use planning documents (*see* EA Section 1.5). The EA included an analysis of potential direct, indirect, and cumulative impacts for multiple resource issues analyzed in brief (*see* EA Appendix E) and issues analyzed in detail (*see* EA Section 3.4). Specifically, cumulative greenhouse gas emissions were analyzed in EA Section 3.4.1; the EA also incorporated by reference the Air Resources Technical Report as well as the Annual GHG Report (2024) which provides a more detailed assessment of cumulative emissions and reputable climate science sources. Please refer to the BLM response below to Protesting Party's point B regarding air quality and incremental emissions.

With the passage of the One Big Beautiful Bill Act (OBBA), the BLM is prohibited from applying a stipulation to a lease unless the stipulation is specified in an existing applicable approved LUP. The OBBBA amended the MLA to require that the initiation of an amendment to an approved RMP shall not prevent or delay the Secretary from making the applicable parcel of land available for leasing in accordance with that approved RMP.

Lastly, the number of wells and disturbance predicted under the RFDS assumptions in the RMP have not been exceeded. The Proposed Action would not exceed, nor likely significantly contribute to, the level of development predicted in the RFDS in table 4.18-5 of the Ely District Resource Management Plan Final Environmental Impact Statement.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

B. The Lease Sale Violates the Clean Air Act

The Protesting Party argues that the June 2026 Lease Sale EA fails to meet Clean Air Act (CAA) requirements because it must quantify impacts, and the EA analysis neglects to analyze the public health implications, ozone formation, airshed impacts, and exposure risk of emissions. The Protesting Party refers to the wrong lease sale (Fourth Quarter) and argues that BLM defers the emissions analysis to the APD stage.

The Protesting Party states that the BLM must perform a full conformity determination under the CAA at the leasing stage, which would enable the BLM to quantify reasonably foreseeable emissions.

BLM Response:

BLM analyzes potential impacts, including cumulative impacts, from climate change and GHGs in detail in the EA (*see* EA Chapter 3). The EA incorporates by reference information from the 2024 BLM Specialist Report on Annual Greenhouse Gas Emissions Trends. The emissions used in this analysis are estimated using the 2024 BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The Specialist Report provides a cumulative assessment of the onshore federal fossil fuel emissions, which is inclusive of the estimated projected emissions associated with all proposed lease sales. This broader assessment of existing and projected emissions provides better information for decisionmakers to draw upon beyond the context any individual or subset of lease sales could provide, especially as GHGs are factually cumulative issues.

Specific to greenhouse gas emissions, the EA contains more analysis than is required under NEPA as it includes analysis of emissions from downstream actions such as the transportation, refining, and processing of oil and gas, and the end use of oil and gas produced on federal lands, even though the BLM has no authority or control over those downstream actions. Further, Section 3.4.1 of the EA explains the limitations of global carbon budgets. BLM's greenhouse gas analysis and its use of the Specialist Report was upheld in Dakota Resource Council v. DOI, et al., No. 22 -cv -2696 (DDC 2024). NEPA does not require a cost-benefit analysis, and BLM has not conducted a cost-benefit analysis. Estimating and monetizing all the costs and benefits associated with oil and gas leasing is not feasible, nor is it required for NEPA. Many of the impacts of oil and gas leasing cannot

be easily monetized (e.g., noise, visual impacts). To the extent impacts can be monetized, those numbers may not be comparable (e.g., localized impacts vs global impacts). BLM explains how its analysis of GHGs and other impacts factors into its decision -making process for this lease sale in the EA, FONSI, and Decision Record.

NEPA does not require an agency to analyze or quantify project impacts through a specific methodology, such as a carbon budget or estimating the social cost of carbon. Executive Order 14154 disbanded the federal Interagency Working Group (IWG) on the Social Cost of Greenhouse Gases, including any guidance, instruction, recommendations, or documents issued by the IWG.

At the oil and gas leasing stage, the BLM does not authorize a new oil and gas project that would cause direct and/or indirect air pollutant emissions. That occurs when project-level permits (APDs) are approved. At the APD review stage when the scope and details of a project (number of wells, drilling/completion schedule, equipment that will be used to develop/operate the new wells, the federal portion of the total project, etc.) are known, the BLM collects these details from oil and gas operators and prepares a project-specific emissions inventory for the NEPA and General Conformity analyses. Projects have not been defined and presented to the BLM for consideration at the BLM planning or leasing stage, and it is too speculative for the BLM to generate accurate emissions inventories for oil and gas projects that could occur up to 10 plus years into the future.

Under Section 176(c) of the Clean Air Act (CAA), 42 U.S.C. § 7506, the BLM completes a General Conformity applicability analysis for each proposed project (when APDs are received) at minimum. Specifically, at the project-level stage, BLM Nevada compares project-level annual emissions estimates (based on operator-provided details) to General Conformity de minimis thresholds to determine whether additional General Conformity determination is needed.

Please refer to EA Appendix E for analysis regarding human health and safety.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

C. The Leasing EA Failed to Respond to The Center's Comments Regarding Groundwater and Surface Water Quality and Quantity

The Protesting Party argues that the Leasing EA does not meaningfully address its concerns about hydraulic fracturing impacts on surface and groundwater, instead relying on existing regulations and policies as a substitute for the analysis that NEPA requires. According to the Protesting Party, the EA provides only cursory, generalized discussion of water-resource impacts, relies on an unsupported assumption of just 19 wells with one in production, and fails to evaluate site-specific data despite applicable case law requiring such analysis before leasing decisions. As a result, the Protesting Party contends that both the EA and BLM's comment responses are inadequate under NEPA.

BLM Response:

Please refer to BLM's responses below to Protesting Party's comments C-1 and C-2. Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

1. **Impacts to Groundwater**

   The Protesting Party argues that groundwater in Nevada is indispensable, especially in Hamlin Valley, where it serves as the primary water source. Although the BLM recognizes this significance, its analysis in the Leasing EA remains limited, relying mainly on general groundwater-level trends without sufficiently addressing site-specific effects such as drawdown, predicted water-level changes, or detailed hydrologic responses to development. Existing data indicate that groundwater flows northward from southern Spring Valley into Hamlin Valley at an estimated 6,000–11,000 acre-feet per year, yet the EA cites a perennial yield of only 5,000 acre-feet per year—an outdated figure currently undergoing revision. Without updated perennial-yield estimates or refined groundwater-flow analyses, it remains unclear how additional pumping or development could alter basin-wide water availability or sustainability.

   The Protesting Party states that Hamlin Valley's aquifer system consists of extensive Cenozoic basin-fill deposits and deeper Paleozoic carbonate-rock aquifers separated into three sub-basins by buried bedrock highs. These carbonate aquifers are known to be transmissive even at depths >1,000 feet, making them both productive and vulnerable. Hydraulic fracturing poses heightened risks in such systems because contaminants can move rapidly through fissures, thin soils, turbulent-flow zones, and dissolution-enhanced pathways—all conditions that limit natural filtration and accelerate subsurface transport. Well integrity failures (improper casing, cementing, aging wells reused for new development) and subsurface migration of fracturing fluids or hydrocarbons through natural or induced fractures may further threaten groundwater quality. Because groundwater moves slowly, contaminant plumes can persist for decades, and repeated discharges can result in long-lasting accumulation. Given the critical reliance on these aquifers and the sensitivity of the spring systems they support, any potential impact from hydraulic fracturing represents a significant concern under NEPA and warrants a robust, updated hydrologic analysis.

   BLM Response:

   The EA addresses groundwater resources in Section 3.4.8 and explains BLM's procedures and requirements for protecting usable water zones. As a technical matter, uncemented sections are approved at the APD stage only when cementing is deemed unnecessary for preventing fluid flow and mixing between zones.

   Requirements for cementing and casing of a well are described in 43 CFR § 3172.7(a), which state, in part, "The proposed casing and cementing programs shall be conducted as approved to protect and/or isolate all usable water zones, potentially productive zones, lost circulation zones, abnormally pressured zones,

and any prospectively valuable deposits of minerals….. The casing setting depth shall be calculated to position the casing seat opposite a competent formation which will contain the maximum pressure to which it will be exposed during normal drilling operations. Determination of casing setting depth shall be based on all relevant factors, including presence/absence of hydrocarbons; fracture gradients; usable water zones; formation pressures; lost circulation zones; other minerals; or other unusual characteristics. All indications of usable water shall be reported." Usable water is defined as, "those waters containing up to 10,000 parts per million (ppm) of total dissolved (TDS) solids" (43 CFR § 3172.5). Using 43 CFR 3162.5 -2(d), "The operator shall isolate freshwater -bearing and other usable water containing 5,000 ppm or less of dissolved solids and other mineral -bearing formations and protect them from contamination." Using these CFRs in combination helps isolate the different water bearing formations which may have different TDS levels. The BLM verifies that all drilling operations follow the CFRs and any site-specific conditions of approval (COAs), which could require additional mitigation measures or drilling/casing requirements.

While the Protesting Party alleges that uncemented sections of a wellbore are not protective of usable water zones in violation of Onshore Order #2 (43 CFR 3172), where uncemented sections of a well bore are approved at the APD stage, it is because during the geological and engineering review it was determined that cement is not necessary to inhibit fluid flow and mixing between those zones and the deeper production zone that contains hydrocarbons and/or saline water. It may also be true that although a certain interval may contain usable water, there is no active flow of fluids in that section, or the usable water interval is not prevalent throughout the formation. Lack of fluid flow generally does not require cementing for isolation purposes. See Flow-Zone Isolation, API Standard 65- Part 2 (2010) at page 21. The surface casing depth is chosen to find a competent formation with a fracture gradient in excess of known pore pressures in deeper horizons. This allows the operator to increase mud weight to safely continue drilling to the next casing point. Once the secondary casing point is reached, another casing string will be run into the hole. Where casing and cementing plans include a proposal to leave a section cased but not cemented, the BLM considers the following during geologic review: Formation fluids (including water), confining layers, minerals, pressures, and temperatures. In many cases, it is not necessary to cement the secondary casing back to the surface in order to provide the required level of isolation. See API recommended Practice 100-1: 5.4.2. As part of the geologic evaluation, formation properties such as porosity, permeability, water salinity, fracture gradient, and pore pressure are considered as part of the review process. The goal is to ensure that the drilling plan has appropriately placed the casing points in competent formations, and determine which zones are acceptable to allow to remain open behind the casing string. The uncemented casing string allows the operator to reenter the wellbore and reclaim large portions of pipe when the well is eventually plugged. But this analysis cannot be completed until site specific information is provided in an APD and effects are reasonably foreseeable or even known.

BLM further protects usable water zones by ensuring that compatible drilling fluids are used (i.e. not allowing the use of oil-based mud in zones that are identified as having freshwater or usable water zones).

If the proposed parcels are leased, and the lessee submits an APD, the proposed well-bore and site-specific casing, cementing and mud program will be reviewed, and the proposal's adequacy in protecting and isolating usable waters and existing groundwater wells in the project area will be determined at that time as part of the APD review process. The operator is given the opportunity to correct any deficiencies that are found prior to approval, and if the operator cannot correct the deficiency, the APD is denied.

As part of the APD drilling plan, the operator is required to submit site specific information including geologic formations, casing weights and grades, casing depths, casing conditions, cement properties, cement volumes, expected pore pressures, planned mud weights and types, blowout prevention, and all testing that will be performed. The engineering and geologic review compares this data to ensure usable water zones are isolated from potential hydrocarbons and saline waters. Isolated does not necessarily mean the zone will be cemented behind pipe. Uncemented zones are still isolated as long as there is sufficient cement above and below the zone in the annular space of the wellbore. Casing is also a valid means of isolating formations when the bottom of the casing is cemented. Lastly, please refer to EA Appendix E for analysis on how the potential development of the nominated lease parcels may affect human health and safety as well as hazardous materials and waste.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

2. Impacts to Surface Water

The Protesting Party argues that hydraulic fracturing poses multiple risks of surface and groundwater contamination through spills, leaks, and improper waste management. Mechanical failures, operator errors, and leaking pits or tanks can release fracking fluids and wastewater into the environment. Documented incidents, including a California case in which unlined wastewater pits contaminated groundwater used for irrigating almond orchard, demonstrate how pollutants can migrate and cause long-term harm. In some regions, fracking occurs in the same formations as drinking water resources, creating additional risks of direct aquifer contamination. Environmental analyses must therefore disclose where such conditions exist.

Studies also show that commonly used setbacks may not adequately protect groundwater. Research from the University of Colorado Boulder found that several organic compounds used in fracking could persist at significant concentrations even 300 feet from the wellbore, the typical U.S. setback distance. Surface water is likewise vulnerable to contamination from stormwater runoff, chemical transport accidents, leaks, and pit liner failures. Fracking fluids, flowback, and produced water can contain volatile organic compounds,

carcinogens, salts, metals, and even radioactive materials, posing hazards to wildlife, agriculture, and human health.

The Protesting Party argues that additional risks arise from chemical storage, transportation, equipment failures, and on-site wastewater treatment systems. Large volumes of chemicals stored or used on-site may spill due to storms, earthquakes, or negligent practices. Transport accidents involving trucks or pipelines can introduce contaminants into surface waters, while produced water spills can have particularly long-lasting impacts because salts do not biodegrade. Given these documented hazards, environmental assessments should evaluate spill frequency, potential impacts, cumulative effects, and mitigation measures, including the disproportionate vulnerabilities faced by environmental justice communities in both rural and urban settings.

BLM Response:

While the act of leasing does not directly result in surface or subsurface disturbance activities, future projects could impact water resources on a short-term basis. The rights to use surface and groundwater, included short term allocations, are administered by the Nevada Division of Water Resources (NDWR) under the purview of the Nevada State Engineer (NSE). BLM would analyze water use in a project specific NEPA analysis once a specific project proposal is submitted.

The EA analyzes the potential risk of contamination related to well development. Additionally, the Hydraulic Fracturing Technology paper is included in the EA (Appendix G) and provides information on the potential impacts to usable water zones, potential sources of water for hydraulic fracturing, water availability in Nevada, geologic hazards, as well as public health and safety. The Hydraulic Fracturing Technology Paper includes a table (VII) with data, including water volume, from five wells that have undergone HF well stimulation in the state of Nevada. Please refer to EA Appendix E for additional analysis regarding Human Health and Safety and spill prevention.

Section 3.4.8 of the EA discusses the affected environment including water resources in the vicinity of the parcels in detail. Standard lease notice, NV L-00-A-LN, is attached to the proposed lease parcels for water resources, which alerts the lessee of the various Federal, State, and local water laws that apply. The standard water resources notice requires mitigation to avoid impacts to surface waters, playas, riparian areas, and springs. The BLM may move a proposed well up to 800 meters (43 CFR 3101.12) at its discretion to mitigate impacts, and the requirements of the Clean Water Act may necessitate relocating the well further. Additionally, the number of wells predicted under the RFDS assumptions in the RMP have not been exceeded. The combination of RMP stipulations, COAs, the BLM inspection program, federal and state laws, BLM policy, and the regulations in 43 CFR 3172 are adequate to prevent potential effects to surface and ground water.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

3. Impacts to Water Quantity

The Protesting Party states that Nevada's groundwater is essential to the state's people, agriculture, and biodiversity, making it one of Nevada's most valuable natural resources. Because of this importance, any federal action with the potential to affect groundwater quantity requires rigorous evaluation of possible impacts and the consequences if those impacts occur.

The Protesting Party argues that Nevada's water law promotes full allocation of water resources, which can put public-land-dependent water resources at risk; therefore, BLM cannot rely on state water law to assess the likelihood of groundwater impacts or over-appropriation. Instead, BLM must independently analyze all groundwater withdrawals associated with the proposed leases. The text argues that despite substantial technical information submitted during scoping and EA comment periods, BLM failed to incorporate that information and must fully assess effects to both groundwater and surface water, quantity and quality, resulting from fracking in the project area.

BLM Response:

Please refer to the above BLM responses to CBD's comments C1 and C-2. Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

D. The BLM failed to consider effects from habitat fragmentation, dust, and cumulative impacts to big game, sensitive species, and listed species.

The Protesting Party argues that BLM's analysis of the June 2026 Lease Sale parcels does not adequately evaluate how habitat fragmentation, dust, and cumulative impacts from other reasonably foreseeable development projects may affect big game, sensitive species, and proposed or listed species such as the monarch butterfly and Suckley's cuckoo bumblebee. Although the EA identifies numerous sensitive plant and animal species within the parcels, it offers only cursory statements about potential fragmentation without assessing the likelihood of mortality, extirpation, or broader population-level effects. The BLM similarly acknowledges potential dust impacts but does not quantify dust levels or analyze how deposition may harm plants and pollinators. Finally, BLM fails to consider cumulative impacts from ongoing regional development, which may threaten sensitive species' ability to maintain viable populations, contrary to NEPA's requirement for comprehensive impact analysis.

BLM Response:

The EA included an analysis of potential direct, indirect, and cumulative impacts for multiple resource issues analyzed in brief (see EA Appendix E) and analyzed in detail (see EA Section 3.4). Reasonably foreseeable future actions common to all issues are discussed in detail in EA Section 3.3, which includes the current and foreseeable future

actions in the analysis area and watershed. Generally, Section 4.1 of the EA discusses how the Proposed Action would comply with T&E species management guidelines outlined in applicable RMPs, 2007 Biological Assessment, and 2008 USFWS Biological Opinion, as well as FLPMA, NEPA, and ESA Section 7 consultation requirements. In addition, potential impacts to threatened or endangered species having the potential to occur within the nominated lease sale parcels are analyzed in 3.4.4, Threatened, Endangered, and Candidate Species. As described in this analysis, the BLM determined that site-specific analysis at the lease development stage, combined with STCs, COAs, lease notices, and stipulations applied to the nominated parcels are sufficient to prevent adverse effects to listed species. The BLM would initiate Section 7 consultation with the USFWS in compliance with the ESA if federally listed species are found to have a potential to be affected at the lease development stage, once a project proposal has been submitted.

There are no known federally threatened or endangered species within the proposed parcels. An IPaC report was run on January 5, 2026, and no species listed as Threatened or Endangered were reported. However, two insect species have been petitioned for listing. The monarch butterfly (Danaus plexippus) is proposed as threatened, and Suckley's cuckoo bumblebee (Bombus suckleyi) is proposed as endangered and may have potential to occur within the nominated parcels. Lease Notice HQ-TES-1, for threatened, endangered, and other special status species, has been added to all lands of all parcels and states that the BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that would contribute to a need to list such a species or their habitat.

The Nevada Department of Wildlife classifies habitats based on season of use. All of the nominated parcels contain year-round habitat for pronghorn antelope. One nominated parcel crosses crucial winter habitat for mule deer (NV-2026-06-7084), and stipulation NV-L-02-A-TL has been applied. Oil and Gas production may have adverse effects on big game species including loss of habitat from construction of roads and production facilities including usable habitat near roads, habitat fragmentation, increased noise and disturbance from human activities, and possible collisions causing direct mortality. General short term and long-term impacts of oil and gas to general wildlife species are discussed in the Ely RMP in Section 4.6 Fish and Wildlife on pages 4.6-14 – 4.6-15. Short term impacts analyzed in the Ely District RMP include vegetation loss, habitat fragmentation, wildlife displacement, and increased noise and human presence. Long term impacts analyzed in the Ely District RMP include irretrievable loss of habitat, change in vegetation composition, and habitat fragmentation and wildlife displacement. These impacts are analyzed in brief and not detail because of the notices and stipulations attached to parcels, which are intended to minimize impacts. Additional review will occur at such time as a development proposal is submitted and will consider resource conditions that may exist at that time. With the passage of the OBBBA, the BLM is prohibited from applying a stipulation to a lease unless the stipulation is specified in an existing applicable approved LUP.

Fugitive dust and air quality impacts are discussed and estimated in EA Section 3.4.1, and the Best Management Practices for dust abatement are included in the Air Resources section of Appendix D.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

E. The Lease Sale Violates the 2025 Greater sage-grouse Approved Resource Management Plan (Amended)

The Protesting Party argues that the BLM's NEPA obligations require a rigorous "hard look" at all direct, indirect, and cumulative impacts of proposed actions, including effects on greater sage-grouse habitat. CBD argues that the BLM has not met this standard. Although commenters have repeatedly raised concerns about habitat loss, fragmentation, and the limited efficacy of generic lease stipulations, BLM continues to rely on those stipulations without demonstrating, at the leasing stage, how parcel-level impacts will be minimized or mitigated. The 2015 and 2025 GRSG ARMPAs emphasize avoidance of surface disturbance and prioritizing development away from PHMA, GHMA, and OHMA, yet the EA does not show how leasing overlapping GHMA parcels complies with those requirements or meaningfully evaluates habitat connectivity, site fidelity, or the species' sensitivity to disturbance.

The Protesting Party further contends that BLM improperly deferred impact analysis and mitigation to uncertain future processes, contrary to NEPA's mandate that environmental consequences be evaluated before irretrievable commitments are made. The omission of previously disclosed "hard trigger" information, signifying acute population decline in an unidentified lek cluster, raises concerns that BLM has not transparently disclosed or addressed required adaptive management responses. Because meeting hard triggers requires immediate protective action, allowing lease sales to proceed without identifying the affected parcels or explaining mitigation would conflict with the ARMPA's conservation objectives.

Finally, the Protesting Party asserts that BLM's reliance on future drilling-stage mitigation is inadequate under cases like *Conner v. Burford*, since leasing itself limits the agency's ability to prohibit surface disturbance on non-NSO leases. Courts have affirmed that prioritization away from sage-grouse habitat is a distinct and necessary requirement, not satisfied by generic lease stipulations alone. Given these deficiencies, the argument concludes that proceeding with the lease sale would violate NEPA and the ARMPA, and that BLM should exercise its discretion to suspend the sale until it has fully addressed these shortcomings.

BLM Response:

The BLM completed the 2025 Greater Sage-grouse ARMPA and published Records of Decision for all involved states on December 22, 2025. Section 3.4.3 of the EA discusses which parcels overlap Habitat Management Areas (HMAs) according to the 2025 Nevada and Northeastern California Greater Sage-grouse ARMPA maps. Figures 3 and 4 in EA Appendix B contain maps of the sage-grouse HMAs overlaying the parcels. Parcel NV-2026-06-7092 contains approximately 30 acres of GHMA, and the winter habitat stipulation has been applied. The EA is in conformance with the 2025 GRSG ARMPA, including the allocations and management direction for HMAs in Table 1 of the ROD. Please refer to EA Appendix C (Lease Stipulations and Notices by Parcel) for the GRSG

winter habitat timing limit stipulation, as well as the exception, modification, and waiver language for parcels in GHMA.

The 2025 Greater Sage-grouse ARMPA does not contain any management direction regarding hard triggers, but if the area associated with the proposed development seeking an exception or modification (e.g., well pad, compressor station) is in an area in which one of the adaptive management thresholds has been activated (refer to Adaptive Management Section), no exceptions or modification would be considered until the causal factor analysis is completed. If the causal factor analysis concludes fluid minerals is or could contribute to the threshold being activated or not recovering, no exception or modification would be granted. If the analysis is inconclusive on cause, exceptions or modifications could be considered. Waivers are excluded from this consideration.

In addition to the changes in fluid mineral allocations and waivers, exceptions, and modifications, the over-arching fluid mineral objective no longer requires prioritization outside of PHMA and GHMA (*see* 2025 GRSG ARMPA ROD, page 12).

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

F. The Lease Sale Violates FLPMA and the MLA

The Protesting Party argues that the BLM failed to meaningfully consider its prior comments regarding violations of FLPMA and the MLA. Under FLPMA, BLM must provide opportunities for public involvement in land-use planning and must consider long-term ecological, cultural, and recreational values when managing public lands. While oil and gas development is a potential land use, FLPMA does not require that it be allowed, and BLM must prevent unnecessary or undue degradation by balancing development against competing environmental and cultural concerns.

To support this mandate, BLM's updated leasing regulations require the agency to apply leasing preference criteria, prioritizing parcels near existing development, with high development potential, and with minimal conflicts with wildlife, cultural resources, and recreation. However, in the Second Quarter Lease Sale, none of the nominated parcels were rated as "high preference." Instead, all parcels were classified as "low preference," meaning they would impair wildlife habitats or other important resource values. The Center argues that offering only "low preference" parcels contradicts the purpose of the regulations and FLPMA's protective requirements.

The Environmental Assessment's justification—that the parcels pose "low resource concerns" and that BLM retains discretion to offer them—fails, according to the Protesting Party, because it does not explain why "low preference" parcels are being offered or how doing so adheres to the MLA and FLPMA. The Center contends that BLM did not demonstrate that offering these parcels aligns with the preference criteria meant to avoid impairing ecological, cultural, or recreational resources. This lack of explanation renders the decision arbitrary and capricious under FLPMA, the MLA, and the Administrative Procedure Act.

BLM Response:

Generally, the need for the proposed action is established by the BLM's responsibility under the MLA, as amended, to make mineral resources, such as oil and gas, available for development. See EA Sections 1.2 and 1.4 for information regarding the BLM's requirements under MLA, FLPMA, and other statutes and regulations. The BLM prepares the EA as part of its lawful obligation to respond to EOIs by leasing federal oil and gas resources through a competitive leasing process.

The BLM evaluates the leasing preference of all nominated lease sale parcels in accordance with 43 C.F.R. § 3120.32, Expression of interest leasing preference. Given the June 2026 parcels' conformance with their underlying RMPs, low resource concerns, and protections offered through stipulations and COAs, the BLM chose to move them forward with leasing. The Protesting Party does not identify any specific resource concerns with any particular parcel that warrant deferral.

Ultimately, the BLM has discretion to offer or defer any parcel during any sale. The MLA allows discretion in that "[a]ll lands subject to disposition . . . which are known or believed to contain oil or gas deposits may be leased by the Secretary." 30 U.S.C. § 226(a). The Proposed Action is the sale of all leases. A No Action Alternative was considered that would not approve sale of any leases. Based on the analysis in the EA, the decision-maker has the option of approving the sale of all, some, or none of the leases. The BLM decision-maker therefore has the option of deferring leasing on these parcels.

The level of environmental analysis conducted by the BLM for the June 2026 Lease Sale is consistent with the purpose and requirements of NEPA. See Dakota Res. Council v. United States DOI, No. 22-cv-1853 (CRC), (D.D.C. Mar. 22, 2024). The Supreme Court has not only recognized the limits of the scope of impacts that the government must analyze under NEPA but has reemphasized the principle of "substantial judicial deference" when reviewing the government's NEPA documentation generally. Seven Cty. Infrastructure Coal. v. Eagle Cty., 145 S. Ct. 1497, 1512 (2025).

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

G. BLM Failed to Analyze a Reasonable Set of Alternatives

The Protesting Party argues that BLM failed to include a reasonable range of alternatives in the EA, analyzing only the proposed action and the no-action alternative. Under NEPA and relevant Ninth Circuit precedent, agencies must evaluate a feasible range of alternatives that align with the project's purpose and need, taking a "hard look" to support informed decision-making and public participation.

The Protesting Party argues the courts have emphasized that the scope of alternatives depends on the agency's stated purpose and need, and broader statements require a correspondingly broader set of alternatives. BLM's own NEPA Handbook directs agencies to consider reasonable options between the extremes, regardless of whether the project proponent prefers them. However, the Center acknowledges that the OBBBA may constrain BLM's ability to defer nominated parcels by requiring that at least 50 percent of

available, nominated parcels be offered in a lease sale, potentially narrowing the universe of reasonable alternatives.

BLM Response:

The BLM considers this comment non-substantive to the extent it seeks to interpret legal authorities that are the best evidence of their contents.

The decision under review is whether to make available for lease the nominated lease parcels with or without constraints, in the form of lease stipulations, as provided for in the approved land use plan (see EA Section 1.3). Therefore, the suggestion that the BLM must analyze more than just two "polar opposite" alternatives is outside the scope of the decision under review.

NEPA directs the BLM to "study, develop, and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources." 42 U.S.C. 4332(E). Additionally, the U.S. Department of the Interior Handbook of NEPA Implementing Procedures (516 DM 1) directs the BLM to evaluate the Proposed Action, the No Action Alternative as a baseline, and other "Reasonable Alternatives" that meet the BLM's purpose and need and are within the BLM's authority. The BLM is not required to evaluate alternatives that do not meet the BLM's purpose and need, are not within the BLM's discretion, or which are precluded by law. Further, Section 321 of the Fiscal Responsibility Act of 2023 amended NEPA to narrow the reasonable range of alternatives to those "that are technically and economically feasible and meet the purpose and need of the proposal." The suggested alternatives constitute an oil and gas program regulatory or policy preference rather than an alternative appropriate for consideration for the lease sale. Additionally, the commenter does not identify what, if any, unresolved resource conflict associated with the lease sale would be resolved by consideration of this alternative.

Please refer to the below BLM responses to the Protesting Party's comments G-1 and G-2 regarding the OBBBA.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

1. **The One Big Beautiful Bill Act (OBBBA)**

   The Protesting Party argues that the OBBBA (Pub. L. No. 119-21) significantly restricts BLM's ability to add lease-specific protective stipulations during oil and gas leasing. Because leases must now align strictly with existing RMPs and no new mitigation measures can be added at the sale stage, RMPs become the exclusive source of enforceable protections. This eliminates a long-standing safety valve in which BLM used NEPA review to tailor stipulations to address site-specific resource conflicts.

   The Protesting Party alleges that given this shift, existing RMPs, many developed under assumptions that BLM could later impose additional mitigation, may no longer provide a legally sufficient foundation for leasing under FLPMA and

NEPA. To avoid arbitrary and capricious decision-making, BLM must revisit and update applicable RMPs so they fully incorporate necessary protective measures before leasing proceeds. While OBBBA allows RMP amendments to occur without automatically delaying leasing, it does not authorize relying on outdated or inadequate plans that cannot support lawful leasing decisions.

BLM Response:

The OBBBA amendments to the MLA have not changed the BLM's practice of applying stipulations established by the RMPs and they do not alter the BLM's duties under NEPA to take a hard look at potential impacts prior to leasing, the BLM's obligation under FLPMA to prevent unnecessary or undue degradation, or the BLM's long-standing authority to impose COAs, best management practices (BMPs), and other requirements at the APD stage, where the MLA and current regulations continue to provide discretion. Contrary to the Protesting Party's assertions, even prior to the OBBBA, the BLM applied stipulations contained in the applicable RMP(s) and did not develop new stipulations at the leasing stage.

The BLM evaluates and amends or revises its LUPs in response to changing conditions and demands on public lands. While the BLM revises or amends an existing LUP, the existing plan decisions remain in effect, which is consistent with the OBBBA. The OBBBA states that the initiation of an amendment to an approved resource management plan shall not prevent or delay the Secretary from making the applicable parcel of land available for leasing in accordance with that approved resource management plan. To the extent this comment requests additional legal interpretation of the OBBBA by the BLM, it is outside the scope of this EA.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

2. The OBBBA May Have Limited BLM's Ability to Defer Parcels

The Protesting Party argues that OBBBA section 50101(c)(2)(A) can be interpreted to require the BLM to offer at least 50 percent of nominated parcels for leasing. If that interpretation is correct, then any alternative analyzing less than 50 percent would be invalid, meaning BLM must consider intermediate, middle-ground alternatives between offering half or all parcels. However, the Leasing EA evaluates only the no-action alternative and a RFDS, which is not a genuine alternative under NEPA. Because the EA lacks a range of viable alternatives that meaningfully examine potential impacts and ways to meet project objectives, it fails to satisfy NEPA's "hard look" requirement.

The Protesting Party further argues that BLM's claim that it need not analyze more than two "polar opposite" alternatives is legally incorrect. Courts have found that considering only all-or-nothing approaches is unlawful under NEPA. By omitting reasonable intermediate options, such as applying No Surface Occupancy (NSO) stipulations, removing parcels near lek clusters or sensitive habitat, or imposing protective stipulations, BLM failed to assess alternatives that

could reduce environmental impacts while partially meeting project goals. As a result, the decision-making process is characterized as arbitrary and capricious.

BLM Response:

Under the MLA, which was amended in July 2025 following the enactment of the OBBBA (Public Law 119-21) (2025), all lands subject to disposition which are known or believed to contain oil or gas deposits shall be made available for leasing if the Secretary determines that the parcel of land is open to oil or gas leasing under the approved RMP applicable to the planning area that is in effect on the date on which the EOI is submitted. 30 U.S.C. § 226(a). In addition, the MLA specifies that oil and gas lease parcels are subject to the terms and conditions of the approved RMP that is in effect at the time a parcel's EOI is submitted. To the extent this comment requests additional legal interpretation of the OBBBA by the BLM, it is outside the scope of this EA.

None of the proposed lease sale parcels for the June 2026 Sale have been found to have any unresolved resource conflicts that would require deferment and subsequent further analysis, nor has the Protesting Party raised any specific parcel resource concerns that would require deferment.

Accordingly, this protest issue has been considered, found to be without merit, and is dismissed.

DECISION

After careful review, the BLM determined that the protest of the four Sale parcels, EA, and FONSI is dismissed for the reasons discussed above, and four parcels will be offered for sale on June 23, 2026.

APPEAL INFORMATION

This decision may be appealed to the Interior Board of Land Appeals (IBLA), Office of Hearings and Appeals, in accordance with the regulations contained in 43 CFR Part 4. The notice of appeal must be filed no later than 30 days after the date of receiving notice of this decision. Any notice of appeal must be filed with the IBLA and must include a copy of the decision being appealed, a statement of standing, and a statement of timeliness.

If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must show sufficient justification based on the following criteria at 43 CFR 4.405(b).

The appellant must serve a copy of the notice of appeal and any accompanying documents on the office of the officer who made the decision, each person or entity named in the decision, and the appropriate Office of the Solicitor at the time of filing with IBLA (see 43 CFR 4.403(b); 4.407(b)). Parties must serve the Office of the Solicitor at the address shown on Form 1842-1. Service on a party known to be represented by an attorney or other designated representative must be made on the representative. If a statement of reasons for the appeal is not included with the notice of appeal, it must be filed within 30 days after the record on appeal is filed with the

IBLA. Failure to file a statement of reasons within the time required will subject the challenged decision to summary affirmance (see 43 CFR 4.412(a)).

If you have any questions regarding this decision, please contact Alex Jensen, Chief, Fluid Minerals Branch, Division of Energy and Minerals, at (775) 861-6564.

LACY TRAPP
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Date: 2026.06.22 13:32:43 -07'00'

Lacy Trapp
Acting Deputy State Director
Division of Energy and Minerals
Bureau of Land Management - Nevada

Enclosure:
1- Form 1842-001

cc (electronic):
WO310
NVL0000
NVL0100
NVL0200
NV0920 (L. Trapp)
NV0922 (A. Jensen, F. Kaminer, H. Dargert, J. Estrella, M. Elganzoory)

bcc: Kathryn Brinton, Office of the Solicitor, Pacific Southwest Region,
2800 Cottage Way, Room E-1712, Sacramento, California, 95825
Lease Sale Book June 2026
Reading File: NV-922