Natural Resources Defense Council – The Wilderness Society

August 12, 2026

Lacy Trapp
Deputy State Director of Energy and Minerals (Acting)
Nevada State Office
Bureau of Land Management
1340 Financial Boulevard
Reno, NV 89502-7147

Submitted by U.S. Mail

Re: Protest of the Nevada September 2026 Oil and Gas Lease Sale
NEPA Number: DOI-BLM-NV-E020-2026-0008-EA

The Natural Resources Defense Council and The Wilderness Society submit the following protest for all 14 parcels, as listed below, included in the Bureau of Land Management (BLM) Nevada Third Quarter September 2026 Oil & Gas Lease Sale, NEPA Number: DOI-BLM-NV-E020-2026-0008-EA ("lease sale").

On May 12, 2026, the BLM Elko District Office released the Draft Environmental Assessment (May EA) for the September 2026 Oil and Gas Lease Sale[1] and the Unsigned Finding of No Significant Impact (FONSI).[2] On July 17, 2026, the Nevada State Office issued a new version of the Draft EA (EA),[3] a Draft FONSI, and the Notice of Competitive Oil and Gas Internet Lease Sale ("Lease Sale Notice"),[4] offering 14 parcels containing 20,600.11 acres. For the reasons stated herein, our organizations protest the entire lease sale—all 14 parcels being offered--as identified by the parcel numbers listed below.

This protest is filed on behalf of the above-listed organizations. Contact information for each organization filing this protest is as follows:

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[1] BLM Elko District Office, Elko District September 2026 Oil and Gas Lease Sale, Draft Environmental Assessment, DOI-BLM-NV-E020-2026-0008-EA (May 2026).
[2] BLM Elko District Office, Finding of No Significant Impact For the Elko District September 2026 Oil and Gas Lease Sale, DOI-BLM-NV-E020-2026-0008-EA (May 2026).
[3] BLM Elko District Office, Elko District September 2026 Oil and Gas Lease Sale, Draft Environmental Assessment, DOI-BLM-NV-E020-2026-0008-EA (July 2026).
[4] BLM Nevada State Office, Notice of Competitive Oil and Gas Internet Lease Sale (July 17, 2026).

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I, Amy Mall, have been authorized to file this protest on behalf of the above-listed organizations.

INTERESTS OF THE PROTESTING PARTIES

Both of our organizations have a long-standing interest in the management of BLM lands in Nevada and engage frequently in the decision-making processes for land use planning and project proposals that could potentially affect our public lands and mineral estate, including the oil and gas leasing process and associated lease sales. Our members and staff visit public lands and enjoy myriad recreational, scientific, and other opportunities on BLM-managed public lands, including hiking, biking, camping, nature-viewing, photography, fishing, hunting, and quiet contemplation in the solitude offered by wild places. Our missions include our work for the protection and enjoyment of public lands for and by our members and the public.

The Natural Resources Defense Council (NRDC) is a national non-profit membership organization with more than 550,000 members and activists nationwide, including more than 3,000 in Nevada. NRDC works to safeguard the earth—its people, its plants and animals, and the natural systems on which all life depends. NRDC has a longstanding interest in the management of public lands throughout the United States and in ensuring that fossil fuel development decisions are based on sound science, robust environmental review, and responsible public land management.

The Wilderness Society (TWS) is a national non-profit membership organization that works to unite people to protect America's wild places. Founded in 1935, TWS is headquartered in Washington, D.C., with offices throughout the country. TWS aims to transform federal land management to prioritize climate resilience and biodiversity protection and help develop and advance policies for just and equitable public land conservation on behalf of all people. In working toward this mission, TWS elevates the voices of communities that might otherwise be unable to engage in federal processes affecting public lands and waters. For years, TWS has advocated for reform of BLM's oil and gas leasing program. TWS has used in-house science, policy, and legal expertise to comment on and engage in the oil and gas leasing process.

We are protesting the following 14 parcels:

NV-2026-09-2378
NV-2026-09-7097
NV-2026-09-7101
NV-2026-09-7106
NV-2026-09-7107

NV-2026-09-7109
NV-2026-09-7110
NV-2026-09-7111
NV-2026-09-7113
NV-2026-09-7114
NV-2026-09-7116
NV-2026-09-7117
NV-2026-09-7118
NV-2026-09-7119

Serial numbers: The Lease Sale Notice states that "A protest must state the interest of the protesting party in the matter, including the name and address of the protesting party, **and reference the specific serial number that is being protested.**"[5] However, the Lease Sale Notice does not include any serial numbers. According to the BLM, "For protests related to competitive oil and gas lease sales, please reference the parcel number as listed in the parcel notice, since no separate serial number is assigned until after the parcel is sold and a lease is issued. When submitting your protest, use the parcel number provided in the sale notice."[6] Therefore, this protest is unable to and does not include serial numbers of the parcels being protested, but includes parcel numbers.

STATEMENT OF REASONS TO SUPPORT THE PROTEST OF THE BLM NEVADA SEPTEMBER 2026 COMPETITIVE OIL AND GAS LEASE SALE PARCELS

I. The BLM failed to ensure that the proposed leasing complies with the Federal Land Policy and Management Act or the National Environmental Policy Act.

A. The BLM may not rely on the 1987 Elko or 1986 Shoshone-Eureka Resource Management Plans or related EISs or RODs for this leasing proposal.

Under the Federal Land Policy and Management Act (FLPMA), the Secretary of the Interior shall revise land use plans "as appropriate."[7] BLM states that "Where changing conditions (such as the federal listing of a wildlife or plant species as threatened or endangered) and/or demands on the public lands have resulted in the need to update management decisions in an RMP, the BLM may either revise or amend the RMP to bring it into conformance with these changing conditions" and that RMPs are in effect for a time period of "generally 10-15 years."[8] Under the National Environmental Policy Act (NEPA), if an RMP is more than five years old, the BLM must reevaluate and confirm that the analysis and any underlying assumptions remain valid.[9]

[5] United States Department of the Interior, Bureau of Land Management, Nevada State Office, Notice of Competitive Oil and Gas Internet Lease Sale, July 17, 2026, p. 10.
[6] Email from Jonathan Estrella, Supervisory Land Law Examiner, Branch of Minerals Resources – Fluids, Nevada State Office, Bureau of Land Management, to Amy Mall, NRDC, August 6, 2026.
[7] 43 USC § 1712(a)
[8] BLM National NEPA Register, "Frequently Asked Questions," available at: https://eplanning.blm.gov/FAQs/?id=4ed0c37b-a7f2-f011-8407-001dd80c29f3&spid=a7bd0743-a8f2-f011-8407-001dd806295a
[9] 42 U.S.C. § 4336b

According to the BLM, "The Proposed Action is in conformance with the 1987 Elko RMP and Record of Decision (ROD) (Elko RMP) and 1986 Shoshone-Eureka RMP and ROD, as amended (SERA RMP), and the 2025 Greater Sage-Grouse (GRSG) Rangewide Planning: Approved Resource Management Plan Amendment for Nevada and Northeastern California (2025 ARMPA) (BLM, 2025)."[10] Aside from GRSG planning, the relevant plans are therefore 39 and 40 years old, respectively. There has been considerable new information, changed conditions, and new demands on lands in this area since that time. A Resource Management Plan (RMP) can no longer support a new leasing decision if there is important new data, policies, or changed circumstances that were not considered when it was approved.[11] In this case, there are all three. The problem here is not simply that the relevant RMPs are old, but also that they do not provide an adequate basis for current leasing decisions.

Therefore, before issuing leases pursuant to an RMP, the agency must determine if the applicable RMP is up-to-date and if the underlying environmental analysis will support a contemporary leasing decision. There is no evidence that the BLM conducted such an evaluation. The EA does not include any consideration of whether the Environmental Impact Statements associated with the RMPs analyzed leasing or development across the same lands, at a scale comparable to the present proposal, or using the type, location, and extent of development now possible. The EA did not consider how the EIS documents associated with the RMPs looked at big game habitat, Solar PEIS conflicts, or geothermal-related conflicts. The EA does not consider whether the stipulations are sufficient to avoid effects that were not analyzed in either of the RMP EIS documents.

The oil and gas industry has dramatically changed over the last 40 years. The technology used by the industry to explore for and extract mineral resources is completely different, as are the scale and impacts of these technologies, such as modern hydraulic fracturing and horizontal drilling. Scientific research and knowledge about the impacts of modern technologies is vastly evolved, including: the quantity and constituents of air pollution; the potential for water quality and quantity impacts, including impacts on sources of drinking water; the negative health outcomes of living near oil and gas development, particularly for babies and children; the volume of waste, toxicity, radioactive components, and lack of adequate options for waste management; impacts to wildlife and their habitat and migration routes; and more.

An example of the changes in scientific knowledge not reflected in the existing RMPs is the current body of research on health impacts from oil and gas development. Since the 1980s, dozens of published, peer-reviewed scientific studies have found statistically significant adverse health outcomes for babies born to mothers living close to oil and gas operations during pregnancy. These risks include preterm births, low birth weight, small size for gestational age, decreased "infant health index" scores, birth defects (including heart defects and neural tube defects of the brain, spine, or spinal cord), and increased risk of infant mortality. Studies have found that the risk of these development health effects is elevated in babies that live as far as 10 miles from oil and gas activities. Health risks increase with proximity to oil and gas operations and have been shown to increase further with oil and gas well density and production intensity.

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[10] EA, p.9.

[11] H-1601-1 — Land Use Planning Handbook, Section VII.C, Determining When it is Necessary to Revise an RMP at 34–35 (Mar. 11, 2005); 43 C.F.R. § 1610.5-6.

Scientists have also found health problems in children from exposure to oil and gas drilling sites and activities, including elevated risks of childhood cancers such as acute lymphocytic leukemia (up to eight miles from drilling sites), acute lymphoblastic leukemia, and childhood lymphoma. In addition to cancer, children show an increase in asthma severity, including higher rates of pediatric hospitalizations to manage asthma attacks. Adult health threats include elevated risk of heart attacks and cardiovascular and respiratory disease.[12]

In the July EA, the BLM states that it ".... has reviewed the applicable RMPs and determined that they remain valid and appropriate for guiding leasing decisions. Where new resource data, policy updates, or changed circumstances have emerged, the BLM has considered such information through lease parcels reviews and NEPA documentation."[13] However, the BLM provides no evidence that it has done so. Saying the RMPs are adequate does not make them so. It is clear that the world, including the oil and gas industry and our knowledge about its technologies and impacts, has changed since the 1980s. Ultimately, the 1987 Elko RMP and the 1986 Shoshone-Eureka RMP are too old, too stale, and completely inadequate to serve as the basis for any decision-making related to industrial activities with such significant and varied harmful impacts. They no longer reflect current conditions. The BLM cannot rely on the current RMPs for this leasing decision and must revise the applicable RMPs before conducting any additional oil and gas leasing to ensure protection from the current impacts of oil and gas development for local communities, wildlife habitat, clean air and clean water, and more.

B. The proposed leasing is not consistent with FLPMA's multiple use and sustained yield mandates.

Under FLPMA, the BLM must manage public lands according to "multiple use" and "sustained yield"[14] and "in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resources, and archeological values; that will preserve and protect certain public lands in their natural condition; [and] that will provide food and habitat for fish and wildlife and domestic animals."[15] The multiple use mandate obligates the agency to make the "most judicious use" of public lands and their resources to "best meet the present and future needs of the American people."[16] This requires taking "into account the long-term needs of future generations" and ensuring "harmonious and coordinated management of the various resources without permanent impairment of the productivity of the land and the quality of the environment."[17]

Sustained yield mandates "achiev[ing] and maint[aining] in perpetuity . . . a high-level annual or regular periodic output of the various renewable resources of the public lands consistent with

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[12] California Oil and Gas Public Health Rulemaking Scientific Advisory Panel, Public Health Dimensions of Upstream Oil and Gas Development in California: Scientific Analysis and Synthesis to Inform Science-Policy Decision Making, June 21, 2024,
https://www.conservation.ca.gov/calgem/Documents/Public%20Health%20Panel%20Final%20Report_20240621.pdf

[13] EA, pa. H-85.

[14] 43 U.S.C. § 1712(c)(1)

[15] 43 U.S.C. §§ 1701(a)(7) & (8), 1712(c)(1), 1732(a)

[16] Id. § 1702(c)

[17] Id.

multiple use."[18] "It is past doubt that the principle of multiple use does not require BLM to prioritize development over other uses. . . . Development is a *possible* use, which BLM must weigh against other possible uses—including conservation to protect environmental values...."[19] FLPMA also requires the BLM to "take any action necessary to prevent unnecessary and undue degradation of the lands."[20]

i. The RMPs are not consistent with FLPMA's multiple use or sustained yield mandates.

BLM states that RMPs "ensure that public lands are managed under the principles of multiple use and sustained yield."[21] As described in the previous section, the current RMPs are not adequate for this leasing decision. They do not reflect all of the new information, changed conditions, and new demands on lands in this area. Therefore, they cannot ensure that public lands are managed consistent with FLPMA's multiple use or sustained yield mandates.

ii. Leasing parcels with no or low development potential does not comply with FLPMA's multiple use or sustained yield mandates.

Leasing lands with no or low potential for oil and gas development, as BLM is proposing in this lease sale, violates FLPMA's multiple use mandate. According to the Energy Information Administration (EIA), "Nevada does not have any significant crude oil, natural gas, or coal reserves."[22] As we stated in our comments on the BLM's Draft Environmental Assessment (EA), there is real-world evidence to back up this analysis. Within 40 miles of the parcels proposed for sale in Q3 2026 there are 96 authorized federal oil and gas leases. Of those 96 leases, 92 are non-producing. Of the 4 leases that are held by production, the effective date for two of them is in the 1970s and for the other two it is 2018.[23] Those four are the only producing wells in that region as of July, 2025. There are no producing wells on non-federal minerals in the area.[24]

While exploration has taken place in the region, it has not led to any production. According to the BLM itself, "Within the last five years, only a single oil and gas well has been drilled in Elko District, with one additional well currently in permitting" and, since the 1950s, "There have been over 70 recorded exploration wells for oil and gas within the Elko District." Relatively recently, in 2013, two exploration wells were drilled and then plugged and abandoned, and the associated lease was allowed to lapse. The EA states that "In recent years, exploration has slowed due to cyclical commodity prices, environmental regulation uncertainty, and a lack of exploration

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[18] Id. § 1702(h)
[19] *New Mexico ex rel. Richardson v. BLM*, 565 F.3d 683, 710 (10th Cir. 2009) (emphasis in original).
[20] 43 U.S.C. § 1732(b)
[21] BLM National NEPA Register, "Frequently Asked Questions," available at: https://eplanning.blm.gov/FAQs/?id=4ed0c37b-a7f2-f011-8407-001dd80c29f3&spid=a7bd0743-a8f2-f011-8407-001dd806295a
[22] U.S. Energy Information Administration, Nevada: Analysis, June 20, 2025, available at: https://www.eia.gov/states/NV/analysis
[23] BLM, Mineral and Land Records System (MLRS) GIS data available through ArcGIS Online, last checked May 29, 2026.
[24] Nevada Division of Minerals, Open Data Site, last updated July 22, 2025.

success."[25] This absence of commercial development underscores the area's lack of oil and gas development potential.

The BLM itself states that, for the purpose of analysis of how this project could affect potential and occupied habitat for BLM special status species (including Threatened, Endangered, and Candidate), ".... the assumption is made that one or two wells would be drilled as a result of the Proposed Action over the 10-year lease term and that none of those wells would go into production.[26] The EA also states that, over a 15-year period, geophysical exploration would disturb an average of 110 miles and 182 acres per year, which adds up to 1,650 miles and 2,730 acres, and would result in 80 exploration wells and access roads totaling 600 acres of disturbance.[27]

Offering parcels in low potential lands can lead to considerable negative impacts on the land even if widespread production does not take place. Leasing these lands precludes management for other uses. It can also lead to unjustified negative impacts, for example, surface impacts from the exploration process. BLM regulations state that the agency will preference lands with "high potential" for oil and gas development.[28] The BLM must therefore designate areas with low oil and gas development potential as low preference for leasing and ultimately must defer such parcels.

C. The applicable RMPs do not ensure compliance with FLPMA's statutory obligations for big game species.

The Draft EA states: "Oil and Gas production is likely to 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."[29] Yet all 14 parcels proposed for oil and gas development contain important big game habitat.[30]

The 1986 Shoshone-Eureka Record of Decision states that the BLM will "Manage wildlife habitat to provide for present numbers of big game animals in the short-term and for reasonable numbers in the long-term."[31] The 1987 Elko RMP states oil and gas leasing will be: "Subject to seasonal restriction," to "Protect crucial deer winter range, crucial antelope yearlong habitat, and sage grouse brood rearing areas."[32] While all 14 parcels contain important big game habitat, however, the Lease Sale Notice adds one or more stipulations for only six of them. All 14 parcels have some form of pronghorn habitat, but only one parcel has a stipulation related to pronghorn.

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[25] BLM, Elko District September 2026 Oil and Gas Lease Sale, Draft Environmental Assessment, DOI-BLM-NV-E020-2026-0008-EA (EA), May 2026, p. 16.
[26] Ibid, p.40.
[27] Ibid, p. 21.
[28] 43 C.F.R. § 3120.32(e)c
[29] EA, pp. 44-45
[30] Nevada Department of Wildlife, State Wildlife Action Plan Habitats, Habitat Data Viewer, last checked May 29, 2026, available at: https://experience.arcgis.com/experience/8ac2c40360e7477bbfef2dc739da7d3c/page/Habitat-Data-Viewer/
[31] BLM, Shoshone-Eureka Resource Area Record of Decision, Battle Mountain District, p. 9, March 10, 1986.
[32] BLM, Elko Resource Management Plan Record of Decision, 1987, p.37.

There are no stipulations for elk in the one parcel that provides elk habitat. In addition, the stipulations are subject to exceptions. In addition, since the RMPs are significantly outdated, there is no way for the public to know if the maps of range and habitat are still valid and will achieve protective goals.

FLPMA's sustained yield and unnecessary and undue degradation requirements apply at each stage of the BLM's oil and gas management process.[33] Regulations direct the agency to preference "lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors."[34] Additionally, as discussed below, the agency is obligated to consider parcels for deferral and to defer or remove them from sale where leasing would impair big game habitat pursuant to its obligations under FLPMA, the Mineral Leasing Act (MLA), and BLM's oil and gas regulations in the Fluid Mineral Leases and Leasing Process Rule ("Leasing Rule").[35]

Therefore, we protest the following 14 parcels to comply with statutory obligations regarding big game:

NV-2026-09-2378: Mule deer winter range and pronghorn year-round habitat
NV-2026-09-7097: Pronghorn year-round habitat
NV-2026-09-7101: Mule deer winter range and pronghorn year-round habitat
NV-2026-09-7106: Pronghorn year-round habitat
NV-2026-09-7107: Mule deer summer range, pronghorn summer range, elk limited use
NV-2026-09-7109: Pronghorn year-round habitat
NV-2026-09-7110: Pronghorn year-round habitat
NV-2026-09-7111: Pronghorn year-round habitat
NV-2026-09-7113: Pronghorn year-round habitat
NV-2026-09-7114: Pronghorn year-round habitat
NV-2026-09-7116: Mule deer winter and summer range, pronghorn year-round habitat
NV-2026-09-7117: Mule deer winter range, pronghorn year-round habitat
NV-2026-09-7118: Pronghorn year-round habitat
NV-2026-09-7119: Mule deer winter range, pronghorn year-round habitat

II. The proposed lease sales are not consistent with the Mineral Leasing Act.

A. The BLM is not authorized to lease the nominated parcels because they are not known or believed to contain oil and gas deposits.

The Mineral Leasing Act (MLA) authorizes the Secretary of the Interior to make available for leasing "Any parcel of land subject to disposition under this chapter that is known or believed to contain oil or gas deposits ...."[36] Yet there is no publicly available evidence that the parcels nominated for this lease sale are known to contain oil or gas deposits or that they are reasonably believed to contain such deposits. The EA does not explain how BLM determined that the

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[33] *See*, e.g., 40 C.F.R. § 3120.32 (requiring the BLM to address substantive FLPMA obligations in determining whether to offer lands for lease).
[34] 43 C.F.R. § 3120.32(b)
[35] 89 FR 30916 (4/23/2025)
[36] 30 USC 226(a)(1)

nominated parcels satisfy that threshold requirement, nor do they identify the evidence supporting such a determination. To the contrary, as stated above, according to EIA, "Nevada does not have any significant crude oil, natural gas, or coal reserves" and only a small minority (4%) of wells drilled in the area have produced oil or gas.

This lack of demonstrated development potential weighs against leasing where the nominated parcels also contain substantial competing conservation, recreation, cultural, or renewable-energy values. The BLM has not demonstrated why leasing these particular parcels represents the best use of these public lands. As discussed in this protest, numerous parcels overlap big game habitat, sage grouse habitat, and lands identified through the Solar Programmatic Environmental Impact Statement as appropriate for renewable energy development or excluded because of important resource values.

B. The BLM is not authorized to lease the nominated parcels because they are rated as low for leasing preference.

The Fluid Mineral Leases and Leasing Process Rule ("Leasing Rule") codifies five leasing preference criteria and directs the BLM to consider them when evaluating lands to be offered for oil and gas leasing.[37] The BLM reiterated these preference criteria in the EA.[38] Pursuant to its regulations, the agency must preference "lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors."[39] As explained in the Leasing Rule's preamble, "[t]he preference criteria . . . were proposed consistent with the MLA to direct the BLM's administrative resources to leasing tracts most likely to be developed, to reduce conflicts between oil and gas development and other public land uses that were not resolved in the resource management plans, and to 'take[ ] into account the long-term needs of future generations for renewable and nonrenewable resources."[40]

Moreover, the agency explained that it "will apply the criteria . . . consistent with the BLM's existing policy and implementation of IM 2023–007, *Evaluating Competitive Oil and Gas Lease Sale Parcels for Future Lease Sales*." Although that IM and associated attachment have been rescinded, the Leasing Rule's requirement that the BLM apply the preference criteria consistent with the principles in the IM remains. Those principles direct deferral of parcels with identified conflicts with the criteria.

In the case of the parcels being protested here, the criteria indicate that these parcels should be of the lowest consideration for oil and gas development. First, there is hardly any proximity to existing oil and gas development and there are no lands upon which a prudent operator would seek to expand existing operations. Second, there is the presence of important fish and wildlife habitats and development would impair the proper functioning of such habitats. Third, there is the presence of recreation and other important uses. Fourth, there is not considered to be any potential for oil and gas development.

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[37] 43 CFR Parts 3000, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, and 3180
[38] EA, p. G-1.
[39] 43 C.F.R. § 3120.32(b)
[40] 89 Fed. Reg. 30,916, 30,919 (Apr. 23, 2024) (quoting 43 U.S.C. §1702)

Regarding the Reasonably Foreseeable Future Development Scenario (RFDS), the EA states: "The assumptions for geophysical exploration used for the preparation of this reasonably foreseeable development scenario are based on the actual geophysical exploration activities in Railroad Valley between 1954 and 1989, and in the Elko District between October 1, 1979, and January 29, 1991." The BLM also states: "The last geophysical survey for oil and gas was in 2013 when one company conducted approximately 500 miles of seismic lines."[41] Given all of the technological advances in oil and gas exploration since 1991—35 years ago, no reasonable person would believe this RFDS can be used to justify a preference for leasing. In the EA, the BLM rates all 14 parcels included in this protest as "Low" for leasing preference, but nevertheless moves all parcels forward for leasing. Instead, the BLM must defer these parcels because they are rated low for leasing preference.

C. The BLM has the authority to defer lease parcels and must evaluate deferral of lease parcels proposed for this sale.

In order to comply with FLPMA's resource conservation mandates, the BLM must analyze the deferral of lease parcels and defer parcels where conflicts with other uses exist. Accordingly, under the MLA, the BLM has traditionally exercised broad discretion over whether to lease lands for oil and gas development as well as over the conditions under which leasing occurs.[42] While the MLA provides for quarterly lease sales in each state "where eligible lands are available," the courts have made clear that this language does not reduce the BLM's discretion, because (among other reasons) lands are not "available" for leasing under the MLA until all statutory requirements are met and legal reviews are complete.[43]

Moreover, the MLA itself requires that the agency "regulate all surface-disturbing activities conducted pursuant to any lease . . . in the interest of conservation of surface resources," that it lease lands for oil and gas development only in the public interest, and that it include in each lease provisions to ensure "the safeguarding of the public welfare."[44]

The Draft EA states: "The AO has the authority to defer parcels based on the analysis of potential effects presented in this EA."[45] In a second location, it states: "Under the Proposed Action, the BLM AO also has the authority to selectively offer for lease and subsequently issue leases, or to

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[41] EA, p.14.

[42] *See Udall v. Tallman*, 380 U.S. 1, 4 (1965) ("The Mineral Leasing Act of 1920 . . . left the Secretary discretion to refuse to issue any lease at all on a given tract."); *United States ex rel. McLennan v. Wilbur*, 283 U.S. 414, 419 (1931) (ruling that the Interior Secretary possesses "general powers over the public lands as guardian of the people," which include the authority to deny oil and gas lease applications); *Mont. Wildlife Fed'n v. Haaland*, 127 F.4th 1, 44–45 (9th Cir. 2025) ("We note that there is no doubt that the government has the authority affirmatively to determine which parcels shall be offered for oil and gas leasing . . . ."); *Bob Marshall All. v. Hodel*, 852 F.2d 1223, 1230 (9th Cir. 1988) ("[T]he Mineral Leasing Act gives the Interior Secretary discretion to determine which lands are to be leased under the statute. . . . Thus refusing to issue the . . . leases . . . would constitute a legitimate exercise of the discretion granted to the Interior Secretary under that statute.").

[43] *See*, e.g., *W. Energy All. v. Biden*, No. 21-CV-13-SWS, 2022 WL 18587039, *9 (D. Wyo. Sept. 2, 2022).

[44] 30 U.S.C. §§ 187, 192, 226(g); see also *Powder River Basin Res. Council v. U.S. DOI*, No. 22-CV-2696 (TSC), 2026 WL 555013, at *5 (D.D.C. Feb. 27, 2026); *NRDC v. Berklund*, 458 F. Supp. 925, 936 n.17 (D.D.C. 1978), aff'd, 609 F.2d 553 (D.C. Cir. 1979) (interpreting "safeguarding of the public welfare" to provide "broad authority to set lease terms to prevent environmental harm").

[45] EA, p. 3.

defer, in light of the analysis of potential effects presented in this EA."[46] Likewise, the unsigned FONSI states: "Under the Proposed Action, the BLM Authorized Officer (AO) also has the authority to selectively offer for lease and subsequently issue leases, or to defer, in light of the analysis of potential effects presented in this EA."[47]

In response to public comment on the New Mexico Second Quarter 2026 lease sale, the BLM stated that it has discretion to defer parcels, citing the 2025 Reconciliation Act to support the proposition: The BLM has discretion to offer or defer any parcel during any sale. 30 U.S.C. § 226(a) . . . . [T]he BLM AO retains the discretion to lease none, some, or all the nominated lease parcels.[48]

The BLM has in many cases exercised its authority to defer lease sale parcels since the passage of the 2025 Reconciliation Act. *See, e.g.*, BLM Wyoming, Decision Record DOI-BLM-WY-0000-2026-0001-EA, 1–2 (June 9, 2026) (for the Wyoming Second Quarter 2026 lease sale, selecting Alternative 3, which defers parcels based on sage-grouse prioritization, the need for Surface Management Agency (SMA) consent, conflicts with existing coal leases, and tribal consultation requirements); BLM Wyoming, Decision Record DOI-BLM-WY-0000-2025-0003-EA, 1–2 (May 11, 2026) (for the Wyoming First Quarter 2026 lease sale, selecting Alternative 3, which defers parcels based on sage-grouse prioritization); BLM Wyoming, 2025 Fourth Quarter Competitive Oil and Gas Lease Sale Decision Record DOI-BLM-WY-0000-2025-0002-EA, 2 (Dec. 3, 2025) (for the Wyoming Q4 2025 lease sale held on December 3, 2025, deferring parcels due to sage-grouse prioritization and lack of SMA consent); BLM Colorado, Decision Record for September 2025 Competitive Oil and Gas Lease Sale DOI-BLM-CO-0000-2025-0001-EA (Sept. 8, 2025) (for the Colorado Q3 2025 lease sale held on September 9, 2025, deferring portions of two parcels due to their overlap with the Yellow Creek Area of Critical Environmental Concern); BLM Wyoming, 2025 Third Quarter Competitive Oil and Gas Lease Sale Decision Record DOI-BLM-WY-0000-2025-0001-EA, 3 (Sept. 16, 2025) (for the Wyoming Q3 2025 lease sale held on September 16, 2025, deferring five parcels based on greater sage-grouse prioritization).

Indeed, the BLM is not required to actually lease parcels. The agency retains the authority to defer lease sale parcels, even after bidding has concluded.[49] A recent case in the District of Montana illustrates this point; there, the judge stated that "FLPMA's requirements to maintain sustainable wildlife populations and avoid unnecessary or undue degradation of public lands . . . remain in force under [the 2025 Reconciliation Act]. . . . The statutory text of [the 2025 Reconciliation Act] does not effectively eliminate BLM's discretion so broadly as to mandate the sale and issuance of leases without oversight." *Mont. Wildlife Fed'n v. Burgum*, No. CV-18-69-GF-BMM, 2026 WL 1707576, at *5 (D. Mont. June 12, 2026). The court also looked to the 2025

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[46] Ibid, p. 13.
[47] FONSI, p. 1.
[48] BLM Farmington Field Office, Competitive Oil and Gas Lease Sale Environmental Assessment, New Mexico Quarter 2 2026 DOI-BLM-NM-F010-2026-0001-EA, D-29 (Mar. 20, 2026).
[49] See *McDonald v. Clark*, 771 F.2d 460, 463 (10th Cir. 1985) (holding that the "fact that land has been offered for lease does not bind the Secretary to actually lease the land, nor is the Secretary bound to lease the land when a qualified applicant has been selected"); see also *W. Energy All. v. Salazar*, No. 10-CV-0226, 2011 WL 3737520, at *4–7 (D. Wyo. June 29, 2011) (holding that BLM is not required to issue leases after offering them at auction; it only needs to make a decision within 60 days on whether to issue the leases).

Reconciliation Act's legislative history to determine that the "shall be made available" language in the 2025 Reconciliation Act means something different than "shall offer" and does not require leasing. Indeed, on May 20, 2025, "Congress contemplated, and ultimately rejected," language requiring "that BLM 'shall . . . offer' lands within 18 months," *id.* (quoting H.R. 1, 119th Cong. § 80101(a)(1) (May 20, 2025)), and "later amended the bill to require only that the lands 'shall be made available for leasing' within 18 months," *id.* (first quoting 30 U.S.C. § 226(a)(1); and then quoting *INS v. Cardoza-Fonseca*, 480 U.S. 421, 442–43 (1987) ("Few principles of statutory construction are more compelling than the proposition that Congress does not intend sub silentio to enact statutory language that it has earlier discarded in favor of other language.")). And, as the court stated, the 2025 Reconciliation Act defines lands that are eligible for leasing to exclude lands that cannot be leased due to a statutory prohibition, which "restrict[s] BLM from selling and issuing leases that violate FLPMA's mandates for the protection of public lands and resources." *Id.* (citing 30 U.S.C. § 226(b)(1)(A)).

D. The BLM must defer parcels in Priority Habitat Management Areas (PHMA) and General Habitat Management Areas (GHMA) for the greater sage-grouse.

We protest the following 11 of the 14 parcels because they overlap Greater Sage-Grouse habitat areas and must be deferred:[50]

NV-2026-09-2378: GHMA
NV-2026-09-7097: PHMA
NV-2026-09-7106: PHMA
NV-2026-09-7109: PHMA
NV-2026-09-7110: PHMA
NV-2026-09-7111: PHMA
NV-2026-09-7113: PHMA
NV-2026-09-7114: PHMA
NV-2026-09-7117: PHMA
NV-2026-09-7118: PHMA
NV-2026-09-7119: GHMA

The BLM must designate parcels in PHMA and GHMA as having a low preference for leasing and should avoid leasing these parcels under the 2015 Greater Sage-Grouse Plan Amendments (the 2015 Plans). The leasing preference criteria in BLM regulations direct deferral of parcels in sage-grouse habitat. And because these parcels have low potential for development, in addition to overlapping with important wildlife resources, there is even less justification for offering them for lease.

We recognize that in December 2025, the BLM amended the 2015 Plans to eliminate the prioritization requirement. That decision, however, and the adoption of the 2025 amendments, suffer from a variety of legal defects, which were outlined in a Complaint filed challenging those amendments. These include, for example:

[50] Nevada Department of Wildlife, State Wildlife Action Plan Habitats, Habitat Data Viewer, last checked May 29, 2026, available at: https://experience.arcgis.com/experience/8ac2c40360e7477bbfef2dc739da7d3c/page/Habitat-Data-Viewer/

- Failing to consider whether the mitigation measures relied on in the 2025 amendments will be effective in protecting the sage-grouse;
- Failing to consider the impact on sage-grouse of the 2025 Reconciliation Act when implementing the 2025 amendments;
- Failing to consider the impact of departing from the mitigation hierarchy adopted by the 2015 Plans; and
- The BLM's abandonment of many provisions of the 2015 Plans that were specifically cited by the U.S. Fish & Wildlife Service as justifications for finding that the species did not warrant listing under the Endangered Species Act (ESA), such as leasing prioritization and sagebrush focal areas, without considering the ESA implications of those changes or their implications for the BLM's compliance with its independent FLPMA obligations.[51]

For the same reasons stated in the above-referenced Complaint, application of the 2025 amendments to this lease sale would violate FLPMA, the Administrative Procedure Act (APA), and the National Environmental Policy Act (NEPA). We urge BLM to avoid this result by deferring all parcels in GHMA and PHMA.

The EA fails to comply with the prioritization requirement of the 2015 Plans, which requires the BLM to prioritize new oil and gas leasing outside of PHMA and GHMA in order to protect that habitat from future disturbance. The Ninth Circuit last year affirmed that "the government must take an affirmative role in encouraging oil and gas leasing in non-sage-grouse habitat."[52] The BLM cannot merely "respond[] to industry expressions of interest . . . in leasing specific land parcels," but rather it must undertake "independent agency determinations of which parcels to offer for oil and gas leases."[53] The agency must prioritize leasing away from PHMA and also guide leasing away from GHMA lands.

The BLM cannot merely point to stipulations as being sufficient. The Lease Sale Notice states, regarding stipulation #NV-E-16-H-LN:

> "According to the Nevada and Northeastern California Greater Sage-Grouse Approved Resource Management Plan Amendment (i.e., 2015 ARMPA), specific Required Design Features (RDFs) are required for certain activities in all Greater Sage-Grouse (GRSG) habitats. RDFs establish the minimum specifications for certain activities to help mitigate adverse impacts. However, the applicability and overall effectiveness of each RDF cannot be fully assessed until the project level when the project location and design are known. Because of site-specific circumstances, some RDFs may not apply to some projects (e.g., a resource is not present on a given site) and/or may require slight variations (e.g., a larger or smaller protective area). All variations in RDFs would require that at least one of the following be demonstrated in the NEPA analysis associated with the project/activity:

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[51] *See* Complaint, *Mont. Wildlife Fed'n v. Burgum*, No. 4:26-cv-00133-JTJ (Mar. 26, 2026), ECF No. 1.
[52] *Mont. Wildlife Fed'n*, 127 F.4th at 45.
[53] Id. at 43.

• A specific RDF is documented to not be applicable to the site-specific conditions of the project/ activity (e.g. due to site limitations or engineering considerations). Economic considerations, such as increased costs, do not necessarily require that an RDF be varied or rendered inapplicable.
• An alternative RDF is determined to provide equal or better protection for GRSG or its habitat.
• A specific RDF will provide no additional protection to GRSG or its habitat."[54]

The NEPA analysis associated with this lease sale, however, does not demonstrate or document any of the standards in the above three bullets. In addition, while there are stipulations associated with sage grouse habitat, they all are subject to exceptions. Moreover, stipulations are insufficient here, where BLM's approach should be to "'guide' and 'encourage' development away from sage-grouse habitat."[55]

Pursuant to its obligations under NEPA and the APA, the BLM must also provide an analysis of the reasonably foreseeable impacts to sage-grouse from development on the proposed lease parcels, which it has not done in the EA. The agency has "specifically identified 'oil and gas development' as a 'major threat' to sage-grouse habitat."[56] Previous lease sale analysis of sage-grouse impacts has been found to violate NEPA when the BLM simply claimed that impacts from leases will be "similar" to those discussed in the NEPA documents for the 2015 Plans.[57] The BLM cannot simply incorporate the 2025 amendments in lieu of conducting site-specific analysis, which it attempts to do here.[58]

Ultimately, the NEPA analysis must address the specific lands being offered and develop a "prediction of how this lease sale will likely impact sage-grouse populations in light of all available evidence, including the more recent science that has motivated [the BLM] to redraft the existing [2015 Plans]."[59] NEPA requires the BLM to thoroughly analyze the impacts of the decision it will consider for this lease sale, which it has not done here.

E. The BLM must defer parcels in big game habitat.

As discussed above in Section I.C., the BLM must defer all 14 parcels because the applicable RMPs do not ensure compliance with FLPMA's statutory obligations for big game species. In addition, the parcels do not comply with the MLA's statutory obligations for big game.

The Draft EA states: "Oil and Gas production is likely to 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."[60] Yet in this case, all 14 parcels we

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[54] Lease Sale Notice, p. 27.
[55] *Mont. Wildlife Fed'n*, 127 F.4th at 45
[56] Id. at 43
[57] *See Wilderness Soc'y*, 2024 WL 1241906, at *16-17.
[58] *See* Draft EA at H-89.
[59] *See Wilderness Soc'y* at *17; see also *W. Watersheds Project v. Bernhardt*, 543 F. Supp. 3d 958, 991–93 (D. Idaho 2021).
[60] EA, pp. 44-45.

are protesting contain important big game habitat.[61] Only six of them have one or more stipulations associated with big game. All 14 parcels have some form of pronghorn habitat, but only one parcel has a stipulation related to pronghorn. There are no stipulations for elk in the one parcel that provides elk habitat. In addition, the stipulations are subject to exceptions.

Therefore, we protest the following parcels to comply with statutory obligations regarding big game:

NV-2026-09-2378: Mule deer winter range and pronghorn year-round habitat
NV-2026-09-7097: Pronghorn year-round habitat
NV-2026-09-7101: Mule deer winter range and pronghorn year-round habitat
NV-2026-09-7106: Pronghorn year-round habitat
NV-2026-09-7107: Mule deer summer range, pronghorn summer range, elk limited use
NV-2026-09-7109: Pronghorn year-round habitat
NV-2026-09-7110: Pronghorn year-round habitat
NV-2026-09-7111: Pronghorn year-round habitat
NV-2026-09-7113: Pronghorn year-round habitat
NV-2026-09-7114: Pronghorn year-round habitat
NV-2026-09-7116: Mule deer winter and summer range, pronghorn year-round habitat
NV-2026-09-7117: Mule deer winter range, pronghorn year-round habitat
NV-2026-09-7118: Pronghorn year-round habitat
NV-2026-09-7119: Mule deer winter range, pronghorn year-round habitat

The agency is obligated to consider these parcels for deferral and to defer or remove them from sale where leasing would impair big game habitat pursuant to its obligations under FLPMA and the Leasing Rule.[62] The science is clear that oil and gas leasing in big game habitat has substantial negative effects on big game populations. Moreover, the agency itself has recognized that substantial population loss of certain big game species is due in part to oil and gas development.[63] As outlined in Section I above, completion of legally required updates to RMPs applicable to the lands in these parcels would have facilitated the BLM's analysis of this issue. In the absence of updates, the BLM appears to be flying in the dark here.

III. The BLM failed to consider a range of reasonable alternatives under NEPA.

The BLM failed to evaluate a range of reasonable alternatives in the EA prepared for this lease sale. NEPA requires agencies to "study, develop, and describe technically and economically

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[61] Nevada Department of Wildlife, State Wildlife Action Plan Habitats, Habitat Data Viewer, last checked May 29, 2026, available at: https://experience.arcgis.com/experience/8ac2c40360e7477bbfef2dc739da7d3c/page/Habitat-Data-Viewer/

[62] *See* 43 U.S.C. §§ 1701(a)(7) & (8), 1702(l), 1712(c)(1), 1732(a) (directing the BLM to manage public lands according to "multiple use" and "sustained yield" and including "wildlife and fish" as one of the resources expressly included in the definition of "multiple use"; directing the BLM to manage lands "in a manner that . . . will provide food and habitat for fish and wildlife and domestic animals"; and identifying "fish and wildlife development and utilization" as one of the six "principal or major uses" of the public lands); 43 C.F.R. § 3120.32(b) (directing the agency to preference "lands that would not impair the proper functioning of [fish and wildlife] habitats or corridors").

[63] *See Wilderness Soc'y*, 2024 WL 1241906, at *17.

feasible alternatives."[64] The range of alternatives is the "heart" of a NEPA document because "[w]ithout substantive, comparative environmental impact information regarding other possible courses of action, the ability of [a NEPA analysis] to inform agency deliberation and facilitate public involvement would be greatly degraded."[65] For this lease sale, the BLM should have evaluated an alternative that would defer leasing on some or all parcels overlapping big game habitat, ACECs, and areas with low development potential, along with deferrals based on other use conflicts.

A. The BLM failed to evaluate alternatives without conflicts with "solar application areas" designated under the 2024 Solar Programmatic Environmental Impact Statement.

According to the EIA, Nevada is "rich in renewable energy resources" and has "some of the best solar power potential in the nation." At the same time, as noted above, Nevada is not known to contain significant or economically attractive oil and gas reserves.[66] The EA, however, fails to evaluate alternatives where parcels with lands identified as open or potentially open to solar development remain deferred from oil and gas development. Despite asserting in its response to public comments that the first project proponent to propose a project will receive permitting preference, such a statement fails to acknowledge agency practice, examples from existing land use, or current administration policy, which has sought to block renewable energy development on federal lands. Mentioning the possibility that a "first mover" might win the right to ultimately develop a parcel ignores the fact that a prudent developer would almost certainly seek to avoid already-encumbered lands so as to avoid any legal or permitting risks.

Either way, if the BLM's position is that overlapping leases for vastly differing resources pose no barrier to development of multiple resources--mineral or otherwise--the BLM should provide evidence for that claim and must analyze a range of reasonable alternatives and their impacts in a NEPA process before making such a decision. Instead, as previously noted in comments regarding this lease sale, the BLM has failed to analyze alternatives with different energy development scenarios and the impacts of each, including impacts to the surface, groundwater, surface water, air quality, climate change, and wildlife habitat.

Thirteen of the 14 parcels we are protesting, listed below, include lands identified as open or potentially open for solar development in the 2024 Final Solar Programmatic Environmental Impact Statement ("Solar PEIS").[67] The Solar PEIS states that areas leased for oil and gas production that are also appropriate for solar development create "Areas of Special Coordination" that will generally prohibit solar development from taking place and favor oil and gas development.[68] The BLM, however, failed to evaluate the impacts of converting these parcels to Areas of Special Coordination, including any evidence to defend their claim that leasing lands

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[64] 42 U.S.C. 4332(2)(F)

[65] *New Mexico ex rel. Richardson*, 565 F.3d at 708; see also *California v. Block*, 690 F.2d 753, 767 (9th Cir. 1982) (stating that the "touchstone" is whether the agency's "selection and discussion of alternatives fosters informed decision-making and informed public participation").

[66] EIA, https://www.eia.gov/states/NV/analysis

[67] BLM, Final Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments for Utility-Scale Solar Energy Development (Aug. 2024) (Final Solar PEIS).

[68] BLM, Final Programmatic Environmental Impact Statement and Proposed Resource Management Plan Amendments for Utility-Scale Solar Energy Development (Aug. 2024) (Final Solar PEIS), Appendix H-2.

for oil and gas development will not impede solar development should a solar developer seek a right-of-way for the same lands before an oil and gas APD is granted. More broadly, the BLM should have analyzed the potential impacts of both industries on these parcels but failed to consider alternatives where lands are leased for oil and gas, solar development, both, or neither.

The EA also failed to analyze the impacts of any electric transmission lines and related rights-of-way (ROWs) that would be associated with solar projects on the parcels in the Lease Sale Notice. If new power lines are needed, the foreseeable cumulative impacts of issuing overlapping leases in this area are potentially significant for the surface estate and warrant consideration and analysis, which the BLM failed to conduct.

We protest the following 13 parcels because they overlap lands identified as open or potentially open for solar development and the BLM has a duty—not met in the documents supporting this sale—to fully analyze the impacts of offering them for oil and gas development instead of holding them aside for future renewable energy generation:

NV-2026-09-2378 (81 acres of overlap)
NV-2026-09-7097 (652 acres of overlap)
NV-2026-09-7101 (1,369 acres of overlap)
NV-2026-09-7106 (1,875 acres of overlap)
NV-2026-09-7109 (1,746 acres of overlap)
NV-2026-09-7110 (389 acres of overlap)
NV-2026-09-7111 (840 acres of overlap)
NV-2026-09-7113 (1,123 acres of overlap)
NV-2026-09-7114 (612 acres of overlap)
NV-2026-09-7116 (257 acres of overlap)
NV-2026-09-7117 (849 acres of overlap)
NV-2026-09-7118 (916 acres of overlap)
NV-2026-09-7119 (459 acres of overlap)

B. The BLM failed to evaluate alternatives that defer leasing in exclusion areas designated in the 2024 Solar PEIS.

In the Solar PEIS, the BLM identified parcels that should be excluded from solar development due to 21 different resource-based conflicts, including threatened and endangered species habitat, sage-grouse habitat, areas of critical environmental concern (ACECs), Lands with Wilderness Characteristics, big game habitat, and disruption of recreation access, to name a few.

There is a high likelihood that these resource-based conflicts would also arise if oil and gas development proceeded on these parcels. Yet the EA failed to analyze alternatives where these exclusion areas were deferred and removed from this sale. The EA did not consider whether these conflicts would exist with oil and gas leasing or whether oil and gas development would have similar, or different, impacts on the resources that BLM thought necessary to protect from solar development. This failure amounts to an arbitrary and unjustified thumb on the scale for oil and gas development.

We protest the applicable acreage of the following 14 parcels because they overlap significantly with areas that the BLM determined in the Solar PEIS to be preemptively excluded from solar project development due to at least one of 21 resource-based exclusions, many of which are transferrable to the oil and gas context:

NV-2026-09-2378 (93% overlaps with lands "excluded' from solar development)
NV-2026-09-7097 (38% overlaps with lands "excluded' from solar development)
NV-2026-09-7101 (39% overlaps with lands "excluded' from solar development)
NV-2026-09-7106 (17% overlaps with lands "excluded' from solar development)
NV-2026-09-7107 (100% overlaps with lands "excluded' from solar development)
NV-2026-09-7109 (32% overlaps with lands "excluded' from solar development•
NV-2026-09-7110 (39% overlaps with lands "excluded' from solar development)
NV-2026-09-7111 (34% overlaps with lands "excluded' from solar development)
NV-2026-09-7113 (12% overlaps with lands "excluded' from solar development)
NV-2026-09-7114 (4% overlaps with lands "excluded' from solar development)
NV-2026-09-7116 (89% overlaps with lands "excluded' from solar development)
NV-2026-09-7117 (34% overlaps with lands "excluded' from solar development)
NV-2026-09-7118 (34% overlaps with lands "excluded' from solar development)
NV-2026-09-7119 (74% overlaps with lands "excluded' from solar development)

C. The BLM failed to evaluate alternatives that defer leasing in areas that overlap with active and recently issued geothermal energy leases.

The EA states that portions of parcels proposed for lease in this oil and gas lease sale overlap with recently issued geothermal leases, but that the BLM has classified potential conflicts between geothermal development and oil and gas development as an "issue not analyzed in detail." In explaining this decision, BLM comments that "w]hile conflicts could arise between oil and gas operations and other mineral operations such as geothermal, locatable minerals or mineral materials, these could generally be mitigated under 43 CFR § 3101.12, the Multiple Mineral Development Act (30 U.S.C. § 521 et seq.) and under standard lease terms where the design of facilities may be adjusted to protect other resources."[69] BLM also states: "It is not expected that reservoirs targeted for geothermal energy would be the same targeted for oil and gas resources."[70]
The Lease Sale Notice states that: "any development proposals will be subject to the provisions under the Multiple Mineral Development Act (43 CFR § 3740)." The BLM, however, never evaluated a full range of alternatives, including one where both geothermal and oil and gas development occur on the same lands, and alternatives where only one occurs, and the comprehensive impacts of each. The BLM also provided no scientific research indicating the impacts of geothermal and fossil fuel development on the same land, including subsurface as well as surface impacts.

Indeed, as geothermal energy has advanced as a technology, the potential risks associated with co-location with oil and gas activity have likely increased. For example, enhanced geothermal technology involves drilling to similar depths as oil and gas operators, fracturing the target

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[69] Appendix D at D-1.
[70] Id.

formation, and injecting significant quantities of water to generate steam. Every one of these activities has the potential to interact with oil and gas development and warrants a full analysis of the impacts before making any decision to lease these parcels for oil and gas.

Last, the BLM failed to consider the impacts of new generation interconnect ("gen-tie") powerlines and rights-of-way associated with geothermal development on these parcels. If gen-ties are needed, the foreseeable cumulative impacts of issuing overlapping leases in this area are potentially significant for the surface estate and warrant consideration and analysis, which the BLM failed to conduct.

We protest the following 6 parcels because they overlap with recently issued geothermal leases:

NV-2026-09-7106
NV-2026-09-7109
NV-2026-09-7110
NV-2026-09-7111
NV-2026-09-7113
NV-2026-09-7114

IV. BLM failed to disclose whether it used artificial intelligence (AI) for this leasing process.

FLPMA, NEPA, the BLM's regulations, and case law emphasize transparency, public information, and rigorous public engagement in all public lands processes, including leasing.[71] To fulfill these statutory requirements, the BLM must disclose whether there has been any use of AI throughout this lease sale process. Furthermore, if AI is used, the BLM must describe the AI tools employed and explain how the agency has used them and overseen them so that the public has the opportunity to identify and correct errors.

Federal policy is clear that "[a]gencies must ensure their AI use is trustworthy, secure, and accountable."[72] This can only happen with full disclosure regarding whether AI has been used and, if so, the relevant details. Given the rapid and developing use of AI and the importance of the associated obligations concerning its proper use and disclosure, the BLM cannot reasonably remain silent on the use of AI in leasing even where no such product was used.

Here, while the BLM acknowledges EA comments received on the topic of AI, it did not disclose whether or not it utilized AI as part of its leasing process. Therefore, the BLM did not ensure public confidence in the BLM's compliance with NEPA requirements. The public is entitled to know whether the absence of information on the agency's use of AI is because none was in fact used, or whether it will be used, and how. The BLM's omission of public disclosure of this information is another basis for our protest.

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[71] *See* e.g., 43 U.S.C. § 1702(d) (defining "public involvement" to mean "the opportunity for participation by affected citizens in rulemaking, decisionmaking, and planning with respect to the public lands ...."); *Montana Wildlife Fed'n v. Haaland*, 127 F.4th 1, 41 (9th Cir. 2025) (emphasizing NEPA's requirement that the public have the "ability to provide 'meaningful' input into the agency's decision"); 43 C.F.R. § 3120.42(b)

[72] *Cf.* MEMORANDUM M-25-21 at 13.

Conclusion

Because the BLM must comprehensively analyze the impacts of a range of reasonable alternatives when considering leasing the parcels nominated in the September 2026 Oil and Gas Lease Sale, because the BLM cannot rely on the1987 Elko or 1986 Shoshone-Eureka RMPs or related EISs or RODs for this leasing proposal, because the proposed leasing does not comply with FLPMA, MLA, or NEPA, and because the BLM has the authority to defer these leases, we protest all 14 parcels in this lease sale.

Sincerely,

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