

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

NUIQSUT TRILATERAL, INC.,
3315 3rd Avenue
Nuiqsut, AK 99789,

Plaintiff,

v.

DOUG BURGUM, in his official capacity as
Secretary of the Interior,
1849 C Street, NW
Washington, DC 20240,

KATHARINE MACGREGOR, in her official
capacity as Deputy Secretary of the Interior,
1849 C Street, NW
Washington, DC 20240,

UNITED STATES DEPARTMENT OF THE
INTERIOR,
1849 C Street, NW
Washington, DC 20240,

BILL GROFFY, in his official capacity as Acting
Director of the Bureau of Land Management,
1849 C Street, NW
Washington, DC 20240,

KEVIN PENDERGAST, in his official capacity as
Alaska State Director of the United States Bureau of
Land Management,
222 W 7th Avenue #13
Anchorage, AK 99513,

UNITED STATES BUREAU OF LAND
MANAGEMENT,
1849 C Street, NW
Washington, DC 20240,

Defendants.

Civil Action No. 26-cv-239

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

INTRODUCTION

1. This lawsuit seeks to enjoin the unlawful and unconstitutional cancellation of a mitigation right-of-way granted by the United States Bureau of Land Management (“BLM”) to Plaintiff Nuiqsut Trilateral Inc. (“NTI”) pursuant to the Secretary of the Interior’s powers under the Naval Petroleum Reserves Production Act (“NPRPA”). That statute designates the National Petroleum Reserve in Alaska (“NPR-A” or “Reserve”), a 23-million-acre tract of land extending across Alaska’s North Slope, and it directs the Secretary of the Interior to conduct competitive leasing of oil and gas in the Reserve.

2. The “Act also recognize[s] the subsistence interests of Native American tribes in the area and the need to protect the environment.” *N. Alaska Env’t Ctr. v. Kempthorne*, 457 F.3d 969, 973 (9th Cir. 2006). For thousands of years, communities across Alaska’s North Slope have engaged in subsistence hunting and fishing as a way of life, nurturing and sustaining Iñupiat culture and traditions that date back millennia. *See* 1(b) Iñupiat Cmty. of the Arctic Slope, *The Inupiat View* 16 (1979).¹ The Iñupiat people’s “physical and cultural survival depends on the continued harvest of natural resources,” which provide communities across Alaska’s North Slope with food, clothing, and societal cohesion. *Id.*

3. The surpassing importance of subsistence uses to Alaska Natives led Congress to declare in the Alaska National Interest Lands Conservation Act (“ANILCA”)—just days before it opened the Reserve to oil and gas leases—that “the continuation of the opportunity for subsistence uses by rural residents of Alaska . . . is essential to Native physical, economic, traditional, and cultural existence and to non-Native physical, economic, traditional, and social existence.”

¹ https://www.blm.gov/sites/blm.gov/files/Planning_Alaska_The_Inupiat_View_NPRA_105C_Volume1b.pdf.

16 U.S.C. § 3111(1); *see also* ANILCA, Pub. L. No. 96-487, §§ 801-816, 94 Stat. 2371 (1980). “[T]he situation in Alaska is unique in that, in most cases, no practical alternative means are available to replace the food supplies and other items gathered from fish and wildlife which supply rural residents dependent on subsistence uses[.]” 16 U.S.C. § 3111(2).

4. Central to the Iñupiat way of life are caribou, which are among the most dependable and versatile resources on the North Slope. The Teshekpuk Caribou Herd is particularly important. That herd relies on calving grounds within the Western Arctic, primarily near the herd’s eponymous lake: the largest lake in Alaska, the largest thermokarst lake in the world, and a vital habitat for the caribou, shorebirds, waterfowl, and fish.

5. The herd suffered a roughly 50% decline between 2008 and 2016 due to poor calf survival and high adult mortality. *See* BLM, Federal Subsistence Board Adopts New Regulations for the Western Arctic and Teshekpuk Caribou Herds (Apr. 28, 2016).² The herd remains fragile, and development near the caribou calving grounds can harm caribou populations by displacing young caribou to territory with relatively poor access to food and greater threat of predation. Threats to the Teshekpuk Caribou Herd imperil not only the herd itself, but also the rural communities that rely on it for their existence and way of life.

6. Congress understood the vital importance of Alaska Natives’ subsistence rights when it created the NPR-A, and it therefore directed the Secretary of the Interior to strike a balance: facilitate hydrocarbon extraction while “protecti[ng] environmental, fish and wildlife, and historical or scenic values,” § 42 U.S.C. § 6503(b), mitigating “adverse effects on the surface resources,” *id.* § 6506a(b), and providing “maximum protection” for areas with subsistence value, *id.* § 6504(a). Under the NPRPA, therefore, “the federal government cannot greenlight private

² https://edit.doi.gov/sites/doi.gov/files/uploads/nr_wp16_37_fact_sheet.pdf.

development without considering “the subsistence interests of Native American tribes in the area and the need to protect the environment.” *Ctr. for Biological Diversity v. BLM*, 141 F.4th 976, 989 (9th Cir. 2025) (quoting *Kemphorne*, 457 F.3d at 973).

7. Congress paid special attention to the area around Teshekpuk Lake in view of the Lake’s fragile ecosystem and local communities’ dependence on the area for its subsistence use: Congress instructed that activities within “the Teshekpuk Lake area[] . . . shall be conducted in a manner which will assure the *maximum protection* of such surface values to the extent consistent with the requirements of this Act for the exploration of the reserve.” 42 U.S.C. § 6504(a) (emphasis added).

8. To give effect to these goals, Congress empowered the Secretary of the Interior, acting through BLM, to “grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under this Act.” *Id.* § 6502. In the decades since, communities that rely on subsistence uses have routinely participated in BLM decisionmaking related to management of the Reserve and Teshekpuk Lake, facilitating local participation and consideration of the effects of oil and gas projects on residents within and adjacent to the Reserve.

9. In 2018, ConocoPhillips Alaska, Inc. sought regulatory approval to develop certain oil and gas leases it held in the Reserve. This proposal—called the “Willow Project”—would be the largest oil and gas project on the North Slope in decades. The Willow Project comprised several oil drilling sites, an operations center, a permanent camp for 500 employees, a gravel mine, hundreds of miles of roads and pipelines, and other infrastructure within and just south of the Teshekpuk Lake area. And in a first for the Reserve, ConocoPhillips would also construct a central processing facility to separate raw well fluids into multiple constituent products.

10. After completing an Environmental Impact Statement (“EIS”) pursuant to the National Environmental Policy Act (“NEPA”), BLM published its first Willow Master Development Plan and Record of Decision in October 2020 (“2020 Willow ROD”),³ approving ConocoPhillips’s plan.

11. According to BLM, the scope and duration of the Project threatened to impact nearby caribou populations by disturbing and displacing calving caribou and impacting caribou movements during other times of the year. The Project also risked “significantly restrict[ing] subsistence uses for the community of Nuiqsut due to a reduction in the availability of resources caused by the alteration of their distribution and the limitation on subsistence user access to the area.” 2020 Willow ROD at 11.

12. In August 2021, the United States District Court for the District of Alaska vacated the 2020 Willow ROD in part because it failed to give due consideration to the NPRPA’s requirement to afford maximum protection to significant surface values in the Teshekpuk Lake area. *See Sovereign Iñupiat for a Living Arctic v. BLM*, 555 F. Supp. 3d 739, 770, 805 (D. Alaska 2021).

13. On remand, BLM engaged with local Native and non-Native communities to identify mitigation measures that might offset the Willow Project’s impact on subsistence uses. The agency released the supplemental Willow Master Development Plan Record of Decision in March 2023 (“2023 Willow ROD”) to “give[] effect to the Court’s direction.” 2023 Willow ROD at 11.⁴ The 2023 Willow ROD permitted several drill sites to move forward on the condition of

³ https://eplanning.blm.gov/public_projects/109410/200258032/20029172/250035373/2020-10-27_ROD_508.pdf.

⁴ https://eplanning.blm.gov/public_projects/109410/200258032/20075029/250081211/2023%20Willow%20MDP%20Record%20of%20Decision.pdf.

(among others) Mitigation Measure 27, which required the agency to undertake mitigation to protect the Teshekpuk Caribou Herd.

14. Through Mitigation Measure 27, BLM decided to protect the lake, a buffer along its shores, and caribou movement corridors “with a focus on restricting future leasing or surface development in those areas.” 2023 Willow ROD at 30. Courts later reviewing BLM’s decision to approve Willow cited Mitigation Measure 27 in concluding that the agency complied with its obligation to provide maximum protection to the Teshekpuk Lake area. *See Sovereign Iñupiat for a Living Arctic v. BLM*, 701 F. Supp. 3d 862, 896 (D. Alaska 2023); *Ctr. for Biological Diversity*, 141 F.4th at 1002, 1015.

15. On December 17, 2024, the BLM State Director for Alaska fulfilled the agency’s obligations under Mitigation Measure 27 by granting the Teshekpuk Lake Conservation Right-of-Way (“Mitigation Right-of-Way”) to NTI, relying on the Secretary of the Interior’s explicit power to grant rights-of-way to carry out his responsibilities under the NPRPA. *See* Ex. A at 2-3 (citing 42 U.S.C. § 6502).

16. NTI is a nonprofit organization formed by community members to protect the Teshekpuk Caribou Herd and the critical role it plays in the Iñupiat way of life. Its board comprises members from the Native Village of Nuiqsut (a federally-recognized Alaska Native Tribe), Kuukpik Corporation (an Alaska Native Corporation),⁵ and the City of Nuiqsut, all of which have vital interests in the preservation of the Teshekpuk Lake area and its herd.

⁵ In the Alaska Native Claims Settlement Act, or “ANCSA,” “Congress authorized the transfer of \$962.5 million in state and federal funds and approximately 44 million acres of Alaska land to state-chartered private business corporations that were to be formed pursuant to [the Act],” known as Alaska Native Corporations. *Yellen v. Confederated Tribes of Chehalis Rsrv.*, 594 U.S. 338, 343 (2021) (quotation omitted).

17. The Mitigation Right-of-Way covers approximately one million acres in the Teshekpuk Lake area, or approximately four percent of the National Petroleum Reserve. Through the Mitigation Right-of-Way, the United States presumptively precluded new oil and gas leasing, surface and subsurface exploration and development, and the construction of oil and gas facilities and related utilities within the area of the Mitigation Right-of-Way. The Right-of-Way provides NTI with the right to enforce the United States’s prohibition, but NTI may waive that right if it determines “in writing” that “the benefits associated with the proposal outweigh any impacts to the Herd and that it is in the best interest of the community” Ex. A at 4. And any new oil and gas leasing and development within the Mitigation Right-of-Way would remain subject to BLM oversight and approval.

18. The Mitigation Right-of-Way cured many of the deficiencies in BLM’s 2020 ROD for the Willow Project and complied with the Secretary of the Interior’s statutory obligations to protect surface resources and subsistence uses. Local institutions like Kuukpik Corporation did not previously support the project, but that changed after BLM began considering mitigation measures. Kuukpik Corporation even intervened in a challenge to the 2023 Willow ROD in order to *defend* the Willow Project, and, indeed, multiple courts upheld BLM’s approval after favorably citing to Mitigation Measure 27.

19. On December 19, 2025, Deputy Secretary of the Interior Katharine MacGregor sent NTI a letter purporting to “cancel” the Mitigation Right-of-Way (the “Cancellation Decision”). *See* Ex. B. The Department did not consult NTI or its board members regarding the Cancellation Decision.

20. The Cancellation Decision announced that the Department of the Interior was opening the Teshekpuk Lake area for oil and gas leases and exploration. In a mere six pages of

reasoning, the Department rejected the proposition that protection of subsistence resources constituted a “responsibility” of the Secretary under the NPRPA, clearcutting the agency’s statutory mandate and 50 years of considered management decisions. In so doing, the Department unwound the fulfillment of a mitigation measure necessary for the agency’s lawful approval of the Willow Project.

21. Although it had only recently relied on the NPRPA’s statutory authority to grant the Mitigation Right-of-Way, the Department’s Cancellation Decision asserted that the Department lacked authority to issue the Right-of-Way in the first place. To reach this conclusion, the Department first characterized the Mitigation Right-of-Way as one for a “non-use,” a determination in tension with Congress’s recognition that “subsistence uses” are, as the name implies, “uses” of land and resources.

22. From this premise, the Department concluded that the NPRPA—which allows the Secretary to grant rights-of-way that may be necessary to carry out his “responsibilities” under the Act—does not allow instruments “intended to . . . hinder oil and gas activities.” *Id.* at 4. The decision did not explain why the Secretary’s various and mandatory duties to conserve and protect the Reserve, including for subsistence uses, are not his “responsibilities.” Nor did it explain why a Right-of-Way designed to *facilitate* the Willow Project was one that “hindered” oil and gas activities.

23. The Cancellation Decision conceded that “[t]he NPRPA does not address cancellation of authorizations.” *Id.* at 4. To cancel the Mitigation Right-of-Way, the Department therefore relied on what it described as an “inherent” authority described in a Supreme Court opinion, *id.*, even though that decision “h[e]ld *only* that the Secretary has the power to correct *administrative* errors . . . by cancellation of leases in *proceedings* timely instituted by *competing*

applicants for the same land.” *Boesche v. Udall*, 373 U.S. 472, 485 (1963) (emphasis added). The Cancellation Decision did not explain how this narrow holding authorized the Department to cancel the Mitigation Right-of-Way.

24. The Cancellation Decision jeopardizes decades of collaboration with local communities and is unlawful several times over. The Department’s conclusions are contrary to law, in violation of the Administrative Procedure Act (“APA”). The NPRPA explicitly provides the Secretary the authority, without further limitation, to grant rights of way that “may be necessary to carry out [the Secretary’s] responsibilities under this Act,” 42 U.S.C. § 6502, and those responsibilities unambiguously encompass conservation of surface resources in general and the subsistence resources and users in and around Teshekpuk Lake in particular. *See, e.g., id.* §§ 6503(b), 6504(a), 6506a(b).

25. The Cancellation Decision also exceeds the Department’s statutory authority. The agency admits that no statute grants it the power to revoke a right-of-way, and instead relies on a case addressing only administrative errors resulting in competing claims to leases. The Secretary has no “inherent authority” to cancel a right-of-way without notice and based on his vacillating interpretations of the NPRPA—and certainly not when those readings run directly counter to the statute’s plain text.

26. If those errors were not enough, the agency committed a litany of basic administrative law errors. Durable protections for the Teshekpuk Caribou Herd’s habitat, for example, were an indispensable component of the 2023 Willow ROD, but the agency has now rescinded those protections and provided no “day after” plan for fulfilling Mitigation Measure 27. The Department simply insisted that it lacked the legal authority to include that key mitigation measure in the ROD in the first place, then declined to consider alternative measures to comply

with its own ROD or the text of the NPRPA. The agency also proceeded from an incorrect factual basis that the Mitigation Right-of-Way represented “non-use” of the protected area despite ongoing subsistence uses. And the Department failed to consider local populations’ reliance interests.

27. Furthermore, the Cancellation Decision violates Plaintiff’s rights under the Fifth Amendment Due Process Clause. The Mitigation Right-of-Way may not be terminated during the life of the Willow Project without the consent of both Plaintiff and BLM. NTI has a property right in the Mitigation Right-of-Way and may not be deprived of that right without due process. Whatever process is due, the Cancellation Decision is plainly insufficient.

28. The Cancellation Decision also violates NEPA, which requires that agencies prepare a “detailed statement” on the effects of “major Federal actions significantly affecting the quality of the human environment.” 42 U.S.C. § 4332(C). On information and belief, the Department’s NEPA analysis for the Cancellation Decision (if any) did not consider the effects of the Willow Project on caribou and other resources in the total absence of agency action to satisfy Mitigation Measure 27, including by analyzing relevant new information on caribou populations.

JURISDICTION AND VENUE

29. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, because the action arises under federal law, including the U.S. Constitution and the Administrative Procedure Act, 5 U.S.C. § 551 *et seq.* An actual controversy exists between the parties within the meaning of 28 U.S.C. § 2201(a), and this Court may grant declaratory relief, injunctive relief, and other appropriate relief pursuant to 28 U.S.C. §§ 2201-02 and 5 U.S.C. §§ 704-06.

30. Venue is proper in this Court under 28 U.S.C. § 1391(e)(1) because this action seeks relief against federal agencies and officials acting in their official capacities; at least one defendant is located in this district; and a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

31. Plaintiff Nuiqsut Trilateral, Inc., is a private, not-for-profit corporation incorporated in Alaska, with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. NTI's board comprises representatives from Nuiqsut's municipal government, the Native Village of Nuiqsut, and Kuukpik Corporation, which is an Alaska Native Corporation. NTI promotes the lasting protection, survival, and enhancement of the Teshekpuk Caribou Herd and its most important habitat, including the areas near and around Teshekpuk Lake. To accomplish this goal, NTI protects the natural environment and wild resources near Teshekpuk Lake from adverse effects of industrial activities. NTI also works to perpetuate the Iñupiat culture and traditions associated with the herd, with the goal of passing this knowledge to future generations. The Cancellation Decision deprives NTI of its rights under the NPRPA and other federal statutes, the Mitigation Right-of-Way, and the Constitution.

32. The Cancellation Decision also impairs NTI's ability to carry out its core activities: protecting the Teshekpuk Caribou Herd and perpetuating Iñupiat culture and subsistence traditions within the Nuiqsut community through the holding of conservation instruments and exercising rights thereunder. NTI cannot carry out these activities when the United States unlawfully revokes those instruments or unlawfully withholds the issuance of those instruments, thus depriving NTI of an opportunity to enter into a conservation instrument for the benefit of the Teshekpuk Caribou Herd.

33. Defendant Doug Burgum is the Secretary of the United States Department of the Interior. He is sued in his official capacity only.

34. Defendant Katharine MacGregor is the Deputy Secretary of the United States Department of the Interior and signatory of the Cancellation Decision. She is sued in her official capacity only.

35. Defendant United States Department of the Interior is an executive department of the United States government with overall responsibility for administering the NPRPA.

36. Defendant Kevin Pendergast is the Alaska State Director of the United States Bureau of Land Management. He is sued in his official capacity only.

37. Defendant Bill Groffy is the Acting Director of the United States Bureau of Land Management. He is sued in his official capacity only.

38. Defendant United States Bureau of Land Management is the agency within the United States Department of the Interior with primary responsibility for administering the NPRPA.

FACTUAL ALLEGATIONS

Local Communities' Reliance on Caribou Since Time Immemorial

39. Native communities in northern Alaska have relied on subsistence uses of natural resources since their ancestors crossed the Bering Strait thousands of years ago. Hunting and fishing, as well as communal sharing of resources, are key components of the Iñupiat culture and way of life: the Iñupiat people's "physical and cultural survival depends on the continued harvest of natural resources." *The Inupiat View* at 16. Activities associated with subsistence—processing, sharing, redistribution networks, cooperative and individual hunting, fishing, whaling, gathering, and ceremonial activities—strengthen community and family social ties, reinforce community and individual cultural identity, and provide a link between contemporary Alaska Natives and their

ancestors. These activities are guided by traditional knowledge based on a long-standing relationship with the environment. Traditional feasts such as Nalukataq (the spring Whale Festival) and Kivgiq (the Messenger Feast) revolve around the bringing together of communities and the distribution of subsistence foods throughout the community and region. Extensive sharing networks exist between North Slope communities, and between the North Slope and other regions in Alaska.

40. Alaska Natives residing in Nuiqsut feel a deep connection to the land around Teshekpuk Lake and the Colville River. Many families have cabins and camps near the lake that support their use of the land and its resources. Community members describe themselves as “subsistence hunters” who hunt and fish to feed themselves, their parents, and their children. These practices are even more vital given difficulties importing food to the region and the potential for food insecurity.

41. The Teshekpuk Caribou Herd is of particular importance to Iñupiat cultural heritage. Communities surrounding Teshekpuk Lake, including Nuiqsut, depend on the herd for subsistence uses, including food, clothing, and other commodities. Caribou herds are closely attached to calving grounds, and the Teshekpuk Caribou Herd most often returns to an area southeast of the lake to raise their young. The herd has experienced a dramatic decline since the 1970s, including steep population dips during the 2000s and 2010s. Though it has since marginally recovered, the herd remains fragile and vulnerable to developments affecting its core calving grounds. The future of Nuiqsut, its people, and their way of life depends on the health of the Teshekpuk Caribou Herd. NTI exercises its rights under the Right-of-Way to protect its subsistence way of life.

42. Recognizing the overwhelming importance of subsistence uses to Native communities in Alaska, Congress included strong protections for those activities in ANILCA. *See* Pub. L. No. 96-487, §§ 801-816, 94 Stat. 2371 (1980); *see also* 16 U.S.C. § 3113 (defining “subsistence uses”). Congress enacted these protections on December 2, 1980, just ten days before it passed a separate measure permitting oil and gas leases in the NPR-A.

43. In ANILCA, Congress “[ou]nd and declare[d]” that “the continuation of the opportunity for subsistence uses by rural residents of Alaska, including both Natives and non-Natives, on the public lands and by Alaska Natives on Native lands is essential to Native physical, economic, traditional, and cultural existence and to non-Native physical, economic, traditional, and social existence.” 16 U.S.C. § 3111(1). “[T]he situation in Alaska is unique in that, in most cases, no practical alternative means are available to replace the food supplies and other items gathered from fish and wildlife which supply rural residents dependent on subsistence uses.” *Id.* § 3111(2). Congress observed that opportunity for subsistence uses was under threat from “increasing population” accompanied “by sudden decline in the populations of some wildlife species which are crucial subsistence resources.” *Id.* § 3111(3). Congress thus relied on its authority over Native affairs and the Property Clause to “protect and provide the opportunity for continued subsistence uses on the public lands by Native and non-Native rural residents,” *id.* § 3111(4), and establish protections for “the continuation of the opportunity for a subsistence way of life by residents of rural Alaska,” *id.* § 3111(5).

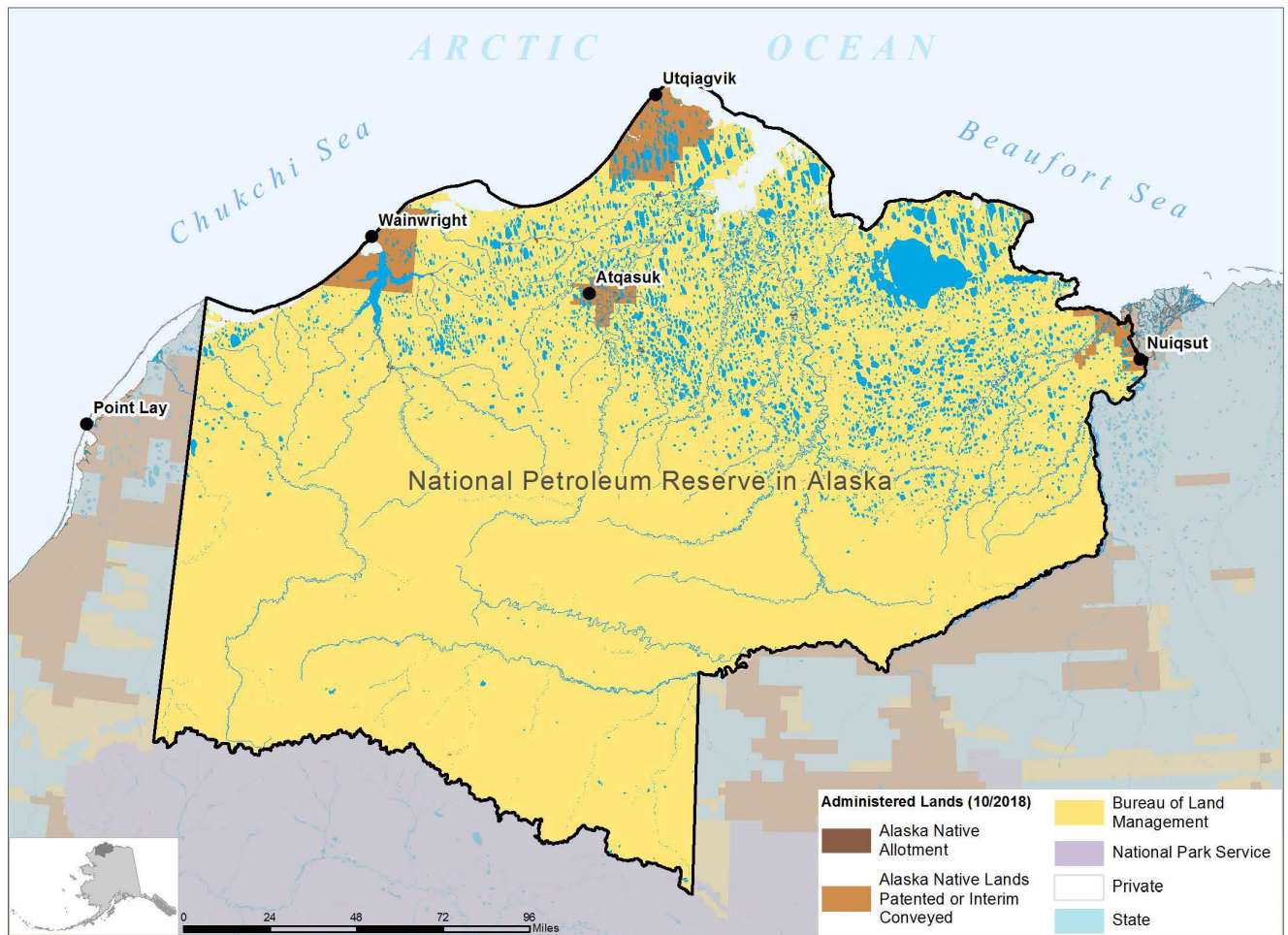
44. For these reasons, Congress required priority for uses of federal land reflecting “customary and direct dependence upon [fish and wildlife] populations as the mainstay of livelihood.” *Id.* § 3114(1). Congress also directed that whenever a “Federal agency” makes a decision “to withdraw, reserve, lease, or otherwise permit the use, occupancy, or disposition of

public lands,” the agency must evaluate the effect of that action on subsistence uses and needs, as well as consider alternatives that would reduce impact on subsistence. *Id.* § 3120(a). Whenever that action “would significantly restrict subsistence uses,” the agency must provide notice to various entities, hold a hearing near the affected area, and make several determinations. *Id.*

45. ANILCA thus reflects a definitive federal policy recognizing threats to traditional subsistence uses and protecting those activities.

The National Petroleum Reserve in Alaska

46. The National Petroleum Reserve in Alaska is a vast federal land unit located on Alaska’s North Slope, encompassing approximately 23 million acres. President Harding originally designated the area in 1923 as the Naval Petroleum Reserve No. 4. *See* Exec. Order No. 3797-A (Feb. 27, 1923). Administration of the Reserve remained under the purview of the Secretary of the Navy until 1976, when Congress transferred management authority over the area to the Department of the Interior and redesignated it as the National Petroleum Reserve-Alaska. *See* NPRPA, Pub. L. No. 94-258, §§102-103(a), 90 Stat. 303 (1976) (codified at 42 U.S.C. §§ 6502-6503). At that time, Congress prohibited oil development while permitting ongoing exploration. *See id.* § 104(a).



47. Even before permitting petroleum extraction, Congress commanded that subsistence surface values must be protected: “Any exploration within the Utukok River, the Teshekpuk Lake areas, and other areas designated by the Secretary of the Interior containing any significant subsistence, recreational, fish and wildlife, or historical or scenic value, shall be conducted in a manner which will assure the maximum protection of such surface values to the extent consistent with the requirements of this Act for the exploration of the reserve.” *Id.* § 104(b) (presently codified at 42 U.S.C. § 6504(a)). From the outset, Congress thus identified Teshekpuk Lake area as one containing “significant subsistence” value requiring “maximum protection.” *Id.* Congress included this provision in specific response to threats to the Arctic caribou population,

which had decreased by 58 percent between 1971 and 1976 and drawn the attention of Alaska state officials.

48. Congress also provided for special consideration of Alaska Natives. Congress directed the Secretary to establish a task force “to conduct a study to determine the values of, and best uses for, the lands contained in the reserve.” *Id.* § 105(c). That study was to consider “the natives who live or depend on” the Reserve and include representatives from “the Arctic slope native community.” *Id.*

49. Congress also instructed that “the Secretary of the Interior shall assume all responsibilities” previously carried out by the Secretary of the Navy “[w]ith respect to any activities related to the protection of environmental, fish and wildlife, and historical or scenic values” in the Reserve. *Id.* § 103(b) (codified at 42 U.S.C. § 6503(b)). Congress further instructed the Secretary to, “[a]s soon as possible . . . promulgate such rules and regulations as he deems necessary and appropriate for the protection of such values within the reserve.” *Id.*

50. Legislative history reflects Congress’s intention that extraction of oil and gas be balanced against harms to surface resources. The conference report explained, for instance, that Section 103 of the NPRPA vests powers in the Secretary “immediately upon enactment of this Act so that any activities which are or might be detrimental to such values will be carefully controlled.” H.R. Conf. Rep. 94-942, at 20, *as reprinted in* 1976 U.S.C.C.A.N. 516, 523. The report also explained that “the Secretary is expected to take into consideration the needs of resident and migratory wildlife” in the Teshekpuk Lake area, including avoiding activities “during times of the year when the caribou calving season and the nesting and molting seasons of the birds can be avoided.” *Id.* at 21. “[T]he Secretary will take every precaution to avoid unnecessary surface damage and to minimize ecological disturbances throughout the reserve.” *Id.*

51. Just ten days after Congress passed ANILCA, the same Congress permitted and funded an “expeditious program of competitive leasing of oil and gas in the National Petroleum Reserve in Alaska.” Department of the Interior Appropriations Act, Pub. L. No. 96-514, 94 Stat. 2957 (Dec. 12, 1980) (presently codified at 42 U.S.C. § 6506a). Yet Congress established as the very first out of nine separate conditions on that funding that “activities undertaken pursuant to this Act shall include or provide for such conditions, restrictions, and prohibitions as the Secretary deems necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources” of the Reserve. *Id.* In providing for oil and gas leases less than two weeks after passing ANILCA, Congress plainly intended that hydrocarbon extraction would be balanced with subsistence uses within the NPR-A.

52. On July 4, 2025, Congress passed the One Big Beautiful Bill Act, instructing the Secretary to “conduct not fewer than 5 lease sales under the Program by not later than 10 years after the date of enactment of this Act,” each of which “shall offer not fewer than 4,000,000 acres.” Pub. L. No. 119-21, § 50105(c), 139 Stat. 72, 143. The Act made no changes whatsoever to Congress’s statutory directions to protect environmental, fish and wildlife, and historical or scenic values, provide “maximum protection” to subsistence values in the Teshekpuk Lake area, and mitigate effects on surface resources.

BLM’s Management of the Reserve

53. BLM is the bureau within the Department of the Interior with primary responsibility for management of the NPR-A. To implement the requirements of the NPRPA, BLM has historically relied on integrated activity plans (“IAPs”), informed by environmental impact statements (“EISs”) prepared under NEPA, to analyze and govern leasing, exploration, and development across the Reserve. These planning documents establish land-use allocations, identify areas subject to heightened protections, and define some of the mitigation measures

intended to safeguard subsistence uses, wildlife habitat, and other surface values required by the NPRPA.

54. IAPs have consistently recognized that the Secretary’s “responsibilities” under the NPRPA include “the protection of environmental, fish and wildlife, and historical or scenic values,” and the protection of special subsistence areas like the Teshekpuk Lake area. BLM, NPR-A IAP ROD at 9 (December 2025) (“2025 IAP”);⁶ *see also* BLM, NPR-A IAP ROD at 8 (“2020 IAP”)⁷ (“The plan adopted in this ROD balances BLM’s legislatively mandated goals of providing for the exploration and development of oil and gas in NPR-A while protecting surface values, taking into consideration public and agency comments and Native consultation.”).

55. BLM has recognized its obligation to protect subsistence uses and the environment in every IAP. In recent iterations, BLM has excluded at least 4.1 million acres of land within the NPR-A from oil and gas leasing—roughly four times as much of land as the Mitigation Right-of-Way—“in order to protect and conserve important surface resources and uses in these areas.” 2025 IAP at 4; *see also* 2020 IAP at 3.

56. Agency actions authorizing oil and gas development in the NPR-A are subject to the procedural requirements of NEPA, and many such authorizations constitute “major Federal actions” necessitating preparation of an EIS. *See* 42 U.S.C. §§ 4332(C), 6504(a).

The Willow Project and Mitigation Measure 27

57. In 2018, ConocoPhillips Alaska, Inc. requested that BLM prepare an EIS for the Willow Project, the proposed development of certain oil and gas leases in the Reserve. The

⁶ https://eplanning.blm.gov/public_projects/117408/200284263/20148807/251048787/20251222_2025%20NPR_A_ROD_508.pdf.

⁷ https://eplanning.blm.gov/public_projects/117408/200284263/20032151/250038350/NPR-A%20IAP%20Record%20of%20Decision.pdf.

company proposed to develop up to five drill sites to access subsurface hydrocarbons, a central processing facility, an operations center pad, up to 37 miles of gravel roads and seven bridges, up to 575.4 total miles of ice roads during construction, an airstrip, up to 315.9 miles of pipelines, a gravel mine site, sealift barge transport of construction materials and prefabricated modules to the North Slope, a constructed freshwater reservoir sized to provide 55 million gallons of water for winter withdrawal, up to three boat ramps for subsistence users, and a permanent camp to house 500 employees. In total, the Willow Project was estimated to produce approximately 586 million barrels of oil over its 30-year life, amounting to 160,000 barrels of oil per day. *See* 2020 Willow ROD at 1.

58. The project was the largest oil and gas proposal anywhere in the country on public lands, as well as the largest project proposed in northern Alaska in decades. Inclusion of a central processing facility expanded the project's scope significantly beyond those of prior projects and dramatically increased potential impacts on the environment and the Teshekpuk Caribou Herd.

59. In preparing its EIS on the proposed plan for the Willow Project, BLM engaged in "an open, collaborative, and robust process among scientists, resource specialists, and regulatory staff of BLM, the cooperating agencies, and the participating public," including the Native Village of Nuiqsut, the City of Nuiqsut, the Iñupiat Community of the Arctic Slope, and the North Slope Borough. 2020 Willow ROD at 2. BLM sought input from a broad range of federal agencies, including the Environmental Protection Agency, the Army Corps of Engineers, the Fish and Wildlife Service, the National Marine Fisheries Service, Coast Guard, and the Bureau of Ocean Energy Management. *See* Willow EIS BLM Administrative Record Index, *Sovereign Iñupiat for a Living Arctic v. BLM*, No. 20-cv-290 (D. Alaska Jan. 15, 2021). BLM also received scores of comments from businesses, consultancies, environmental groups, and the general public. *See id.*

60. In total, the administrative record informing BLM’s original decision spanned at least 234,000 pages and 3,200 documents. *See id.*

61. In October 2020, BLM issued a Willow Master Development Plan Record of Decision, approving ConocoPhillips’s plan to drill for oil at three sites. ConocoPhillips requested that BLM defer approval for two additional drill sites to allow it to consult with Nuiqsut community members regarding impacts to caribou migration and subsistence hunting.

62. On August 18, 2021, the United States District Court for the District of Alaska vacated and remanded the 2020 Willow ROD because, *inter alia*, “BLM acted contrary to law in its alternative analysis for the Teshekpuk Lake Special Area insofar as it failed to consider the statutory directive that it give ‘maximum protection’ to surface values in that area.” *Sovereign Iñupiat for a Living Arctic v. BLM*, 555 F. Supp. 3d 739, 805 (D. Alaska 2021). The court rejected BLM’s qualified and circumspect conclusion that impacts from the Willow Project “may not ‘necessarily be greater within the [Teshekpuk Lake area] than they would outside the [area],” explaining that the agency’s analysis “entirely distort[ed]” Congress’s mandate in the NPRPA. *Id.* at 769.

63. BLM then developed a Supplemental EIS “to address the U.S. District Court for Alaska’s . . . decision” that, among other faults, the prior EIS underlying the 2020 Willow ROD “failed to give due consideration to the requirement in the [NPRPA] to afford ‘maximum protection’ to surface values in” the Teshekpuk Lake area. BLM, Willow Master Development Plan Supplemental EIS (“Supplemental EIS”) ES-1, 1 (Jan. 2023).⁸ The Supplemental EIS was intended to permit “construct[ion of] the infrastructure necessary to allow the production and

⁸ https://eplanning.blm.gov/public_projects/109410/200258032/20073121/250079303/Willow%20FSEIS_Vol%201_Ch%201-Ch%205.pdf.

transportation to market of federal oil and gas resources . . . while providing maximum protection to significant surface resources within the NPR-A, consistent with BLM’s statutory directives.” *Id.* at 2-3. “A key revision of the Supplemental EIS was the addition of a fourth action alternative (Alternative E), which reduce[d] infrastructure within the Teshekpuk Lake Special Area (TLSA) relative to the previously analyzed action alternatives.” BLM, Appendix G to Willow Master Development Plan Supplemental EIS at 1 (Jan. 2023).⁹

64. The Supplemental EIS focused on subsistence uses, noting that “[t]he Iñupiat of the North Slope traditionally lived a seminomadic, subsistence-based lifestyle,” and that those “communities continue to actively engage in traditional subsistence activities, with substantial sharing of traditional foods across the region.” Supplemental EIS at 301. “[A]t least 94% of Iñupiat households in all communities reported using subsistence foods, and a majority of households reported at least half of their household diet came from subsistence foods.” *Id.* “[T]o the Iñupiat, protection of traditional lands, waters, and the wild resources that inhabit them is essential to maintaining cultural traditions, traditional knowledge, and identity.” *Id.* at 303.

65. BLM also recognized the ongoing impacts of oil and gas development on subsistence uses. The agency observed that “[s]ince 2000, oil and gas development has expanded into highly used Nuiqsut subsistence use areas.” *Id.* at 420. Development has impacted Nuiqsut residents’ subsistence harvests due to disruption of animal activity, air and ground traffic, decreased access, and increased oil and gas infrastructure. *See id.* at 305. Continued expansion toward the Teshekpuk Caribou Herd’s core calving grounds could result in “overall decline in productivity and abundance,” which “would likely extend to subsistence users of the herd

⁹ https://eplanning.blm.gov/public_projects/109410/200258032/20073070/250079252/Willow%20FSEIS_Vol%2016_App%20I%20to%20J.pdf.

including Nuiqsut.” *Id.* at 419. “[M]any” people within the community also “view the increasing expansion of development infrastructure as a loss of traditional lands” that were “[o]nce considered part of the community’s traditional subsistence use.” *Id.* at 420.

66. The Supplemental EIS thus proposed options to protect the Teshekpuk Caribou Herd, including measures to minimize disturbance to the herd and limit oil and gas facilities in caribou movement corridors and calving areas. *Id.* at 319. The agency also considered solutions gathered through public comment, including buffer zones around the caribou habitat and a plan to “develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd to fully offset impacts of the Project on that Herd.” *Id.* at 323, 325.

67. In total, BLM’s renewed evaluation of the environmental impacts associated with the Willow Project—including its effects on the Teshekpuk Caribou Herd—spanned approximately 450,000 additional pages across hundreds of documents. *See* BLM Administrative Record Index, *Sovereign Inupiat for a Living Arctic v. Bureau of Land Management*, No. 23-cv-58 (D. Alaska, June 28, 2023). BLM received 125,146 public comments during scoping of substantive issues, *see* Supplemental EIS at ES-2, an additional 218,931 public comments on the draft EIS, *id.* at ES-3, and an unspecified number of comments following the final Supplemental EIS, *see* 2023 Willow ROD at 15.

68. In March 2023, BLM issued its supplemental Willow Master Development Plan Record of Decision. Choosing among five alternatives, BLM permitted ConocoPhillips to proceed with three drill sites southeast of the Teshekpuk Lake area that would facilitate extraction of 94 percent of the subsurface oil resources ConocoPhillips initially sought. *See id.* at 12. BLM asserted that its “decision strikes a balance, allowing for development to occur in the NPR-A

consistent with the terms of existing leases while at the same time requiring the implementation of robust protections for surface resources.” *Id.* at 11.

69. In reaching its decision, the agency “g[a]ve effect to the Court’s direction,” *id.*, and the need for less surface infrastructure within the Teshekpuk Lake area. BLM reasoned that “[t]he Project’s impacts to caribou and subsistence harvesting of caribou, particularly associated with roads and pipelines, has been consistently identified as a key concern by the community of Nuiqsut, which relies heavily on caribou for their sustenance and is located closest to the Project.” *Id.* at 11. The approved plan would limit proposed development in the Teshekpuk Lake area, “thereby reducing impacts on caribou and the community’s subsistence harvest of caribou.” *Id.* at 23.

70. Key to this limitation and compliance with the NPRPA was Mitigation Measure 27. That measure would “protect the most important habitat areas for the maternal and migrating caribou of the Teshekpuk Caribou Herd, including Teshekpuk Lake, a buffer around the lake, and the migration corridors to the east and northwest.” *Id.* at 30. In its 2023 Willow ROD, BLM stated that it “will develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd to fully offset impacts of the project on that Herd.” *Id.* This “include[d] protecting the surface area of Teshekpuk Lake, a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors/K-16 Deferral Areas . . . using existing statutory, management or administrative authorities, with a focus on restricting future leasing or surface development in those areas.” *Id.* The ROD required BLM to “explore creating a bi-lateral or multi-lateral conservation instrument to provide protections for the Herd and its key habitat for the duration of the Project’s impacts.” *Id.* at 31. This instrument, BLM explained, would provide local

community entities greater say over future activities impacting “an important subsistence resource.” *Id.*

71. After BLM issued the 2023 Willow ROD, it set about fulfilling its obligations under Mitigation Measure 27. BLM met with various stakeholders and, in July of 2023, issued the Teshekpuk Lake Special Area Protection Options Report.¹⁰ The Report carefully considered prior existing rights near Teshekpuk Lake, co-stewardship opportunities, and community outreach. *See id.* at 6-8. And while the Report evaluated several legal instruments that could in theory satisfy Mitigation Measure 27—such as a memorandum of understanding or an easement—BLM ultimately recommended a mitigation right-of-way for several reasons, including the clear authority for such agency actions in the NPRPA. *Id.* at 4. Other options were dismissed because, for example, they expired too quickly (and were thus not “durable”) or were disproportionate to Willow’s effects (e.g., a perpetual easement). *Id.* Ultimately, the Right-of-Way was the only method of complying with the NPRPA and Mitigation Measure 27.

72. Three-quarters of the area of the Right-of-Way would be within the core calving grounds of the Teshekpuk Caribou Herd, and the entire area would be vital to the herd through their critical life phases.

¹⁰ https://eplanning.blm.gov/public_projects/?doc=2034692%2F200633090%2F20125418%2F251025398%2FTeshekpuk%20Lake%20Conservation%20Area%20Protection%20Options%20Report.pdf.



***Defendants Issue the Mitigation Right-of-Way to Comply with
the ROD and Statutory Obligations***

73. On December 17, 2024, BLM issued the Mitigation Right-of-Way to NTI. The instrument’s preamble documents the agency’s reasoning. Ex. A at 1-2.

74. The preamble cites the 2023 Willow ROD for the Willow Project, noting that project development was approved subject to the ROD’s “Mitigation Measures,” including Mitigation Measure 27. *Id.* at 1. BLM again observed that “the Willow Project is expected to impact the Herd and associated subsistence uses that cannot be fully mitigated by avoidance and minimization, and protections are desired to offset these impacts on the Herd for the life of the Willow Project.” *Id.* These protections include “protecting the area comprising Teshkepyuk Lake,

a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors and K-16 Deferral Areas.” *Id.*

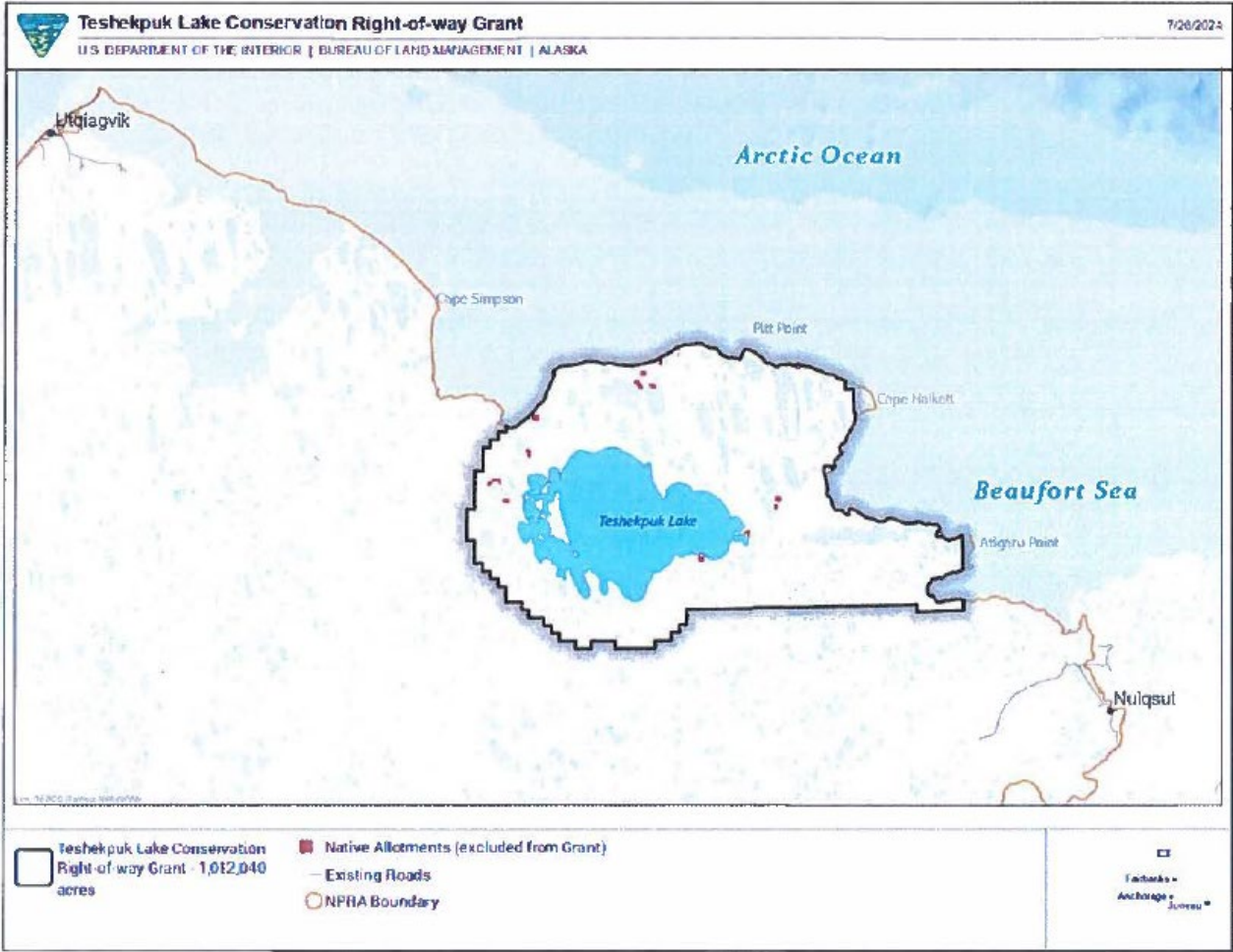
75. BLM also summarized its view of the importance of these protections. “[T]he Protected Property and the resources it supports,” the agency explained, “are used by local residents and caribou and are a very important subsistence resource for communities within the [Reserve].” *Id.* The Teshekpuk Lake Special Area “and its subset, the Teshekpuk Lake Caribou Habitat Area, are critical to calving and insect relief for the Herd.” *Id.* at 2. The area also “contains natural, scenic, and other similar resources and values, including fish and wildlife and their habitats, as well as cultural attributes and amenities that are important and valuable to local communities.” *Id.* at 1. The agency’s “objective” in issuing the Mitigation Right-of-Way was to “achieve durable, long-term protection for the Herd and for the communities who depend on it for subsistence use in order to offset the impacts on the Herd from the Willow Project.” *Id.*

76. BLM recognized that the NPRPA granted it authority to issue the Mitigation Right-of-Way, observing that “the Secretary is authorized to . . . grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under this Act” *Id.* at 2 (quoting 42 U.S.C. § 6502). BLM identified three statutory responsibilities carried out by the Mitigation Right-of-Way. First, the Secretary is responsible for “protection of environmental, fish and wildlife, and historical or scenic values” within the Reserve. *Id.* (quoting 42 U.S.C. § 6503(b)). Second, the NPRPA requires the Secretary to ensure that “any exploration within the . . . Teshekpuk Lake area[] . . . containing any significant subsistence, recreational, fish and wildlife, or historical or scenic value, shall be conducted in a manner which will assure the maximum protection of such surface values.” *Id.* at 2-3 (quoting 42 U.S.C. § 6504(a)). Third, the Secretary must “include or provide for such conditions, restrictions, and prohibitions as the Secretary deems

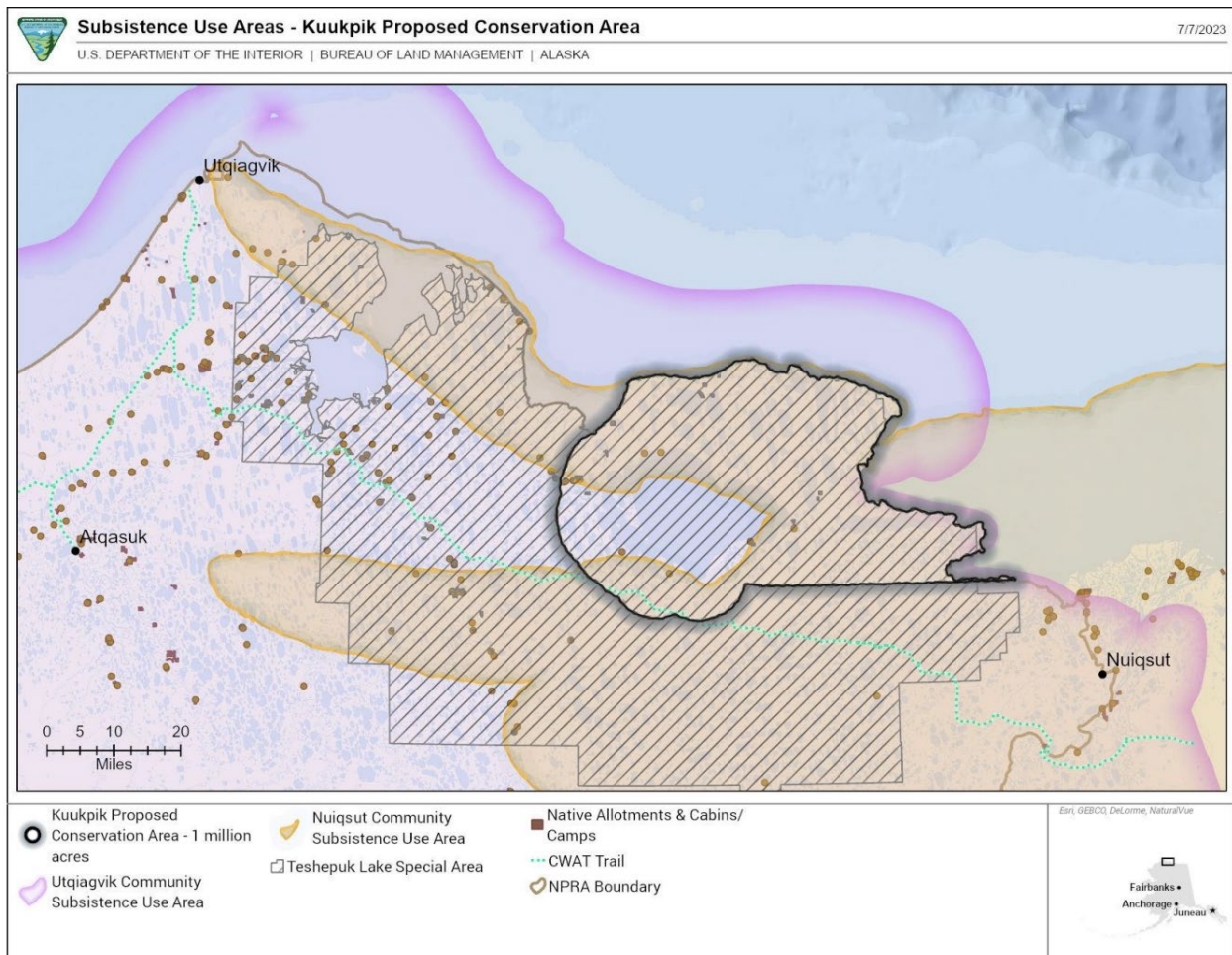
necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources of the National Petroleum Reserve in Alaska.” *Id.* at 3 (quoting 42 U.S.C. § 6506a(b)).

77. BLM then applied these responsibilities to the Willow Project, closely tailoring the Mitigation Right-of-Way to the Project itself. Thus, the Mitigation Right-of-Way “shall continue and remain in effect throughout the life of construction and operation of the Willow Project” and through “completion of post-operation reclamation activities until the date BLM determines, in accordance with a BLM-approved reclamation plan, that reclamation has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project.” *Id.*

78. The Mitigation Right-of-Way encompasses a “Protected Property” of approximately 1,012,040 acres surrounding Teshekpuk Lake, which constitutes approximately 4.3 percent of the Reserve. *Id.* at 3. In these areas, BLM chose to mitigate effects from the Willow Project by presumptively—but not absolutely—prohibiting “[i]ssuance of new oil and gas leases for lands” as well as exploration, development and extraction of oil, gas, and mineral resources. *Id.* at 6. BLM also chose to presumptively prohibit construction of new facilities and installation or relocation of utilities. *See id.*



Ex. A at 14.



Teshepuk Lake Conservation Area Options Report at 14.

79. The Mitigation Right-of-Way grants NTI the limited power to monitor and assess uses of the Protected Property, to enter and survey the area, and to “take legal and any other lawful action” to enforce the United States’s prohibitions in the area of the Right-of-Way. Ex. A at 4. The Right-of-Way does not grant NTI any right to define prohibited activities within the Protected Property. Nor does it give NTI any right to minerals or other monetizable interests in the Property. NTI may agree to waive its right to enforce the prohibition for specific “projects, activities, uses, or facilities,” but only if NTI determines “in writing” that “the benefits associated with the proposal outweigh any impacts to the Herd and that it is in the best interest of the community[.]” *Id.* The

Mitigation Right-of-Way provides NTI no right to approve or oversee any oil or gas project—that authority remains in BLM’s hands.

***Defendants Cancel the Mitigation Right-of-Way to Open the Protected
Teshkepuk Lake Area to Oil and Gas Leases***

80. On December 19, 2025, without any advance notice or opportunity to be heard, the Department of the Interior sent NTI a short letter captioned “Right of Way Cancellation.” Ex. B at 1. The agency declared the Mitigation Right-of-Way “void *ab initio*,” *id.* at 8, stating that the Department “has determined that the [Mitigation Right-of-Way] was improperly issued” and that “cancellation is appropriate” because of “serious and fundamental legal deficiencies in the [Mitigation Right-of-Way],” *id.* at 1. The agency also adopted a striking, novel view of the NPRPA, claiming that because Congress’s “primary direction to the Secretary [is] to undertake ‘an expeditious program of competitive leasing of oil and gas’ in the NPR-A,” the statute provides the Secretary only limited authority to protect surface resources and subsistence uses. *Id.* at 2-3 (quoting 42 U.S.C. § 6506a(a)).

81. Although its prior consideration of Willow—the largest oil and gas project in the NPR-A in decades—previously encompassed at least 700,000 pages and hundreds of thousands of public comments, the Department upended its prior determination in six pages of reasoning and without public input.

The Department’s Purported Non-Statutory Authority

82. The Department recognized that the NPRPA does not provide statutory authority for “cancellation of authorizations.” *Id.* at 4. BLM’s regulations governing the Reserve also do not address cancellations. *See id.* The agency instead relied on the Secretary’s purported “inherent authority, under his general managerial power over public lands, to cancel authorizations issued in violation of law.” *Id.* (citing *Boesche v. Udall*, 373 U.S. 472, 476-77 (1963)). The agency did not

further explain this authority, including, for example, whether it was limited by time or reliance interests, what constituted a “violation of law” requisite for cancellation, or which bodies were empowered to determine such a violation for purposes of the authority.

83. For its part, *Boesche* was careful to note that it held “only that the Secretary has the power to correct administrative errors of the sort involved here”—*i.e.*, the invalidity of a lease for failure to comply with the Department’s regulatory requirements for total acreage—“by cancellation of leases in proceedings timely instituted by competing applicants for the same land.” 373 U.S. at 485. If that limitation were not clear enough, the decision “sanction[ed] no broader rule that is called for by the exigencies of the general situation and the circumstances of [its] particular case[.]” and warned against the Department relying on even the limited authority described in the opinion as a “door to administrative abuses.” *Id.* at 485-86.

The Department’s “Dominant Purpose” Rationale

84. In the Cancellation Decision, the Department identified three “legal deficiencies regarding the [Mitigation Right-of-Way] that warrant cancellation” under its “inherent authority.” Ex. B at 4.

85. “First,” according to the Department, “the plain language of the NPRPA does not authorize the [Mitigation Right-of-Way].” *Id.* Notwithstanding this appeal to “plain language,” the Department justified its initial rationale on the grounds that the “primary *purpose* of the Act,” is “to support oil and gas exploration . . . while also recognizing existing Native claims to surface areas.” *Id.* (emphasis added); *see id.* at 5 (describing “oil and gas leasing” as the NPRPA’s “dominant purpose” and “primary statutory direction”). From this characterization of the Act’s purpose, the Department inferred that “the Secretary’s authority to ‘grant such rights-of-way . . . as may be necessary to carry out his responsibilities under this Act’ must be understood to authorize rights-of-way related to oil and gas activities under the Act.” *Id.* at 4-5. By the same token, the

Department concluded, the NPRPA “does not authorize a right-of-way that is specifically intended to prohibit or otherwise hinder oil and gas activities in the NPR-A.” *Id.* at 5.

86. The Department reasoned that the Mitigation Right-of-Way was intended to hinder oil and gas activities because it prohibited new leases absent NTI’s waiver of its capacity to enforce that bar. But the 2023 Willow ROD reflects just the opposite: BLM included Mitigation Measure 27 and granted the Mitigation Right-of-Way to comply with its statutory obligations under the NPRPA and correct judicially-identified deficiencies in the 2020 Willow ROD. The Right-of-Way thus facilitated the Willow Project and *furthered* oil and gas development in the Reserve.

87. The Cancellation Decision also wrongly concluded that such mitigation was beyond the purview of the Secretary because conservation and stewardship of natural resources, including subsistence resources, were not among the Secretary’s “responsibilities” for purposes of his right-of-way authority. That conclusion flatly ignores the NPRPA’s many statutory references to those responsibilities and BLM’s long, unbroken history of recognizing them as such.

88. The Cancellation Decision characterizes subsistence *uses*—the fulcrum of the Right-of-Way’s mitigation—as somehow a “non-use” that supplies an extra-textual limit to Secretary’s right-of-way authority. That characterization fundamentally misapprehends the most basic concepts of “subsistence” on Alaska’s North Slope and is incompatible with the NPRPA’s plain text. Even if Congress had not spoken so clearly, the statute’s mandate to protect subsistence uses must be “construed liberally” in favor of the Alaska Natives it is intended to benefit. *Montana v. Blackfeet Tribe of Indians*, 471 U.S. 759, 766 (1985); *see also People of Vill. of Gambell v. Clark*, 746 F.2d 572, 581 (9th Cir. 1984) (applying the canon to adopt a broad interpretation of ANILCA).

The Department's Post-Hoc Rationale

89. Although the Department justified cancellation of the Mitigation Right-of-Way by asserting that it was unlawful at the time it was issued, the agency supported that conclusion by looking to developments that post-date its decision to issue the Mitigation Right-of-Way. The Department reasoned that “in PL 119-21 [*i.e.*, the One Big Beautiful Bill Act] Congress has now explicitly directed the Department to make available for leasing the approximately 1,012,040 acres that are currently subject to the ROW.” Ex. B at 7. The Department also cited Congress’s separate disapproval of the 2022 NPR-A Integrated Activity Plan—which had governed planning for oil and gas leases in the Reserve—noting that “[t]he [preceding] 2020 IAP made most of the Teshekpuk Lake area available for oil and gas leasing.” *Id.* at 6.

90. The Department included this reasoning even though its purported authority to cancel the Mitigation Right-of-Way depends on its unlawfulness *at the time of issuance*. Furthermore, the One Big Beautiful Bill Act made no mention of the Teshekpuk Lake area, much less any “explicit[]” direction regarding the Mitigation Right-of-Way. The law provided the Secretary no authority to cancel rights-of-way, did not explicitly or impliedly revoke any such agency actions, and did not purport to have any retroactive effect.

The Department's Sub-Delegation Rationale

91. The Department purported to identify a third flaw in the decision to issue the Mitigation Right-of-Way: that “the sub-delegation doctrine bars the [Mitigation Right-of-Way]’s sharing of the BLM’s land management duties with the NTI.” *Id.* at 7. The Department asserted that “[t]he doctrine bars a Federal agency from sub-delegating its authority wholesale to an entity outside the agency without congressional authorization,” and that neither the NPRPA nor BLM’s implementing regulations authorize sub-delegation. *Id.*

92. The Department provided this justification even though *BLM* decided precisely which activities to prohibit within the Mitigation Right-of-Way and simply provided NTI the right to enforce certain rights related to those prohibitions. The Mitigation Right-of-Way granted NTI no authority whatsoever over approval and oversight of oil and gas activities, nor the authority to amend or countermand the land management decisions made *by BLM* in the Right-of-Way. *BLM* even restricted NTI's ability to waive its rights, providing that waiver is only appropriate when "the benefits associated with the proposal outweigh any impacts to the Herd and that it is in the best interest of the community for the project, activity, use, or facility to go forward." Ex. A at 4.

The Department's Disregard of Reliance Interests

93. *BLM* had spent years working with local communities to develop mitigation measures that would minimize impacts on subsistence uses. The Department batted these interests away in two short paragraphs. First, the agency asserted that it "has considered the disruptive consequences of cancellation and finds those consequences to be minimal." Ex. B at 9. Because the Mitigation Right-of-Way was recently issued and NTI did not pay for it, the Department reasoned, "NTI has limited reliance interests that could possibly be affected by cancellation." *Id.*

94. The Department made no effort to address the concerns of communities that rely on the Teshekpuk Caribou Herd—and, in turn, the Teshekpuk Lake area—for their lives and livelihoods. Those communities spent years pressing their interests before *BLM*, attending meetings, sending letters, and submitting scores of comments emphasizing the importance of the Teshekpuk Caribou Herd and mitigation measures to their way of life. Instead, the agency commented that "not cancelling the [Mitigation Right-of-Way] could frustrate various planned and anticipated oil and gas development activities in the area" and that "[e]xpeditious cancellation is

necessary to ensure these activities can proceed without delay.” *Id.* The Department did not identify or further explain these activities.

95. The Department failed to consider—in either the Cancellation Decision or the process of creating the broader, post-cancellation 2025 IAP—new data measuring the effects of oil and gas development on subsistence uses. *See, e.g.,* Nuiqsut Caribou Subsistence Monitoring Project: 2023 (Year 16) Report (Aug. 15, 2025).¹¹ In the IAP process, BLM instead relied on stale data from 2022.

96. The Department also ignored parties’ reliance on the finality of the 2023 Willow ROD and its mitigation measures when approving Willow. BLM committed in that decision—after years of input from the community, notice-and-comment, and litigation—to protecting the most important habitat for the Teshekpuk Caribou Herd. *See Sovereign Iñupiat for a Living Arctic*, 701 F. Supp. 3d at 896; *Ctr. for Biological Diversity*, 141 F.4th at 1002. The Department made no attempt to grapple with the implications of its retreat from Mitigation Measure 27, which reflected those extensive efforts. Instead, the Department punted on the issue in its entirety, claiming with no support or elaboration that “BLM will ensure that the issues addressed in MM27 are appropriately addressed going forward.” Ex. B at 9.

97. The Department concluded by stating that the Cancellation Decision represented the “final decision of the Department” and that it “is not subject to appeal.” *Id.*

¹¹ <https://catalog.northslopescience.org/id/dataset/2397/resource/262d5afe-b8ac-4401-85b5-fc8755b4a3b7>.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

**Violation of the Administrative Procedure Act—Contrary to Law
(All Defendants)**

98. Plaintiff realleges and incorporates by reference all prior and subsequent paragraphs.

99. A reviewing court must “hold unlawful and set aside agency action, findings, and conclusions found to be . . . not in accordance with law.” 5 U.S.C. § 706(2)(A).

100. In managing the NPR-A, the Secretary must mitigate adverse effects on surface resources, *see* 42 U.S.C. § 6506a(b), “protect[] environmental, fish and wildlife, and historical or scenic values,” *id.* § 6503(b), and provide “maximum protection” to subsistence resources in the Teshekpuk Lake area, *id.* § 6504. Those mitigation and protection efforts fall within the Secretary’s “responsibilities,” and the Secretary may issue a right-of-way that “may” be necessary to carry them out.

101. BLM’s conclusion that the Secretary lacks the statutory authority to issue a right-of-way to carry out his duties is not in accordance with law.

102. BLM’s conclusion that Congress directed the Department of the Interior to make the Protected Property available for lease is not in accordance with law.

103. BLM’s conclusion that the Mitigation Right-of-Way represents a sub-delegation of the Secretary’s authority is not in accordance with law.

104. BLM’s conclusion that it is “obligated to include the area covered by the Mitigation Right-of-Way within those areas available for potential leasing” is not in accordance with law.

105. The cancellation is final agency action reviewable under 5 U.S.C. §§ 702 and 706.

106. Defendants’ actions, findings, and conclusions are contrary to law, and the Court must hold their actions unlawful and set them aside.

SECOND CLAIM FOR RELIEF

**Violation of the Administrative Procedure Act—In Excess of Statutory Authority
(All Defendants)**

107. Plaintiff realleges and incorporates by reference all prior and subsequent paragraphs.

108. A reviewing court must “hold unlawful and set aside agency action” that is “in excess of statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(C).

109. Defendants lack authority to cancel the Mitigation Right-of-Way through administrative action.

110. Absent statutory authority, the Secretary may not unilaterally cancel a right-of-way.

111. Defendants’ actions are in excess of statutory jurisdiction, authority, or limitations, or short of statutory right, and this Court must hold their actions unlawful and set them aside.

THIRD CLAIM FOR RELIEF

**Violation of the Administrative Procedure Act—Arbitrary and Capricious
(All Defendants)**

112. Plaintiff realleges and incorporates by reference all prior and subsequent paragraphs.

113. A court must “hold unlawful and set aside agency action” that is “arbitrary [or] capricious.” 5 U.S.C. § 706(2)(A).

114. After years of study and public comment, BLM committed itself to “develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou

Herd to fully offset impacts of [the Willow Project] on that Herd, to include protecting the surface area of Teshekpuk Lake, a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors/K-16 Deferral Areas . . . with a focus on restricting future leasing or surface development in those areas.” 2023 Willow ROD at 30.

115. The Cancellation Decision’s sudden rejection of those commitments is fundamentally arbitrary and capricious.

116. Defendants have also failed to adequately justify their actions; have premised their decision on a misreading of their statutory authority; have failed to consider key aspects of the problem, reasonable alternatives, and the substantial reliance interests at stake; have relied on factors Congress did not authorize them to consider; and have failed to acknowledge or justify their change of position, among other errors.

117. Defendants’ actions are arbitrary and capricious, and this Court must hold their actions unlawful and set them aside.

FOURTH CLAIM FOR RELIEF

Violation of the Administrative Procedure Act—Without Observance of Procedure Required by Law (All Defendants)

118. Plaintiff realleges and incorporates by reference all prior and subsequent paragraphs.

119. A court must “set aside agency action, findings, and conclusions” that are “without observance of procedure required by law.” 5 U.S.C. § 706(2)(D).

120. “NEPA imposes ‘a set of action-forcing procedures’ requiring federal agencies to take a ‘hard look’ at any potential environmental consequences associated with their ‘proposals and actions’ and to broadly disseminate relevant environmental information.” *Gov’t of Province*

of *Manitoba v. Zinke*, 849 F.3d 1111, 1115 (D.C. Cir. 2017). NEPA requires a federal agency to conduct an environmental analysis for “actions significantly affecting the quality of the human environment.” 42 U.S.C. § 4332(C).

121. The Cancellation Decision neither includes nor relies upon any analysis that might comply with the requirements of NEPA as codified at 42 U.S.C. § 4332(C). NEPA analysis prepared in advance of the 2023 Willow ROD does not consider the effects of the ROD or subsequent actions in the absence of Mitigation Measure 27.

122. Defendants failed to observe procedure required by law, including NEPA and ANILCA, among other procedures, and the Court must hold their actions unlawful and set them aside.

FIFTH CLAIM FOR RELIEF

Procedural Due Process (Fifth Amendment) (All Defendants)

123. Plaintiff realleges and incorporates by reference all prior and subsequent paragraphs.

124. “There are three basic elements to a procedural due process claim: there must be (1) a deprivation; (2) of life, liberty, or property; (3) without due process of law.” *Lightfoot v. District of Columbia*, 273 F.R.D. 314, 319-20 (D.D.C. 2011). “The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner.” *Id.* (internal quotation marks omitted) (quoting *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976)).

125. By its own terms, the Mitigation Right-of-Way does not expire until “reclamation of the Willow Project has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely affected by the Willow

Project.” Ex. A at 10. The Mitigation Right-of-Way may also “be terminated upon mutual written agreement of both Parties.” *Id.*

126. NTI has a property interest in the Mitigation Right-of-Way.

127. BLM deprived NTI of the Mitigation Right-of-Way without due process. Plaintiff is entitled to injunctive and declaratory relief to remedy this unconstitutional deprivation.

PRAYER FOR RELIEF

NOW, THEREFORE, Plaintiff requests judgment in its favor against Defendants as follows:

1. Declare that the Department of the Interior’s December 19, 2025, letter captioned “Right of Way Cancellation” is unconstitutional and unlawful;
2. Vacate and set aside the Department of the Interior’s December 19, 2025, letter captioned “Right of Way Cancellation”;
3. Award Plaintiff reasonable attorneys’ fees and costs; and
4. Grant such other and further relief as the Court may deem just and proper.

Dated: January 28, 2026

Respectfully submitted,

Patrick W. Munson (*pro hac vice pending*)
Kody P. George (*pro hac vice pending*)
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/s/ Travis Annatoyn
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Counsel for Plaintiff Nuiqsut Trilateral, Inc.

EXHIBIT A

Teshkepuk Lake Conservation Right-of-Way

This Conservation Right-of-Way Grant (“Grant”), is made and conveyed this 17th day of December, 2024, between the **UNITED STATES OF AMERICA**, and its assigns, (“Grantor” or “United States”) and Nuiqsut Trilateral, Inc., a nonprofit organization organized under the laws of the State of Alaska, and its successors, heirs, and assigns (“Grantee”). The United States and Grantee are jointly referred to as the “Parties.” The administering agency of the United States is the Bureau of Land Management (“BLM”) of the United States Department of the Interior. The Conservation Right-of-Way Grant number is AKAK106392216.

WHEREAS, in March 2023, the Department of the Interior issued a Record of Decision (“ROD”) for the Willow Master Development Plan Project (“Willow Project”), approving the development of project Alternative E as described in the Final Supplemental Environmental Impact Statement (“EIS”), as modified to include only drill sites BT1, BT2 and BT3 and associated infrastructure, and the development and use of Module Delivery Option 3 (Colville River Crossing), subject to the terms and conditions described in Appendix A, Mitigation Measures, of the ROD;

WHEREAS, included in ROD Appendix A, Mitigation Measures, is Mitigation Measure 27, which provides, “BLM will develop compensatory mitigation that provides durable, long-term protection for the Teshkepuk Caribou Herd [(“Herd”)] to fully offset impacts of the [Willow Project] on that Herd;”

WHEREAS, the Willow Project is expected to have impacts to the Herd and associated subsistence uses that cannot be fully mitigated by avoidance and minimization, and protections are desired to offset these impacts on the Herd for the life of the Willow Project;

WHEREAS, such desired protections include protecting the area comprising Teshkepuk Lake, a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors and K-16 Deferral Areas (as defined under Alternative E in the 2020 National Petroleum Reserve in Alaska Integrated Activity Plan Final Environmental Impact Statement; see Map 2-10 thereof), (collectively the “Protected Property”);

WHEREAS, the Protected Property contains natural, scenic, and other similar resources and values, including fish and wildlife and their habitats, as well as cultural attributes and amenities that are important and valuable to local communities;

WHEREAS, the Protected Property and the resources it supports are used by local residents and caribou and are a very important subsistence resource for communities within the NPR-A;

WHEREAS, the objective of this Grant is to achieve durable, long-term protection for the Herd and for the communities who depend on it for subsistence use in order to offset the impacts on the Herd from the Willow Project;

WHEREAS, the Teshkepuk Lake region is statutorily designated as a special area that requires maximum protection of its significant subsistence, wildlife and other values pursuant to Section

104(a) of the Naval Petroleum Reserves Production Act of 1976 (“NPRPA”), 42 U.S.C. § 6504(a), and the Protected Property is located within the Teshekpuk Lake Special Area (“TLSA”), which the Secretary of the Interior (“Secretary”) designated in 1977, pursuant to the NPRPA, and expanded in 2013;

WHEREAS, the Protected Property includes approximately 1,012,040 acres within the 3.65-million acre TLSA;

WHEREAS, approximately 7,000 acres of the Protected Property are open to oil and gas leasing under the April 2022 National Petroleum Reserve in Alaska Integrated Activity Plan Record of Decision (“IAP ROD”), with the remaining acreage closed to oil and gas leasing;

WHEREAS, approximately 115,000 acres of the Protected Property are open to new oil and gas infrastructure under the 2022 IAP ROD, with the remaining acreage closed to new oil and gas infrastructure;

WHEREAS, the Parties desire to establish more durable protections for the Herd than are currently provided in the IAP, as called for in Mitigation Measure 27;

WHEREAS, the TLSA and its subset, the Teshekpuk Lake Caribou Habitat Area, are critical to calving and insect relief for the Herd;

NOW THEREFORE, pursuant to Section 102 of the NPRPA, 42 U.S.C. § 6502, the United States does hereby grant and convey to Grantee this Conservation Right-of-Way Grant over the Protected Property to the extent hereinafter set forth.

I. Purposes and Authority

A. Purpose. To offset the impacts on the Herd from the Willow Project by providing durable and long-term protection for the Herd by prohibiting certain activities and facilities within the Protected Property for the benefit of the Herd and the Herd’s most important habitat.

B. Authority.

i. The authority for this Grant is Section 102 of the NPRPA, 42 U.S.C. § 6502, which provides in relevant part: “Subject to valid existing rights, all lands within the exterior boundaries of such reserve are hereby reserved and withdrawn from all forms of entry and disposition under the public land laws, including the mining and mineral leasing laws, and all other Acts; but the Secretary is authorized to ... (2) ... grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under this Act”

ii. The Secretary of the Interior (“Secretary”) has responsibilities for the “protection of environmental, fish and wildlife, and historical or scenic values” under Section 103(b) of the NPRPA, 42 U.S.C. § 6503(b), and to ensure that “any exploration within the ... Teshekpuk Lake area[] . . . containing any significant subsistence, recreational, fish and wildlife, or historical or

scenic value, shall be conducted in a manner which will assure the maximum protection of such surface values” under Section 104(a) of the NPRPA, 42 U.S.C. § 6504(a).

iii. Additionally, under Section 107(b) of the NPRPA, 42 U.S.C. § 6506a(b), the Secretary is required to “include or provide for such conditions, restrictions, and prohibitions as the Secretary deems necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources of the National Petroleum Reserve in Alaska.”

iv. Mitigation Measure 27 of the ROD carries out the Secretary’s aforementioned responsibilities under the NPRPA, and directs BLM to “develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd to fully offset impacts of the [Willow Project] on that Herd” and as a means of doing so to consider creation of a “bi-lateral or multi-lateral conservation instrument to provide protections for the Herd and its key habitat for the duration of the Project’s impacts.”

II. Duration of Grant and Rent

A. Term of Grant. The term of the Grant shall commence on the date this instrument is signed by both Parties and shall continue and remain in effect throughout the life of construction and operation of the Willow Project and completion of post-operation reclamation activities until the date BLM determines, in accordance with a BLM-approved reclamation plan, that reclamation has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project.

See Section X for termination terms.

B. Rent. There is no rent associated with this Grant.

III. Location and Boundary of Grant

A. Grant Boundary. See Exhibits A and B for legal description of the Protected Property and associated map, which encompasses approximately 1,012,040 acres. If there is any inconsistency between the legal description and associated map in Exhibits A and B, the legal description shall prevail.

B. Exclusions from Grant. This Grant shall not apply to any non-Federal, privately-owned lands within the boundary of the Protected Property, specifically including, but not limited to, Native allotments and lands owned by Kuukpik Corporation or Arctic Slope Regional Corporation. This Grant shall be in no way affect the rights and interests of such private property owners and Native allottees. Similarly, this Grant shall not affect, change, or limit any existing rights or traditional use of subsistence camps or cabins, whether on private land or public land within the Protected Property.

IV. Rights Conveyed to Grantee

A. Enforce Restrictions. The United States does hereby convey to Grantee the following rights and interests in the Protected Property: The right to take legal and any other lawful action to prevent any activity on or use of the Protected Property that is prohibited by or inconsistent with the purpose of this Grant and, in the event the Protected Property is damaged by any such activity or use, to require the restoration of such areas or features of the Protected Property at the sole cost and expense of those responsible for the damage. This includes the right to seek to enjoin any such activity or seek other appropriate relief under the Tucker Act (28 U.S.C. § 1346(a)) or other applicable statute(s) in proceedings before the United States, including before the BLM or Department of the Interior, or in a court of competent jurisdiction.

B. Monitor and Provide Input on Uses of Protected Property. To monitor and assess use of the Protected Property by the United States, the public, or other third parties, the United States shall provide the Grantee such information on the commercial and non-commercial uses and proposed uses of the Protected Property as is necessary for the Grantee to exercise its rights under this Grant. The United States' duty to provide Grantee such information shall preclude the United States from issuing a decision on a proposed use prior to it notifying the Grantee of the proposed use pursuant to Section IX(N) and allowing Grantee not less than thirty (30) calendar days to provide input to the United States on the proposed use's compliance with this Grant. The United States shall consider the input of the Grantee unless Grantee unreasonably delays said input. Parties may jointly agree in writing to provide Grantee additional time to review the proposed use and provide input if the circumstances so warrant. A request for an extension of time shall not be unreasonably denied. If Grantee does not provide a response or request additional time to review within the provided review period, the United States may proceed with issuing a decision on the proposed use after evaluating the proposed use's consistency with this Grant on its own merits. Grantee's failure to respond or to request additional time shall not be construed as a consent to the proposed use or a waiver of any provision of this Grant, including but not limited to Grantee's enforcement rights under this Section IV and Section VIII.

C. Waiver of Right of Enforcement. Grantee may waive its right to enforce the prohibition of uses of the Protected Property for specific projects, activities, uses, or facilities. For Grantee to waive its right to enforce a prohibition for a specific project, activity, use, or facility, Grantee must first make a determination in writing that the benefits associated with the proposal outweigh any impacts to the Herd and that it is in the best interest of the community for the project, activity, use, or facility to go forward. Such a determination shall be signed by Grantee's authorized representative and provided in writing to the United States.

D. Entry and Inspection. The Grantee and its respective employees and agents have the right to enter the Protected Property at reasonable times for the purpose of inspecting the Protected Property. This right of inspection does not include access to the interior of buildings and structures that are not open to the public.

E. Surveys and Photographs. The Grantee shall have the right to make surveys and plats, take photographs and prepare such other documents as may be necessary or desirable to administer the provisions of this Grant. Copies of any such surveys, plats, photographs and documents

pertaining to the Protected Property will be made available to the United States upon request. Any such map, plat, or other suitable document may be recorded at the discretion of the Grantee in the Alaska Department of Natural Resources' land records for the recording district of Barrow.

V. Obligations of Grantee

A. Compliance with Existing Laws and Regulations. The Grantee agrees to observe all applicable Federal, State, and local laws, regulations, and standards in carrying out activities under this Grant.

B. Avoidance of Damage. The Grantee shall diligently attempt to perform all activities in a manner so as to ensure protection of the environment, to avoid damage to scenic, cultural and aesthetic values and fish and wildlife habitat, and to ensure the health and safety of the public. Such responsibility shall not be construed as an affirmative duty to take action to protect the public.

C. Limited Use of Property. The Grantee shall not use the Protected Property for any purposes other than those specified in this Grant or authorized by other relevant law or regulation.

D. No Posting of Signs. The Grantee shall not post any notices or signs, or use any other means, that depict or suggest that the public lands within the Protected Property area are privately owned.

E. Protection of Cultural Resources. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the Grantee, or any person working on their behalf, during the course of activities on Federal land within the Protected Property shall be immediately reported to BLM by telephone, followed by written confirmation. The Grantee shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by BLM. For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. Any decision on treatment and/or mitigation will be made by BLM after consulting with the Grantee. Operations may resume only upon written authorization to proceed from BLM. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, the Grantee must stop activities in the immediate vicinity of the discovery and take reasonable measures to protect it from activities for thirty (30) days or until notified to proceed by BLM. Any decision on treatment and/or mitigation will be made by BLM after consulting with the Grantee.

VI. Prohibited Activities

A. Prohibited Activities. Subject to valid existing rights, including, but not limited to, valid oil and gas leases, easements, right-of-way grants, and reservations of the United States and third parties existing as of the date this Grant is executed, the following activities are prohibited within

the Protected Property, unless waived by Grantee under the terms of this Grant on a proposal-specific basis:

i. Oil and Gas Leasing. Issuance of new oil and gas leases for lands within the Protected Property is prohibited.

ii. Surface and Subsurface Exploration and Development. The surface or subsurface exploration, development, mining, or extraction of oil, gas, or other mineral resources, or sand or gravel in pursuit of oil, gas or other mineral resources, from the surface or subsurface of the Protected Property, as well as the transportation of oil or gas over or across the Protected Property through any means, including pipelines, and the construction of roads to support any of these uses, is prohibited.

iii. New Construction. Construction of new facilities in support of oil or gas exploration, development, or production, including but not limited to gravel pads, buildings, or other structures, is prohibited.

iv. Utilities. The new installation or relocation of public or private utilities in support of oil or gas exploration, development, or production, including electric, telephone, or other communications services over the Protected Property, is prohibited. Existing utilities on the Protected Property may be maintained, repaired, removed, or replaced at their current location as they existed as of the date of this Grant.

v. Dual Purpose Facilities. Dual Purpose Facilities (*i.e.*, facilities used for both community purposes and for oil and gas activities) may be prohibited if, after consulting, Grantor and Grantee make a written determination that the use will primarily be to support oil and gas activities or if the facility's benefit to local communities does not outweigh the impact on the Herd or its habitat.

B. All Other Rights Reserved. Except to the extent that prior approval of Grantee is required by any paragraph of this Grant, all rights reserved by the United States or not prohibited by this Grant are considered to be consistent with the terms of this Grant and require no prior notification or approval by Grantee but may still be subject to other regulations and permit requirements.

C. Third Party Activities. The United States may not authorize or allow a third party to use the Protected Property in a manner inconsistent with the terms of this Grant. Therefore, no right to use the Protected Property, whether in the form of a permit, right-of-way, easement, surface lease, oil, gas or mineral lease or other right or interest in, on or through the Protected Property, may be conveyed or permitted to be established in, on or through the Protected Property, unless the right or interest is consistent with the terms of this Grant or pursuant to a written waiver of prohibition under Section IV(C). These prohibitions do not apply to a right to use the Protected Property that was in existence prior to this Grant, including renewals thereof where no additional rights are conveyed beyond those granted by the original authorization. Notwithstanding the foregoing, third party rights to use the Protected Property may be granted in connection with uses

or facilities that are not prohibited by the terms herein (such as the granting of a utility easement to benefit a permitted residence).

D. Emergency Response. Nothing in this Grant shall prevent the temporary use of the Protected Property by the United States and third parties as necessary to facilitate a short term response to a local disaster or emergency declared by the President, a tribal government (with consent of the Grantee), or the Governor of Alaska, or which is otherwise necessary to respond to other immediate threats to life or property within or in immediate proximity to the Protected Property. To invoke this provision, such disaster, emergency, or immediate threat to life or property must be occurring within the Protected Property or immediate vicinity thereof. If such emergency use occurs, the United States shall notify Grantee as soon as possible, but no later than seven (7) days after the commencement of the activity, of the circumstances of the use and provide Grantee the opportunity to provide input. Such use shall cease as soon as the disaster, emergency, or immediate threat to life or property concludes or arrangements can be made to respond to it from outside the Protected Property, whichever is sooner.

VII. Reservations by the United States

A. Reservation. The United States reserves all rights not specifically granted to the Grantee.

B. Permitted Uses. The United States reserves the right to use the public lands or to authorize the use of the public lands within the Protected Property by the general public in any way compatible or consistent with this Grant, subject to the consultation provision contained in Section IV(B). The Grantee agrees and consents to the occupancy and use by the United States, its holders, permittees, or lessees of any part of the Protected Property in any way compatible or not inconsistent with this Grant. Neither Party intends for this Grant to limit, reduce, or otherwise negatively effect local resident's customary, traditional, and permissible use of the Protected Area consistent with applicable Federal laws and regulations.

C. Access. Officers, agents, employees, licensees, and permittees of the United States shall have the right, at all proper times and places, freely to have ingress to, passage over, and egress from the Protected Property, for the purpose of exercising, enforcing, and protecting the rights described in the terms of this Grant or for the purpose of operating and maintaining any Federal projects, actions, or activities thereon.

VIII. Enforcement

A. Notice of Noncompliance. In the event either Party becomes aware of an event or circumstance of noncompliance with the terms of this Grant, that party shall give notice to the other Party, their successors or assigns, at their address as specified in Section IX(N), of such event or circumstance of noncompliance. Unless otherwise agreed upon, the noncompliant Party shall cure the defect by immediately stopping the event or circumstance causing noncompliance and shall restore the Protected Property to its previous condition. The noncompliant Party's cure period expires thirty (30) days after the receipt of the notice of noncompliance, subject to a mutually agreed-upon extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

i. The noncompliant Party ceases the activity constituting the violation promptly upon receipt of the notice;

ii. Both Parties agree, within the initial thirty (30) day period, upon the measures that the noncompliant Party will take to cure the violation;

iii. The noncompliant Party commences to cure within the initial thirty (30) day period. "Commences to cure" occurs by either physically commencing the activities necessary to cure the noncompliance or by both Parties agreeing in writing to a plan to cure. Physical implementation of such a plan shall occur as soon as practicable; and

iv. The noncompliant Party continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

B. Remedies. If the event or circumstance of noncompliance is not corrected within the cure period, the Party making such notification is entitled to institute suits or other appropriate legal action to enjoin any breach or enforce any covenant in this Grant and require that the Protected Property be restored promptly by the violating party to substantially the same condition that existed prior to the event or circumstance of noncompliance.

C. No Limitation on Other Remedies. Nothing in this Section shall limit any other legal rights or remedies available to the Parties.

D. No Waiver. No failure on the part of either Party to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of said Party to enforce the same in the event of a subsequent breach or default.

IX. General Terms

A. Interpretation. This instrument shall be construed so as to affect the purpose for which it was granted to the Grantee. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this Grant.

B. Valid Existing Rights. This Grant is subject to valid existing easements, rights, and reservations of the United States and third parties in existence as of the date of this Grant.

C. Governing Law. This Grant shall be governed by and interpreted under applicable provisions of Federal and State law.

D. Limitation on Liability. Nothing contained in this Grant shall be construed to entitle the Grantee to bring any action against the United States for any injury to or change in the Protected Property resulting from causes beyond the United States's control, including, without limitation, natural caused fire, flood, storm, and earth movement, or from any injury to or change in the Protected Property resulting from a third party's intentional or negligent act or prudent action taken by the United States under emergency conditions to prevent, abate or mitigate significant

threat to public health or safety or injury to the Protected Property resulting from such causes. Nothing contained in this Grant shall be construed to limit the obligation of third parties for injury or damage to the Protected Property under applicable Federal or State laws.

E. Disclaimer for Limitation on Liability. The United States is not relieved from liability by this Grant for injuries occurring on, and resulting from, the condition of the Protected Property for which it would otherwise ordinarily be liable. The Grantee shall be responsible for losses, damages, or liabilities arising out of any act or omission of its employees or its agents to the extent each otherwise would be responsible for such losses, damages, or liabilities under applicable Federal or State law.

F. Inspection Not Required. This Grant imposes no duty on the United States or the Grantee, either before or during the Grant term, to inspect the Protected Property or to warn of hazards and, if the United States or the Grantee inspects the Protected Property, neither Party will incur any additional duty nor any liability for hazards not identified or discovered through such inspections.

G. Public Access. This Grant does not affect the public's existing rights to enter and use the Protected Property for permitted purposes. The Parties intend and agree that the public will be permitted access to and use of the Protected Property as permitted by BLM regulations regarding public access within the NPR-A, subject to the limitations herein. All permitted public access to or use of the Protected Property shall be in compliance with the terms of this Grant.

H. No Third-Party Beneficiary. The Parties agree that this Grant is not intended, and shall not be construed, to create any third-party beneficiary hereof and that nothing in this Grant shall be construed as creating any rights of enforcement by any other person or entity that is not a party to this Grant.

I. Transfer. The United States agrees to incorporate the terms of this Grant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitations, a leasehold interest. The Grantee may transfer, assign, or delegate any of its rights or responsibilities under this Grant to a third party, but only if the third party is required to and agrees to be bound by and to carry out the purpose of this Grant. The Parties agree that the terms, conditions, and restrictions of this Grant shall run with the land and shall be binding upon the Parties, their successors and assigns until the Grant is terminated as provided in Section X.

J. Effect of Federal Law. In the event that any applicable Federal law imposes affirmative obligations on the United States which, if complied with by the United States, would be a violation of a term of this Grant, the United States shall: (i) if said law requires a specific act without any discretion on the part of the United States, comply with said law and give Grantee written notice of the United States's compliance as soon as reasonably possible, but in no event more than thirty (30) days prior to the time the United States intends to begin to comply; or (ii) if said law leaves to the United States's discretion how to comply with said law, use the method most protective of the conservation values of the Protected Property.

K. Amendment and Waivers. Parties may agree at any time to amend or waive a term of this Grant. No amendment or waiver of this Grant is valid or effective unless it is in writing and signed by both Parties.

L. Duty to Negotiate. If any material provision of this Grant or any application thereof shall be deemed invalid or unenforceable, then the Parties will negotiate in good faith such reasonable modifications of this Grant as are necessary to protect the duties, rights, and interests of the Parties under this Grant and to carry out the intent of this Grant.

M. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant. If any term is found to be invalid, the remainder of the terms of this Grant, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

N. Notices. Any notice, demand, request, consent, approval, or other communication required to be given by a Party hereto pursuant to any term hereof shall be sent by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as a Party may establish in writing on notification to all other Parties hereto.

i. If to the United States: BLM Alaska State Director, 222 W. 7th Avenue #13, Anchorage, AK 99513; and

ii. If to the Grantee: Nuiqsut Trilateral, Inc., P.O. Box 891878, Nuiqsut, AK 99789, with a courtesy copy to Patrick Munson, Munson, Cacciola & Severin, LLP, 1029 West 3rd Ave, Ste 402, Anchorage, AK 99501.

O. Originals. This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

P. Supervision and Funding. Each Party is responsible for supervision, management, and funding of its personnel. Nothing in this Grant shall be construed as requiring the obligation or expenditure of Federal funds in advance of Congressional appropriation.

X. Termination

A. Termination by Determination. This Grant shall terminate on the date BLM issues a determination, in accordance with a BLM-approved reclamation plan, that reclamation of the Willow Project has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project. Prior to issuing such a determination, BLM shall consult with Grantee to obtain its views on the adequacy of the reclamation work, and shall share any pertinent reclamation-related reports or other information with Grantee.


B. Termination by Agreement. This Grant may also be terminated upon mutual written agreement of both Parties.

Exhibits

Exhibit A – Legal Description of Protected Property

Exhibit B – Map of Protected Property

Signature



 Authorized Representative of
 Nuiqsut Trilateral, Inc.

Eileen Kaigalak
 Printed Name

City of Nuiqsut
 Title

12/17/24
 Date




 Authorized Representative of
 Nuiqsut Trilateral, Inc.

Roxanna Oyagak
 Printed Name

Secretary
 Title

12/17/24
 Date



 BLM Authorized Officer

Steven Cohn
 Printed Name

Alaska State Director
 Title

12/17/24
 Date

**Exhibit A – Legal Description of Protected Property
(All Umiat Meridian)**

| Township | Range | BLM Managed Land Sections |
|-----------------|--------------|--|
| 18 North | 8 West | 25-27, 34-36 |
| 18 North | 7 West | 20-22, 25-36 |
| 18 North | 6 West | 13, 22-36 (excluding Native Allotments in sections 23, 24, 25, 26, 33, and 34) |
| 18 North | 5 West | 8-11, 13-36 |
| 18 North | 4 West | 14-15, 18-36 |
| 18 North | 3 West | 25-36 (excluding Native Allotment in sections 26 and 35) |
| 18 North | 2 West | 31-33 |
| 17 North | 9 West | 36 |
| 17 North | 8 West | 1-3, 9-16, 20-36 (excluding Native Allotments in sections 29 and 32) |
| 17 North | 7 West | 1-36 |
| 17 North | 6 West | 1-36 (excluding Native Allotments in sections 2-5, 9-11) |
| 17 North | 5 West | 1-36 |
| 17 North | 4 West | 1-36 |
| 17 North | 3 West | 1-36 |
| 17 North | 2 West | 3-10, 14-23, 26-36 |
| 16 North | 9 West | 1-3, 9-17, 19-36 (excluding Native Allotments in sections 24-25) |
| 16 North | 8 West | 1-36 |
| 16 North | 7 West | 1-36 |
| 16 North | 6 West | 1-36 |
| 16 North | 5 West | 1-36 |
| 16 North | 4 West | 1-36 |
| 16 North | 3 West | 1-36 |
| 16 North | 2 West | 1-11, 14-22, 27-33 |
| 15 North | 10 West | 1, 12, 13, 24, 25, 35, 36 |
| 15 North | 9 West | 1-36 (excluding Native Allotments in sections 7-9, 21, 22, 27, 28) |
| 15 North | 8 West | 1-36 |
| 15 North | 7 West | 1-36 |
| 15 North | 6 West | 1-36 |
| 15 North | 5 West | 1-36 |
| 15 North | 4 West | 1-36 |
| 15 North | 3 West | 1-36 (excluding Native Allotments in sections 19, 20, 29-32) |
| 15 North | 2 West | 4-8, 17-20, 28-36 |

| | | |
|----------|---------|--|
| 14 North | 10 West | 1, 2, 11-14, 24, 25, 36 |
| 14 North | 9 West | 1-36 |
| 14 North | 8 West | 1-36 |
| 14 North | 7 West | 1-36 |
| 14 North | 6 West | 1-36 |
| 14 North | 5 West | 1-36 (excluding Native Allotment in section 34) |
| 14 North | 4 West | 1-36 (excluding Native Allotment in section 15 and 16) |
| 14 North | 3 West | 1-36 |
| 14 North | 2 West | 1-36 |
| 14 North | 1 West | 3-36 |
| 14 North | 1 East | 7-10, 15-36 |
| 13 North | 9 West | 1-6, 8-16, 22-27, 36 |
| 13 North | 8 West | 1-36 |
| 13 North | 7 West | 1-36 |
| 13 North | 6 West | 1-36 |
| 13 North | 5 West | 1-36 |
| 13 North | 4 West | 1-36 |
| 13 North | 3 West | 1-36 |
| 13 North | 2 West | 1-36 |
| 13 North | 1 West | 1-36 |
| 13 North | 1 East | 1-20, 29-36 |
| 12 North | 9 West | 1 |
| 12 North | 8 West | 1-6, 8-16, 22-25 |
| 12 North | 7 West | 1-26, 30 |
| 12 North | 6 West | 1-23, 28-30 |
| 12 North | 5 West | 6, 7 |
| 12 North | 1 East | 1-6 |

Exhibit B – Map of Protected Property

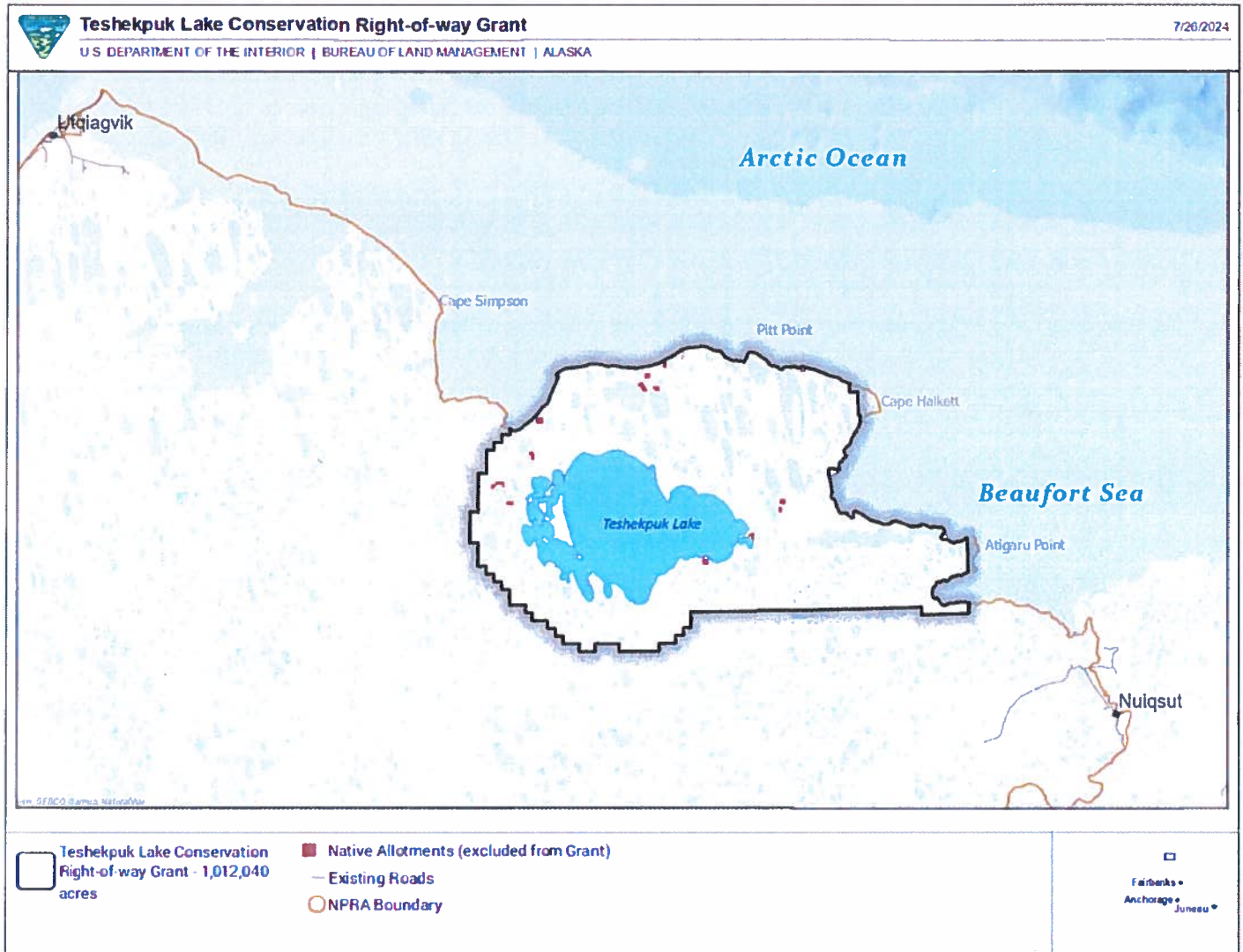


EXHIBIT B

THE DEPUTY SECRETARY OF THE INTERIOR
WASHINGTON

DEC 19 2025

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

DECISION

Nuiqsut Trilateral, Inc.
P.O. Box 89187
Nuiqsut, AK 99789Teshekpuk Lake
Conservation Right-of-Way
AKAK106392216Right of Way Cancellation

After careful review of the Teshekpuk Lake Conservation Right-of-Way (TLCROW) identified in the caption above, the Department of the Interior (Department) has determined that the TLCROW was improperly issued. In light of serious and fundamental legal deficiencies in the TLCROW, the Department has determined that cancellation is appropriate. The reasons for that determination are set forth below.

I. Background

In 1976, Congress passed the Naval Petroleum Reserves Production Act (NPRPA) that transferred administrative jurisdiction over the National Petroleum Reserve in Alaska (NPR-A) from the Secretary of the Navy to the Secretary of the Interior (Secretary).¹ The NPR-A encompasses approximately 23 million acres of public land and is the largest Federal land unit in the United States, extending across the North Slope of Alaska from the Brooks Range to the Arctic Coast.

As part of his responsibilities to administer the NPR-A, the Secretary must “conduct an expeditious program of competitive leasing of oil and gas in the [NPR-A].”² The Secretary must ensure activities conducted in the NPR-A include measures “the Secretary deems necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources of the” NPR-A.³ When Congress transferred management of the NPR-A from the Navy to the Department, it directed, through the NPRPA, that the Secretary would “assume all responsibilities” regarding “any activities related to the protection of environmental, fish and wildlife, and historical or scenic values.”⁴ And the Secretary was authorized, but not required, to promulgate regulations that he deemed “necessary and appropriate” to protect those values.⁵ Finally, the NPRPA requires the Secretary to ensure the “maximum protection” of any “significant subsistence, recreational, fish and

¹ Pub. L. 94-258, §§ 101-201 (1976) (codified at 42 USC §§ 6501-08).

² 42 USC § 6506a(a).

³ 42 USC § 6506a(b).

⁴ 42 USC § 6503(b).

⁵ *Id.*

wildlife, or historical or scenic values” within the Utukok River, the Teshekpuk Lake, and other special areas, as designated by the Secretary, to the extent consistent with the requirements of the NPRPA for the exploration and production of oil and gas resources within the NPR-A.⁶

A. Management of the NPR-A Through Integrated Activity Plans

Since 1998, the Bureau of Land Management (BLM) has used Integrated Activity Plans (IAPs) to manage the NPR-A, including conducting lease sales, issuing leases covering millions of acres, approving exploration plans, and authorizing development. The 2013 IAP made approximately 11.8 million acres of subsurface estate managed by the BLM in the NPR-A available for oil and gas leasing. The BLM adopted a new IAP in December 2020 that made approximately 18.6 million acres available for oil and gas leasing, which was an increase of almost 7 million acres from the 2013 IAP.

In the 2022 IAP, the BLM effectively replaced the 2020 IAP with the management provisions from the 2013 IAP. The BLM then approved the \$8 billion Willow Project for construction in the NPR-A in March 2023 pursuant to a Record of Decision (ROD) and Final Supplemental Environmental Statement (FSEIS), which included certain mitigation measures. The Willow FSEIS and ROD that relied on and complied with the 2022 IAP/ROD.

B. The Willow Project and Mitigation Measure 27

The Willow Project was originally analyzed in the 2020 Willow Master Development Plan Final Environmental Impact Statement (EIS) and authorized in a Record of Decision (2020 ROD) issued in October 2020. In August 2021, the Federal District Court for Alaska vacated the 2020 ROD and remanded the matter to the BLM, which prepared a Draft Supplemental EIS (SEIS) that was issued in 2022. The BLM then published a Final SEIS in the Federal Register in February 2023. In March 2023, the Department issued a Record of Decision (2023 ROD) that approved the development of the project as modified and described in the Final SEIS, subject to the terms and conditions described in Appendix A, Mitigation Measures, of that ROD.

The mitigation measures adopted in the 2023 ROD included Mitigation Measure 27 (MM27), which provided that the “BLM will develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd to fully offset impacts of the [Willow] project on that Herd.” MM27 further focused on “protecting the surface area of Teshekpuk Lake, a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors/K-16 Deferral Areas (under Alternative E in the 2020 National Petroleum Reserve in Alaska Integrated Activity Plan Final Environmental Impact Statement) using existing statutory, management, or administrative authorities, with a focus on restricting future leasing *or* surface development in those areas.” (emphasis added). Further, it directed the BLM to explore creating a bi-lateral or multi-lateral conservation instrument to meet this requirement and provide a report within 120 days.

In July 2023, the BLM submitted the required report, titled “Teshekpuk Lake Special Area Protection Options Final Report,” that outlined the initial findings and recommendations as directed by MM27. The BLM leadership at the time ultimately recommended creating a conservation right-of-way (ROW) authorization, based on a novel interpretation of the agency’s authorities. The report, however, misinterprets the NPRPA and flouts the NPRPA’s primary direction to the

⁶ 42 USC §§ 6504(a), 6506a(n)(2).

Secretary to undertake “an expeditious program of competitive leasing of oil and gas” in the NPR-A.⁷

C. Teshekpuk Lake Conservation Right-of-Way

On December 17, 2024, the BLM granted the TLCROW to Nuiqsut Trilateral, Inc. (NTI).⁸ The TLCROW generally prohibits activities related to oil and gas development such as leasing, surface and subsurface exploration and development, new construction, utilities, and dual-purpose facilities (that is, facilities used for both community purposes and for oil and gas activities). This prohibition applies to the entire approximately 1 million acres covered by the TLCROW, including Teshekpuk Lake and surrounding areas 5 to 10 miles to the south and west and extending north and east 10 to 20 or more miles to the Beaufort Sea coast.

The TLCROW term is for the life of the Willow Project, including post-operation reclamation activities, until the date the “BLM determines . . . that reclamation has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project.”⁹ The life of the Willow Project is anticipated to be approximately 30 years. The NTI did not pay any fees to obtain the TLCROW nor does it pay any rent for the TLCROW. The TLCROW was not required under MM27, covers a more expansive area than identified in MM27, and restricts future leasing *and* surface development, instead of just one or the other.

D. Recent Developments Regarding NPR-A

On January 20, 2025, the President issued Executive Order (EO) 14153, titled “Unleashing Alaska’s Extraordinary Resource Potential.” That EO, and the subsequent Secretary’s Order (SO) 3422, direct the Department to take specific actions concerning the management of the NPR-A. As a result, the BLM rescinded a 2024 rule regarding the NPR-A that created additional, requirements for the management of the Reserve that are not authorized by the NPRPA and would have unnecessarily restricted the leasing, exploration, development, and production of oil and gas resources within the NPR-A. The BLM is also issuing a new ROD for the IAP that governs oil and gas leasing and development in the area and taking other related steps to support EO 14153’s policy aims.

On July 4, 2025, the President signed Public Law 119-21. Section 50105 of that act requires the Secretary to “expeditiously restore and resume oil and gas lease sales under the [NPR-A Oil and Gas Leasing] Program for domestic energy production and Federal revenue in the areas designated for oil and gas leasing as described in the [2020] NPR-A final environmental impact statement and the [2020] NPR-A record of decision” for the 2020 IAP. The 2020 IAP designated land for oil and gas exploration and development where such activity is prohibited under the TLCROW, absent certain exceptions. Finally, on December 5, 2025, the President signed Public Law 119-47 (2025), a Joint Resolution providing for congressional disapproval of the 2022 NPR-A IAP ROD under the Congressional Review Act, 5 U.S.C. §§ 801-808.

⁷ 42 USC § 6506a(a).

⁸ NTI is a nonprofit organization that was formed for the TLCROW and made up of representatives of Nuiqsut’s city government, local tribe (Native Village of Nuiqsut), and village-level Alaska Native Corporation (Kuukpik, Inc.).

⁹ TLCROW at 3.

II. Exercise of the Secretary's Cancellation Authority

The Secretary has inherent authority, under his general managerial power over public lands, to cancel authorizations issued in violation of law. *See Boesche v. Udall*, 373 U.S. 472, 476-77 (1963) (Secretary has authority to cancel leases and other interests in public lands according to general power over management of public domain). The BLM purported to issue the TLCROW under the NPRPA.¹⁰ The NPRPA does not address cancellation of authorizations. Nor do the BLM's regulations governing the NPR-A generally address cancellation of authorizations, although they provide specific procedures for cancellation of oil and gas leases.¹¹ Thus, the Department relies on the Secretary's inherent authority to cancel the TLCROW. The Department has identified two legal deficiencies regarding the TLCROW that warrant cancellation.

First, the plain language of the NPRPA does not authorize the TLCROW. The BLM's decision authorizing the TLCROW grant relies primarily on 42 USC § 6502. While that provision authorizes the Secretary to "grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under [the NPRPA],"¹² it plainly does not authorize a ROW for a non-use. The authorization to grant rights of way must be understood within the full context of that section which provides,

... Subject to valid existing rights, all lands within the exterior boundaries of such reserve are hereby reserved and withdrawn from all forms of entry and disposition under the public land laws, including the mining and mineral leasing laws, and all other Acts; but the Secretary is authorized to (1) make dispositions of mineral materials pursuant to the Act of July 31, 1947 (61 Stat. 681), as amended [30 U.S.C. 601 et seq.], for appropriate use by Alaska Natives and the North Slope Borough, (2) make such dispositions of mineral materials and grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under this Act, (3) convey the surface of lands properly selected on or before December 18, 1975, by Native village corporations pursuant to the Alaska Native Claims Settlement Act [43 U.S.C. 1601 et seq.], and (4) grant such rights-of-way to the North Slope Borough, under the provisions of title V of the Federal Land Policy and Management Act of 1976 [43 U.S.C. 1761 et seq.] or section 28 of the Mineral Leasing Act, as amended [30 U.S.C. 185], as may be necessary to permit the North Slope Borough to provide energy supplies to villages on the North Slope...

42 USC §6502. This provision withdraws lands within the NPR-A from the mining and mineral leasing laws as well as the public land laws. It then enumerates the Secretary's authority to take action in support of the primary purpose of the Act, to support oil and gas exploration (and later leasing and production) within the NPR-A, while also recognizing existing Native claims to surface areas. Therefore, the Secretary's authority to "grant such rights-of-way... as may be necessary to carry out his responsibilities under this Act" must be understood to authorize rights-of-way related to oil and gas activities

¹⁰ TLCROW at 2-3 (citing 42 USC §§ 6502, 6503(b), 6506a(b)).

¹¹ *See* 43 CFR § 3136.3.

¹² 42 USC § 6502.

under the Act. It does not authorize a right-of-way that is specifically intended to prohibit or otherwise hinder oil and gas activities in the NPR-A.

The Secretary's authority must also be read against the backdrop of the NPRPA's primary statutory direction to pursue oil and gas leasing and development. Neither section 6502, nor any other NPRPA provision, authorizes BLM to issue a ROW that purports to prevent or impede BLM from exercising its authority to fulfill the NPR-A's dominant purpose: to implement an expeditious program of oil and gas leasing in an area that Congress designated as a petroleum reserve.

In particular, the NPRPA directs the Secretary to commence petroleum exploration within the NPR-A and regulate development of it in "a manner consistent with the total energy needs of the Nation."¹³ The NPRPA provision that provides for surface value protection during exploration in the Teshekpuk Lake area, among other areas, contemplated such exploration would occur in that area and provided an important caveat regarding actions taken to protect surface resources, the Secretary is to: "assure the maximum protection of such surface values *to the extent consistent with the requirements of this Act for the exploration of the [NPR-A]*."¹⁴ And when Congress amended the NPRPA through the Department of the Interior Appropriations Act, Fiscal Year 1981, Congress directed the Secretary to "conduct an expeditious program of competitive leasing of oil and gas" in the NPR-A.^{15,16}

Combined with the original direction in the NPRPA, the Fiscal Year 1981 Appropriations Act's amendments underscore that Congress intended to dedicate management of the NPR-A to the exploration and production of oil and gas in the NPR-A, while taking into consideration the need to protect surface resource values.¹⁷ Those amendments also expressly exempted the NPR-A from sections 202 and 603 (codified at 43 USC §§ 1712, 1782) of the Federal Land Policy and Management Act of 1976 (FLPMA), which was necessary because those provisions might otherwise inhibit expeditious leasing within the NPR-A.¹⁸ It is clear from these provisions and the original text of the NPRPA that Congress has dedicated the NPR-A to specific uses, consistent with section 302(a) of FLPMA (codified at 43 USC § 1732(a)) and thus, BLM is not required to manage the area subject to multiple use and sustained yield because it is subject to the dominant uses outlined in the NPRPA.

Additionally, in determining the authority for the TLCROW, the BLM's July 2023 Teshekpuk Lake Special Area Protection Options report ("report") misinterpreted other provisions in the NPRPA. In addition to the Secretary's authorities under 6502, the report identified as statutory authorities: (1) a requirement to secure "protection of environmental, fish and wildlife, and historical or scenic values" under 42 USC § 6503(b), (2) direction to conduct "any exploration within the ...

¹³ Pub. L. 94-258 (1976).

¹⁴ *Id.*, § 104(b) (codified at 42 USC § 6504(a)) (emphasis added).

¹⁵ Pub. L. 96-514, tit. I, 94 Stat. 2957, 2964 (1980).

¹⁶ In 2017, Congress again confirmed this approach in the Tax Cuts and Jobs Act when it required the establishment of "a competitive oil and gas program" for the Coastal Plain of the Arctic National Wildlife Refuge and directed that program to be managed in a manner similar to the administration of lease sales under NPRPA. Pub. L. No. 115-97, §20001(b)(2)(A) (2017).

¹⁷ *Id.*

¹⁸ H.R. Rep. No. 96-1147, at 33 (1980).

Teshkepuk Lake areas ... in a manner which will assure the maximum protection of such surface values” under 42 USC § 6504(a), and (3) authority to “include or provide for such conditions, restrictions, and prohibitions as the Secretary deems necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources of the National Petroleum Reserve in Alaska” pursuant to 42 USC § 6506a(b).

The report’s characterization of those authorities and requirements, however, takes these authorities out of context and obscures the fact that they are secondary and subordinate to the primary purpose of the NPRPA, which is to support an expeditious oil and gas leasing program to provide for the energy needs of the Nation. For example, the report ignores the statutory limitation that the “maximum protection” standard in § 6504(a) applies only to the extent consistent with the exploration and production requirements of the Act. In other words, § 6503 contemplated exploration would occur in Teshkepuk Lake areas; the TLCROW closed a vast swathe of some of the highest potential areas near Teshkepuk Lake to exploration and development in that area contravention of § 6503. And § 6506a(b) authorizes the Secretary to mitigate reasonably foreseeable and significantly adverse effects on the surface resources from “[a]ctivities undertaken pursuant to [the NPRPA].” (emphasis added). Again, reading a provision out of context, § 6503(b) permits the Secretary to “promulgate rules and regulations” for the “protection of environmental, fish and wildlife, and historical or scenic values,” not ROWs.

In sum, the TLCROW is inherently at odds with the text and purpose of the NPRPA because the ROW grants a third party the right to prohibit core activities directly related to the NPR-A’s dominant use, including the right to prohibit new oil and gas leases, surface and subsurface exploration and development, and activities supporting leasing and development in areas specifically contemplated for development.¹⁹ The TLCROW imposes this prohibition on oil and gas leasing and development in approximately 1 million acres in the area of Teshkepuk Lake.²⁰ This acreage comprises a meaningful amount of the NPR-A’s total acreage of 23 million acres, and comprises more than a third of the Teshkepuk Lake special area that is currently considered to be a significant portion of the highest potential (i.e., most prospective for oil and gas development) area of the NPR-A.

While granting any conservation right-of-way is unlikely to be lawful under the NPRPA for any amount of acres in this petroleum reserve, doing so across a surface area larger than the state of Rhode Island with a subsurface that is highly prospective for oil and gas development is clearly unlawful. Thus, the restrictions imposed on this acreage by the TLCROW frustrate an essential purpose of the NPR-A by placing a large area with a high potential for oil and gas resources off limits.

Congress recently spoke to which areas of the Reserve should be open to development by explicitly directing the Department in the One Big Beautiful Bill Act to conduct oil and gas lease sales according to the 2020 IAP.²¹ The 2020 IAP made most of the Teshkepuk Lake area available for oil and gas leasing, including the approximately 1,012,040 acres that are currently subject to the

¹⁹ See TLCROW at 6.

²⁰ *Id.* at 3, 14.

²¹ Pub. L. 119-21, § 50105 (2025).

ROW.²² Further, on December 5, 2025, the President signed Public Law 119-47, a Joint Resolution providing for congressional disapproval of the 2022 NPR-A IAP ROD under the Congressional Review Act, 5 U.S.C. §§ 801-808.²³ The Joint Resolution disapproves the 2022 IAP ROD that limited the scope of oil and gas leasing and development. The Department cannot reissue the 2022 IAP ROD in “substantially the same form” or issue a new ROD that is “substantially the same” as that ROD. *See id.* at § 801(b)(2). Thus, although the TLCROW’s inconsistency with Public Law 119-21 and Public Law 119-47 do not amount to a pre-authorization defect because both were enacted after the issuance of the TLCROW, in PL 119-21 Congress has now explicitly directed the Department to make available for leasing the approximately 1,012,040 acres that are currently subject to the ROW. And in Public Law 119-47 (2025) Congress has also nullified the 2022 ROD, which closed large swaths of areas to fluid mineral leasing, including nearly all the area now subject to the ROW. These Congressional actions support the Department’s conclusion that the TLCROW is fundamentally inconsistent with the NPR-A’s text and purpose.

Second, the sub-delegation doctrine bars the TLCROW’s sharing of the BLM’s land management duties with the NTI. The doctrine bars a Federal agency from sub-delegating its authority wholesale to an entity outside the agency without congressional authorization.²⁴ Whether a particular arrangement constitutes an unlawful sub-delegation depends on whether the agency involved the outside entity in the full breadth of the agency’s decision-making process or only sought its input on a narrow subset of the issues.²⁵ And an arrangement must be evaluated for whether the outside entity is merely an advisor while the agency retained ultimate decision-making authority.²⁶

Neither NPRPA, nor the BLM’s implementing regulations, authorize any kind of sub-delegation. The BLM’s regulations allowed for opportunities to engage in co-stewardship arrangements, which might have authorized some sub-delegation.²⁷ But that regulation only applied to federally recognized Tribes,²⁸ and was included among the regulations for management of the NPR-A that the BLM rescinded. The NTI is not a federally recognized Tribe and thus would be unable to utilize that provision even if it had been retained in a final rule. Further the TLCROW is substantively distinct from any other co-stewardship arrangement because where co-stewardship agreements are defined by joint decision making between the BLM and Federally recognized Tribes, where the BLM retains the ultimate decision-making authority, the TLCROW ensured that the NTI had veto authority for projects proposed with the ROW.²⁹

Absent authorization from Congress, the TLCROW constitutes an improper delegation because it: (1) gives a third-party veto authority over oil and gas development and (2) transfers the program for

²² 2020 ROD at 3.

²³ *See* Public Law 119-47 (2025); <https://www.whitehouse.gov/briefings-statements/2025/12/congressional-bills-s-j-res-80-signed-into-law/>, accessed on December 8, 2025.

²⁴ *U.S. Telecom Ass’n v. FCC*, 359 F.3d 554, 565 (D.C. Cir. 2004) (“*USTA*”).

²⁵ *See, e.g., Fund for Animals v. Kempthorne*, 538 F.3d 124, 133 (2d Cir. 2008); *Dep’t of Fish & Game v. Fed. Subsistence Bd.*, 501 F. Supp. 3d 671, 697 (D. Alaska 2020).

²⁶ *See Cooling Water Intake Structure Coal. v. United States Env’t Prot. Agency*, 905 F.3d 49, 79-80 (2d Cir. 2018); *USTA*, 359 F. 3d at 567-568.

²⁷ 43 CFR § 2361.60 (2024).

²⁸ *Id.*

²⁹ This power imbalance is further supported by NTI’s October 3, 2025 letter to Narwhal Exploration LLC in which they assert that the TLCROW “gives NTI the right to prohibit oil and gas exploration and development activities on one million acres around Teshekpuk Lake...”

mitigating effects from oil and gas activities in a meaningful portion of the NPR-A from the Secretary to the NTI, including the Secretary's decision-making authority. The TLCROW effectively delegates ultimate decision-making authority over the oil and gas program in this portion of the NPR-A to the NTI. The NTI does not act as an advisor regarding subsistence issues in the Teshekpuk Lake area. The NTI decides what, if any, oil and gas activity may occur in that area. Without approval from the NTI, the Secretary is precluded from exercising his authority to carry out the primary purpose of the NPRPA. The nature of the decision-making authority delegated to the NTI by the TLCROW further demonstrates this is an improper sub-delegation.

While an oil and gas development program is the primary purpose of the NPR-A, another key element of that program is that the Secretary is authorized to enact regulations regarding "the protection of environmental, fish and wildlife, and historical or scenic values" and "assure the maximum protection of [significant subsistence, recreational, fish and wildlife, or historical or scenic] surface values to the extent consistent with the requirements of [the NPRPA] for the exploration of the [NPR-A]." ³⁰

The TLCROW effectively delegates the entirety of this portion of the NPR-A program to the NTI. The NTI holds veto power over any oil and gas projects that might be proposed within the approximately 1 million acres covered by the TLCROW. ³¹ And this authority is exercised specifically in relation to the Teshekpuk Caribou Herd, a subsistence resource for area communities. ³² The BLM delegated a broad portion of its responsibilities for management of the NPR-A in this area to the NTI. This is not the kind of narrow delegation of a portion of an agency's responsibilities that might be appropriate. ³³

The TLCROW is wholly unlike the authorizations BLM would normally issue under NPRPA (indeed it is unique within Alaska and, as far as we know, nationwide within the BLM, past or present). For example, the most expansive authorization under the NPRPA, a lease, may be no more than 60,000 acres. ³⁴ The TLCROW covers more than 15 times this amount. And the TLCROW's geographic scope greatly exceeds the typical permit or ROW that the BLM has issued in the NPR-A that are usually measured in the hundreds of acres at most. And, of course, the typical authorization the BLM would grant under the NPRPA would be to facilitate oil and gas development consistent with the NPRPA, not prohibit it as the TLCROW does.

For the foregoing reasons, the Department has determined that the TLCROW's legal deficiencies are so serious and fundamental that it must be cancelled.

The Department has also identified practical considerations that support cancellation now. First, the legal defect in the grant of the ROW cannot be cured since the BLM is wholly without statutory authority to issue it. It is therefore void *ab initio*. Moreover, cancelling the TLCROW before consummation of the ongoing process to adopt a new IAP and take other steps will enable the Department to consider how best to address some or all of the issues covered in the TLCROW through lawful means such as stipulations, required operating procedures, or best management

³⁰ 42 USC §§ 6503(b), 6504(a).

³¹ TLCROW at 4.

³² *Id.* at 1.

³³ *Fund for Animals*, 538 F.3d at 133.

³⁴ 42 USC § 6506a(h).

practices. As a general matter, moreover, the Department recognizes the value of finality for all interested parties vis-à-vis the subject authorization. Accordingly, the Department sees no reason to delay.

The Department has also considered the disruptive consequences of cancellation and finds those consequences to be minimal. The Department has identified serious legal defects warranting cancellation. Few permits or authorizations implicating the TLCROW have been considered since it was issued. Further, in correspondence with BLM on October 29, 2025, the NTI admitted that the TLCROW is relatively new and requested to work with BLM on a framework for implementing the process described in the TLCROW. Finally, the NTI did not pay for the TLCROW initially and is not obligated to pay ongoing rental fees. So, the NTI has limited reliance interests that could possibly be affected by cancellation.

To the contrary, not cancelling the TLCROW could frustrate various planned and anticipated oil and gas development activities in the area. Companies are looking to conduct exploration activities in the area covered by the TLCROW this winter and the BLM is obligated to include the area covered by the TLCROW within those areas available for potential leasing in accordance with Section 50105 Public Law 119-21. Expedient cancellation is necessary to ensure these activities can proceed without delay. The BLM will ensure that the issues addressed in MM27 are appropriately addressed going forward.

III. Conclusion

In consideration of all the foregoing, and in accordance with the Secretary's inherent authority under his general managerial power over public lands, the TLCROW identified in the caption above is cancelled as being improperly issued. I reach this decision based on the seriousness of the TLCROW's legal errors given the special legal and factual circumstances of the original TLCROW decision. Accordingly, it is my decision to hereby cancel the TLCROW. I have directed the BLM to appropriately implement MM27 in consultation with key stakeholders and in a way that conforms with the laws governing the BLM's management of the NPR-A.

IV. Final Agency Action

My decision constitutes the final decision of the Department and, in accordance with 43 CFR § 4.402(b)(2), is not subject to appeal under Departmental regulations at 43 CFR Part 4.

Sincerely,



Katharine Sinclair MacGregor

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|--|--|---|--|
| <input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee | <input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) *(If pro se, select this deck)* | <input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)* | <input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans) |
| <input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education | <input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran’s Benefits <input type="checkbox"/> 160 Stockholder’s Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | <input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act) |

V. ORIGIN
 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify)
 6 Multi-district Litigation
 7 Appeal to District Judge from Mag. Judge
 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 5 U.S.C. § 706, Judicial Review of Agency Action

| | | | |
|------------------------------------|--|-----------------|--|
| VII. REQUESTED IN COMPLAINT | <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 | DEMAND \$ _____ | JURY DEMAND: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
|------------------------------------|--|-----------------|--|

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| VIII. RELATED CASE(S) IF ANY | (See instruction) | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | If yes, please complete related case form |
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| DATE: 1/28/2026 | SIGNATURE OF ATTORNEY OF RECORD: /s/ Travis Annatoyn |
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INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil coversheet. These tips coincide with the Roman Numerals on the cover sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk’s Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.