United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
1340 Financial Boulevard
Reno, Nevada 89502-7147
http://www.blm.gov/nevada

In Reply Refer To:
3100 (NV920)

DECISION

Center for Biological Diversity	: Protest of Parcels in the
Megan Ortiz	: September 16, 2026
(NO RETURN ADDRESS PROVIDED)	: Competitive Oil and Gas Internet Lease Sale

Protest Dismissed
Parcels Offered for Sale

On July 17, 2026, the Bureau of Land Management (BLM), Nevada State Office (NVSO), published a Lease Sale Notice offering 14 parcels containing 20,600.11 acres for the September 16, 2026, Competitive Oil and Gas Internet Lease Sale (the Sale). The BLM Elko District Office (EDO) 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 August 16, 2026; however, protests were accepted for an additional day (August 17, 2026) due to the closure date falling on a weekend.

On August 12, 2026, the BLM NVSO timely received a protest[1] from the Center for Biological Diversity (CBD), which protested the EDO's EA (DOI-BLM-NV-E020-2026-0008-EA), the associated FONSI, and the 14 parcels proposed to be offered for the September 16, 2026, sale. CBD's protest was hand delivered to the NVSO, and no return address was given.

BACKGROUND

The 14 originally nominated parcels included land in federal mineral estate located in the BLM Nevada's Elko 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 January 26, 2026, the NVSO sent a preliminary parcel list to the EDO 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 February 9, 2026, a project summary page for the September 2026 Sale was posted on BLM's NEPA Register website (https://eplanning.blm.gov) that included a proposed parcel list and a map of the parcels. Parcel scoping comments were received from two anonymous individuals, the CBD, the Environmental Protection Agency (EPA), Eureka County, and The Wilderness Society. The parcel scoping comments received included opposition to the lease sale; meteorological change/trend concerns; general NEPA concerns; emergency permitting concerns; concerns about BLM management; concerns about the impacts of oil and gas exploration and development on resources and communities; the 1987 Elko Resource Management Plan (RMP); the protection of resources such as air, water, vegetation, noxious weeds, sensitive species, wildlife, human health, cultural, visual, socioeconomics, livestock grazing, recreation, roads and access; solid and hazardous wastes; federal and Nevada state regulatory statutes; and undisclosed artificial intelligence (AI) use.

Considering comments received during scoping, the BLM EDO produced an EA (DOI-BLM-NV-E020-2026-0008-EA) that tiered to the existing LUPs.[4] The EA analysis adheres to the requirements of the NEPA, 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 May 12, 2026, to June 10, 2026. Comments were received from the Blue-Ribbon Coalition, CBD, Nevada Department of Wildlife (NDOW), Natural Resources Defense Council, The Wilderness Society, and one named individual. A table summarizing and responding to the substantive comments received can be found in EA Appendix H (Response to Public Comments). Public comments expressed concerns related to cumulative impacts, the Clean Air Act (CAA), water quantity and quality, groundwater, surface water, big game, habitat fragmentation, threatened and endangered species, meteorological trends, sage-grouse, BLM national policy, alternatives, environmental justice, recreation, compliance with the RMPs, compliance with the Federal Land Policy and Management Act (FLPMA), human health, 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 RMP NEPA document), nor a specific implementation action (e.g., a permit to drill, analyzed in a site specific environmental

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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 Final Environmental Impact Statement (FEIS) for the 1987 Elko Resource Management Plan (RMP), the 1986 Shoshone-Eureka RMP, and the 2025 Greater Sage-Grouse Rangewide Planning Approved RMP Amendment for Nevada and Northeastern California (BLM, 2025), the associated Records of Decision (ROD), and all subsequent applicable amendments.

document).[5] The federal action is to conduct an oil and gas lease sale and is supported by its own or existing NEPA documents.

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 a primary use of public lands under the FLPMA. BLM authority for leasing public mineral estate for the development of energy resources, including oil and gas, is described in 43 CFR 3100.3.

The need for the proposed action is to respond to Expressions of Interest (EOIs) for leasing, consistent with the BLM's responsibility under the MLA, 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 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.

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 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 already 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 Response to Public Comments (*see* EA Appendix H).

STATEMENT OF REASONS

The following responses by the BLM address the Protesting Party's (CBD's) statement of reasons related to the parcels protested. The BLM has reviewed CBD's statement of reasons in its entirety. CBD provided 19 overarching issues (listed below), many of which it has provided in previous lease sales. Each of CBD's protest issues are listed in bold below, including a summary of arguments, followed by the BLM's response to each of CBD's issues[6].

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

[6] BLM interdisciplinary team members used generative artificial intelligence (AI) tools as an assistive technology during the drafting of portions of this Protest Decision. AI tools were used only to support writing efficiency and organization (e.g., summarizing background information, improving clarity, structuring text). In accordance with

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

CBD argues that BLM failed to conduct the cumulative impacts analysis required under NEPA and reaffirmed by the EPA, the Council on Environmental Quality (CEQ), and longstanding case law. Although BLM claims it considered direct, indirect, and cumulative impacts by relying on prior land-use plans and providing brief discussions in Appendix D and Section 3.4 of the Final EA, CBD contends these discussions are superficial and fall well short of the "hard look" standard. Many resource areas, such as wildlife, hazardous waste, human health, paleontological resources, and visual impacts, were dismissed with cursory statements instead of meaningful analysis. CBD emphasizes that NEPA obligates agencies to evaluate cumulative effects "to the fullest extent possible" and respond substantively to public comments, which BLM did not do.

CBD further asserts that BLM's cumulative impacts review fails the *San Juan* factors test, which requires identification of the affected area, project impacts, other relevant actions, their impacts, and the overall combined effect. BLM did not adequately assess reasonably foreseeable impacts of the lease sale, largely because it relied on an arbitrary assumption of six wells being developed instead of evaluating a realistic buildout scenario where most or all parcels are sold and developed. BLM also conflated different analytical concepts—RFDS, RFFA, and landscape "influences"—without providing a coherent or complete picture of past, present, and future actions. Its reliance on outdated and speculative development scenarios further undermines the analysis, and the EA lacks a credible estimate of the cumulative effects that could occur if impacts accumulate.

Finally, CBD argues that BLM misinterprets *Seven County (*Seven Cty. Infrastructure Coal v. Eagle Cty., 605 U. 168 (2025)), which does not allow agencies to dismiss foreseeable impacts simply because they occur later or involve complex causal chains. Because BLM has regulatory authority over leasing and resulting oil and gas development, the environmental effects of those activities fall squarely within NEPA's required analysis. CBD concludes that BLM's failure to meaningfully evaluate cumulative impacts is arbitrary and capricious under NEPA. Therefore, BLM cannot lawfully approve the proposed action or offer the leases for sale until it completes a cumulative impacts analysis that complies with both NEPA and the *San Juan* factors framework.

<u>BLM Response:</u>

The level of environmental analysis conducted in this EA is consistent with the purpose and requirements of NEPA. 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.

DOI AI policy (2025), all AI-assisted outputs were reviewed, corrected, and verified by BLM subject-matter experts. Final content reflects the independent analysis, expertise, and determinations of the BLM.

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 D) 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 which provides a more detailed assessment of cumulative emissions and reputable climate science sources. Please refer to the BLM response below to CBD protest point 4 regarding air quality and incremental emissions.

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. 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 (see EA Section 2.3) have not been exceeded. The Proposed Action would not exceed, nor likely significantly contribute to, the predicted level of development in the RFDS. Please refer to the BLM response below to CBD protest point 2 regarding exploration drilling assumptions.

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

2. The Final EA Improperly Defers Analysis of Foreseeable Impacts

CBD argues that the Final EA fails to satisfy NEPA's hard-look requirement because it relies on a "Reasonably Foreseeable Development Scenario" (RFDS) that is misclassified, insufficiently analyzed, and logically inconsistent within the document's framework. Although placed under the "Alternatives" chapter, the RFDS is not an alternative as NEPA defines the term; it does not present a distinct course of action, nor does it offer a probing evaluation of environmental impacts. Instead, it is merely a projected development scenario based loosely on historical drilling trends across multiple basins, and the EA provides no clear methodology for the well counts or assumptions it adopts. CBD emphasizes that BLM's claim—that the proposed action would not exceed or significantly contribute to RFDS-level development—undermines the RFDS's stated purpose. If the leasing action itself is the basis for what is "reasonably foreseeable," BLM cannot simultaneously assert that the proposed project will have minimal influence on the very scenario constructed to analyze its impacts.

Further, CBD argues that BLM inconsistently dismisses a maximum development scenario as "speculative," even though the MLA obligates the agency to conduct quarterly lease sales, making robust development an outcome that must be meaningfully considered. The RFDS already reflects substantial well-field development and therefore cannot be deferred for analysis at the Application for Permit to Drill (APD) stage. CBD also notes that the RFDS in the Final EA is essentially a recycled scenario from a 2016 Elko District draft EA, raising serious doubts about whether any contemporary, site-specific NEPA analysis was performed. Because the replicated RFDS acknowledges significant foreseeable development, CBD concludes that BLM must fully analyze the resulting environmental impacts now rather than rely on outdated assumptions or postpone meaningful review to a later stage.

BLM Response:

The resource analysis in Chapter 3 of the EA as well as Appendix D, Issues Not Analyzed in Detail in this Environmental Assessment, is based off of the RFDS numbers and assumptions due to the Proposed Project being a leasing action and not a project proposal. The number of wells, disturbance, and impacts predicted under the RFDS (see EA Section 2.3) assumptions (see EA Section 1.5 for LUP Conformance) have not been exceeded. The Proposed Action would not exceed, nor likely significantly contribute to, the level of development predicted in the RFDS. For example, the RFDS states that over the 15-year projection, there would be a total surface disturbance of 1,360 acres throughout the remaining life of the plan (see EA Table 2-4). Through reclamation efforts during the life of the plan, a total of 744 acres would be reclaimed.

The exploration drilling assumptions that are used in the RFDS were made after review of the oil and gas drilling activities in Railroad Valley between 1954 and 1989, and in the EDO between October 1, 1979, and January 29, 1991. These dates were the most active exploration period in the EDO's history. For instance, in the EDO, an average of three wells per year were drilled from 1980-1991 while an average of two or less exploration wells were drilled per year for the last 10 years. These numbers are significantly below the 80 exploration wells predicted (see EA Section 2.3.2.1) in the RFDS over the 15-year life of the projection. This pattern is consistent throughout the state of Nevada.

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

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

CBD argues that BLM failed to meaningfully engage with its comments regarding the varied hydrogeologic conditions across the watershed and the resulting implications for groundwater risk. According to CBD, the Final EA largely repeats earlier explanations without incorporating project specific analysis needed for NEPA compliance. BLM's claims that the EA "addresses surface and groundwater resources" are, in CBD's view, misleading because the discussion consists of broad generalizations rather than the detailed, site-specific evaluation required. Although BLM provided some information about Pine Valley's environment and responded to concerns about wellbore integrity, CBD maintains that BLM still did not analyze the foreseeable environmental consequences of drilling through usable groundwater zones, the uncertainties of relying on geologic assumptions, or the risks associated with intentionally uncemented casing intervals.

Overall, CBD asserts that BLM improperly deferred essential environmental review to the future APD stage, contrary to NEPA's requirement to assess reasonably foreseeable impacts before making an irreversible commitment of resources. The Final EA, CBD argues, lacks analysis of groundwater connectivity, spill risks, chemical storage hazards, cumulative impacts, environmental justice considerations, and regional water quantity concerns—particularly given Nevada's water development framework. Because the EA provides only generalized statements about potential impacts and does not identify where water for development would be obtained or how withdrawals might affect the aquifer, CBD concludes that BLM failed to meet its obligations to thoroughly evaluate groundwater conditions and risks prior to leasing.

BLM Response:

The EA addresses surface and 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 states, 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 commentor 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 D for analysis on how the potential development of the nominated lease parcels may affect human health and safety as well as reasonably foreseeable hazardous materials and waste.

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-E-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 have not been exceeded. The combination of RMP stipulations, lease notices, 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. Additionally, please refer to the BLM response to CBD protest point 5-f regarding environmental justice concerns.

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

4. The Lease Sale Violates the Clean Air Act

CBD argues that while BLM's Final EA includes emissions inventories for pollutants associated with oil and gas leasing, it fails to provide the meaningful impact analysis required under the CAA to adequately quantify impacts from the proposed action on climate change and the environment. Specifically, the EA does not evaluate exposure levels, ozone formation, health effects, or airshed impacts, nor does it assess the public health risks posed by hazardous air pollutants such as benzene and formaldehyde. CBD emphasizes that courts have repeatedly required federal agencies to meaningfully analyze health effects and environmental risks rather than merely present emissions data. Because issuing non-NSO leases irretrievably commits public resources to oil and gas development, BLM must conduct conformity determinations at the leasing stage rather than deferring analysis to the APD stage.

CBD further contends that the CAA's conformity requirements clearly apply at the leasing stage, as leasing public minerals is an action that will foreseeably generate emissions and therefore must conform to the applicable State Implementation Plan (SIP). Despite referencing SIPs in the EA, BLM did not perform a full conformity determination for the Third Quarter Lease Sale, which CBD maintains is a statutory violation. According to CBD, BLM could have fulfilled its obligation by using per well emissions estimates from the EA to calculate foreseeable annual emissions from expected well development. Because these emissions would exceed de minimis thresholds, CBD asserts BLM must ensure SIP conformity before proceeding with the lease sale.

<u>BLM Response:</u>

BLM analyzes potential impacts, including cumulative impacts, from GHGs emissions in detail in the EA (see EA Chapter 3). The EA incorporates by reference information from the Annual BLM Specialist Report on Annual Greenhouse Gas Emissions Trends. The emissions used in this analysis are estimated using the BLM Lease Sale Emissions Tool and evaluated with the EPA GHG equivalency calculator. The Specialist Report provides a cumulative assessment of the onshore federal oil, gas and coal 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 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 D for analysis regarding human health and safety and refer to EA Section 3.4.1 for projected levels of CAPs and HAPs.

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

5. **The Final EA fails to fully consider the environmental health and social impacts of oil and gas extraction**
    a. **Air Quality**

CBD argues that the BLM failed to meet its legal obligation under NEPA to thoroughly analyze and disclose reasonably foreseeable air quality impacts before leasing land for oil and gas development. Given the strong likelihood that fracking and similarly harmful extraction methods would be used, BLM should have evaluated emissions, air toxins, and pollution risks using the best available and most current information. Instead, the Final EA relied on outdated data and omitted analysis of potential health risks to nearby and environmental justice communities already burdened by disproportionate pollution levels. The EA also improperly postponed detailed air quality analysis until future site-specific development proposals, even though NEPA requires a hard look at cumulative impacts at the earliest practicable stage—prior to committing land to leasing.

Additionally, the arguments assert that BLM failed to review the harmful effects of chemicals used in fracking and other unconventional extraction techniques. Without this information, the EA cannot reasonably project the true scope of pollution or assess whether leasing decisions align with responsible land management. CBD argues that only by incorporating an up-to-date development scenario and evaluating the quantity, timing, and health implications of air emissions can BLM make an informed decision about whether oil and gas leasing is environmentally defensible.

<u>BLM Response:</u>

Please refer to the BLM response to CBD protest point 4 and 8 regarding potential air quality impacts. Refer to the below BLM response to CBD protest point 5-c regarding human health, as well as EA Appendix F (Hydraulic Fracturing Technology Paper). Lastly, please refer to the BLM response to CBD protest point 5-f regarding environmental justice.

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

    b. **Wildlife and Sensitive Plant Species**

CBD argues that BLM's EA fails to adequately evaluate impacts to sensitive wildlife and plant species, including proposed threatened monarch butterflies, Suckley's cuckoo bumblebees, numerous special-status mammals, birds, reptiles, and at least 15 sensitive plant species. Although the EA acknowledges that every parcel contains at least one sensitive species and documents the presence of golden eagle nests, prairie falcon nests, bat colonies, springsnail colonies, and ferruginous hawk nests, it does not meaningfully analyze how leasing could affect migration corridors, nesting, brood-rearing grounds, or compliance obligations such as those under the Bald and Golden Eagle Protection Act. Instead, the EA defers needed analysis to the APD stage, contrary to case law requiring evaluation at the leasing stage. The EA similarly offers only cursory discussion of habitat fragmentation, noise disturbance, invasive species spread, and other adverse effects linked to oil and gas development.

In addition, the EA does not adequately address fugitive dust impacts despite acknowledging they are reasonably foreseeable. It provides no quantification of dust levels, deposition rates, or particle size, nor any analysis of how dust deposition could harm sensitive plants or pollinators—despite scientific evidence that dust can reduce reproduction, photosynthetic capacity, and light availability at distances up to 700 meters from heavily used roads. Finally, the EA omits a cumulative impacts analysis for state listed and other sensitive species, even though ongoing and reasonably foreseeable oil and gas development in the region may create compounding pressures that threaten population viability and long-term species persistence.

<u>BLM Response:</u>

There are no known federally threatened or endangered species within the proposed parcels. An IPaC (United States Fish and Wildlife Service: Information for Planning and Consultation) report was run on February 15, 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.

The issuance of a lease does not authorize surface-disturbing activities such as drilling or extraction. A lease grants the lessee the right to explore and potentially develop the leased resources, subject to further environmental review and permitting, and lease stipulations (see EA Appendix C). Any future development proposals would require an additional review at the APD stage, during which the BLM retains full discretion to impose additional conditions or deny approval to avoid significant impacts.

The BLM Nevada Standard Lease Notice NV-E-00-A-LN (see EA Appendix C) has been applied to all lands of all parcels in this lease sale and has a subsection (T&E, Sensitive and Special Status Species) that states, "The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation."

Furthermore, NV-E-00-A-LN has a subsection notifying any prospective lessee that the operator is responsible for compliance with the provisions of the Migratory Bird Treaty Act (MBTA). Operators should be aware that any ground clearing or other disturbance (such as creating cross-country access to sites, drilling, and/or construction) during the migratory bird (including raptors) nesting season (March 1 - July 31) risks a violation of the MBTA. Disturbance to nesting migratory birds should be avoided by conducting surface disturbing activities outside the migratory bird nesting season.

The timing limit stipulation NV-E-06-A-TL for raptor nest sites has been applied to all lands of all parcels in order to protect raptor nesting activities necessary to maintaining the critical life stages of existing raptor populations. A table with the various raptor species and associated seasonal buffers is provided under stipulation NV-E-06-A-TL (see EA Appendix C).

Fugitive dust estimates are included in table 3-9 of the EA. The BLM Surface Operating Standards and Guidelines for Oil and Gas Exploration and Development- "The Gold Book" (BLM, 2007) mandates dust control as an essential mitigation measure for protecting air quality, safety, and adjacent resources, requiring it to be addressed within the Surface Use Plan. Operators must implement best management practices (BMPs), such as watering unpaved roads and active work surfaces, to minimize fugitive dust. Until a concrete proposal is submitted to BLM, a finer level of analysis is not possible.

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

c. Human Health

CBD argues that oil and gas leasing and fracking entail significant public health risks that should compel BLM to consider alternatives banning these practices. The BLM must consider the potential threats that oil and gas leasing pose to human health and safety, such as carcinogenic, developmental, reproductive, and endocrine disruption effects. CBD states that they presented ample evidence of these impacts in our previous comment letters, which BLM failed to adequately respond to in the Final EA. BLM failed to disclose the wide array of possible impacts from fossil fuel extraction and fracking to human health.

BLM Response:

The BLM's analysis discloses the potential for adverse direct, indirect, and cumulative health impacts from the Proposed Action. See EA Appendix D (Human Health and Safety). See also EA Section 3.4.1 for the BLM's air quality and GHG analyses, which also consider human health. Appendix D describes the demographic or socioeconomic indicators of risk for communities in proximity to the lease sale parcels and discusses how air pollutants associated with oil and gas activities can cause health effects, including but not limited to, compromises to immune and reproductive systems, birth defects, and developmental disorders. In addition, the EA air quality analysis (Section 3.4.1) discusses the human health effects of air pollutants and analyzes potential impacts, including cumulative impacts, to air quality under the Proposed Action, as well as the potential human health effects associated with estimated air pollutant emissions. Additional information regarding the human health and safety effects of air quality and GHGs can be found in the Air Resources Technical Report and the Annual GHG Report, respectively, which are incorporated by reference in the EA.

The BLM has reviewed and considered the studies listed by the commenter regarding the potential risks to human health. The studies do not contradict the BLM's analysis or conclusions. They do not present any additional risk factors or provide additional impact indicators that are not already considered. Therefore, the BLM has concluded that the risks are adequately evaluated in the analysis as described above and further in the Air Resources Technical Report. The BLM will continue to monitor publicly available sources and will incorporate scientific sources as they are published. Until a concrete proposal is submitted to BLM, a finer level of analysis is not possible.

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

d. Visual Resources

CBD argues that development of oil and gas resources entails impacts to visual resources. Examples include surface infrastructure such as roads and powerlines, drill rigs, pump jacks, grading, leveling, and other disturbances to visual resources. CBD states that a full visual resources inventory must be conducted and an assessment of the impacts of leasing and development must be made based on the results of that inventory.

<u>BLM Response:</u>

Please refer to EA Appendix D for a discussion of how the proposed action may affect the visual landscape. All proposed lease parcels are located in Visual Resource Inventory (VRI) Class 4. The management objective for VRI Class 4 is to provide for management activities which require major modification of the existing character of the landscape. The level of change to the characteristic landscape can be high. Management activities may dominate the view and may be the major focus of viewer attention. However, in all VRI Classes, the impact of these activities should be minimized through careful siting, minimal disturbance, and repeating the basic elements of form, line, color, and texture within the existing setting (BLM 2024a).

Given the RFFA of the possibility of exploration drill rigs, there would be temporary impacts to VRI. The exploration drill rigs would be visible day and night, usually operating 24 hours a day until desired depth is reached. Stipulations for paint color on exploration drilling is not required and the impact to VRI is considered temporary in nature and will be less apparent once the exploration drill rigs have left and the associated roads and pads have been reclaimed. The possibility of one production well, and ancillary facilities will require mitigation to minimize visual impacts. Mitigation could include properly chosen Standard Environmental Color and low-profile equipment that allows long-term facilities to blend in with the natural landscape. However, these mitigations would be decided at the time an APD is approved.

For these reasons, potential changes or visible contrast with the form, line, texture, and color of the characteristic landscape are likely to be low according to the RFDS for lease parcels and would meet the prescribed objectives of the VRI Classes in which they reside. Until a concrete proposal is submitted to BLM, a finer level of analysis is not possible.

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

e. Recreational Opportunities and Values

CBD argues that leasing and development of oil and gas resources within Eureka and Elko Counties have the potential to impact recreational opportunities and values, including, but not limited to, hunting, fishing, wildlife watching, hiking, backpacking, off-roading, geocaching, camping, botanizing, photography, and other activities. CBD states that BLM failed to fully analyze the impacts within the proposed project as well as the alternatives.

BLM Response:

Please refer to EA Appendix D for a discussion of impacts on recreation and travel management resources. The leasing action would be considered in compliance with all relevant recreation regulations, protocols and policies. Impacts on recreation from potential future exploration and development would be considered for analysis at the APD stage and include design features and mitigation that would be integrated to avoid or minimize potential impacts to recreation consistent with the RMP for the respective planning area.

There are no designated BLM Special Recreation Management Areas or developed recreation sites located within or adjacent to the parcels. Recreational opportunities and activities within the nominated lease parcels consist mainly of dispersed types of recreation such as, but not limited to, operation of Off Highway Vehicles (OHVs), camping, equestrian riding, hunting, rock hounding, and wildlife viewing.

Per the Surface Operating Standards and Guideline for Oil and Gas Exploration and Development – "The Gold Book" (BLM, 2007), temporary or longer-term impacts from the Proposed Action, such as road upgrades, increased vehicle traffic, construction, noise, dust, and/or surface disturbances from the possibility of exploration drill rigs and possibility of production well/s with ancillary facilities, would be localized and would not substantially impact recreational access and dispersed recreation opportunities within the parcels as alternative travel routes and other public lands would still be available for dispersed recreational opportunities in the vicinity. Until a concrete proposal is submitted to BLM, a finer level of analysis is not possible.

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

f. Environmental Justice

CBD argues that the BLM failed to evaluate the environmental justice implications of opening the lands for oil and gas leasing, particularly how pollution and other harms would disproportionately affect vulnerable communities. It emphasizes that health risk assessments often underestimate impacts because they fail to measure real world exposure intensity, duration, chemical mixtures, and the heightened susceptibility of environmental justice populations, including children. Numerous studies show that assessments of drilling and fracking emissions routinely overlook these vulnerabilities. CBD further asserts that BLM did not analyze how these impacts uniquely burden Native American communities and other groups historically subjected to inequitable exposure to harmful and polluting activities.

BLM Response:

Please refer to EA Section 3.4.2 for an analysis of social and economic effects as well as the BLM response to CBD protest point 5-c (Human Health) in regard to human health and safety.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The BLM verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

EA Section 3.4.2 explicitly discusses socioeconomic impacts on local communities, including explaining that rural Nevada populations would see short term economic benefits. These benefits include jobs, funding for public services, and indirect funding of related industry support services. Economic fluctuations associated with oil and gas development decisions are felt by local communities. The proposed action would not be expected to induce substantial growth or concentration of population, displace people, cause a substantial reduction or increase in employment, reduce or greatly increase wage and salary earnings, cause a substantial net increase in county expenditures, or create a substantial demand for public services. General analysis of potential impacts to human health and safety is included in Appendix D, but at the leasing stage human health risk assessments cannot be performed until project-specific details are known, so that frequency, timing, and levels of contact with potential stressors may be identified (EPA, 2023h).

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

6. The Final EA Failed to Comply with the Applicable Resource Management Plans

CBD argues that BLM relied on outdated RMPs and failed to demonstrate actual compliance with their management requirements, instead asserting that merely offering parcels for competitive oil and gas leasing satisfies multiple-use obligations. While BLM cites its authority to manage public lands for multiple use and sustained yield, it overlooks that these mandates encompass recreation, wildlife, habitat conservation, and other resource protections. The Center emphasizes that three applicable RMPs—the 1987 Elko RMP, the 1986 Shoshone-Eureka RMP, and the 2025 GRSG ARMPA—contain clear provisions for vegetation, wildlife, grazing, migratory corridors, water conservation, habitat management, and special status species, which BLM disregarded by prioritizing leasing without adhering to those established directives.

BLM Response:

The Federal Onshore Oil and Gas Leasing Reform Act of 1987 (30 U.S.C. § 226(b)(1)(A)) and its implementing regulations at 43 C.F.R. § 3120.1-2(a) direct the BLM to conduct quarterly oil and gas lease sales in each state when eligible lands are available. Leasing decisions must conform to existing, approved RMPs, which are developed under FLPMA and in compliance with NEPA. The BLM 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 parcel reviews and NEPA documentation.

For this lease sale, the BLM conducted a thorough review of each nominated parcel and applied appropriate lease stipulations and lease notices (see EA Appendix C) consistent with the governing RMPs and current resource inventories. These stipulations include No Surface Occupancy (NSO), Controlled Surface Use (CSU), and Timing Limitations (TL), as necessary to protect sensitive resources. Please refer to the below BLM response to CBD protest point 6-c regarding the Proposed Action's compliance with the 2025 Greater Sage-grouse ARMPA. As per 43 CFR 3101.13 (a), leases issued by the BLM must only include those stipulations and mitigation measures included in the resource management plan covering that parcel of land that is being leased.

The issuance of a lease does not authorize surface-disturbing activities such as drilling or extraction. A lease grants the lessee the right to explore and potentially develop the leased resources, subject to further environmental review and permitting, and lease stipulations. Any future development proposals would require an additional review at the APD stage, during which the BLM retains full discretion to impose additional conditions or deny approval to avoid significant impacts.

Lease Notice NV-E-00-A-LN has been applied to all lands of all parcels in this lease sale and states, "The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. §1531 et seq., including completion of any required procedure for conference or consultation."

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

a. Elko District RMP

CBD argues that the Final EA acknowledges that the Elko RMP requires BLM not only to keep public lands open for mineral exploration and development, but also to *mitigate conflicts* with wildlife, wild horses, recreation, wilderness, and other resource values. While mineral leasing is permissible, the EA falls short by deferring conflict mitigation analysis to the APD stage instead of addressing it at the leasing stage, where NEPA requires evaluation of reasonably foreseeable impacts. Courts have consistently held that agencies cannot postpone environmental analysis until later phases of development, nor rely solely on existing stipulations to resolve mitigation needs. Before committing resources that would become irretrievable, BLM must conduct site-specific and thorough analysis of foreseeable impacts and evaluate whether proposed mitigation measures are effective.

Despite the RMP's emphasis on protecting wildlife, wilderness, recreation, and other resource values, the EA offers only cursory discussion of how leasing may impact flora and fauna, even though it recognizes numerous potential effects such as habitat fragmentation, increased mortality, disturbance, and vegetation loss. At the same time, the RFDS forecasts industrial scale oil and gas development, yet the EA provides no corresponding analysis of conflicts at that scale. Instead, it merely acknowledges that impacts will occur without examining those predictable consequences in detail. By conflating acknowledgment with analysis, the EA fails to demonstrate compliance with the Elko RMP's mineral-management objectives and leaves required conflict-mitigation work incomplete.

<u>BLM Response:</u>

Please refer to the above BLM response to CBD protest point 6. 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.

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

b. Eureka RMP

CBD argues that the Final EA acknowledges that areas valuable for oil and gas may be leased only as modified by other resource considerations, which requires the BLM to balance competing resource values. However, the EA fails to adequately analyze foreseeable impacts to those resources, instead assuming a large-scale development scenario without addressing previously raised concerns. Because the RMP requires thorough resource balancing before irretrievable commitment of resources, the EA's omissions violate FLPMA and render it inconsistent with the governing RMP.

<u>BLM Response:</u>

Please refer to the above BLM response to CBD protest point 6. 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.

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

c. 2025 Greater Sage-grouse ARMPA

CBD argues that the BLM's lease sale analysis fails to comply with the Greater Sage-Grouse conservation requirements established in the ARMPA. Greater sage-grouse are highly sensitive to disturbance due to their strong site fidelity, reliance on high quality seasonal habitats, and dependence on landscape connectivity. Industrial development—including oil and gas—creates both direct habitat loss and "functional" fragmentation that prevents birds from accessing critical lek, nesting, summer, and wintering areas. Although the Final EA acknowledges that all proposed leasing parcels contain Priority, General, or Other Habitat Management Areas and lie close to active or inactive leks, it does not meaningfully analyze the extent or quality of those habitats, nor does it disclose key lek cluster data needed to evaluate impacts. BLM's responses to public comments largely restate known information rather than addressing substantive concerns about habitat protection, prioritization, and compliance with ARMPA directives.

CBD further contends that BLM improperly dismisses ARMPA requirements to prioritize development outside sage-grouse habitat and to avoid, minimize, and compensate for impacts “to the extent required by law.” Despite amendments intended to strengthen protections, the Final EA does not show how leasing parcels overlapping PHMA or GHMA will avoid or meaningfully reduce impacts at a project specific level. BLM also omits analysis of hard-trigger population declines, local population trends, invasive species spread, hydrologic connections, and site-specific baseline conditions such as lek status and habitat quality. Because lease issuance constitutes an irreversible commitment of resources—and NSO stipulations do not replace the required prioritization analysis—the Center asserts that full impact evaluation must occur at the leasing stage, consistent with NEPA, Conner v. Burford, and subsequent case law.

Ultimately, CBD concludes that BLM’s decision to move forward with the lease sale violates both NEPA and the ARMPA. The agency has not demonstrated that it considered prioritization away from sage-grouse habitat, disclosed necessary environmental data, or ensured compliance with management directives that require protection of PHMA and GHMA. By failing to defer parcels containing sensitive habitat or near lek clusters, BLM disregards the conservation purpose of the ARMPA and advances development that would further fragment essential sagebrush ecosystems already experiencing steep population declines and increasing pressures from invasive species and habitat loss.

BLM Response:

The BLM completed the 2025 Greater Sage-grouse ARMPA and published Records of Decision for all states involved 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. Figure 2 in the EA contains a map of the sage-grouse HMAs overlaying the parcels. According to the 2025 ARMPA, Greater Sage-Grouse (GRSG) HMA maps, Parcels NV-2026-09-7097, NV-2026-09 7106, NV-2026-09-7109, NV-2026-09-7110, NV-2026-09-7111, NV-2026-09-7113, NV-2026-09-7114, NV-2026-09-7117, and NV 2026-09-7118 contain Priority (PHMA) habitat. The nearest lek is located less than half a mile west of the proposed parcels but has been designated inactive by NDOW since 2009. There are no other leks within four miles of any of the parcel boundaries (this statement was added to EA Section 3.4.3). Nesting and early brood rearing habitat value is high within parcels contained within the PHMA boundary, but ranges marginal to not suitable within all other parcels. Quality late brood rearing and winter habitats are sparce in the area and only intersects small portions of a few of the parcels. Most late brood rearing and winter habitats within the parcels are rated moderate or less.

Parcels NV-2026-09-2378 and NV-2026-09-7119 both contain General (GHMA) habitat, though in parcel NV-2026-09-7119 it consists of only 32 acres. Parcels NV-2026-09-7101, NV-2026-09-7109, NV-2026 09-7116, NV-2026-09-7117, and NV-2026-09-7119 contain Other (OHMA) habitat. 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 PHMA and 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.

7. The Lease Sale Violates FLPMA and the MLA

CBD argues that FLPMA's multiple use and sustained yield mandate requires BLM to balance mineral development against ecological, cultural, recreational, and other resource values, and to prevent "unnecessary or undue degradation" of public lands. While oil and gas is one possible land use, FLPMA does not obligate BLM to authorize development where it conflicts with long-term resource protection. To fulfill this duty, BLM's updated 2024 leasing regulations require a leasing preference analysis that prioritizes parcels near existing development, with high development potential, and minimal conflicts with wildlife habitat, cultural resources, and recreation. Under these criteria, "high-preference" parcels should be offered first, while "low-preference" parcels—those likely to impair important habitats or other values—should be avoided.

Despite these requirements, all parcels selected for the lease sale were designated "low preference," meaning each is expected to impair wildlife habitat or connectivity areas. The Final EA does not explain why only low preference parcels were offered, nor does it show how this decision complies with FLPMA or the MLA's leasing-preference rules. By relying on generic stipulations and asserting "low resource concerns" without addressing the specific, detailed issues raised in CBD's prior protests, BLM's decision contradicts the purpose of the leasing-preference regulation and fails to demonstrate that leasing these parcels would avoid unnecessary or undue degradation. As a result, the decision to offer all parcels is arbitrary and capricious under FLPMA, the MLA, and the APA.

<u>BLM Response:</u>

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 September 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. CBD 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 September 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.

8. The Final EA Failed to Consider Climate Change

CBD contends that the courts have repeatedly affirmed that federal agencies must meaningfully analyze GHG emissions under NEPA, including cumulative and indirect impacts. In *Center for Biological Diversity v. NHTSA*, the Ninth Circuit emphasized that even individually small regulatory actions can collectively produce significant climate effects, requiring a robust cumulative-impact analysis. Similarly, courts have rejected agencies' attempts to dismiss indirect emissions as speculative, ruling—such as in *High Country Conservation Advocates* and *WildEarth Guardians v. BLM*—that agencies must account for how opening access to fossil fuel reserves influences production, markets, and ultimately combustion-related emissions.

Because methane is a highly potent greenhouse gas, the environmental analysis must quantify both fugitive and non-fugitive methane emissions from wells, infrastructure, and downstream end-use combustion. Scientific assessments, including the IPCC's Sixth Assessment Report, show methane levels are at their highest in hundreds of thousands of years and that significant portions of global oil and gas reserves must remain unextracted to avoid surpassing the 2°C warming threshold. Expanding fossil fuel development—especially through technologies like fracking that unlock previously inaccessible reserves—risks locking in long-lived emissions and undermining national and global climate commitments.

In light of this, CBD concludes that any EA must include a comprehensive accounting of upstream, midstream, and downstream GHG emissions, grounded in recognized climate science and economic principles. Failure to do so would not satisfy NEPA's requirements for informed decision-making at a moment when limiting additional fossil fuel development is critical to meeting climate goals.

<u>BLM Response:</u>

BLM analyzes potential impacts, including cumulative impacts, from climate change and GHGs in detail in the EA (see EA Section 3.4.1). The EA incorporates by reference information from the Annual BLM Specialist Report on Annual Greenhouse Gas Emissions Trends. The emissions used in this analysis are estimated using the 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 presents estimates of potential direct and indirect GHG emissions (including methane emissions) related to the lease sale, compares them to GHG emissions from other sources, and 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 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.

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

9. BLM Failed to Analyze a Reasonable Set of Alternatives

CBD argues that BLM is required under NEPA to evaluate a reasonable range of alternatives to any proposed action, a duty guided by the Ninth Circuit's "rule of reason." This standard requires that alternatives be both feasible and aligned with the project's purpose and need, and that BLM take a "hard look" at the potential impacts of each option to support informed decision-making and public participation. Courts have repeatedly emphasized that agencies must meaningfully consider alternatives that fall between the extremes, and that the scope of alternatives is dictated by the agency's stated purpose and need for action.

In this case, the Final EA fails to meet those requirements because it analyzes only the no action alternative and treats the RFDS as though it were an alternative, even though the RFDS is simply a development scenario of the proposed action. By omitting reasonable, viable alternatives that address the numerous resource concerns raised, the EA presents only "polar opposite" options, contrary to precedent such as Rocky Mountain Wild. Although BLM claims broader alternatives are outside the scope of its decision, its own NEPA handbook requires consideration of reasonable alternatives meeting the agency's purpose and need. The record therefore suggests that BLM is disregarding both legal precedent and its procedural obligations by refusing to evaluate additional reasonable alternatives.

<u>BLM Response:</u>

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 1.5). 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 CBD protest points 9-a and 9-b regarding the OBBBA.

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

a. The One Big Beautiful Bill Act (OBBBA)

CBD alleges that the OBBBA fundamentally reshapes federal oil and gas leasing by amending the Mineral Leasing Act to require that all leases strictly follow the existing RMPs and forbidding BLM from adding lease-specific stipulations or mitigation measures not already included in the RMP. This eliminates BLM's historic ability to address environmental or resource conflicts during NEPA review through sale-level conditions, making the RMP itself solely responsible for ensuring that leasing avoids unnecessary or undue degradation under FLPMA. Because many existing RMPs presumed BLM retained later discretion to impose protective measures, they are now inadequate foundations for leasing decisions under OBBBA. As with the need for a programmatic EIS to address cumulative environmental impacts, the loss of lease-level mitigation authority requires comprehensive RMP revisions before further leasing can lawfully proceed. Although OBBBA states that initiating an RMP amendment should not delay leasing, that provision cannot justify relying on outdated or insufficient plans; doing so would result in arbitrary and capricious leasing decisions in violation of the APA.

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, BMPs, and other requirements at the APD stage, where the MLA and current regulations continue to provide discretion. Contrary to the CBD'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.

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

CBD argues that OBBBA section 50101(c)(2)(A) can be interpreted in multiple ways, and under some interpretations it may constrain BLM's discretion in deciding which nominated parcels to offer for leasing. One possible reading is that BLM must offer at least 50 percent of nominated parcels, meaning any alternative presenting less than that threshold would be inherently unreasonable and therefore not viable. Under this interpretation, BLM would be required to analyze "middle-ground" alternatives between the two extremes of offering exactly 50 percent or offering all nominated parcels, consistent with NEPA's principle that broader purpose-and-need statements require a correspondingly broader range of reasonable alternatives.

Because the statute states that the Secretary "shall not offer less than 50 percent of available parcels nominated for oil and gas development," the OBBBA may narrow BLM's authority to defer parcels and thus limit the reasonable alternatives the agency can analyze. As a result, BLM must consider alternatives that reflect this statutory minimum, including scenarios with stipulations or constraints—such as NSO stipulations on all parcels, removing parcels with leks or sensitive species habitat, or imposing stipulations limiting hydraulic fracturing—to ensure an informed decision supported by a balanced set of viable options rather than only the two extremes.

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 September 2026 Sale have been found to have any unresolved resource conflicts that would require deferment and subsequent further analysis, nor has the commentor raised any specific parcel resource concerns that would require deferment. Please see the above BLM response to CBD protest points 9 and 9-a.

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 14 Sale parcels, EA, and FONSI is dismissed for the reasons discussed above, and 14 parcels will be offered for sale on September 16, 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: 2026.09.15 13:24:17 -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
NVE0000
NVE0100
NVE0200
NV0920 (L. Trapp)
NV0922 (A. Jensen, F. Kaminer, H. Dargert, F. Cisneros, 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 September 2026
Reading File: NV-922