

**Wyoming Outdoor Council • National Audubon Society • The Wilderness Society •  
Wyoming Wilderness Association**

February 18, 2020

**Delivered via USPS Express Mail**

**Acting State Director Duane Spencer  
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**BLM-WY STATE OFFICE**

**Re: Protest of the BLM's March 24, 2020 Competitive Oil-and-Gas Lease Sale for  
Wyoming**

Dear Duane,

The Bureau of Land Management's March 2020 lease sale for the State of Wyoming threatens wildlife habitat that is relied upon by a variety of species, most notably greater sage-grouse and mule deer. On behalf of the Wyoming Outdoor Council, National Audubon Society, Wyoming Wilderness Association and The Wilderness Society, we accordingly submit this protest to the sale under 43 C.F.R. § 3120.1-3.<sup>1</sup>

In this lease sale, the BLM is proposing to lease 105 parcels that would cover approximately 118,215 acres of federal land, much of it in sensitive wildlife habitat. All but perhaps one of the parcels are in designated greater sage-grouse habitat, with many of them in priority habitat management areas. *See* Exhibit 1: Lease parcels in Greater sage-grouse PHMA. The BLM has not identified how many parcels are in sagebrush focal areas. Further, eleven of the parcels intersect crucial mule deer winter range and seven parcels intersect a mule-deer migration corridor. For reasons discussed below, the State Director should defer leasing any parcels in designated sage-grouse habitat and in mule-deer migration corridors and crucial winter range.

**I. ISSUES OF CONCERN**

We are concerned the BLM has not met its obligations under the National Environmental Policy Act (NEPA) and the Federal Land Policy and Management Act (FLPMA) to provide for sage-grouse conservation. It has not met its obligations under the 2015 sage-grouse resource management plan (RMP) because it fails to adhere to the 2015 ARMPs/ARMPs for the Rocky Mountain Greater Sage-Grouse Sub-Regions. BLM's proposal does not prioritize leasing outside of core greater sage-grouse habitat, violating the 2015 core area protection strategy of the State of Wyoming. We are also concerned by the plan to offer leases in areas that have low development potential, which is contrary to the Mineral Leasing Act (MLA). *See* 30 U.S.C.

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<sup>1</sup> The environmental assessment prepared for this lease sale was numbered DOI-BLM-WY-0000-2020-0003-EA.

226(a). Additionally, we are concerned that BLM's continued leasing in vital habitat for mule deer included designated migration corridors and crucial winter range threatens the herds that rely on that habitat, and that potential impacts to those herds have not been adequately evaluated nor disclosed.

## **II. LEASE PARCELS PROTESTED**

For the reasons discussed below, we protest the BLM's decision to offer the 105 parcels that it is proposing, lease parcels WY-201Q-001 to -105. A list of the protested parcels is included in the Appendix.

## **III. INTERESTS OF THE PARTIES**

The Wilderness Society, Wyoming Outdoor Council, Wyoming Wilderness Association and National Audubon Society have a long-standing interest in the BLM's management of public lands in Wyoming, and engage frequently in the decision-making processes for land-use planning and project proposals that could potentially affect our public lands and minerals, including the oil-and-gas leasing process. Our members and staff enjoy many recreational, scientific, and other opportunities on BLM-managed public lands, including hiking, biking, nature-viewing, photography, and quiet contemplation in the solitude offered by wild places. Our missions are to work for the protection and enjoyment of the public lands for and by our members and the public.

The National Audubon Society protects birds and the places they need, today and tomorrow. A nonprofit conservation organization since 1905, Audubon works throughout the Americas using science, advocacy, education, and on-the-ground conservation. Audubon Rockies is a regional office of National Audubon Society, working in Wyoming.

The mission of The Wilderness Society is to protect wilderness and inspire Americans to care for our wild places.

Founded in 1967, the Wyoming Outdoor Council (WOC) is the state's oldest and largest independent conservation organization. Its mission is to protect Wyoming's environment and quality of life for present and future generations.

The Wyoming Wilderness Association is a non-profit organization created in 1979 by a group of wilderness advocates and outdoors people who envisioned the Wyoming Wilderness Act. Our mission is to defend Wyoming's magnificent wild landscapes from the pressures of development, mismanagement, and commodification. We represent the values and interest of nearly 2,000 Wyoming members.

Although our organizations generally support the judicious leasing and responsible development of the public's oil-and-gas resources when done in the right place and after full disclosure of the environmental impacts that will result from development, we have concluded that with respect to this proposal, none of those basic guiding tenets have been achieved.

#### IV. AUTHORIZATION TO FILE THIS PROTEST

As an attorney for the Wyoming Outdoor Council, John Rader is authorized to file this protest on behalf of the Wyoming Outdoor Council and its members and supporters. He also has been given the authority to file this protest on behalf of The Wilderness Society, Wyoming Wilderness Association and National Audubon Society.

##### I. STATEMENT OF REASONS

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##### A. The BLM Has Not Met Its Obligations to Conserve Sage-Grouse

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###### 1. *An inadequate range of alternatives is considered for sage-grouse conservation.*

In this EA, the BLM only analyzes two alternatives, a no action alternative and the proposed lease everything alternative. EA at 7-10. Three other alternatives, including an alternative that would have deferred leasing parcels in designated sage grouse priority habitat management areas (PHMA) and/or general habitat management areas (GHMA), were not analyzed in detail. *Id.* at 11. An environmental assessment that offers a choice between leasing every proposed parcel and leasing nothing at all does not present agency decisionmakers with a reasonable range of alternatives. *See Wilderness Soc’y v. Wisely*, 524 F. Supp. 2d 1285, 1312 (D. Colo. 2007) (holding that the BLM violated NEPA by failing to consider a “middleground compromise between the absolutism of the outright leasing and no action alternatives”); *Muckleshoot Indian Tribe v. U.S. Forest Serv.*, 177 F.3d 800, 813 (9th Cir. 1999) (holding that a NEPA analysis failed to evaluate a reasonable range of alternatives where it “considered only a no action alternative along with two virtually identical alternatives”); *LaCounte*, 939 F.3d at 1029 (reaffirming the holding in *Muckleshoot Indian Tribe*). Yet here the BLM’s EA analyzed only lease everything and no lease alternatives, and thus failed to consider the reasonable range of alternatives required under NEPA.

The recent preliminary injunction that bars the BLM from implementing its 2019 BLM Sage-Grouse Plan Amendments in seven Western states—including Wyoming—underscores the inadequacy of the agency’s environmental analysis. *See* Mem. Order and Decision, *Western Watersheds Project v. Schneider*, 2019 U.S. Dist. LEXIS 181043 (D. Idaho Oct. 16, 2019). As a result of the court’s decision that the NEPA analysis for the 2019 BLM Plan Amendments was likely to be found insufficient for lack of reasonable alternatives, the 2015 plan is in effect again. *Id.* At 21. A reasonable range of alternatives under the 2015 plan requires an alternative prioritizing leasing outside of greater sage-grouse PHMA and GHMA

Even under the 2019 plans, the BLM was required to consider a greater range of alternatives to comply with NEPA. In particular, there was a need to consider deferring leasing in core sage-grouse habitat, which was opened to leasing under the BLM’s action. The BLM has done no NEPA analysis to ensure this lease sale comports with the 2015 plans that are now in effect. Before proceeding with the sale, the BLM must analyze a reasonable range of alternatives under the 2015 plans that are again in effect.



BLM claims in its 201Q BLM Comment Response Document (hereinafter simply Comment Response) that deferring these parcels would no be in conformance with the Rocky Mountain ROD and the lands at issue were open to leasing under both the 2015 and 2019 plans. Comment Response 15. But the 2015 sage-grouse plan clearly required BLM to prioritize leasing outside of sage-grouse habitat (and made many other provisions such as requirements for a net conservation gain and compensatory mitigation). BLM cannot meet that requirement when it proposes to lease 104 out of the 15 parcels in PHMA or GHMA. EA 44.<sup>2</sup>

*2. The BLM has not taken a hard look at the impacts of this lease sale on sage-grouse conservation.*

The BLM has failed to take a hard look at the environmental impacts of this lease sale to sage grouse. Under NEPA, the BLM must evaluate the “reasonably foreseeable” site-specific impacts of oil-and-gas leasing prior to making an “irretrievable commitment of resources.” 40 C.F.R. § 1502.22; 42 U.S.C. § 4332(2)(c)(v); *New Mexico ex rel. Richardson*, 565 F.3d at 708; *see also Sierra Club v. Hodel*, 848 F.2d 1068, 1093 (10th Cir. 1988) (holding that agencies are to perform a hard-look NEPA analysis “before committing themselves irretrievably to a given course of action so that the action can be shaped to account for environmental values”); *Vermont Yankee Nuclear Power Corp. v. Natural Res. Def. Council, Inc.*, 435 U.S. 519, 553 (1978) (holding that NEPA “places upon an agency the obligation to consider every significant aspect of the environmental impact of a proposed action”). Courts have held that the BLM makes such an irretrievable commitment of resources when it issues an oil-and-gas lease without reserving the right to later prohibit all development. *New Mexico ex rel. Richardson*, 565 F.3d at 708; *Pennaco Energy, Inc. v. U.S. Dep’t of the Interior*, 377 F.3d 1147, 1160 (10th Cir. 2004).

Here, the BLM is making an “irretrievable commitment of resources” by offering leases without reserving the right to prevent all future development. The site-specific impacts to sage grouse are “reasonably foreseeable” and must be analyzed now, rather than waiting until a leaseholder submits an application for a permit to drill.

However, in the EA for this lease sale, BLM has not sufficiently evaluated reasonably foreseeable impacts to sage grouse. In light of the aforementioned order enjoining the 2019 sage grouse plan revisions, this lease sale must comply with the now reinstated, more stringent 2015 sage grouse plans. BLM claims in the EA that this lease sale conforms to the 2015 plans. EA at 3,4. Yet the EA makes no attempt whatsoever to analyze potential impacts to sage grouse under the 2015 plans’ standards. For instance, the EA makes no mention of the 2015 plans’ prioritization requirement, the net conservation gain standard, sagebrush focal areas, compensatory mitigation and other key components of the 2015 plans. As the EA makes no effort to evaluate potential impacts to sage grouse from this lease sale under the 2015 rules, it clearly cannot satisfy NEPA’s hard look mandate. In addition to violating NEPA, this lease sale’s lack of accordance with the 2015 plans violates FLPMA.

In the Comment Response BLM claims that these issues are not applicable to what lands are available for leasing and do not change the stipulations that apply to the leases. Comment

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<sup>2</sup> On on page 74 of the EA BLM says 22 of the parcels would be in PHMA and 87 parcels in GHMA, for a total of 109 parcels.



Response 16. But the prioritization requirement is supplemental to leasing availability decisions and the stipulations that are applied to a lease are in addition to the prioritization requirements.

3. *The cumulative impacts of this lease sale on sage-grouse have not been adequately considered.*

The BLM has not considered the cumulative impacts of this lease sale in the context of other local, state, and regional development, substantial revisions to federal sage-grouse policy, and the recent reinstatement of the 2015 sage-grouse plan. NEPA requires the agency to evaluate the cumulative impacts “resulting from the incremental impact of the ... [lease sale] when added to other past, present, and reasonably foreseeable future actions.” 40 C.F.R. § 1508.7; *see also Kern v. BLM*, 282 F.3d 1062, 1075-77 (9th Cir. 2002). To satisfy this requirement, the BLM’s NEPA analysis must consider the cumulative impact of all the recent and currently planned oil-and-gas auctions in which the agency has offered hundreds of leases affecting sage-grouse habitats protected under its resource management plans.

In its environmental assessment, the BLM claims that “impacts (direct, indirect, and cumulative) beyond those analyzed in the underlying RMP FEIS’ and the ARMPA FEIS (2015) are not expected,” arguing that “Because the proposed parcels in DOI-BLM-WY-0000-2020-0003-EA 82 PHMA are adjacent to to [sic] existing leases, significant new impacts are not expected due to application of the Density and Disturbance CSU but could ultimately expand the area under productin , [sic] depending upon future drilling targets, and drilling technology.” EA at 81-82. But the fact that proposed parcels in core sage grouse habitat happen to be near to existing leases does not absolve BLM of its duty to analyze the cumulative impacts resulting from *this lease sale* in the context of other local, state, and regional development. While BLM admits that these leases could ultimately expand the area under production, the agency fails to address potential impacts of that expansion here. BLM should at least forecast a range of reasonably foreseeable impacts to sage grouse.

The impacts of this lease sale on sage-grouse, in particular, must be analyzed in the context of other local and regional development. The recent order in *Western Watersheds Project* highlights a major issue; the 2019 plans tier to six separate EISs for individual states, splitting up the sage-grouse range and not considering the cumulative impacts of the BLM actions across states. Mem. Order and Decision, *Western Watersheds Project v. Schneider*, Case No. 16-CV-83-BLW (D. Idaho Oct. 16, 2019). The court highlighted that “sage grouse range covers multiple states and that a key factor—connectivity of habitat—requires a large-scale analysis that transcends any single state.” *Id.* at 23. In assessing the impacts of this lease sale on the sage-grouse, the BLM must consider the broader context of impacts from past, present, and reasonably foreseeable federal actions. Otherwise, members of the public and decision-makers have no context for the BLM’s conclusion that impacts beyond those analyzed in RMPs are not expected. Before moving forward with the lease sale, the BLM must set forth with reasonable specificity the cumulative effect of the leasing, improve the analysis in its EA, and make decisions accordingly.

With respect to sage-grouse, the change in policy between the 2015 sage-grouse plans and the 2019 amendments has led to uncertainty in how reverting to the 2015 plan will impact the prioritization of leasing outside of core habitat. The BLM must analyze the cumulative impacts

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based on the 2015 plans currently in effect and consider these impacts in the context of other local, state, and regional lease sales and projects.

In the Comment Response the BLM claims we have provided no new information here or identified any new or different impacts and that these issues were within the range analyzed in the EA and the 2015 sage-grouse plan, including stipulations. Comment Response 17. But the cumulative impacts analysis relative to sage-grouse needs to consider the massive amount of leasing that has occurred in Wyoming and other states and that has not been done. The EA is silent on the level of leasing that has occurred in sage-grouse habitat or that is planned.

*4. The BLM has not met the requirements of the 2015 sage-grouse RMP.*

The BLM is now under an obligation to ensure that its 2015 sage-grouse Resource Management Plan Amendments serve as the basis for sage-grouse conservation due to the decision in *Western Watersheds Project v. Schneider*, 2019 U.S. Dist. LEXIS 181043 (D. Idaho Oct. 16, 2019). It cannot rely on the 2019 plan amendments. As the court ordered, “[t]he BLM is enjoined from implementing the 2019 BLM Sage-Grouse Plan Amendments for Idaho, Wyoming, Colorado, Utah, Nevada/Northeastern California, and Oregon, until such time as the Court can adjudicate the claims on the merits. The 2015 Plans remain in effect during this time.”

Under the 2015 Record of Decision and Approved Resource Management Plan Amendments for the Rocky Mountain Region (ROD and ARMPA) the BLM has a number of important obligations relative to sage-grouse conservation. See [https://eplanning.blm.gov/epl-front-office/projects/lup/9153/63287/68529/Rocky\\_Mountain\\_Region\\_ROD.pdf](https://eplanning.blm.gov/epl-front-office/projects/lup/9153/63287/68529/Rocky_Mountain_Region_ROD.pdf). These include requirements to prioritize leasing outside of GHMA and PHMA, protections for Sagebrush Focal Areas (SFA), a requirement for mitigation that provides a net conservation gain, and requirements for compensatory mitigation when needed. See ROD and ARMPA at 1-18, 19, 22, 25, 26, and 27. The BLM must demonstrate that it has met these requirements in the EA for the March 2020 (Q1) lease sale.

The BLM has declined to consider an alternative that would defer leasing parcels in sage-grouse habitat. EA at 11. BLM’s rationale for not considering this alternative is unconvincing. Despite the claim that this alternative “would not be in conformance with the approved RMPs,” in fact the ROD and ARMPA require BLM to prioritize leasing outside of important sage-grouse habitats. And as the EA recognizes, deferral is only a temporary closure to leasing so deferring these parcels in no way is contrary to RMP direction that these areas are open to leasing (and in fact, even if an area is open to leasing BLM still has the latitude to not lease the area).

The discussion of sage-grouse beginning on page 42 of the EA does not show that BLM is seeking to implement the 2015 sage-grouse plans as it is now required to do. Nothing is really said about the prioritization requirement, SFA protections, the need for a net conservation gain mitigation strategy, the need for compensatory mitigation if other mitigation is unsatisfactory, or the many other requirements of the 2015 ROD and ARMPA. Essentially only the Wyoming core area strategy and related Executive Order are mentioned, not the BLM’s 2015 plans. Relative to prioritization, BLM claims that Instruction Memorandum (IM) 2018-026 has replaced IM 2016-143 but this cannot be: IM 2018-026 was effectively repealed by the decision in *Western*



*Watersheds Project v. Schneider*. EA at 43. The BLM needs to recognize this in the EA. Moreover, even if IM 2018-026 had remained in effect, a mere IM cannot supersede the prioritization directive of an RMP.

Nineteen parcels are proposed for sale in PHMA, 81 in GHMA, and 4 are in both PHMA and GHMA. EA at 44.<sup>3</sup> There would be 34,133 acres in PHMA. Given this widespread impact on sage-grouse habitats, the BLM must clearly show that it has recognized and abided by the 2015 sage-grouse RMP, not the 2019 plan amendments. It has not done this and this must be corrected. While BLM has determined many of these leases are near existing leases held by production or near authorized leases and therefore disturbances can be consolidated near existing disturbance, this does not change the need to ensure that all provisions of the 2015 plan are complied with. EA at 74. Standard Lease Notice 3 is not the same thing as complying with the 2015 plan. And stipulations that are “in conformance with the BLM’s recent RMP revisions and amendments” sounds mostly like BLM still seeking to implement the 2019 plan amendments, in violation of the Idaho court preliminary injunction. BLM is proposing to greatly increase the amount of leasing in PHMA and this does not comply with the 2015 plan. EA at 81.

As we have pointed out in EA comments and lease protests previously, there is no doubt BLM must comply with the RMP that is in place. 43 U.S.C § 1732(a); 43 C.F.R. § 1610.5-3(a) (both requiring compliance with an approved RMP). Commenting on these provisions, the Supreme Court said,

The statutory directive that BLM manage “in accordance with” land use plans, and the regulatory requirement that authorizations and actions “conform to” those plans, prevent BLM from taking actions inconsistent with the provisions of a land use plan.

*Norton v. Southern Utah Wilderness Alliance*, 542 U.S. 55, 68 (2004).

Thus, it is clear that under the Idaho court order the BLM must seek to implement the 2015 sage-grouse plan in this lease sale.

In response to these concerns the BLM says in the Comment Response that these issues are not applicable to what lands are available for leasing and do not change the stipulations that apply to the leases. Comment Response 18 (directing the reader to Response 16). But the prioritization requirement is supplemental to leasing availability decisions and the stipulations that are applied to a lease are in addition to the prioritization requirements. The BLM also claims that IM 2018-026 is unaffected by the decision in *Western Watersheds Project* and that application of the IM is consistent with the 2015 sage-grouse plan. Comment Response 19. The BLM should revisit the decision in *Western Watersheds Project*, which we believe clearly nullified IM 2018-026, and again an IM cannot overturn or be contrary to the provisions in an RMP.

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<sup>3</sup> But as we mentioned earlier, later in the EA BLM says 22 parcels will be leased in PHMA and 87 parcels in GHMA. EA at 74.

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## **B. The BLM Must Abide by the Mineral Leasing Act Requirement to not Lease Low Development Potential Lands**

The BLM continues to facilitate speculative leasing in violation of FLPMA and the MLA, and the agency has also failed to consider option value prior to leasing. The MLA is structured to facilitate actual production of federal minerals, and thus its faithful application should focus on areas with known potential for development while discouraging speculative leasing of low-potential lands. The BLM's March 2020 lease sale contravenes this core principle in three ways: (1) it fails to prioritize the leasing of lands with high potential for development; (2) it continues a long trend of leasing lands with little or no potential for productive mineral development, which encourages speculative leasing and produces administrative waste rather than oil and gas; and (3) it eliminates important option values by hamstringing decisional flexibility in future management. In order to avoid violating the MLA and FLPMA, the BLM should avoid offering parcels with low potential for mineral development in this lease sale.

To fulfill its multiple use mission, the BLM must fully consider—and where reasonable, manage for—alternatives to oil and gas development, particularly in parcels with low potential for oil and gas development. *See Wilderness Workshop v. BLM*, 342 F. Supp. 3d 1145 (D. Colo. 2018) (holding that the BLM failed to adequately consider other values by deciding to lease every possible low-yield parcel in an RMP in Colorado).

### *1. The agency should prioritize the leasing of lands with high potential for development.*

The MLA grants the Secretary of the Interior the authority to determine which parcels of land may be leased. As the Tenth Circuit has explained:

Under 30 U.S.C. § 226(a), “[a]ll lands subject to disposition under this chapter which are known or believed to contain oil or gas deposits *may be leased* by the Secretary,” (emphasis added) and the Secretary still retains the authority to determine which lands are “to be leased” under § 226(b)(1)(A).

*W. Energy All. v. Salazar*, 709 F.3d 1040, 1044 (10th Cir. 2013).

In order to effectuate the MLA's purpose of facilitating production of federal minerals, the BLM should focus on areas with known potential for development while discouraging speculative leasing of low-potential lands. The Interior Department has, through the IBLA, recognized its obligation to prioritize leases that will result in actual mineral development. *See Vessels Coal Gas, Inc.*, 175 IBLA 8, 25 (2008) (noting that “[i]t is well-settled under the MLA that competitive leasing is to be based upon reasonable assurance of an existing mineral deposit”). Here, however, the BLM has provided no evidence that the proposed parcels contain oil or gas deposits, as the MLA requires. *See* 30 U.S.C. § 226(a) (providing that lands subject to oil-and-gas leasing will be “known or believed to contain oil or gas deposits”). In addition, under the MLA, the BLM is to ensure that each lease contains provisions for “reasonable diligence, skill, and care in the operation of said property,” and “for the protection of the interests of the United States” and “for safeguarding of the public welfare.” 30 U.S.C. § 187.

In this EA, the BLM acknowledges that the “number of wells in these field offices that could potentially be put into production under a full-field development scenario for leases is highly uncertain.” EA at 31.

However, based on the BLM’s own analysis of oil and gas development potential in the underlying RMPs, many of the parcels BLM is offering in this lease sale, including parcels offered within sensitive wildlife habitat, overlap areas with moderate or low potential. *See, e.g.* Green River Resource Management Plan (1997) at pg. 107 Map 88: Oil and Gas Potential Green River Planning Area.

In fact, based on the pattern of lease sales in Wyoming, there is evidence of low potential land leasing. The parcels in the BLM’s lease sale generally lack oil-and-gas resources. At the end of FY2019 7,587 out of the 13,414 leases in Wyoming were in production, 56.5 percent. EA at 31. And only 45.8 percent of the acreage under lease was in production. *Id.* The rate of production success can be as low as 13 percent. *Id.* at 63. The number of APDs approved has decreased and is approximately 27 percent of the activity level in 2008. *Id.* at 33

The BLM has claimed in past responses to comments that the MLA’s requirement to lease on lands known or believed to contain oil or gas deposits was nullified by the passage of the Federal Onshore Oil and Gas Leasing Reform Act of 1987. According to the agency:

“The Reform Act significantly changed the way BLM leases onshore federal lands for oil and gas development. Previously, only lands that BLM had determined to have known oil and gas potential were leased competitively using sealed bidding to determine bonuses to be paid. Most leases were issued noncompetitively, with payment of a filing fee but no bonuses, BLM is now required to offer competitively at oral auction all federal lands available for leasing. Lands not sold at auction are available for noncompetitive leasing.” (GAO, Report to Congress 1989 at 2). Offering the subject lands irrespective of their proven potential is compliant with Federal Law.

BLM-Wyoming Response to Public Comment No. 33 for the 2nd Quarter, June 2019 Lease Sale.

This argument is incorrect. While the Reform Act did abolish the pre-1987 “known geological structure” standard, the plain language of the statute limits the leasing authority of the Interior Secretary to lands known or believed to contain oil or gas deposits. 30 U.S.C. § 226(a). In the words of the Reform Act, “[a]ll lands subject to disposition ... *which are known or believed to contain oil or gas deposits* may be leased by the Secretary.” *Id.* (emphasis added). This language closely tracks the language in the MLA limiting competitive leasing to lands known or believed to contain oil or gas. *See* 30 U.S.C. § 226(a); 30 U.S.C. § 226(b). In context, the GAO passage that the BLM cites describes a transition from non-competitive to competitive lease sales—not the elimination of the requirement to lease on lands where the BLM at least believes minerals are located. *See* GAO, Report to Congress, *Mineral Revenues: Implementation of the Federal Onshore Oil and Gas Leasing Reform Act of 1987* at 2 (May 1989). And the BLM’s argument ignores the IBLA’s 2008 decision in *Vessels Coal Gas*, which held that “competitive leasing is to

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be based upon reasonable assurance of an existing mineral deposit.” *Vessels Coal Gas, Inc.*, 175 IBLA 8, 25 (2008) (citing *American Gilsonite Company*, 111 IBLA 1, 24 (1989)).

And in its response to public comments on the EA for this lease sale BLM claims the EA dealt with this issue stating it is BLM policy make mineral resources available for “disposal” and to encourage development of mineral resources. Comment Response 20. EA at 3. But “disposal” and development cannot occur if there is little chance there is oil and gas present on the lease that can be disposed of. And while we recognize that reasonably foreseeable development scenarios (RFDS) are an analysis tool for RMPs and not a management decision, and prognostications about development potential can change, that does not change the fact that the RFDS applicable to many of these lease parcels project low development potential. Comment Response 20. That is the information base BLM has to work with and needs to consider when deciding whether the lands under consideration for lease “are known or believed to contain oil or gas deposits.”

The BLM, is prioritizing using these parcels for oil and gas leasing in spite of their low potential yield and high ecological value, and has failed to strike the balance that the MLA and FLPMA require.

*2. This sale continues a long-existing trend of leasing lands with little or no potential for productive mineral development, which encourages speculative leasing and creates administrative waste.*

According to the BLM, approximately 26 million federal acres were under lease to oil-and-gas developers at the end of the 2018 fiscal year. *See* BLM, About the BLM Oil and Gas Program, available at <https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/about>. Of those 26 million acres, only 12.8 million acres were producing oil and gas “in economic quantities.” *Id.* While these numbers alone suggest high rates of speculative leasing, there is more direct evidence of the practice.

In Montana, for example, a speculator was able to nominate about 200,000 acres for a December 2017 lease sale, but when the lease sale took place he offered no competitive bids, instead sitting by and then snapping up nearly 67,000 acres the next day via a noncompetitive sale in which he only had to pay \$1.50 an acre. *See* Eric Lipton & Hiroko Tabuchi, *Energy Speculators Jump on Chance to Lease Public Lands at Bargain Rates*, N.Y. Times, Nov. 27, 2018. As an article on the sale noted, this is “one of many loopholes that energy speculators ... are using as the Trump administration undertakes a burst of lease sales on federal lands in the West.” *Id.* These speculators are often unable to muster the financial resources to develop the lands they have leased, so the lands sit idle.

A study by Taxpayers for Common Sense shows that these speculative, noncompetitive sales have surged to the highest level in over a decade. *Id.* This has led to “major drops in the price companies pay per acre in certain states, like Montana, where the average bid has fallen by 80 percent compared to the final years of the Obama administration.” *Id.* This is cutting taxpayers out of the royalties they should be getting, often leaving them with only trivial rent payments. It has led to more than 11 million acres of leased land sitting idle, about half of all the federal land under lease to oil-and-gas developers. *Id.* In addition to frustrating the purposes of the MLA to



facilitate development of actual minerals, this speculative leasing prevents many lands from being used for other multiple uses. This must be avoided in this lease sale.

3. *The lease sale would eliminate important option values by hamstringing decisional flexibility in future management.*

The BLM has failed to respond to our previous comments regarding option value—a consideration of options that can be lost if an area is leased prematurely—and the need to consider it. Consistent with FLPMA and the MLA’s prohibition on speculative leasing, the BLM should analyze the “option value” of offering parcels with low or nonexistent development potential. In addition to the concerns above, leasing lands with low potential for oil-and-gas development gives preference to development at the expense of other uses while undermining the BLM’s ability to make other management decisions down the road. This is because the presence of oil-and-gas leases can limit the BLM’s ability and willingness to manage for other resources in the future.

For example, in the Colorado River Valley RMP, the BLM decided against managing lands in the Grand Hogback area for protection of wilderness characteristics based specifically on the presence of oil-and-gas leases, even though the leases were non-producing. According to the agency:

The Grand Hogback citizens’ wilderness proposal unit contains 11,360 acres of BLM lands. All of the proposed area meets the overall criteria for wilderness character.... There are six active oil and gas leases within the unit, totaling approximately 2,240 acres. None of these leases shows any active drilling or has previously drilled wells. The ability to manage for wilderness character would be difficult. If the current acres in the area continue to be leased and experience any development, protecting the unit’s wilderness characteristics would be infeasible[.]

Proposed Colorado River Valley RMP (2015), at 3-135.

Similarly, in its Grand Junction Resource Management Plan, the BLM expressly stated that undeveloped leases on low-potential lands had effectively prevented management to protect wilderness characteristics, stating:

133,900 acres of lands with wilderness characteristics have been classified as having low, very low, or no potential.... While there is not potential for fluid mineral development in most of the lands with wilderness characteristics units, the majority of the areas, totaling 101,100 acres (59 percent), are already leased for oil and gas development.

Proposed Grand Junction Proposed RMP (2015), at 4-289 to 4-290.

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The presence of leases can also limit the BLM's ability to manage for other important, non-wilderness values, like renewable-energy projects. *See, e.g.,* Proposed White River Res. Mgmt. Plan, at 4-498 (acknowledging "the potential for oil and gas developments to preclude other land use authorizations not related to oil and gas (e.g., renewable energy developments, transmission lines)"). In offering the parcels involved in this sale, the BLM runs a similar risk of precluding future management decisions for other resources and uses such as wilderness, recreation, and renewable-energy development.

In this context, the BLM can and should apply the principles of "option value" or "informational values," which permit the agency to look at the benefits of delaying irreversible decisions. *See* Jayni Foley Hein, *Harmonizing Preservation and Production* at 13 (June 2015) (noting that "[o]ption value derives from the ability to delay decisions until later, when more information is available[.]" and that "[i]n the leasing context, the value associated with the option to delay can be large, especially when there is a high degree of uncertainty about resource price, extraction costs, and/or the social and environmental costs of drilling"), *available at* [https://policyintegrity.org/files/publications/DOI\\_LeasingReport.pdf](https://policyintegrity.org/files/publications/DOI_LeasingReport.pdf).

It is well-established that the issuance of an oil-and-gas lease involves an irreversible commitment of resources. As the D.C. Circuit held in the context of considering the informational value of delaying leasing on the Outer Continental Shelf, "[t]here is ... a tangible present economic benefit to delaying the decision to drill for fossil fuels to preserve the opportunity to see what new technologies develop and what new information comes to light." *Ctr. for Sustainable Economy v. Jewell*, 779 F.3d 588, 610 (D.C. Cir. 2015).

Thus, before moving forward with this lease sale, the BLM must evaluate "option value"—the economic benefits that could arise from delaying leasing, or exploration and development, based on improvements in technology, additional benefits that could come from managing these lands for other uses, and additional information on the impacts of climate change and ways to avoid or mitigate impacts on the environment. This is essential, in particular, for lands with low or nonexistent development potential.

4. *Parcels located in the Rock Springs Field Office should be deferred to preserve "decision space" in the RMP revision process.*

There are numerous parcels offered for lease in the Rock Springs Field Office. Leases are offered under the provisions of the outdated Green River RMP (1997, and amended in 2006). A new draft plan is being developed for this region, including alternatives that may place new restrictions on oil and gas leases. Leasing within this field office during a land-use plan revision unnecessarily shrinks the BLM's decision space to use updated analysis and determine where or how leasing is now appropriate. More importantly, because the public has not been able to weigh in on where or how to offer oil and gas leases in this region for a decade and more, leasing now severely limits public engagement in the draft plan. This action erodes public trust. Mineral rights bestowed by selling leases now will restrict future management actions. The BLM has already set a precedent for not leasing during this land-use plan revision by deferring all leases offered in the Greater Little Mountain area. It is arbitrary to do so for one region in the field office and not defer all leases. The BLM must provide an explanation for this selective deferral

and can rectify the issue by deferring all leases in the Rock Springs Field Office until a new RMP is completed.

Leasing during the land-use plan revision is especially egregious in the Northern Red Desert and Jack Morrow Hills region, which is an area of intense public interest in uses other than energy development. The area is sacred to many American Indian tribes, beloved by local outdoors enthusiasts, sought after by hunters. Families from local communities flock there to camp, hike, bird-watch, and explore wild places. Current inventories by the BLM have revealed new information on the wilderness quality lands there, which this EA blatantly ignores. New protocols have been developed to manage for the National Historic Trails that cross this area and cultural sites important to American Indian tribes deserve updated management before leasing is allowed. Until this new inventory data, updated management precedents, and current public values can be taken into account, leases should be deferred in this area. We specifically ask that the Rock Springs Field Office portion of parcels WY-201Q-72, -73, -75, be deferred along with the entirety of parcels -85 through -92 and -96 through -101.

**C. The EA Has Not Adequately Addressed Lands with Wilderness Characteristics, in Violation of NEPA and FLPMA.**

*1. The EA incorrectly identifies parcels that overlap lands with wilderness characteristics.*

The BLM initially overlooked two parcels with wilderness characteristics that have been identified by Rock Springs Field Office inventories. Parcels WY-201Q-98 and -101 are within the Bear Creek Trail LWC unit, inventoried by the BLM and found to have wilderness characteristics. *See Exhibit 2: Lease parcels in LWCs.* Although the BLM has responded to public comment and acknowledged that these parcels contain LWCs, the BLM must defer these two parcels until after the Rock Springs RMP has determined how to manage for this new information. As a draft RMP revision has yet to be released, the public cannot confirm that management of these parcels will conform to the revised RMP. These parcels should not be leased prior to a final decision on the RMP. Additionally, the EA needs to be amended to correctly identify all the parcels with LWC and analyze the impacts to each.

In past lease sales, BLM has deferred parcels found to have LWC that have not had management determined for them within this Field Office. Not doing so consistently for all inventoried LWC parcels creates inconsistent management decisions that are at best confusing, and at worst, misleading and arbitrary.

*2. The EA does not recognize BLM's own guidance for Lands with Wilderness Management.*

The Affected Environment review of Lands with Wilderness Characteristics is out of touch with the agency's own guidance and woefully inadequate. The BLM incorrectly equates LWC to Wilderness Study Areas and using the premise that FLPMA's WSA review process has expired, appears to indicate that because new WSA proposals are "no longer valid," LWCs can similarly be dismissed. EA at 14. On this basis, the BLM determines that "In this case, all of the parcels determined to have LWC are available for oil and gas development and are not managed to maintain their LWC characteristics." *Id.*

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This argument is out of touch with existing guidance for inventorying and managing LWCs, which are set forth in Manuals 6310 and 6320. The EA ignores the updated guidance that BLM is not only required to continue inventorying for wilderness characteristics per FLPMA, but managing for those characteristics is part of the BLM's multiple use mission. This EA must be updated to acknowledge updated guidance for LWCs.

The EA presupposes that all parcels found to have LWC shall not be managed, per their land-use plans, to maintain LWC characteristics. This is incorrect. The BLM has not made such a management determination for parcels -98 and -101. These parcels should be deferred until the agency has made such a determination through rigorous analysis and inclusion of public comment.

Additionally, by not evaluating a reasonable range of alternatives for the parcels that do have LWC, BLM violates NEPA. Current policies confirm the manner in which the alternatives requirement applies to wilderness characteristics, providing that BLM must fully "consider" wilderness characteristics during planning actions and evaluate a range of measures to protect wilderness characteristics during the leasing process, including measures not contained in existing RMPs. See IM 2011-154 at Att. 2; IM 2010-117 at III. E., F.

**D. BLM Has Not Adequately Considered Impacts to Mule Deer Migration Corridors and Crucial Winter Range.**

*1. BLM Has Not Taken a Hard Look at Impacts to Mule Deer*

The BLM has not taken a hard look at the impacts to mule deer from oil and gas leasing within designated mule deer migration corridors (MDCs) and crucial winter range. Instead, the agency has unreasonably relied on the Wyoming Game and Fish Department's (WGFD) admittedly unscientific "90% strategy," in the face of significant and widespread mule deer population declines.

In this lease sale, the BLM is offering seven parcels (-45, -47, -59, -96, -97, -99, -100) in mule deer migration corridors, including four parcels within the Sublette MDC and three parcels within the Baggs MDC. EA at 8, *See also* Exhibits 3 and 4: Lease parcels in the Sublette/Baggs MDC. The BLM deferred one parcel in its entirety and a portion of another parcel at the request of WGFD because they intersected designated stopover habitat, and three additional parcels because they overlapped MDCs by over 90% and contained stopover habitat. *Id.* The remaining seven parcels intersecting MDCs are being offered with a "special lease notice" which is insufficient to protect corridor functionality.

The BLM states that "the health of big game populations are generally inferred from population objectives set by the WGFD." EA at 44. As the BLM acknowledges in this EA, mule deer herds in Wyoming are generally well below WGFD population objectives. *See* EA at 44-45, Table: 20Q1 Lease Sale Parcels in Crucial Habitats for Mule Deer – WGFD Herd Units (indicating that 11 out of 12 mule deer herd units affected by this lease sale are below objectives, and that more than half of those herd units are more than 20% below objective). Development within migration

corridors and crucial winter range poses serious risks to the survival of our herds, which are already suffering from recent harsh winters. Yet in this EA, and across its environmental reviews for lease sales generally, the BLM minimizes or wholly ignores the impacts of industrial development on mule deer, emphasizing the negative impacts of harsh winters while ignoring the vital role corridors and crucial winter range play in facilitating mule deer's ability to recover from harsh winters and propagate the next generation to sustain our herds. BLM must rigorously consider the adverse impacts of leasing parcels in vital mule deer habitat, disclose potential impacts to the public, and avoid or mitigate adverse impacts to mule deer with legally enforceable stipulations.

## *2. Impacts to Mule Deer Migration Corridors are Not Adequately Disclosed*

The BLM's environmental assessment failed to adequately disclose the impacts of oil-and-gas development on MDCs, in violation of NEPA's hard-look mandate. Recent lease sales in Wyoming have ignored the best available science on mule deer behavior and leased extensively within MDCs and crucial winter range.

The EA proposes leasing four parcels with the Red Desert to Hoback MDC, parcels -96, -97, -99, -100. EA at 8. The Red Desert to Hoback MDC is an extraordinary and irreplaceable natural feature. It is the longest mule deer migration route ever recorded in the contiguous United States, and the first MDC designated by WGFD. EA at 46. The Red Desert to Hoback corridor supports the Sublette herd unit on their biennial, 150 mile migration between their crucial winter range near Rock Springs and their summer range in the Hoback. In order to act as consistently as possible with Wyoming's Ungulate Migration Corridor Strategy—as is required under FLPMA's mandate to coordinate with state land-use planning and management programs—the BLM must maintain corridor functionality to support population objectives established by WGFD. *See* 43 U.S.C. § 1712(c)(9). Yet today, the Sublette herd is 38% below WGFD's target. EA at 45. The BLM's continued leasing within this corridor threatens its continued functionality and could lead to further declines or even extirpation of this iconic herd. This is both inconsistent with Wyoming's state strategy in violation of FLPMA and is based on an inadequate analysis of the affected environment and potential impacts in violation of NEPA.

After repeated appeals from the public to consider significant new information on mule deer migrations, the BLM now generally references some of the findings on mule-deer migrations recently published by Wyoming researchers. EA at 45-46. However, the BLM continues to ignore or downplay significant new research, and entirely fails to discuss the implications of that research for the reasonably foreseeable impacts of leasing on mule deer.

For instance, recent peer reviewed studies not included in this EA indicate that:

Migratory behavior is not the same across ungulate species, and that mule deer defer from other herbivores in that they have very high fidelity to their migration routes and little to no adaptability as to when and where they migrate.

Sawyer et. al "Migratory plasticity is not ubiquitous among large herbivores," *Journal of Animal Ecology* 88(3), Nov 17, 2018; that

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Mule deer alter their rate and timing of movement through stopovers in response to development, diminishing the benefits of migratory foraging.

Teal Wyckoff et. al, “Evaluating the influence of energy and residential development on the migratory behavior of mule deer,” *Ecosphere* 9(2), Feb 23, 2018; and that

Disturbance from energy development causes not only direct habitat loss but has a multiplicative effect through avoidance behavior resulting in indirect habitat loss 4.6-times greater than direct habitat loss from roads, well pads, and other infrastructure.

Samantha Dwinnell et. al “Where to forage when afraid: Does perceived risk impair use of the foodscape?” *Ecological Applications* 29(7), June 2019.

These and other studies present significant new information about the impacts of energy development on mule deer that has not been evaluated in this EA. Despite the consistent message from numerous studies that impacts to mule deer from development are more severe than assumed in the underlying RMPs, the BLM’s environmental assessment again asserts that “[b]ased upon the BLM’s previous analyses including oil and gas field-development EISs, and our understanding of current and reasonably foreseeable future development in the herd units where proposed lease sale parcels intersect mule deer habitats, no new significant impacts are expected and existing conditions are expected to continue.” EA at 77.

These “previous analyses” predate a wealth of significant new migration science, much of it specifically regarding the impacts of energy development on mule deer and cannot reasonably be understood to disclose or evaluate potential impacts. The BLM has arbitrarily disregarded the best available science in this EA. Before moving forward with the lease sale, the agency must acknowledge and assess the increased risk to Wyoming’s herds that these studies document.

We have reviewed the underlying RMPs that BLM cites, and they do not consider nor disclose the extent of impacts to mule deer we can reasonably anticipate given the new science. Now that the BLM has begun incorporating the best available migration science, the agency must be aware of the increased risk to our herds these studies imply, yet BLM fails to address this risk. In this EA, BLM acknowledges that avoidance behavior, which was poorly understood when the underlying RMPs were drafted, causes mule deer to detour around development and reduce their foraging at important stopovers, “thus constricting their migration both temporally and spatially,” that migratory behavior can be lost, leading to “sudden and dramatic” population declines, and that migratory behavior “may be difficult to reestablish once lost or diminished.” EA at 45-46. This research suggests that development within corridors could lead to complete and permanent destruction of migration corridors. The underlying RMPs, cited extensively by the BLM in this and other lease sales, do not consider the potential for loss of corridor functionality across our migration corridors, and the resulting extirpation of our herds. BLM has not informed the public of the extent of this risk, nor has the agency taken affirmative steps to mitigate this risk.



The BLM has done little to ensure continued corridor functionality, relying instead of WGFD's ill-conceived 90% strategy, wherein WGFD requests deferral of parcels that overlap designated corridors by 90% or more and requests BLM lease remaining parcels in corridors with an unenforceable "special lease notice" attached. Commenters have regularly addressed the inadequacy of the 90% strategy and the legal insignificance of the special lease notice in previous comments and protests regarding leases in corridors (incorporated fully by reference herein). Generally, the strategy presumes that operators will site development outside of corridors when parcels overlap them by less than 90% but provides no legal basis to ensure that happens on the ground. The 90% strategy has no scientific basis and relies on the unfounded assumption that operators will voluntarily site development outside of corridors. Clearly, this approach is not sufficient to protect our declining mule deer herds.

It is particularly egregious that BLM continues to lease parcels in the Red Desert to Hoback corridor and its associated crucial winter range. This corridor is the longest, most famous, first designated, and most at risk, with the population currently at less than half of WGFD's objective for the herd. BLM must do better and should defer all leasing in mule deer migration corridors and crucial winter range until legally binding stipulations are in place to ensure development does not lead to new and significant impacts, possibly even the total destruction, of Wyoming's mule deer herds.

On February 13<sup>th</sup>, 2020, Wyoming Governor Mark Gordon signed the Migration Corridor Executive Order to manage big game migration corridors. In preparation for the order, Governor Gordon convened a task force of citizens representing a diverse cross section of stake holders including industry, agriculture, conservation, and sportsmen and women among others to make policy recommendations on corridor management. Many of these consensus recommendations were consolidated into a draft executive order on the management of corridors. Governor Gordon solicited public input on the draft and finalized the EO during the protest period for this lease sale. As Wyoming works to craft a state strategy to manage our wildlife informed by diverse stakeholders and thorough public input, BLM should defer leasing in vital mule deer habitat to ensure the federal government does not undermine the state's efforts.

### *3. Impacts to Crucial Winter Range are Not Adequately Disclosed*

The sale includes eleven parcels that contain approximately 13,729 acres of mule deer crucial winter range. EA at 47. The EA omitted a relevant study cited in previous lease sales, which acknowledged that on the Pinedale Anticline "mule deer are not habituating even as large parts of the field are being reclaimed." See, e.g. BLM WY Third Quarter September, 2019 EA at 52. The fact that mule deer do not habituate to oil-and-gas development within their winter range, even after reclamation, is significant information that should have been addressed in the environmental assessment. Without this analysis, the BLM could not adequately disclose the impacts to crucial winter range that could be caused by the lease sale. As explained above, analysis of environmental impacts and disclosure to the public must occur at the leasing stage. *New Mexico ex rel. Richardson*, 565 F.3d at 718.

Moreover, the BLM should not be leasing in crucial winter range while the WGFD is in the process of updating their 2010 oil and gas recommendations. The EA states that "the BLM

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would coordinate with the WGFD and consider their recommendations (such as those in ‘Recommendations for Development of Oil and Gas Resources within Crucial and Important Habitat’ (2010)).” EA at 73. As commenters have repeatedly addressed, the referenced 2010 recommendations are inadequate and in the process of revision, and short not form the basis of any stipulations. The current TLS stipulations on parcels in crucial winter range are admittedly insufficient to protect that habitat and are explicitly based on those outdated recommendations. BLM should defer all leasing in crucial winter range until WGFD finalizes recommendations that are based on the best available science and are adequate to protect our herds.

Particularly, the BLM should not lease parcels within crucial winter range for the Sublette herd. Cumulatively, the BLM’s extensive leasing in crucial winter range, in this and other lease sales, could have significant adverse impacts on Wyoming’s mule-deer herds. The BLM is required to manage public lands, however, “in a manner that will provide food and habitat” for mule deer and all wildlife. 43 U.S.C. § 1701(a)(8). Instead, the BLM is restricting habitat which provides necessary winter forage for a herd whose population is already a third lower than it should be. By deferring parcels in crucial winter range, the BLM can uphold its duty to provide food and habitat for mule deer without neglecting its duty to “recognize the Nation’s need for domestic sources of minerals,” such as oil and gas, thereby complying with the multiple use mandate. 43 U.S.C. § 1701(a)(7), (12). While highly productive oil and gas fields exist elsewhere on BLM lands, the parcels in this lease sale typically have low production potential and the Sublette herd will be further harmed if it is unable to use the crucial winter range in these leases. Therefore, conserving crucial winter range is the best use of these parcels of public land.

BLM implies in this EA that stipulations designed for greater sage-grouse may protect crucial winter range where those habitats overlap. EA at 75. This is an abdication of BLM’s duty to protect vital mule deer habitat. Sage-grouse stipulations are based on a density threshold specifically designed for the bird and are not applicable to mule deer. The development density permitted in sage-grouse habitat may still cause avoidance behavior in deer that prevents them from syncing up with plant phenology, with possible negative population level effects on herds. Reliance on sage-grouse stipulations to protect this habitat has no scientific basis and would be arbitrary and capricious.

A strong body of scientific research, representing significant new information about oil and gas development’s impact on mule deer populations, indicates that adverse impacts to mule deer herds are likely to be worse than the underlying RMPs predicted. This information was not available when the underlying RMPs considered impacts to our herds from leasing. Our mule deer herds are experiencing significant declines statewide, yet BLM continues to lease in their vital habitat each quarter without enforceable protections. At a minimum, BLM should press the proverbial pause button on leasing in vital mule deer habitat, which represents a small fraction of the massive acreage BLM is leasing in Wyoming under its energy dominance agenda. The agency should defer all leasing in MDCs and crucial winter range until legally enforceable stipulations are developed to protect mule deer habitat. Stipulations should be specific to mule deer and based on the best available science.

## **5. CONCLUSION**

For the foregoing reasons, we protest all parcels offered in this lease sale, WY-201Q-001 through WY-201Q-105, principally because these parcels are located in crucial sage-grouse habitats as well as big game migration corridors and crucial winter ranges. Moreover, the environmental assessment prepared for this lease sale includes many other flaws, including not considering a reasonable range of alternatives, not providing a hard look at environmental impacts, failing to adequately consider cumulative impacts, facilitating speculative leasing in violation of the MLA and FOOGLRA, failing to meet the multiple use obligation of the Federal Land Policy and Management Act.

Sincerely,



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Appended: List of Protested Lease Parcels  
Exhibits:

1. Lease parcels in Greater sage-grouse PHMA
2. Lease parcels in LWCs
3. Lease parcels in Sublette MDC
4. Lease parcels in Baggs MDC

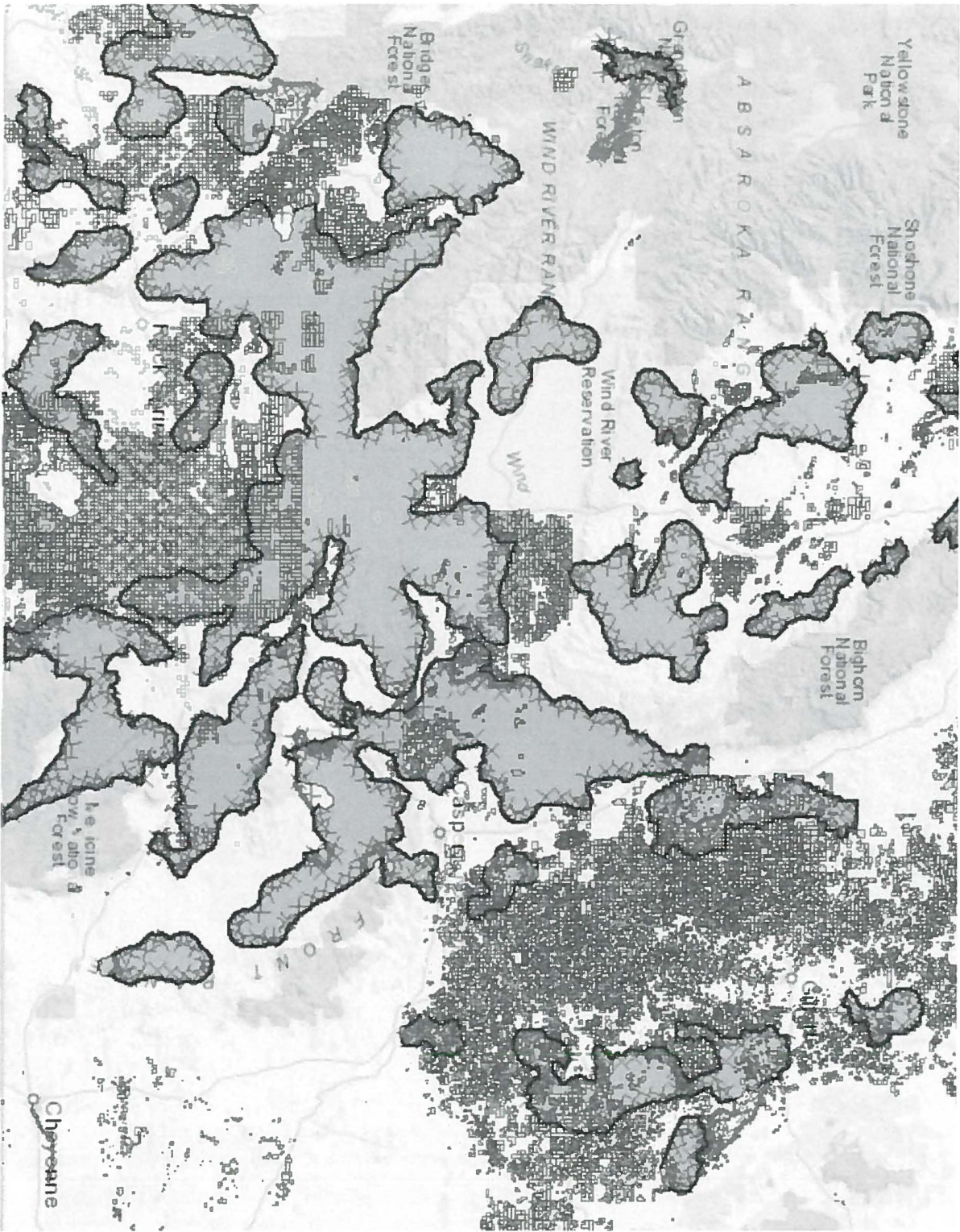
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### Appendix: List of Protested Lease Parcels

WY-201Q-001	WY-201Q-045	WY-201Q-089
WY-201Q-002	WY-201Q-046	WY-201Q-090
WY-201Q-003	WY-201Q-047	WY-201Q-091
WY-201Q-004	WY-201Q-048	WY-201Q-092
WY-201Q-005	WY-201Q-049	WY-201Q-093
WY-201Q-006	WY-201Q-050	WY-201Q-094
WY-201Q-007	WY-201Q-051	WY-201Q-095
WY-201Q-008	WY-201Q-052	WY-201Q-096
WY-201Q-009	WY-201Q-053	WY-201Q-097
WY-201Q-010	WY-201Q-054	WY-201Q-098
WY-201Q-011	WY-201Q-055	WY-201Q-099
WY-201Q-012	WY-201Q-056	WY-201Q-100
WY-201Q-013	WY-201Q-057	WY-201Q-101
WY-201Q-014	WY-201Q-058	WY-201Q-102
WY-201Q-015	WY-201Q-059	WY-201Q-103
WY-201Q-016	WY-201Q-060	WY-201Q-104
WY-201Q-017	WY-201Q-061	WY-201Q-105
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WY-201Q-038	WY-201Q-082	
WY-201Q-039	WY-201Q-083	
WY-201Q-040	WY-201Q-084	
WY-201Q-041	WY-201Q-085	
WY-201Q-042	WY-201Q-086	
WY-201Q-043	WY-201Q-087	
WY-201Q-044	WY-201Q-088	

Exhibit 1: Lease parcels in Greater sage-grouse PHMA

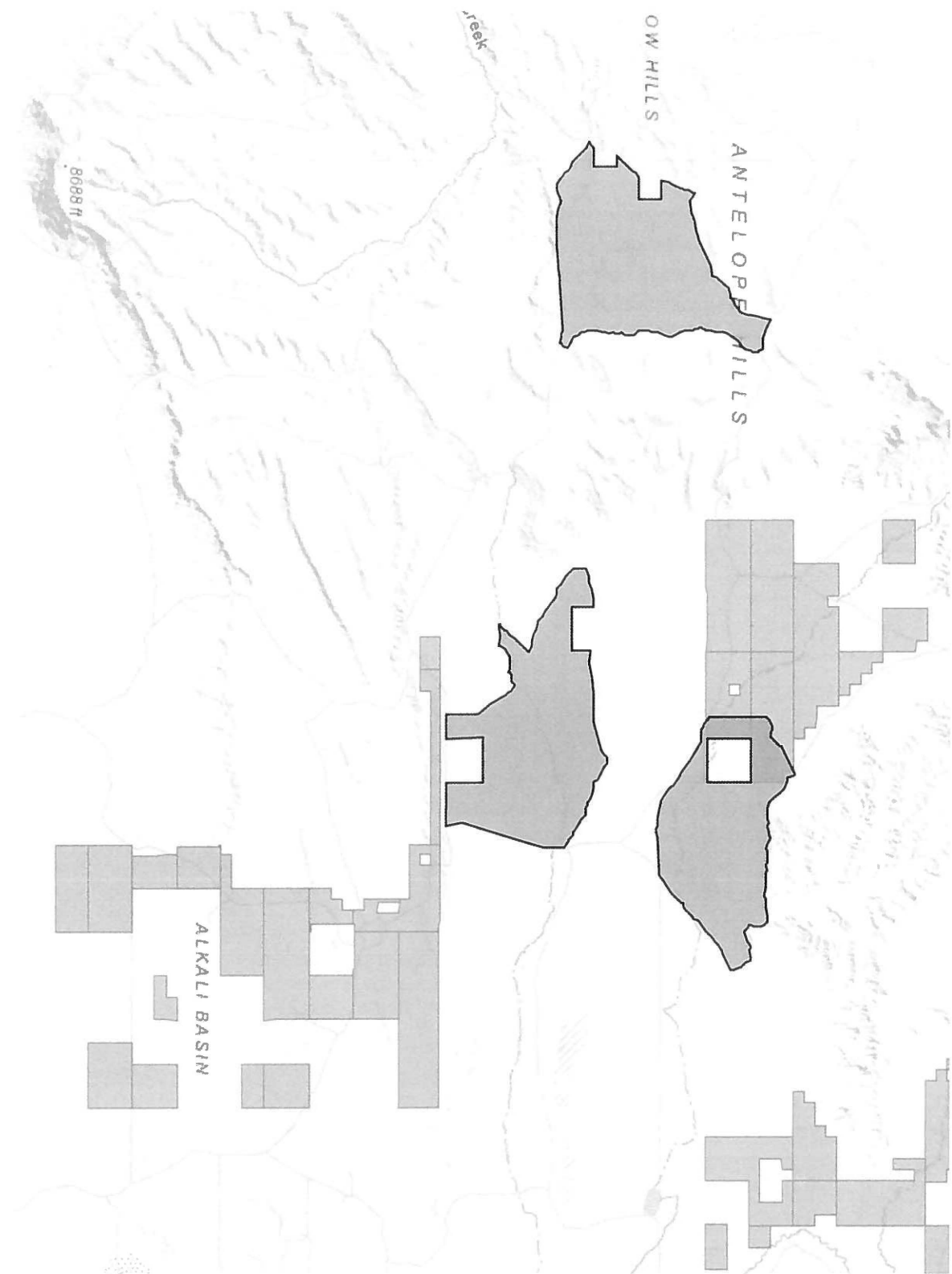


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Exhibit 2: Lease parcels in LWCs





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