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**UNITED STATES DEPARTMENT OF THE INTERIOR  
OFFICE OF HEARINGS AND APPEALS  
INTERIOR BOARD OF LAND APPEALS**

POWDER RIVER SPORTSMEN’S CLUB )	IBLA No. 2024-0104
)	
)	
Appellant )	<b>BLM Response to Petition for Stay</b>
)	BLM Final Decision of December 27, 2023
v. )	Approving Application for Recreation and
)	Public Purposes Lease Renewal
BUREAU OF LAND MANAGEMENT, )	
)	
Respondent )	
_____ )	

**I. INTRODUCTION**

Respondent Baker Field Office Bureau of Land Management (“BLM”), by and through its attorney, Johnsie Wilkinson,<sup>1</sup> hereby files this Response to Appellant’s Petition for Stay (“Petition”).<sup>2</sup> By Final Decision of December 27, 2023, the BLM issued a modified lease renewal offer in response to the Powder River Sportsmen’s Club (“Appellant”) Application for a Recreation and Public Purposes Act Lease (“R&PP Lease”) renewal, with stipulations to comply

<sup>1</sup> The undersigned hereby enters an appearance on behalf of the BLM in the above-captioned appeal.

<sup>2</sup> The stay petition is contained within the appeal, but BLM refers to it as “the Petition,” “its Petition,” or “Appellant’s Petition” for the convenience of this pleading.

with the Oregon Greater-Sage Grouse Approved Resource Management Plan Amendment, Bureau of Land Management (2015) (“2015 ARMPA”), as described in BLM’s Decision. Administrative Record (“AR”) 009. Appellant has not met its burden to show sufficient justification for the Board to grant its Petition. Therefore, the Petition must be denied. Even if the Board finds the Appellant has met its burden to show sufficient justification to grant the Petition, the grant of a Stay would result in a cessation of the Appellant’s operations due to the expired status of its lease.

The BLM received Appellant’s Notice of Appeal (“NOA”) and Petition for Stay on January 30, 2024, and is transmitting those documents along with the Administrative Record (“AR”) to the Board separately. The BLM will file its Answer after it receives Appellant’s Statement of Reasons, which was not included with the NOA. In the meantime, the BLM hereby opposes Appellant’s Petition for Stay for the reasons provided below.

## **II. BACKGROUND**

The BLM Final Decision concerns the renewal of the Appellant’s Recreation and Public Purposes Act (R&PP) Lease LRS SN OROR106061993, legacy SN OROR-48525. AR 001. Appellant originally obtained an R&PP Lease in 1965, ORORE0015693. Petition (“Pet.”) at 3. Appellant constructed the Virtue Flat Shooting Range (“Shooting Range”) in 1967 and has operated the Shooting Range continually since 1968. Pet. at 3. After application and approval of a lease renewal, BLM awarded Appellant with a subsequent lease in 1992 for a term of 20 years. Pet. at 3; AR 390 (1992 Lease); AR 401 (1992 Decision). On June 6, 2011, Appellant applied for a patent pursuant to the R&PP Act. AR 386. In a decision dated July 3, 2012, BLM denied the application on the basis that the lands are identified as Zone 1, rather than Zone 2, as required for disposal processes and the “conveyance of such land is contrary to Instruction Memorandum No.

2012-043, Greater Sage-Grouse Interim Management Policies and Procedures.” AR 384.

Subsequently, BLM extended the 1992 lease for a five-year period. AR 379. Per decision dated October 2, 2018, BLM again extended the 1992 lease until December 31, 2022 for the purpose of conducting environmental studies and a hazardous materials assessment. AR 121. Appellant’s lease terms have thus not been updated to reflect environmental regulations since 1992.

The 2015 ARMPA 90-day scoping comment period began on November 26, 2013 and public comment started the 30-day public protest period on May 29, 2015. BLM considered thirty protest letters and the available scientific data concerning sage grouse habitat. BLM published the ARMPA on September 15, 2015. AR 127. While Appellant was on constructive notice of the application of the ARMPA to BLM lands, BLM also provided Appellant notice of that any new sage grouse regulations or policy would apply to a lease renewal via email in 2012. AR 379.

Appellant submitted an Application for a Lease Renewal signed on December 15, 2022. AR 111. The application requested lease terms identical to the 1992 lease. AR 111.

Conversations ensued regarding term duration and lease stipulations, including BLM’s nondiscretionary adoption of stipulations to comply with the 2015 ARMPA, as required by 43 C.F.R. § 2912.1-1(b) (leases “shall contain terms and conditions required by law, and public policy, and which the authorized officer considers necessary for the proper development of the land, for the protection of Federal property, and for the protection of the public interest.”). AR 099; 092; 050. Appellant’s lease expired on December 31, 2022. AR 119. Appellant has continued operations with an expired lease to date. AR 119; Pet. 3.

Signed on November 20, 2023, BLM issued a Record of Conformance and Categorical Exclusion (CX) Determination in compliance with the National Environmental Policy Act. AR

077. BLM reasoned a categorical exclusion was appropriate despite impacts to sage grouse due to the inclusion of mitigative stipulations. AR 077. BLM acknowledged that, with the mitigative stipulations, “[t]he proposed action is also in conformance with the management objectives of the 2015 Oregon Greater Sage-Grouse Approved Resource Management Plan Amendment.” AR 078. BLM issued a lease renewal offer on November 22, 2023 with updated stipulations. AR 052. On December 15, 2023, the BLM and Appellant discussed, via email and then telephone conversation, confusion regarding old data pertaining to lease Stipulation No. 24. AR 026; see also AR 037; 016. Upon clarification of the data, BLM rescinded the initial lease offer based upon the incorrect data and reissued a new lease renewal offer on December 27, 2023. AR 001.

The new lease renewal offer stipulations include the following:

Stipulation No. 22:

“Use and occupancy of the site is restricted during periods of severe winter weather conditions and periods of high deer use. High deer use is described as a density of 5-6 deer per square mile within a 2-3 mile vicinity of the site. The BLM shall define "severe" conditions based on snow depth (exceeding six inches) and temperature (one week of less than 10 degrees Fahrenheit). BLM shall notify the lessee prior to implementing a closure of the site. Closures may be implemented immediately due to the nature of winter storms. The lessee shall be responsible to post the area as "closed to shooting", as directed by BLM.” AR 008.

Stipulation No. 24:

“The following management decisions, timing limited stipulations, required design features, and best management practices from the Oregon GRSG Approved Resource Amendment (RMPA September 2015) apply to the lease. Anthropogenic disturbances or activities disruptive to GRSG (including scheduled maintenance activities) shall not occur in seasonal habitats unless the project plan and NEPA document demonstrate the project will not impair the lifecycle or the behavioral needs of GRSG populations. Seasonal avoidance periods vary by GRSG seasonal habitats as follows:

- In breeding habitat within four miles of occupied and pending leks from March 1 through June 30. Lek hourly restrictions are from two hours before sunset and two hours after sunrise at the perimeter of an occupied or pending lek.” AR 009.

Stipulation No. 25:

“All authorized actions in GRSG habitat are subject to the disturbance screening criteria, required design features and best management practices in Appendix C of the RMPA. This includes the following:

- Cluster disturbances, operations, and facilities;
- Clean up refuse and eliminate subsidized food sources for GRSG predators;
- Use fine-mesh netting, or use other effective techniques on all open space and structures where wildlife could become trapped (e.g., pipes and tanks) regardless of size to reduce sage-grouse and wildlife deaths;
- Construct new structures with perch deterrents or other antiperching devices and with structures or devices that discourage nesting raptors and corvids; and
- Limit noise at the perimeter of occupied or pending leks from two hours before sunset and two hours after sunrise during the breeding season (March 1 through June 30) to less than 10 decibels above ambient sound levels. At any time, the timeframe limitations and disturbance screening criteria can be reevaluated by BLM if a noise survey, noise mitigation model, and/or other relevant study is completed, which shows no additional impact to GRSG from shooting activities at the range.” AR 009.

Appellant has not accepted or signed the lease renewal offer. On January 30, 2024,

Appellant filed a notice of appeal and petition for stay. Pet. at 1.

### **III. LEGAL ANALYSIS**

#### ***A. Recreation and Public Purposes Act***

The Recreation and Public Purposes Act, 43 U.S.C. §§ 869 et seq. (“the Act”), authorizes the BLM to sell or lease public lands identified in its resource management plans to state and local governments or qualified non-profit organizations, for recreational use or other public purposes. Under the Act, the BLM can “lease [such identified] land to a nonprofit corporation or nonprofit association at a reasonable annual rental, for a period up to twenty years, and, at the discretion of the Secretary, with a privilege of renewal for a like period.” 43 U.S.C. § 869-1.

BLM's implementing regulations are at 43 C.F.R. § 2740. See also 43 C.F.R. § 2912; BLM Handbook H-2740-1. Per regulations, a lessee with a privilege of renewal must notify the authorized officer at least 180 days before the end of the lease period. 43 C.F.R. § 2912.2. The Board has acknowledged the need for cessation of non-casual use of public lands upon the expiration of a R&PP lease term. *Our Lady's Youth Center*, 148 IBLA 206, 212 (1999).

### ***B. Legal Standard for Stay Request***

An appellant appealing a BLM decision may simultaneously petition for a stay of the decision. See 43 C.F.R. § 4.21(b)(1). Pursuant to 43 C.F.R. § 4.21(b)(1), an appellant seeking a stay must “show sufficient justification” for the stay based upon,

- (1) The relative harm to the parties if the stay is granted or denied;
- (2) The likelihood of the appellant's success on the merits;
- (3) The likelihood of immediate and irreparable harm if the stay is not granted;
- and
- (4) Whether the public interest favors granting the stay.

The burden to establish each element under 43 C.F.R. § 4.21(b)(1) is on the party seeking the stay. See 43 C.F.R. § 4.21(b)(1); *Oregon Natural Resources Council*, 148 IBLA 186, 188 (1999) (“The burden to show that issuance of a stay is justified under the rule, each element of which must be established, rests with the Appellants.”); *Wyoming Outdoor Council*, 156 IBLA 377, 383 (2002) (“The party requesting the stay has the burden of showing that a stay is warranted by satisfying each criteria specified in the rule.”); see *Ctr. for Native Ecosystems*, 163 IBLA 86, 91 (2004). Conclusory assertions and unsupported allegations are insufficient to satisfy an appellant's burden to address the criteria and demonstrate sufficient justification for a stay. See *Blue Mountains Biodiversity Project*, 188 IBLA 143, 154-55 (2016); see also *Western Oil Exploration Co.*, 189 IBLA 48, 49-50 (2016). Where an appellant's stay arguments “touch upon”

the four elements but lack “adequate factual or evidentiary foundation,” the stay must be denied. *Oregon Natural Resources Council*, 148 IBLA at 191.

### *C. Effect of Stay*

In the Petition, Appellant states that “[i]f the requested stay is granted, PRSC and VFSR will operate in the same manner as the preceding 55 years.” Pet. at 7. But that is incorrect. Appellant’s lease expired on December 31, 2022. AR 119. Appellant did not timely file an application for lease renewal by providing at least 180 days of notice as per 43 C.F.R. § 2912.2. Appellant instead filed an application less than 30 days before the expiration of its lease. AR 119. Appellant then refused signature of the offered lease renewal. If a stay of the decision is granted, Appellant’s expired lease status makes any operations of the Shooting Range unauthorized use of public lands. If a stay is denied, Appellant retains an expired lease status but has the opportunity to sign the lease renewal to continue operations under the offered stipulations.

Without a valid lease, Appellant’s operations constitute unauthorized use of public lands. See 43 C.F.R. § 2920.1-2; 43 C.F.R. § 2808.10(a); see also *Our Lady’s Youth Center*, 148 IBLA 206, 212 (1999) (acknowledging the expiration of a R&PP lease terms calls for the cessation of non-casual use of public lands). Since a stay would result in Appellant having no lease, a stay is unwarranted as all of Appellant’s harm arguments assume that Appellant would revert to its prior expired lease.

In the event that the Board does not agree the effect of the stay would be that Appellant has no lease due to the expired status of the lease, the BLM, for argument’s sake only, characterizes the effect of the grant of a stay as the reversion to the expired lease terms in the below arguments.

#### IV. ARGUMENT

Appellant has failed to meet its burden on all four standards and therefore the Board must deny its Petition. Appellant has provided insufficient rationale to support its Petition. And, while it may wait to provide a statement of reasons 30 days after filing its appeal, *see* 43 C.F.R. § 4.412(a), Appellant must still provide its justification for its Petition in the Petition itself at the time it is filed with its appeal, if it seeks to keep the BLM implementation decision from becoming effective. *See Robert E. Oriskovich*, 128 IBLA 69, 70 (1993). Appellant provided three reasons in support of its Petition, but as BLM shows below it has clearly failed to meet its burden and the Petition should be denied.

**1. The relative harm to the parties does not justify a stay because Appellant has not demonstrated a harm greater to itself than to the BLM.**

Appellant has not shown how it will be harmed and thus has not met its burden on this standard. Appellant claims it will be harmed because BLM has offered a lease renewal 1) containing stipulations that potentially require closures based on deer sitings, 2) containing stipulations that potentially limit operations hours based on proximity to active or pending leks, and 3) at a reduced term period. Pet. at 3-7. However, Appellant fails to explain how these updated terms harm Appellant.

First, Appellant alleges that Stipulation No. 22 harms Appellant by posing risk of closure upon deer sitings. Pet. at 3-8. While Stipulation No. 22 regarding deer sitings for protection of wildlife does require closures under certain conditions, the Appellant itself recognized that “[n]o party has ever documented regular deer...use of land within one mile of VFSR.” Pet. 7. Thus, the Appellant admits that there is no anticipated harm. See discussion of immediate and irreparable harm. Whereas, the lack of implementation of Stipulation No. 22 poses risk for public resources and wildlife.

Second, Appellant alleges that Stipulation No.s 24 and 25 harm Appellant by imposing restrictions of hours of operations due to proximity to sage grouse under 2015 ARMPA regulations. Pet. 1. Appellant makes several unsupported arguments that the hours restrictions will affect peak Shooting Range utilization and result in loss of membership and revenue, and ultimately the closure of the Shooting Range. Pet. at 4-6. However, Appellant provides no evidence of peak hours of use, no attestations of members that they would retract their memberships based on the effect to hours, nor financial statements of the Shooting Range showing a forecast of closure based upon the estimated loss of memberships. Further, Appellant has been on notice since the 2015 ARMPA adoption that it should be considering sage grouse implications in its lease renewal. AR 384; see also AR 127. Even assuming, for argument's sake, that reduced operating hours could potentially lead to some membership and revenue loss for Appellant, this is a risk that Appellant knowingly took by locating its Shooting Range on public lands.

Appellant's Shooting Range activities fall within the 2015 ARMPA identified lek noise range. The BLM Decision documents the location of the Shooting Range falling within the perimeter of an identified lek. AR 077; see also AR 021. Under the 2015 ARMPA, BLM cannot permit activities within the perimeter of an identified lek with noise above ten decibels within two hours of dawn and dusk. AR 127 at Appendix C-7. Appellant acknowledges that Shooting Range activities include noises up to one-hundred and sixty decibels. Pet. at 5. Additionally, Appellant, itself, recognizes that "[i]t is well known in Baker County that sage grouse have made occasional use of land within 1.5 to 4 miles of VFSR since 1968 ..." Pet. at 7. BLM, on behalf of the public, has a strong interest in complying with its resource management plan and protecting sage grouse; this interest outweighs the Appellant's attenuated economic claims.

Third, Appellant alleges that its reduction in lease period, from twenty to ten years, creates a harm for the Appellant because it poses the risk that Appellant's lease will be subject to newly promulgated environmental regulation more frequently. Pet. at 6. As an initial matter, Appellant is incorrect in stating there is a reduction in the offered lease period. Appellant has been operating under multiple shortened lease extensions of its twenty-year lease since 2012. AR 379; 121. Thus, Appellant is already accustomed to shorter-than-ten-year operational periods. Further, Appellant provides no legal basis of harm for a reduction in a lease period. The Act authorizes BLM to lease land to a nonprofit association "for a period *up to twenty years*, and, at the discretion of the Secretary, with a privilege of renewal for a like period." 43 U.S.C. § 869-1 (emphasis added). Nothing in the Act nor terms of the lease provide Appellant with a right of a lease renewal of twenty years. It is within BLM's discretion under the Act to determine a lease period, as long as it is no more than twenty years. Additionally, Appellant's argument that being subject to more frequent adoption of enacted environmental regulations only serves to showcase the harm to BLM and public resources due to potential lack of compliance with relevant law and regulation during longer lease periods.

For the reasons outlined above, the relative harm that the BLM would suffer if the Board were to grant the stay outweighs any harm that Appellant might suffer if the stay were denied.

## **2. Appellant is not likely to succeed on the merits.**

BLM's Decision articulated the legal and factual grounds for issuing a modified lease renewal offer. Appellants bear the heavy burden to establish that these grounds are without merit. Appellants before the Board must show an "adequate reason for appeal with some particularity, and support the allegations with arguments or appropriate evidence showing error. An appellant who fails to do so cannot be afforded favorable consideration. Conclusory

allegations of error, standing alone, do not suffice.” *United States v. Multiple Use, Inc.*, 120 IBLA 63, 76 (1991).

First, Appellant argues that “the restrictions and closures proposed for VF SR have not been proposed for the neighboring BLM recreational facilities.” Pet. at 8. Appellant does not identify these facilities, nor provide evidence that similar stipulations are not imposed upon them. BLM is required by law to update lease renewals to comply with statutory and regulatory mandates, as is done in Appellant’s lease renewal offer in accordance with the 2015 ARMPA.

Second, Appellant claims that “[a]mple scientific evidence indicates that sage grouse avoid highway corridors [in which the Shooting Range exists] regardless of the presence or absence of developments along the highway.” Pet. at 8. Appellant states that it will provide this evidence with its Statement of Reasons and that it has been unable to find any wildlife study that supports such stipulations. Pet. at 8. However, lease stipulation negotiation is not the appropriate time or forum to negotiate sage grouse protection. BLM spent several years drafting, responding to public comment, and finalizing the 2015 ARMPA, in which it considers ample scientific data. Concerns with ARMPA sage grouse direction needed to be addressed in the public comment period regarding the 2015 ARMPA. Appellant claims that it asked BLM to provide evidence citations to support sage grouse stipulations, and that BLM never responded. Pet. at 8. However, BLM repeatedly pointed Appellant to the 2015 ARMPA. AR 050; 052. To the extent that Appellant claims the lek stipulations should not apply to its operations, that claim has no merit. BLM is required by law to abide by its own RMPs and thus must bring lease renewals into compliance with existing law, which includes the 2015 ARMPA. 43 C.F.R. § 1610.5-3, 516 DM 11.9; see also 43 C.F.R. § 2912.1-1(b) (leases “shall contain terms and conditions required by law, and public policy, and which the authorized officer considers necessary for the proper

development of the land, for the protection of Federal property, and for the protection of the public interest.”). In the 2015 ARMPA, BLM adopted best management practices, including mitigation requirements of lek buffers and noise restraints. AR 127 at C-7. BLM does not have discretion on whether to impose RMP requirements. BLM’s Decision is aligned with the 2015 ARMPA. AR 078.

Appellant’s assertion that BLM’s inclusion of Stipulation No. 22 (concerning deer) is wrongful also fails. Appellant fails to identify any authority denying BLM’s discretion to include mitigative environmental stipulations. BLM implemented Stipulation No. 22 for consistency with similar R&PP shooting range leases, with reasoning supported in the similar lease decision for public safety and protection of wildlife. AR 086.

Further, Appellant’s assertion that BLM wrongfully reduced its lease term fails. Appellant’s hope to avoid environmental regulation is the exact reason shorter lease terms are necessary to adopt compliance with new statutes and regulations. As discussed above, there are no requirements in the Act for BLM to provide Appellant with a twenty-year lease. This claim will fail and therefore Appellant is not likely to succeed on the merits of his appeal.

Appellant fails to demonstrate that it is likely to succeed on the merits of its appeal. Its justification in the Petition alludes to scientific evidence concerning sage grouse activities in areas adjacent to highways but is ultimately limited to the following: “[p]resuming equity and science guide IBLA decisions, the PRSC appeal is likely to succeed.” Pet. at 8. As addressed in the lack of support for harm, the Petition does not set forth any support for its argument explaining why its appeal will succeed. In *Western Oil Exploration Company*, 189 IBLA 48, 49 (2016), the appellant took a very similar approach in its petition for stay, arguing that it “will be successful on appeal based on the merits of the case.” The Board rejected that conclusory

justification, finding that it fell “well short of showing ‘sufficient justification’ for the Board to grant a stay pending appeal...” *Id.* at 50. The Board should likewise reject Appellant’s conclusory justification here.

**3. Appellant has not shown immediate and irreparable harm if the stay is not granted.**

Appellant has not shown there is a likelihood of immediate and irreparable harm if the stay is not granted and thus has not met its burden for this standard. As a threshold matter, the grant or denial of a stay of the Decision does not affect the expired status of the Appellant’s lease. In the alternative, and as set out above, BLM has shown how there is little or no harm to Appellant—let alone immediate and irreparable harm—as the Appellant itself has recognized the unlikelihood of deer closures and Appellant is able to continue operations of its Shooting Range in non-restricted hours. In its Petition, Appellant fails to show that it would suffer immediate and irreparable harm if the Board were to deny its request for a stay. Appellant makes two arguments, neither of which is persuasive.

First, economically, Appellant argues that Spring, the approaching season, is the peak use of the Shooting Range, that “members are accustomed to unfettered access,” and that if members become subject to “unpredictable” closures under Stipulation No. 22 or closures during peak hours under Stipulation No.s 24 and 25, Appellant will lose members and suffer significant declines in membership rates and revenues. Pet. at 6. Appellant claims that change in operating hours will result in an exodus of members, exhaustion of funds, impaired ability to maintain facilities, and ultimately the dissolution of the Club. Pet. at 7. By claiming Spring is the peak use of the Shooting Range, Appellant attempts to showcase the immediacy of the need for a stay, with Spring fast approaching. However, as stated above, Appellant provides no support for the

peak hours of use of the Shooting Range, nor the peak season of use, nor the inclination of members to leave if those particular hours are restricted for environmental purposes.

Second, Appellant argues that it would be harmed by the shortened lease duration because it doubles the frequency of renewals which makes Appellant more vulnerable to additional environmental regulation, as it is deemed necessary and implemented by BLM. Pet. at 6. Appellant fails to identify how this alleged harm is immediate or irreparable. Any risk of additional regulation would fall upon the renegotiation of the lease renewal ten years from the date of Appellant's signature of the current lease renewal offer.

For all of the reasons above, Appellant has failed to show that he is likely to suffer immediate and irreparable harm if the Board were to deny his request for a stay.

#### **4. The public interest does not favor granting a stay.**

Appellant has not shown that the public interest favors granting a stay and thus has not met its burden for this standard. As addressed above, as a threshold matter, Appellant appears to misunderstand the consequences of a stay, which would leave the Appellant with an expired lease. Assuming a stay provided for reinstatement of the expired lease, Appellant states that it is integral to the Baker County community. Pet. at 8. However, Appellant fails to evidence of the amount of community members that utilize the Shooting Range or to make any qualitative or quantitative analysis of the Shooting Range's impact to the community warranting public interest.

Appellant asserts that if a stay is not granted, members who would typically utilize the range during hours prohibited under this lease would then begin shooting elsewhere. However,

Appellant provides no details of alternative locations, potential effects to sage grouse, nor its own operations or profits.

Appellant also overlooks significant ways in which public resources, of interest to the public, could be harmed if a stay were to prevent or delay the compliance with the ARMPA. In fact, Appellant repeatedly refers to the lease stipulations as “pointless public policy.” Pet. at 7. Further, Appellant appears to mock the vitality of sage grouse stipulations by referring to them as “unprecedented ‘conservation’ restrictions.” Pet. at 7. However, the ARMPA and lease stipulations are the culmination of years of work for the environmental regulation of and protection of wildlife—a public resource with public interest ramifications. The public expects, and the BLM is required to, manage the public lands in accordance with the law. Appellant’s high noise frequency Shooting Range activities are the exact activities the ARMPA was implemented to address. BLM specifically measured human disturbance effects on sage grouse, including noise, and provided best management practices associated with noise levels in the ARMPA. AR 127 at Appendix C-17. For all of the reasons above, Appellant has failed to show that the public interest favors granting a stay.

## **V. CONCLUSION**

For the reasons discussed above, Appellant has failed to provide the sufficient justification required for the Board to grant its Petition. Appellant has not met its burden for all of the four required standards under the Board’s regulations, as is required under the Department’s regulations. BLM respectfully requests that the Board deny Appellant’s stay petition.

Respectfully Submitted,  
For the Regional Solicitor

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Johnsie Wilkinson

## CERTIFICATE OF SERVICE

I hereby certify that on this 9<sup>th</sup> day of February 2024 I sent a copy of the foregoing **BLM RESPONSE TO PETITION FOR STAY** to the following:

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