

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No.: 1:21-cv-00129-MSK

STATE OF COLORADO, by and through  
its Department of Natural Resources,

Petitioner,

v.

UNITED STATES BUREAU OF LAND  
MANAGEMENT, *et al.*,

Respondents.

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**SETTLEMENT AGREEMENT**

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Petitioner State of Colorado (“Petitioner”) and Respondents U.S. Bureau of Land Management (“BLM”) et al. (“Respondents”) (each a “Party” and collectively “the Parties”) have reached agreement to resolve this case, with the Parties agreeing to undertake and perform the measures set forth in this Settlement Agreement (“Agreement”).

WHEREAS on January 15, 2021, Petitioner brought this action challenging the Uncompahgre Field Office Resource Management Plan;

WHEREAS, Respondents deny any violation of law for that decision process;

WHEREAS, the Parties believe it is in the best interest of the public, the Parties, and judicial economy to resolve the claims in this case, and have reached agreement as to those claims and related issues as embodied in this Agreement;

THEREFORE, the Parties agree as follows:

1) The Parties agree that BLM will complete a statewide Resource Management Plan Amendment (“RMPA”) addressing, at a minimum, the management of oil and gas and associated infrastructure in big-game migration corridors and other important big game habitat areas on BLM-administered lands in Colorado. BLM will publish a Notice of Intent to prepare this RMPA by June 30, 2022. BLM reserves its discretion regarding expanding the scope of this planning effort.

2) The Parties agree that BLM will complete a range-wide RMPA addressing management of Gunnison sage-grouse habitat on BLM-administered lands in Colorado and Utah. BLM will publish a Notice of Intent to prepare this RMPA by June 30, 2022. BLM reserves its discretion regarding the scope of this planning effort.

3) The Parties agree that BLM will complete the range-wide Gunnison sage grouse RMPA and the statewide big game RMPA within two years of publishing their respective Notices of Intent. Respondents may request an extension of this agreed-to timeline for good cause, without it constituting a breach of the Agreement. Respondents will not be deemed to have breached this Agreement if BLM’s delay of the finalization of the RMPAs is caused by the review of federal agencies outside the Department of the Interior or agencies of the State of Colorado.

4) The Parties agree that BLM will, no later than June 30, 2022, issue an instructional memorandum that provides interim guidance for the protection of important habitat for Gunnison sage grouse until completion of the Gunnison sage-grouse RMPA described in Paragraph 2 above.

5) The Parties agree that if BLM has not completed nationwide guidance on the management of important habitat connectivity areas for big game by June 30, 2022, BLM will,

no later than that date, issue interim Colorado-specific guidance for the management of such areas until the completion of the statewide big game RMPA. This Colorado-specific interim guidance may be superseded by subsequent nationwide guidance. This Colorado-specific interim guidance will instruct Colorado BLM offices regarding consideration of future land use actions and decisions in order to avoid, minimize or mitigate adverse impacts to important habitat for big game species. The Colorado-specific interim guidance for big game will recognize a cooperating role for Colorado Parks and Wildlife in land use and project planning, leasing, and permitting decisions affecting mapped priority big-game habitat.

6) The Parties agree that they will submit to the Court a stipulation of dismissal and proposed order dismissing the case with prejudice, pursuant to Fed. R. Civ. P. 41, within seven days of execution of this Agreement. The Court shall retain jurisdiction solely for the purposes of determining compliance with the deadlines in Paragraphs 1 through 5 of this Agreement. In the event of a dispute regarding compliance with the deadlines in Paragraphs 1 through 5 of this Agreement, the Party raising the dispute or seeking enforcement shall provide the other Party with written notice of the claim. The Parties agree that they will meet and confer (either telephonically or in person) in a good faith effort to resolve any requests, disputes, or claims before seeking further relief. If the Parties are unable to resolve the request, dispute, or claim themselves within 60 days of the receipt of the written notice of a request, dispute or claim (or such longer time to which they agree), then the Parties may seek relief from the Court. The Parties agree that they will not seek contempt of court as an available remedy for any alleged violation of this Agreement, and the Parties therefore knowingly waive any right they might have to seek an order of contempt for any such alleged violation; provided, however, that if the Court issues an order resolving a dispute among the Parties regarding compliance with the

deadlines in Paragraphs 1 through 5 of the Agreement, the Parties may seek contempt of court as a remedy for any violation of any such order.

7) Any future challenge to the adequacy of the RMPAs described in Paragraphs 1 and 2 above must take the form of a new civil action under the judicial review provisions of the Administrative Procedure Act, and may not be asserted as a claim for violation of this Agreement or in a motion to enforce the terms of this Agreement. Nothing in this Agreement precludes or limits Petitioner from raising any claim against the future planning decisions described herein.

8) This Agreement is the result of compromise and settlement, and it is based on and limited solely to the facts involved in this case. This Agreement does not represent an admission by any Party to any fact, claim, or defense concerning any issue in this case. Further, this Agreement has no precedential value and shall not be used as evidence by any Party in any other litigation except as necessary to enforce the terms of this Agreement.

9) No provision of this Agreement shall be interpreted as, or constitute, a commitment or requirement that Respondents take action in contravention of the Administrative Procedure Act, the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

10) The undersigned representatives of the Petitioner and Respondents certify that they are fully authorized by the respective Parties whom they represent to enter into the terms and conditions of this Agreement and to legally bind such Parties to it.

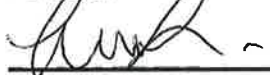
11) This Agreement contains all of the terms of agreement between the Parties concerning the Petition, and is intended to be the final and sole agreement between the Parties with respect thereto. The Parties agree that any prior or contemporaneous representations or understanding not explicitly contained in this written Agreement, whether written or oral, are of no further legal

or equitable force or effect.

12) The Agreement is binding on Petitioner and Respondents once signed by both Parties.

Entered this 26th day of April, 2022.

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