

Process for Commercial Projects

A *Commercial Project* typically involves rights-of-way, transmission corridors, extraction of oil, gas, or other valuable minerals, and permanent capital improvements, e.g., structures and utilities infrastructure, by a commercial entity at the invitation of an agency or by self-initiative.

A *Significant Commercial Project* is any commercial project estimated by the Field Manager/Authorized Officer (FM/AO) to involve \$10,000 or more in land, resource, and/or capital improvement.

Each significant project will, as soon as practicable after the AO receives notice, include an assessment by Cadastral Survey of the adequacy of Boundary Evidence where any part of the project is within 1/4 mile of a boundary.

All projects within a protraction diagram or potentially impacting a meanderable body of water will include an assessment by Cadastral Survey.

For interstate projects, the Cadastral Survey Office in the lead Bureau of Land Management (BLM) state office for the project will be designated the lead for IM 2011-122 and related purposes.

AO means any employee of the BLM to whom has been delegated the authority to perform the duties described to be performed by the AO.

A *Boundary* is any demarcation (surface or subsurface, fee, administrative, or special) between (a) fee ownerships and (b) areas governed by different ownership or management regime, e.g., land subject to mineral entry adjoining land with special designation such as National Landscape Conservation System and other withdrawal boundaries.

The *Cadastral Program* means the BLM State Office Chief Cadastral Surveyor and his or her delegate with jurisdiction where a project is located.

Early in the planning of any project, the FM/AO will determine the value and document it in the serial case file. Upon the determination that a project is significant, the field office will submit a completed Boundary Evidence Worksheet, signed by the FM/AO, to Cadastral Survey. For projects that are determined to be not significant, the field office will file the documentation in the serial case file with a copy, signed by the FM/AO, to the Cadastral Program.

Pending final approval of the *Department of the Interior Standards for Federal Lands Boundary Evidence* (600 DM 5), the field offices will follow the instructions and guidance in the *Department of the Interior Standards for Indian Trust Lands Boundary Evidence* (303 DM 7), BLM Manual and Handbook 9672 and H-9672-1 *Standards for Indian Trust Lands Boundary Evidence*, and IM No. 2011-122 "Plan to Ensure Adequate Cadastral Survey Review of Boundary Evidence Prior to the Approval of Significant Land and Resource Transactions and Commercial Projects" as closely as practicable, except where superseded by this IM.

The FM/AO and Cadastral Survey will agree on a land description for Boundary Evidence Worksheet purposes if the land description of the project does not conform to the Public Land Survey System (PLSS).

The BLM will determine costs associated with preparation of the Boundary Evidence Worksheets and Certificates in accordance with cost recovery regulations and cost recovery accounts benefiting the activity or commercial entity(s). Special accounts will cover the costs when appropriate.

In light of changing resource values, new information, and policy, the preparation of the Boundary Evidence Worksheet and Certificate may involve site visits by the Cadastral Program to supplement or validate existing data (including information related to ongoing activities) or to gather new information in order to produce an informed Worksheet/Certificate.

The AO will ensure compliance with National Environmental Policy Act (NEPA) and other legal and policy requirements.

The protective and preservation process outlined in the standard stipulation, when included in the project contract/agreement, will support enduring maintenance of the PLSS and preserve BLM-administered land boundaries and areas after surface disturbances have taken place.

Standard Stipulation - Protection of Survey Corner and Boundary Line Markers:¹

The responsible party will identify and protect evidence of the Public Land Survey System (PLSS) and related Federal property boundaries² prior to commencement of any ground-disturbing activity.³ Contact Bureau Land

¹ The costs to replace PLSS monuments can vary substantially, and in extreme cases could cost as much as \$10,000 per single monument. One PLSS corner can determine the location of boundary lines from 2 to 2 dozen parcels (in developed and high value areas more than 2 dozen separate land parcels). It is difficult to quantify damages to the public and private landowners because a PLSS corner has been obliterated or lost, or when transactions or projects are based on approximate boundaries. The damage done is often in direct proportion to the amount of capital investment/value of natural resources and capital investment on each parcel.

² As directed in 43 CFR 3809.420 - Surface Management - (b)(9) *Protection of survey monuments*. To the extent practicable, all operators shall protect all survey monuments, witness corners, reference monuments, bearing trees, and line trees against unnecessary or undue destruction, obliteration, or damage. If, in the course of operations, any monuments, corners, or accessories are destroyed, obliterated, or damaged by such operations, the operator shall immediately report the matter to the authorized officer. The authorized officer shall prescribe, in writing, the requirements for the restoration or reestablishment of monuments, corners, bearing and line trees.

³ It is unlawful for the unauthorized alteration or removal of any Government survey monument or marked trees: "Whoever willfully destroys, defaces, changes, or removes to another place any section corner, quarter-section corner, or meander post, on any Government line of survey, or willfully cuts down any witness tree or any tree blazed to mark the line of a Government survey, or willfully defaces, changes, or removes any monument or bench mark of any Government survey, shall be fined under this title or imprisoned not more than six months, or both" (108 Stat. 1796, 2146; 18 U.S.C. 1858). The

Management (BLM) Cadastral Program to coordinate data research, evidence examination and evaluation, and locate, reference, or protect monuments of the PLSS and related land boundary markers from destruction. In the event of obliteration or disturbance of the Federal boundary evidence, the responsible party will immediately report the incident, in writing, to the AO. The BLM Cadastral Program will determine how the marker is to be restored. In rehabilitating or replacing the evidence, the responsible party will reimburse the BLM for costs or, if instructed to use the services of a Certified Federal Surveyor, procurement will be per qualification-based selection.⁴ All surveying activities will conform to the *Manual of Surveying Instructions* and appropriate state laws and regulations. The Cadastral Program will review local surveys before being finalized or filed in the appropriate state or county office. The responsible party will pay for all survey, investigation, penalties, and administrative costs.⁵

willful destruction of monuments and corners of an official mineral survey is within the purview of this statute.

⁴ Procurement of surveying services shall be per the Federal Acquisition Regulations and the Brooks Act governing Federal procurement of certain architectural and engineering services.

⁵ Applicable to collection of costs from responsible parties is indirect costs. Each year a new indirect cost rate is determined that typically ranges from 17-19 percent. This cost is applied to all collections related to cadastral survey service oversight of commercial projects and unauthorized use.