

November 2022

BACKSIGHTS & FORESIGHTS

**SDSPLS 40th Annual Convention
January 11, 12, & 13, 2023
The Holiday Inn – City Center
Sioux Falls, SD**



SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS
Organizational Convention - Pierre, S.D., December 1983

Left to right: Steven Iker, Richard A. Phillips, Charles Hanson, Gerald F. Flannery, Merle B. Swenson, Jack N. Owens, Ronald R. Pebbe, Daryl E. Thorson, James Donahue, Warren L. Fisk, Larry J. Holton, Gary D. Renner, Wayne D. Ferman, James P. Heald, front Emmett W. Kotzba, back Donald R. Larson, Leo B. Gattings, Robert T. Bolton, Claus C. Kuchi, Mark Ferman, not pictured Russell E. Kastelle.

IN THIS ISSUE:

Photo Contest, Surveyor of the Year, Outstanding Contribution to the Land Surveying Profession

2023 Membership Registration Form

2023 SDSPLS 40th Annual Convention Registration Form

The Land Surveyor's Guide to the Supreme Court of South Dakota Part 39

FRONTIER
How You Measure Matters
PRECISION

The Trimble® X12 Scanning System unites the best of both worlds with industry-leading hardware and Trimble's powerful, ultra-efficient Trimble Perspective software for guaranteed peak performance. No more complicated workflows. No complex registration process. No compromises in accuracy, speed, range, or imaging.

TRIMBLE X12

3D LASER SCANNING SYSTEM

ACCESSIBLY HIGH-END 3D LASER SCANNING SYSTEM WITH SUPERIOR SPEED, ACCURACY, RANGE, AND INCREDIBLE IMAGE CLARITY.

Want more information? Contact:

Nathan Kupfer, Geospatial Sales Representative
nathank@frontierprecision.com
701.222.2030 | 800.359.3703 [TollFree]

Frontier Precision
1713 Burlington Drive
Bismarck, ND 58504

 **Trimble.**
Authorized Distribution Partner



PRODUCTS | TRAINING | REPAIR | RENTALS | TECHNICAL SERVICES

LEARN MORE www.frontierprecision.com/product/trimble-x12

2022 SDSPLS BOARD OF DIRECTORS

PRESIDENT

Kary Gregoire
IHS- Great Plains Area
409 Ruth Street
Yankton, SD 57078
605-661-7496

PAST PRESIDENT

Jon Collins
SD DOT
4624 Lahinch Street
Rapid City, SD 57702
605-222-3333

PRESIDENT-ELECT

Todd Schlunsen
IMEG Corp
1410 West Russell Street
Sioux Falls, SD 57104
605-212-1263

SECRETARY

Andrew Kangas
Civil Design Inc
609 Main Avenue South
Brookings, SD 57006
605-696-3200

TREASURER

Cory Biegler
Helms & Associates
PO Box 111
Aberdeen, SD 57401
605-216-2426

NSPS DIRECTOR

Linda Foster
Esri
380 New York Street
Redlands, CA 92373-8100
605-393-5573

WEST RIVER CHAPTER

Adam Thompson
Interstate Engineering
3235 Talon Road
Spearfish, SD 57783
605-642-4772

BIG SIOUX CHAPTER

Beau Koopal
Infrastructure Design Group
3241 East Bison Trail
Sioux Falls, SD 57108
605-680-4156

MISSOURI RIVER CHAPTER

2022 COMMITTEE CHAIRPERSONS

EDUCATION

Kristi Goehring
Goehring Surveying
27172 421st Avenue
Parkston, SD 57366
605-928-7653

MEMBERSHIP

Andy Scott
DC Scott Surveyors Inc
3153 Anderson Road
Rapid City, SD 57703
605-484-8627

PUBLIC INFORMATION

Ruthie Wetzel
IMEG Corp
1410 West Russell Street
Sioux Falls, SD 57104
605-331-2505

LEGISLATION

Jonathan Nelson
South Dakota DOT
700 East Broadway Avenue
Pierre, SD 57501
605-773-4427

STANDARDS

Dean Scott
DC Scott Surveyors Inc
3153 Anderson Road
Rapid City, SD 57703
605-393-2400

DPC REPRESENTATIVE

Randy Deibert
Professional Mapping
& Surveying, LLC
1715 Scott Avenue
Spearfish, SD 57783
605-645-1680

TRIG-STAR

Chad Dodds
KTM Design Solutions Inc
5610 Doubletree Road
Rapid City, SD 57702
605-661-3016

EXECUTIVE DIRECTOR

Jody Van Beek
2510 Happy Hollow Street
Rapid City, SD 57702
DirectorSDSPLS@hotmail.com
605-228-2101

YOUNG SURVEYORS

John Geffre
Banner Associates
409 22nd Avenue South
Brookings, SD 57006
605-692-5714

Backsights and Foresights

Backsights and Foresights is the official publication of the South Dakota Society of Professional Land Surveyors. It is published quarterly. Material published is not copyrighted and may be reprinted without written permission as long as credit is given. All material must be submitted by the middle of the month preceding the issue date, and should be directed to: The Executive Director.

Articles and columns appearing in the publication do not necessarily reflect the viewpoint of SDSPLS but are published as a service to its members, the general public and for the betterment of the surveying profession. No responsibility is assumed for errors, misquotes or deletions.

ADVERTISING FEES

<i>Size</i>	<i>Rates</i>
3 1/2" x 5"	\$25 per issue
7 1/2" x 5"	\$50 per issue
7 1/2" x 10"	\$90 per issue

Backsights and Foresights accepts advertising from equipment suppliers and others offering surveying related services. There is no charge for help wanted or positions wanted, employment ads or equipment for sale by practitioners whose main business is not equipment sales or rental.

PUBLICATION DEADLINES

<i>Material Cutoff</i>	<i>Publication</i>
January 15	February 1
April 15	May 1
July 15	August 1
October 15	November 1

SDSPLS – Board of Directors Meeting

(Virtual – Zoom Meeting)

Wednesday, October 2, 2022 – 8:00 A.M. (MDT)

In Attendance: President Kary Gregoire, Past President Jon Collins, President-Elect Todd Schlunsen, NSPS Director Linda Foster, Treasurer Cory Biegler, Secretary Andrew Kangas, West River Chapter President Adam Thompson, Big Sioux Chapter President Beau Koopal, Executive Director Jody Van Beek, Legislation Committee Jon Nelson (Absent), Design Professionals' Coalition Committee Randy Deibert (Absent), Public Information Committee Ruthie Wetzal, Trig Star Committee Chad Dodds (Absent), Young Surveyors Committee Jon Geffre,

1. Meeting called to order at 8:00 A.M. (Mountain) by Kary Gregoire.
2. Acceptance of Agenda: Motion by Foster to approve the agenda as presented, 2nd by Biegler - Motion approved.
3. Secretary's Report – presented by Andrew Kangas: Written minutes from the Board of Directors Meeting on July 12, 2022 were submitted. Motion by Schlunsen to approve meeting minutes, 2nd by Thompson - Motion approved. Minutes are attached.
4. Treasurer's Report – presented by Biegler: Written report submitted. Motion by Kangas to approve treasurer's report, 2nd by Schlunsen - Motion approved. Treasurer's report and year end report are attached.
5. President's Report – Kary Gregoire: Written report submitted.
6. Committee Reports:
 - a) Education – Kristi Goehring (absent): No report was submitted.
 - b) Legislation – Jon Nelson (absent): No report was submitted.
 - c) Design Professionals' Coalition – Randy Deibert (absent): No report submitted.
 - d) Professionalism & Practice – Dean Scott (absent): No report submitted.
 - e) Public Information – Ruthie Wetzal: No report was submitted. Ryan C. with the SDBOTP reached out and asked that the Trigstar winners and SDSPLS Scholarship winners be recognized at the annual

convention. There was discussion on which job openings should be posted through SDSPLS platforms. The consensus was to keep the posted listings survey related.

- f) Membership – Andy Scott (absent): No report was submitted.
 - g) NSPS – Linda Foster: Report was submitted. Next NSPS meetings are next week in Tulsa.
 - g) Young Surveyors – Jon Geffre: No report was submitted. Next meeting is in Tulsa next week.
 - h) Trig Star – Chad Dodds: No report submitted.
7. Chapter Reports
 - a) West River – Adam Thompson: No report was submitted. Working on setting up a meeting for this fall.
 - b) Big Sioux – Beau Koopal: No report was submitted. Next meeting is in Brookings in a couple of weeks.
 - c) Missouri River – No report submitted. Discussion on what to do with the Chapter and if the Northeast part of the state wants to take over the Chapter. Topic will be left open and discussed at the next board meeting and the annual meeting.
 8. Old Business
 - a) Corner Records/On-line Records System – Linda Foster is still working on this. The issue is licensure through ESRI and hosting the system.
 - b) Low Distortion Projection (LDP's) and 2022 Datum Change: Linda Foster said NGS is bottle necked and still working through comments. There was discussion on when the transition to the new Datum will officially take place.
 - c) New Accounting Firm: Jody gave a summary on firms that would take over our accounts. Ketel Thorstenson is willing to take us on. Biegler made a motion to approve Ketel Thorstenson as the SDSPLS Accounting Firm. 2nd by Thompson – Motion approved.
 - d) 2022 Surveyor of the Year: There was discussion on who should be in charge of making the nominations and who should vote on the nominations. Currently the Board of Directors selects the winner. For this year the Chapters were asked to submit 2 nominations.



e) 2022 Outstanding Contribution to the Land Surveying Profession: There was discussion on possible candidates. For this year the Chapters were asked to submit 2 nominations and the Board will select a winner.

9. New Business:

a) Southeast Technical College update: Kary Gregoire gave an update. They still have not filled the position. Southeast Tech has adjunct professors to fill in and teach the courses through the spring 2023 semester. Southeast Tech sent out an invitation for a meeting on October 25 to have a discussion on workforce development. Koopal and Schlunsen plan to attend.

b) 2023 Convention: The committee met at the Holiday Inn in Sioux Falls last Wednesday to observe the venue and continue planning the convention. There was discussion on past presidents that have deceased and the final point monument. Beth with Southeast Tech will talk at the beginning of the convention. The convention schedule was discussed and reviewed. There was discussion on LSIT courses.

c) Projected 2023 Annual Budget: Biegler gave a summary of the budget. With current increases in prices, the budget will be in a deficit. There was discussion on options for making up the deficit. The membership rates could be increased, or the convention fee could be increased.

d) Board of Directors and Committee – Available Positions for 2023: All board positions are filled and Kary Gregoire is working on finding a candidate for President Elect.

e) Committee Reports: There was discussion on lack of committee involvement. Kary Gregoire will reach out to some of the committee chairs to discuss the committee and if they want to still be the chair of the committee.

f) Mission Statement, Purpose and Goals: There was discussion on trying to promote SDSPLS and gain membership.

10. Next Board of Directors Meeting will be Wednesday, January 11th, 2023 at 8:00 AM at the Holiday Inn in Sioux Falls, SD.

11. Meeting adjourned at 10:41 A.M. (MDT). Motion by Foster, 2nd by Kangas – Motion approved.

Respectfully Submitted

By: Andrew Kangas, Secretary



Annual Membership Meeting

Thursday January 12, 2023
at 4:00 pm

Please join us for the annual SDSPLS Membership Meeting.



SDSPLS 2023 ANNUAL CONVENTION

JANUARY 11, 12, & 13, 2023
THE HOLIDAY INN – CITY CENTER
SIOUX FALLS, SD

Topics and Speakers include:

Coordinates & Geodesy
Jan Van Sickle

Precision Leadership Group
Lisa Te Slaa

Land Title Guaranty Company
Sabrina Meierhenry

Bon Homme Register of Deeds
Sandra Fraiser-Schaffer

SD 811
Codi Gregg

Corner Restoration
Aaron Hummert

Cutler Law Firm
Trent Swanson

Southeast Technical College
Beth Kassing

LSIT Sessions:
Jon Collins
Linda Foster
Adam Thompson

Exhibits Scholarship/Fundraising Live Auction Banquet Gun Raffle
Entertainment/Singo Photo Contest (Prizes given to the top 3 photos)

Big thank you to our SDSPLS Convention Sponsors and Exhibitors!



If you are interested in sponsoring the SDSPLS Convention, please contact Jody Van Beek at directorsdspls@hotmail.com

Register online at www.sdspls.org



Annual
SDSPLS
Survey *Photo* Contest



**Bring a print of your
favorite survey project
photograph to the
convention with your name
and a short description of
the photo or project.
(8x10 maximum please)**

**Top 3 photos
will win a
prize!**

SDSPLS reserves the right to post entries on the SDSPLS website
and/or print in Backsights & Foresights (with appropriate credit)



SOUTH DAKOTA SOCIETY of PROFESSIONAL LAND SURVEYORS

National Society of Professional Surveyors

2510 Happy Hollow St, Rapid City, SD 57702 605-228-2101 www.sdspls.org

INVITATION TO EXHIBIT and SPONSOR **SDSPLS - 40TH ANNUAL CONVENTION**

January 11-13, 2023

Wednesday - Friday

Holiday Inn, Sioux Falls – City Centre

The South Dakota Society of Professional Land Surveyors has an annual convention. This convention is an opportunity for advancement in the surveying community, the chance for continued education in the profession of surveying and a time gather with peers. As an Exhibitor, there is an excellent opportunity to showcase your survey equipment, supplies, accessories, software and related business items. As an Event Sponsor you can show your support by donating auction items, door prizes and/or sponsoring a meal or break. The money raised during the auction is used on scholarships for the up-and-coming young professionals. Approximately 200 people attend the yearly SDSPLS Convention. Please consider a sponsorship or donation for the SDSPLS 40th Convention.

Exhibitor registration includes sponsorship of the Exhibitor's Icebreaker on Wednesday evening.

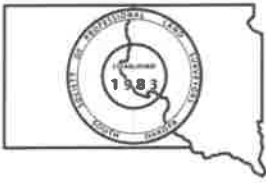
Exhibitors' set-up begins Wednesday morning, January 11th at 9:00 am, with general convention registration beginning at 11:00 am. Exhibits will be featured until 1:00 pm, during the afternoon breaks, and during the Exhibitor's Icebreaker and Scholarship Auction (5:30-9:00 pm). The exhibit hall will be closed and secured no later than 10:00 pm. The exhibit hall is available to you on Thursday morning (January 12th) however the decision to exhibit on Thursday is entirely at your discretion and tear down must be completed by noon.

To register as an Exhibitor and/or an Event Sponsor please complete the attached forms and return to:

SDSPLS – Jody Van Beek, Executive Director
2510 Happy Hollow Street, Rapid City, SD 57702
605-228-2101 directorsdspls@hotmail.com

Holiday Inn, Sioux Falls, SD - City Centre – call 1-605-339-2000 for hotel information





SOUTH DAKOTA SOCIETY of PROFESSIONAL LAND SURVEYORS

National Society of Professional Surveyors

2510 Happy Hollow St, Rapid City, SD 57702 605-228-2101 www.sdspls.org

SPONSORSHIP LEVELS

Gold \$1500

- Logo **prominently** displayed on website and all printed convention materials 25% larger than Silver
- Logo on Convention Banner
- Print material in welcome packet for all attendees
- Sustaining Membership to SDSPLS for 2023
- Signage and recognition at the event including your banner displayed in a prominent location
- Dedicated social media advertising
- Recognition of Sponsorship at Banquet

Silver \$1000

- Logo on website and all printed convention materials 25% larger than Bronze
- Logo on Convention Banner
- Print material in welcome packet for all attendees
- Sustaining Membership to SDSPLS for 2023
- Signage and recognition at the event including your banner displayed
- Dedicated social media advertising

Bronze \$500

- Logo on website and all printed convention materials
- Logo on Convention Banner
- Print material in welcome packet for all attendees
- Sustaining Membership to SDSPLS for 2023 – which includes logo on Backsights and Foresights newsletter

Friends of SDSPLS \$150

- Small Logo on Convention Program





**SOUTH DAKOTA SOCIETY of
PROFESSIONAL LAND SURVEYORS**

National Society of Professional Surveyors
2510 Happy Hollow St, Rapid City, SD 57702 605-228-2101 www.sdspls.org

2023 CONVENTION – EXHIBITOR/SPONSORSHIP REGISTRATION

Wednesday – January 11 – 11:00 am to 9:00 pm
Thursday – January 12 – 7:00 am to 11:00 am
Holiday Inn, Sioux Falls, SD – City Centre

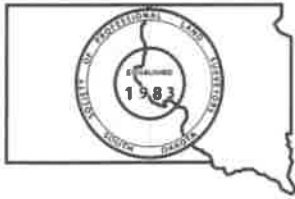
Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Gold Level Sponsorship	\$1500.00
Silver Level Sponsorship	\$1000.00
Bronze Level Sponsorship	\$500.00
Friend of SDSPLS	\$150.00
Exhibitor’s Fee (6’ x 6’ display with table & 2 chairs)	\$200.00
Late Registration (after December 1, 2022) please add:	\$200.00
Number of Additional Display Areas ___@ \$50 each	\$ _____
TOTAL REGISTRATION (Checks payable to SDSPLS)	\$ _____

Door prize donations are greatly appreciated.

Please return this form to:
SDSPLS – Jody Van Beek, Executive Director
2510 Happy Hollow Street, Rapid City, SD 57702
605-228-2101 directorsdspls@hotmail.com





SOUTH DAKOTA SOCIETY of PROFESSIONAL LAND SURVEYORS

Affiliate of the National Society of Professional Surveyors
2510 Happy Hollow Street, Rapid City, SD 57702
605-228-2101 www.SDSPLS.org

MEAL & BREAK SPONSORSHIP

SDSPLS – 40th ANNUAL CONVENTION

January 11, 12 & 13, 2023 – Holiday Inn – Sioux Falls, SD – City Centre

SDSPLS offers the opportunity for sponsorship of breaks and meals during the annual convention. Break sponsorships are available for \$200/each, breakfast sponsorships are available for \$300/each, and lunch and banquet sponsors are available for \$400/each. Sponsorships will be listed in the general program and announced prior to the break or meal.

YES! – We would like to be a meal sponsor

Break Sponsors – 8 available @\$200/each

Number of Break Sponsors _____ @ \$200/each _____

Breakfast Sponsors – 2 available @ \$300/each

Number of Breakfast Sponsors _____ @ \$300/each _____

Lunch & Banquet Sponsors – 2 available @ \$400/each

Number of Lunch/Banquet Sponsors _____ @ \$400/each _____

TOTAL ENCLOSED (checks payable to SDSPLS) \$ _____

Name: _____

Company: _____

PLEASE RETURN THIS FORM

OR SEND AN EMAIL WITH YOUR REQUEST FOR SPONSORSHIP TO:

SDSPLS – Jody Van Beek, Executive Director
directorsdspls@hotmail.com



The Land Surveyor's Guide to the Supreme Court of

South Dakota – Part 39 – 1984

This article represents the thirty-ninth in a series of excerpts from a book prepared by South Dakota licensee Brian Portwood. The complete book can be obtained in PDF form at no charge, either from SDSPLS or directly from the author (bportwood@mindspring.com). It covers 120 years of historic South Dakota cases, answering fundamental land rights questions of potential interest to land surveyors, which are being presented in chronological order here in Backsights & Foresights.

Can a fence be the best evidence of a platted boundary?

Block v Howell (1984)

This case provides a classic example of the stark contrast that can appear in the results produced by two surveyors, when each of them maintains a different attitude toward the same set of facts, and each of them brings a different perspective upon the usefulness and value of various forms of evidence to the same set of conditions on the ground. The controversy that develops here plays out as a true boundary dispute, involving directly competing surveys, and the outcome clearly illustrates the significance of diligence and resourcefulness, which ultimately enable the victorious surveyor to prevail, while also emphasizing the great importance of making the fullest and wisest possible use of all available boundary evidence, in a manner that best utilizes those forms of boundary evidence upon which the Court prefers to base its decisions. In full accord with many of the earlier boundary cases that we have reviewed, a fence prevails here over subsequent monuments, not as a result of any qualities or value that the fence may hold as a barrier defining limits of possession, but because it proves to be the strongest and best physical evidence of the original boundary location, making it the controlling evidence of a boundary that was created by a party functioning as a subdivider and grantor. The statutory language cited here by the Court concerning mistaken reliance on doubtful monuments has existed since the territorial era and has only very rarely been invoked by the Court, but the dubious monuments that appear here provide the Court with an excellent opportunity to exercise that language in a perfectly appropriate manner, demonstrating the true purpose for which it was created. In 1982, in *Nelson v Gregory County*, another conflict that was centered upon the creation and location of boundaries, the intent of a grantor, and his unusual manner of expressing that intent, were at issue. In that case, Smerling had agreed in 1957 to convey a 30-acre tract that he owned to Buryanek, reserving however "a square one acre tract on any portion of said thirty acres that he (Smerling) may hereafter select", but not until 1971 did Smerling identify the area to be reserved, by having it surveyed, and then conveying it to Nelson, before deeding the original tract, less the reservation, to Buryanek in 1976. Buryanek objected to the area that Smerling had chosen to retain, but the Court fully upheld a lower court ruling that Buryanek had no right to protest the location of the reserved tract within the original tract, confirming that a grantor has the right to reserve a deliberately undefined area from a conveyance, if he clearly expresses his intention to do so, and his grantee raises no objection to the undefined reservation when the conveyance agreement is executed. On the issue of monument control, the Court once again resorted to the statutory language impeaching doubtful monuments to resolve a boundary dispute that was set in a PLSS context, in *Titus v Chapman* in 2004. In that case, Chapman owned a tract of unspecified size, located in a quarter that had originally been subdivided in 1970, based upon monumentation that had been established in 1946, and Chapman's tract was bounded on the west by a certain sixteenth line, which also represented the east boundary of a tract owned by Titus. In 2001, Titus ordered a survey, which indicated that the monuments set in 1946 and 1970 were actually located well to the west of the sixteenth line, so Titus filed an action against Chapman, asserting that the sixteenth line had been wrongly monumented for over 50 years and had only been properly located during the 2001 survey. A trial court agreed with Titus that the monuments relied upon by Chapman were erroneous, upholding the 2001 survey as the only survey by which the section in question had ever been properly subdivided. The Court fully upheld the lower court decision in favor of Titus, on the basis that a survey creating a residential subdivision lying within any given section does not constitute an original survey, since only GLO surveys represent true original surveys, thus the validity of any monuments subsequently set can be disproven, rendering them legally worthless.

1921 - A residential subdivision containing 35 lots of unspecified size and shape, all of which apparently fronted upon the northwest side of an unspecified lake, was platted in Day County. The side lines of these

lots all ran back from the lake in a generally northwesterly direction for unspecified distances, evidently being neither parallel nor equal in length, so the rear boundary of this subdivision was apparently formed by an unspecified number of angled segments, rather than a single straight line. No details relating to how this subdivision was created are known, but the plat evidently provided only very minimal or incomplete dimensional data, and it gave no indication that any of the corners or lines shown on the plat had ever been surveyed on the ground, although the plat had evidently been



prepared by a surveyor, so some amount of survey work had presumably been done in preparing it. The owner of this platted area did not plat all of his land however, he also owned a substantial amount of additional land adjoining the entire northwest boundary of the subdivision. Whether or not this boundary between the platted land and the unplatted land was physically marked in any manner at this time is unknown, the plat apparently did not indicate that this boundary was marked in any way, but a fence of unknown origin may have already existed at this time and represented the intended subdivision boundary. How this subdivision was intended to be accessed, and whether or not any roads existed in this area at this time, are both also unknown.

1922 to 1951 - Most, if not all, of the platted lots were evidently sold, occupied and developed during this time period, but no details relating to the improvement of any of the individual lots are known, and how the lots were described in the deeds to the lot owners is also unknown, although they were presumably described in the typical manner, by reference to the 1921 plat. At an unspecified time, a roadway running through or along the rear of most, if not all, of the platted lots came into use by the lot owners. Who built the road, who chose its location, and who originally used it, are all unknown, and it may have simply developed without any actual construction, as a result of repeated use of the same strip as a driveway by many of the lot owners. No issues regarding either the use of the road or its location ever developed between the lot owners, they apparently all treated it as a legitimate access route open to mutual use, and there is no indication that any access easements associated with this road were ever documented. Some of the lot owners-built garages along the southeasterly side of this roadway, evidently treating it as their principal access route, and as they developed their lots, some of them also drove iron pipes, of the kind used as survey monuments, at various points near the rear of their lots, apparently for the purpose of marking the lines between their lots. There is no indication that any of the individual lots were ever surveyed however, so how the lot owners determined the locations for these pipes that they set is unknown, nevertheless there is no indication that any boundary disputes ever arose between any of the lot owners. Some of the lot owners also fenced portions of their backyards, and planted landscaping, not necessarily extending all the way to the rear of their lots however, due to the presence of the shared driveway. How far southeast this access route was from the fence of unknown origin running along the rear of the subdivision is unknown, and at what point it crossed the rear boundary and exited the subdivision is unknown as well, but the owner or owners of the unplatted land to the northwest of the subdivision evidently had no problem with the existence of this road, and there is no indication that anyone ever claimed to own it, or claimed to have any right to control the use of it.

1952 - Block acquired all of the land lying along the northwest boundary of the subdivision, which apparently had never been subdivided and consisted of a single farm. Who Block acquired this land from, and what he was told about this property or its boundaries by his grantor, are unknown, the farm may have been conveyed an unknown number of times since the time when the subdivision was platted, or it may never previously have been conveyed, so whether or not Block ever met the original party or parties who had created the subdivision is also unknown.

1953 to 1980 - The use and improvement of all of the platted lots continued throughout this period, in the same manner described above, and apparently no issues ever developed between any of the lot owners concerning boundaries, access or any other matters pertaining to the use of the land. Additional pipes may also have been set by various lot owners during this period as well, along or near the rear of their lots, apparently based upon their individual opinions regarding the location of their lot lines. Block had never been satisfied or convinced that the rear fence accurately marked the subdivision boundary, for unknown reasons he had evidently always believed that the boundary was an unspecified distance further to the southeast, and when he saw some of the pipes that had been set by the lot owners, southeast of the roadway, he apparently took that as an indication that most of the roadway was actually located on his property. Block never attempted to close the road or limit its use in any way, but he evidently became increasingly upset about the ongoing use of it, as the lots and the road came under ever increasing use during this period, and he may also have eventually become concerned about clarifying the location of his southeasterly boundary in anticipation of subdividing or selling his land. Toward the end of this period, Block ordered a survey, which indicated that the subdivision boundary was in the location suggested by Block, an unspecified distance southeast of the fence, and partially, if not mostly, southeast of the roadway. Block then proceeded to install

an electric fence along the boundary indicated on his survey, which the lot owners presumably ignored and drove over.

1981 - Armed with this survey, Block filed an action against the owners of all 35 of the platted lots, one of which was Howell, seeking to have the boundary shown on his survey judicially declared to be his southeasterly boundary. The lot owners evidently responded by ordering a survey of their own, which contradicted the survey that had been done for Block.

Block argued that the survey that had been done for him was correct, because it had adopted all of the existing



monuments of various kinds that had been found in the subject area, upon the principle that monuments always control boundaries, so he owned all of the land northwest of the rear subdivision boundary shown on his survey. Howell and his fellow lot owners argued that the survey that had been done for Block was incorrect, because it did not represent the best evidence of the original location of the rear boundary of their subdivision, whereas their survey had been based upon the platted location of the boundary in question, and it therefore represented the best evidence of the original location of that boundary, as intended by the original owner of the land from which the subdivision had been created. Howell and his co-defendants further argued that adverse possession, estoppel and laches were also all applicable to this situation and operated in their favor, so Block owned only the land lying northwest of the subdivision boundary shown on their survey, and he was therefore guilty of trespassing, requesting punitive damages based on Block's actions. Disregarding the possession and trespassing issues, the trial court held that the survey presented by Howell represented the superior evidence of the location of the boundary at issue, and therefore decreed that it controlled over the survey that had been presented by Block, so all of the land within the subdivision boundary shown on Howell's survey belonged to the respective lot owners, and Block had no legitimate claim to any of it, declining however to award the damages sought by the lot owners.

This case very obviously presents a direct confrontation between competing surveys, so unlike many of the other case we have reviewed, involving surveys only in marginal ways, survey rules, methods and procedures were specifically in focus on this occasion, and as usual, the most diligent surveyor would prevail in the end. As many of our previous cases, including the Taylor case just previously reviewed, have demonstrated, it can often be a wise decision to argue a boundary dispute on the basis of possession alone, and that approach has a high success rate, this case illustrates however, that it can be equally wise to confront a survey with a survey, and the lot owners in this case very wisely chose the latter path, to overcome Block's efforts to encroach upon them, based upon the ambiguity in the plat of their subdivision. The plat in question in this case was presumably typical of it's day, but it was evidently not a model of completeness, sadly leaving the lot owners vulnerable, and requiring them to expend resources defending their land, as a consequences of the lack of clarity manifested in the plat, particularly an absence of original monumentation and poor access design in this case, yet it was nonetheless still the controlling document legally defining their land rights, including their boundaries, and therefore it demanded respect as such. There was of course no question that in principle an original survey controls, the Court understood, but it was highly questionable whether or not any original survey had actually been done in creating this subdivision, since according to the testimony of the lot owners, many of them had no knowledge of the existence of any original survey monuments, nor had either of the recent surveyors been able to locate any. The central question thus became what constitutes a monument, with the corollary question being which monument controls when multiple objects that can be identified as potentially legitimate monuments exist. In answer to that question, the Court stated in a footnote that "objects indicating the lines and boundaries of a survey are monuments ... Any natural or artificial physical object on the ground which helps establish the location of a line is a monument.", indicating that the Court is always open to all viable and reasonable potential solutions to boundary issues, and does not view only those monuments that were set by surveyors as potentially controlling monuments. Block's surveyor had evidently treated all of the pipes that had been pointed out to him by Block as monuments, apparently without investigating any alternative solutions, on the assumption that the original subdivision boundary had never been physically marked on the ground in any way, since the plat showed nothing marking the rear subdivision boundary, thereby potentially giving Block control over the road, as well as the right to make use of it himself, to facilitate the subdivision of his own land. Howell's surveyor very wisely took a different approach however, focused on encompassing and fully utilizing all of the available evidence, and this approach eventually brought him to another answer, which clinched the victory for the lot owners. Block was in a difficult position, having acquired a grantor's remainder, the Court was quite aware, so no legal presumptions could operate in his favor, or support his effort to take advantage of the poor quality of the plat that had been produced and utilized by his own predecessor, to minimize the size of the platted lots, so the Court proceeded to very sternly scrutinize the survey work that had been done in support of Block's position:

"Block claims that the boundary is delineated by ... some iron pipe markers. This line falls partially to the southeast of a private road ... Gebhart (Block's surveyor) ... concluded that the line of fences, trees, shrubs and metal pipe markers ... indicated the platted boundary ... he claimed that the iron pipe markers and the topographical features listed above lined up ... Gebhart assumed that the iron pipe markers were intended as lot corners ... despite testimony at trial indicating that the markers had been put in by the lot owners ... Gebhart assumed the original surveyor made errors, either in measuring or in recording his information ... He changed measurements that were clearly indicated on the original plat ... Monuments control over courses and distances and over survey notes ... but 43-18-7 provides ... the surveyor ... shall not give undue weight to partial and doubtful evidence or appearances of monuments, the recognition of which shall require the presumption of marked errors in the original survey ... Gebhart places too much weight on partial and doubtful evidence ... Anderson (Howell's surveyor) made several attempts to locate the boundaries ... He was



not satisfied that any of his attempts or surveys based on the original plat correctly located the northwestern boundary ... The trial court found as a fact that the plat as filed does not show any permanent monuments set and the boundaries ... cannot be determined from the information given on the plat ... Anderson exhausted all available information ... When his field attempts failed, he prepared a mylar overlay ... to reestablish the original survey as closely as possible ... the lakeshore ... had subsequently been altered ... Anderson reasoned ... in establishing the back boundary, that boundary itself was unaltered ... He drew the back boundary as it was indicated on the original plat on his overlay, placed it over his scaled drawing of the woven wire fence, and the distances and angles fit ... the overlay matched the angle in the fence ... Anderson's argument asserting the woven wire fence as the original boundary appears to be based upon sound reasoning and to be ... professional."

In the absence of sufficient numerical data to calculate the boundary location in controversy, Howell's surveyor had traced the rear boundary, just as it was shown on the 1921 plat, compared it to the fence line, and found that it matched amazingly well, leading him to conclude that the fence had in fact existed in 1921, and had been intended to represent the subdivision boundary, making the fence the controlling boundary evidence, by showing that it had the character and controlling value of an original monument. He had successfully convinced the Court that the fence was the true basis for the rear subdivision boundary shown on the plat, and effectively proven that the original surveyor had simply neglected to show the fence on that plat, so the fence itself was the physical embodiment of the original intent of the subdivider, which fully coincided with the way in which all of the lot owners had always treated the fence. Howell's surveyor had done this by isolating the original rear subdivision boundary from everything else, in order to eliminate the distortions that were introduced by attempting to define that particular boundary location using measurements, which had proven to be unreliable by yielding conflicting results, and in so doing he had shown himself to be a true master of his craft, because nothing a surveyor can ever do is of greater importance than discovering and recognizing genuine boundary evidence. The key to his triumph, which allowed him to arrive at this successful solution, was the fact that he was open to accepting all possible forms of evidence, rather than being unduly focused on deriving a numerical solution to a fundamentally evidentiary problem, and it was this attitude of high diligence on his part that enabled him to adopt the fence, not as mere possession evidence, but as valid survey evidence, sufficient to overcome the survey work that had been done for Block. The statutory language cited by the Court with regard to "marked errors" creates a broad window of opportunity for the Court, allowing it to use discretion in dealing with boundary evidence, rejecting monuments whenever doing so proves to be appropriate or necessary, in order to produce an equitable result, while yet preserving and maintaining the principle of monument control fully intact, for use in more typical circumstances, when the monuments that are found appear to be worthy of being given controlling value. In this instance, the Court quite logically employed the statutory limitation on monument control to negate the value of the monuments that had very obviously been set well short of the subdivision boundary, for the sole purpose of defining the side lot lines. Clearly impressed with the superior diligence displayed by Howell's surveyor and holding steadfastly to the position that non-original monuments are not necessarily controlling, which was what Block and his surveyor had failed to realize, the Court fully upheld the lower court ruling in favor of the lot owners. Block had allowed decades to pass without openly raising his concerns, before deciding that he wanted to have control over the use of the roadway, and possibly the right to use it to support the creation of a subdivision of his own, but the Court undoubtedly recognized the opportunistic nature of the legal assault that he had launched upon the lot owners, and it was determined to protect the platted lots from any such baseless invasion. The essential evidentiary lesson provided here for land surveyors is that any visible physical object, such as a fence, can be entirely legitimate and controlling boundary evidence, particularly when shown to be associated with an original survey or an original plat, leading to victory for the surveyor who is wise enough to give such evidence due consideration.

Does mediation and arbitration apply to land rights?

Aamot v Eneboe (1984)

Here we turn our attention to a unique case that provides great insight into the operation of the little known and often misunderstood process known as mediation and arbitration, which serves as a legitimate alternative to the typical process of litigation and adjudication to resolve land rights issues. The court absolutely embraces the validity of mediation and arbitration, inviting and encouraging prospective litigants to give serious consideration to that alternative pathway, since it is clearly beneficial and preferable to all parties, including the judicial system itself, when those engaged in any controversy can amicably resolve their own issues through cooperative personal interaction, under the guidance of a mediator. While the specific result seen here is unfortunate in one respect, in that this particular mediation effort proves to be unsuccessful, this case emphasizes the importance of properly understanding one's true role and duties, by demonstrating the consequences that can ensue when people



take on a legal responsibility that they do not fully comprehend. One valuable lesson presented here is the fact that beyond the opportunity provided by mediation, there is no legal option to "split the baby", once the issue or issues forming any dispute or conflict come under the jurisdiction of the judicial system one side must prevail, and the other must be vanquished, the opportunity to forge a genuine and mutually productive compromise having been foreclosed at the conclusion of the mediation efforts. The statute of frauds also forms a key element of the case that we are about to review, just as it did in the 1985 case of *Wiggins v Shewmake*, which is among the most frequently referenced South Dakota statute of frauds cases. In that case, the parties entered an oral agreement under which Shewmake agreed to buy a presumably typical house and lot that was owned by Wiggins. A month later the parties signed an "Agreement to Occupy Prior to Close" and Shewmake took possession of the Wiggins property, but Shewmake was unable to obtain funding and soon thereafter pulled out of the deal, leaving the Wiggins property vacant. Wiggins filed an action seeking to have Shewmake compelled to complete their intended transaction, but Shewmake argued that he could not be compelled to do so, because their original conveyance agreement, being unwritten, was void under the statute of frauds. The Court fully upheld a lower court ruling that Shewmake was guilty of breach of contract, holding that the fact that the original conveyance agreement was unwritten had been fully cured by the fact that reference had been made to it in the subsequent document, thereby confirming the existence of the oral agreement, which result demonstrates that a negligent grantee cannot escape an agreement by invoking the statute of frauds with any greater success than a negligent grantor. Then in 1986 in *Ahl v Arnio*, yet another dispute focused upon a document of conveyance, the Court held that any handwritten alteration of a deed must be presumed to have been legitimately made "prior to or contemporaneously with the execution of the instrument". In that case, it was discovered in 1983 that a description appearing in a 1964 deed had been altered by hand, at an unknown time by an unknown party, changing a distance of 400 feet to 40 feet, setting the stage for a dispute over the originally intended location of one particular boundary described therein. The outcome of the *Ahl* case is inconclusive, since the Court remanded the matter to the lower court without any final decision on the fate of the altered document, but in so doing the Court indicated that the contested document could not be presumed to have been illicitly altered, such an assertion would need to be proven by the party alleging that the change did not represent a deliberate and intentional revision of the document, which had been made by, or with the full approval of, the grantor in 1964.

1972 - Eneboe and his wife acquired an unspecified quarter section in Lincoln County. How the land acquired by the Eneboes was used either before or after this acquisition is unknown, the land may well have been vacant and remained vacant after this acquisition.

1973 - The Eneboes decided to sell the property they had acquired the previous year, and they entered an oral conveyance agreement with Aamot and his wife to that effect.

1974 - A typical purchase and sale agreement pertaining to the subject property was drawn up and signed by Eneboe and the Aamots, but it was not signed by Eneboe's wife.

1975 to 1979 - During this period, the Aamots made all of their appointed payments on the property that they were acquiring, and they obtained receipts for their payments, which were signed by the Eneboes. Whether or not the Aamots made any actual use of the quarter during this period is unknown, there is no indication that any improvements were constructed anywhere on the land during this period of time.

1980 - Aamot informed Eneboe that he wanted to pay off the full balance due on the quarter and obtain his deed at this time, but Eneboe declined Aamot's offer, indicating that he believed he was not legally bound to accept the offer, presumably because he believed that their contract was legally incomplete, due to the fact that his wife had not signed the agreement document, and it was therefore not legally binding. Aamot then filed an action against the Eneboes, to have them compelled to convey the subject property per their written agreement, but shortly thereafter the parties agreed to submit their case to a legal mediation and arbitration process, which had been presented to them as a potential alternative to litigation, if they should both find such an alternative acceptable, so they began to engage in the mediation portion of the process, which apparently lasted for several months. A Pastor served as their mediator and 6 other church members served as their arbitration panel.

1981 - The parties were unable to settle their differences during the mediation phase of the process, so the specific issues outlined by the parties were sent to the arbitration panel for resolution. The arbitration panel produced a result that allowed the Eneboes to keep half the quarter, while compelling them to convey the other half to the Aamots, and the Eneboes were granted the right to choose which half they would retain. The Eneboes were evidently satisfied with this solution, but the Aamots were not, so they filed a new legal action against the Eneboes, seeking to have the ruling handed down by the arbitration panel legally nullified.

The Aamots argued that the result produced by the arbitration panel was unjustified, because the powers of an arbitration panel are narrowly limited to addressing the matters that are expressly placed before the panel, and the litigants had not agreed to



any type of division of the subject property, so the panel had no authority upon which to divide the land at issue in any manner, and the panel had therefore violated and lost its mandate to resolve the dispute, by exceeding the limits of its powers. The Aamots further argued that their original agreement with the Eneboes was absolutely legitimate and fully binding upon all parties, including Eneboe's wife, despite the fact that she had never signed the contract, so the Eneboes should be judicially compelled to convey the entire quarter to the Aamots, in accord with the terms of their documented conveyance agreement. The Eneboes argued that the decision of the arbitration panel was entirely fair, and it was legally binding upon all of the litigants, because they had all agreed to abide by the panel's decision, upon entering the mediation and arbitration process, and they had all agreed to forfeit any other legal options that they might otherwise have had, including the current separate legal action, which had been subsequently initiated by the Aamots. The Eneboes further argued that the original agreement was void under the statute of frauds, due to the absence of the signature of Eneboe's wife from the contract, so if the decision of the arbitration panel was invalid for any reason, then the Eneboes were under no legal obligation to convey any land whatsoever to the Aamots. The trial court ruled that the arbitration panel had in fact improperly performed its role in the mediation and arbitration process, nullifying the proposed division of the subject property, and finding that the original conveyance agreement was entirely valid and binding, requiring the Eneboes to convey the entire quarter to the Aamots.

Two separate and distinct issues were in play in this case, the original issue being the conflict over whether or not a valid and binding contract for the sale of real property existed between the Aamots and the Eneboes, and the second issue, which had ironically arisen directly from the efforts of the parties to resolve the first issue, involved the clarification of the true role and proper execution of the mediation and arbitration process. The Court chose to deal with the second issue first, quite logically, because the first issue might prove to be irrelevant, if the second issue were to be decided in favor of the Eneboes, by upholding the resolution of the original controversy that had been produced by the arbitration panel. The mediation and arbitration process serves a dual purpose, it represents a potential benefit to all litigants, by offering them an opportunity to forge a compromise on their own terms, and thereby avoid the serious expense and the acrimonious disruption of their lives that typically accompanies the litigation process, while at the same time, it also benefits all of the taxpayers of the state, by reducing the caseload that heavily burdens the judicial system, which can prevent important matters from being promptly adjudicated. People who participate in the mediation and arbitration process are often inexperienced and not properly trained or instructed however, which can lead to problems, such as unintentional abuse of the process, leading to a miscarriage of justice, and that, the Court observed, was just what had happened here. The Pastor and church members involved here were unquestionably well intentioned, the Court realized, but they had failed to understand and execute their tasks properly, because once the Pastor failed in his efforts to encourage the parties to strike a compromise, the mediation phase of the process had ended, eliminating any possibility for a successful compromise solution, and the only task of the arbitration panel was to decide who was right and who was wrong. The panel however, rather than simply deciding who would prevail, effectively attempted to extend the mediation phase of the process, by putting themselves in the shoes of the parties and forging a compromise on their behalf, and this approach taken by the panel, the Court indicated, although well intentioned, represented an abuse of their role as arbitrators. During the mediation phase of the process, the Court noted, the parties had been free to agree to any solution whatsoever, without any legal scrutiny of the fairness or the details of any choices or decisions they might make, but once the matter went to arbitration, it was once again under the jurisdiction of the judicial system, so the members of the panel, unlike the litigants themselves, were not free to independently create a solution of their own preference and impose that solution upon the parties. If the panel had simply declared that the Eneboes prevailed, the matter would have been concluded, and the Aamots would have lost at that point, because they had agreed to honor the panel's decision on the specific issue of who was right and who was wrong about the validity of the conveyance agreement, but since the panel had never answered that key question, the Court explained, the Aamots had the right to reject the result that had been produced by the panel:

“a court may vacate an arbitration award ... when the arbitrators have exceeded their powers ... arbitrators’ powers are derived from ... and must comply with, the arbitration agreement ... the arbitrators failed to answer the specific issues submitted to them and decided other matters instead, thereby exceeding their powers ... the arbitrators went beyond the questions presented. They did not decide whether the contract was binding, but rather, they tried to equitably divide the property between the parties, awarding 80 acres to each couple ... such an equitable division was not within the scope of the agreed upon issues ... The award simply did not conform or comply with the arbitration agreement ... the award was properly vacated ... even though Evelyn Eneboe ... failed to sign the contract, she ratified it ... based upon her acceptance of payments under the contract and her acknowledgement of the payments ... Eneboes contend ... the documents signed by Evelyn are insufficient to meet the requirements of the statute of frauds ... writing ... need not be in one document; the writings may be disjointed memoranda or protracted correspondence, so long as the substance of a contract for the purchase of real property may be inferred ... although Evelyn never signed the original



contract, she did sign subsequent writings which evidence the contract ... these memoranda state the legal description of the property ... Evelyn ratified the contract."

Courts have the authority to review, and either approve or disapprove, the results of arbitration, it was only when they were in the mediation phase of the process that the Aamots and Eneboes had the opportunity to resolve their dispute creatively or innovatively, without any judicial involvement, and they had voluntarily bypassed that option by agreeing to send the matter to arbitration. The arbitration panel had no right or authority to require the land to be split, as it had done, because a dispute over a conveyance agreement requires the agreement itself to be found to be either valid or invalid in its entirety, and it was that issue which the Court next turned to consider, having set the panel's decision aside. Since the land at issue was a full quarter section, requiring only a very simplistic legal description, the description of the subject property was never an issue between the litigants, but of course the requirements of the statute of frauds are not limited to legal descriptions alone. In addition to adequately stipulating the subject matter of a conveyance, a valid agreement must specify the parties involved in the transaction and the consideration to be paid for the land rights or real property being conveyed, only once all 3 of these items are satisfactorily clarified can the agreement be deemed to be complete and legally binding. The amount to be paid was, like the property description, not an issue in this case, and in fact the Aamots had made many payments, which had all been accepted without any objection by the Eneboes, verifying the total amount and the payment schedule, the only point of contention was the absence of the signature of Eneboe's wife from their contractual document. While the statute of frauds expressly requires the signature of the grantor or grantors, it does not require that all of the essential elements, including any required signatures, appear on any single document. Any combination of written material, the Court pointed out, even various items created over an extended time period, can provide the requisite contractual elements, fulfilling the spirit of the law, which it must be recognized is directed only at supplying evidence, and not at dictating the form that such evidence must take. Ratification of an agreement, the Court concluded, is equivalent to participation in the formation of the agreement itself, and accepting payments made as part of a specific conveyance of land or land rights serves as ratification, by the party accepting the payment, showing that the accepting party has no objections to the transaction, so Eneboe's wife, by signing the receipts that were given to the Aamots for their payments, had in effect signed the original contract itself, in the view taken by the Court. It should be noted that the Court fully upheld the result produced by the lower court, requiring Eneboe to deed the entire quarter to Aamot, based upon the fact that their agreement was within the statute of frauds and satisfied the statute, consistent with its holding in the Habeck case 10 years before, and not on the basis that this scenario constituted an equitable exception falling outside that statute, as it did in the 1907 Stewart case and other cases that we have reviewed. Since the agreement that had been made and documented here was legally binding in itself, estoppel was not a factor, the Court stated, but if the land in dispute had been improved by Aamot, and the agreement had subsequently been deemed to be invalid, an estoppel against Eneboe's wife would have come into play, creating an equitable exception to the statute of frauds, which could well have resulted in a ruling in Aamot's favor on that alternate basis, as seen in the 1953 Crawford case, also featured herein. This outcome once again shows that the actual existence of an agreement always comprises the controlling evidence in the eyes of the Court, which always honors the basic rule that substance controls over form, making the statute of frauds unavailable to destroy an existing agreement, based solely upon failures to comply with details of form or other such technicalities, when executing a land rights transaction.



South Dakota Society of Professional Land Surveyors Full Member's Jon Collins and Loren Vrem after racing their cars in the Autocross at the 2022 Sturgis Mustang Rally.



A letter from the 2007 SDSPLS President for the 25th Anniversary celebration.

Twenty-Five years - a quarter century- a sizeable chunk of time. Long enough for your kids to have kids of their own; long enough to pay for a house (if you only kept the same one long enough); long enough for hair color to fade (and come alive again); long enough for hairlines to recede and waistlines to expand. Finally, for these last 25 years, long enough to witness great changes - both in technology and in our social fabric.

How have we as a professional society done in our first 25 years? What will our report card say? Have we made a difference in our lives and the lives of others? Since I was lucky enough to be a part of our group from the beginning, and have stayed in close contact throughout, I cannot be as objective as someone looking in from the outside. If I were to make a plea to some imaginary outsider for a grade, this is what I would say.

Like an infant, we started small, and we lacked in strength and experience. Thanks to Russel Kastle and a few brave souls in our unorganized ranks, we took the first bold steps on a cold December day in 1983.

Like a toddler, our first few years were spent in recognizing and expanding our capabilities. When to meet, where to meet and what should we do were all part of our effort to develop an identity. We did that and we did it well. Elsewhere in this book are the names of those who led us, and we would do well to remember them.

Our teen years saw great strides being taken. Our NSPS Governors, our Presidents and others traveled to our nearby state societies and national meetings - witnessing what was good and not so good. They brought that knowledge back for our benefit. We learned that bringing in top quality presenters for our annual conferences was worthwhile and we continue to do that. We learned that we had a voice to use both within and beyond our borders.

Finally, in our "young adult" years, we are learning to look at the "big picture" and the "long haul". To keep the momentum going we need to keep pulling in, educating and inspiring our young members. There is a limit to what the "old timers" could and should be doing.

So, my appeal to this imaginary dispenser of grades would be for no less than a B + and maybe even an A-. There will always be room for improvement.

The accomplishments of the past 25 years have been achieved by thousands of man-hours of sacrifice by scores of selfless individuals. The best way for you to pay honor and recognition to them is to help take up your share of the load to see SDSPLS through another successful 25 years.

Warren L. Fisk - SDSPLS 2007 President



Greetings everyone!

Another year is coming to an end. It seems like each year gets shorter with less spare time. Maybe we are all too busy? Or maybe I'm just a government worker who has mastered the art of looking busy? But seriously, I know everyone is swamped these days and I have much respect for all of you and the work you are doing every day. Surveying workload is almost overwhelming, but I guess that is better than the alternative.

With that being said, the SDSPLS Board has been trying our best to continue working with the limited time available for everyone. Most of the focus has been on the convention. I think we all are realizing that changing the convention venue is challenging to say the least. Who would have thought that so many things go into planning the convention? I have a great appreciation for anyone involved in the previous year's planning process. It is not easy. The Big Sioux Chapter gave us a great start and Jody is continuing to work hard every day putting the pieces together to make it an excellent event. Please try to make time to join us January 11th-13th at the Holiday Inn City Centre in Sioux Falls.

SDSPLS is always needing members to step up and be a part of committees and even board positions. We need more involvement in order to promote the surveying profession and encourage the next generation to join us. So, if you would like to help the us grow and improve, please let myself or any board member know. Help and ideas are always welcome.

Finally, I want to commend those who came before us. Specifically, that group from December 10th, 1983 that had the vision to come together and create the SDSPLS. 2023 will be the 40th anniversary of that historic event in land surveying history of South Dakota. We still have a number of them actively involved in surveying in the state. All of them should be proud of what they have done for all of us in establishing this society. Thank you for your leadership and forethought.

Hope to see you all in January in Sioux Falls!

Take care and be safe.

Kary Gregoire
2022 SDSPLS President
(605) 661-7496



**A special thank you
to our convention
auctioneer.**



9TH ANNUAL SOUTH DAKOTA GEOSPATIAL USER GROUP | 01/10/2023 COST IS \$50/PER PERSON

10:30 am - 5:30 pm | Holiday Inn Sioux Falls-City Centre
100 West 8th Street – Sioux Falls, SD 57104

Registration fee includes Frontier Precision/Trimble gadgets & refreshments throughout the day. *Lunch is **NOT** included.*



AGENDA

TRICKS & TIPS ON USING:

- Trimble GNSS Solutions
- Trimble Robotic Total Stations
- Trimble Access Software v2022.x
- Trimble Business Center v5.8x

WHAT'S NEW?

- Trimble X12 3D Laser Scanning System
- Trimble TSC7 v2 Controller
- Trimble R780 GNSS Receiver
- On-demand Training



**TO REGISTER
SCAN HERE**

Join us following the User Forum for Frontier Precision's Annual Customer Appreciation Event from 6:00 pm - 9:00 pm!
(LOCATION TO BE ANNOUNCED)

FRONTIER PRECISION
G E O S P A T I A L

HAVE QUESTIONS? PLEASE CONTACT:

Nathan Kupfer, Geospatial Sales Representative
nathank@frontierprecision.com
701.222.2030 or 800.359.3703 [Toll Free]

OR REGISTER ON OUR WEBSITE: www.frontierprecision.com/events/event/2023-sd-user-group



Sponsored by Trimble
& Frontier Precision



LEARN MORE: www.frontierprecision.com/geospatial



SOUTH DAKOTA SOCIETY of PROFESSIONAL LAND SURVEYORS

Affiliate of the National Society of Professional Surveyors

2510 Happy Hollow Street, Rapid City, SD 57702 (P) 605-228-2101 www.SDSPLS.org

AWARD NOMINATION

Outstanding Contribution to the Land Surveying Profession

Mail or email completed nomination form to:

SDSPLS
2510 Happy Hollow Street
Rapid City, SD 57702
Phone: 605-228-2101
www.SDSPLS.org

CANDIDATE:

Last

First

Middle

ADDRESS:

NOMINATED BY:

Last

First

Middle

ADDRESS:

PHONE: _____

DATE: _____

EMAIL ADDRESS: _____

Nomination may only be made by an SDSPLS member in good standing. Current members of the Board of Directors are not eligible. The SDSPLS Board of Directors will select the winner and present the award at the SDSPLS annual convention. If you have questions regarding the nomination form or selection process, please contact Jody Van Beek, SDSPLS Executive Director at 605-228-2101 or the address shown above.

Please Complete the Following Information:

ACTIVITIES CONTRIBUTING TO SDSPLS AND THE LAND SURVEYING PROFESSION:

(What beneficial events or accomplishments have occurred due to this person's efforts?)

RECOGNITION OUTSIDE OF THE LAND SURVEYING PROFESSION:

(Has this person brought recognition of the land surveying profession to individuals or organizations unrelated to it?)

RECOGNITION:

(Is this person's honesty, integrity and reputation of estimable character?)

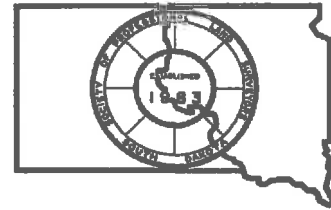
SUMMARY OF QUALIFICATIONS:

(Why, in your opinion, is this person qualified to receive this award?)

SDSPLS - SURVEYOR OF THE YEAR

Send completed nomination form to:

SDSPLS
2510 Happy Hollow Street
Rapid City, SD 57702
Phone:605-228-2101
www.SDSPLS.org



CANDIDATE:

Last

First

Middle

ADDRESS:

NOMINATED BY:

Last

First

Middle

ADDRESS:

PHONE: _____

DATE: _____

EMAIL ADDRESS: _____

All members of the South Dakota Society of Professional Land Surveyors are eligible for nomination, exclusive of current officers and director(s) of SDSPLS. Nominations may only be made by an SDSPLS member in good standing. The SDSPLS Board of Directors will select the winner and present the award at the SDSPLS annual convention. If you have questions regarding the nomination form or selection process, please contact Jody Van Beek, SDSPLS Executive Director at 605-228-2101 or the address shown above.

SDSPLS - SURVEYOR OF THE YEAR

SURVEYING ACHIEVEMENTS:

(Professional experience, current position, responsibilities, accountability, awards, etc.)

PROFESSIONAL SOCIETY ACTIVITIES:

(Offices held, committee assignments, accomplishments, etc.)

CIVIC AND HUMANITARIAN ACTIVITIES:

(Community service and support)

SUMMARY OF QUALIFICATIONS:

(Why, in your opinion, is this person qualified to receive this award?)



SOUTH DAKOTA SOCIETY of PROFESSIONAL LAND SURVEYORS

Affiliate of the National Society of Professional Surveyors
2510 Happy Hollow Street, Rapid City, SD 57702 605-228-2101
www.SDSPLS.org

SPECIAL OFFER FOR SDSPLS MEMBERS ONLY!

The SDSPLS website (www.sdspls.org) continues to generate interest and inquiries from the public looking for assistance in locating surveyors in South Dakota.

SDSPLS Full Members can provide their name and contact information on the website for public reference. This information is located under “Find A Surveyor” and “Surveying Resources” tabs.

For the 2023 calendar year you are invited to list your name (and/or designated contact) on the website for the fee of only \$50! If you would like to be included, please complete the following information and return this form along with your check payable to SDSPLS.

2023 WEBSITE BUSINESS LISTING

Name: _____

Designated Contact: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

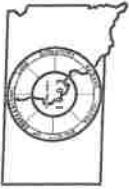
SDSPLS – Jody Van Beek, Executive Director

2510 Happy Hollow Street

Rapid City, SD 57702

605-228-2101

DirectorSDSPLS@hotmail.com



SOUTH DAKOTA SOCIETY OF PROFESSIONAL LAND SURVEYORS

Affiliate of the National Society of Professional Surveyors

APPLICATION FOR MEMBERSHIP

Complete the following

Name:
 Last:
 First:

Preferred Mailing Address:
 Business _____ or Home _____

Business:
 Name:
 Address:
 City:
 State: Zip:
 Phone:
 Cell:
 Email:
 Address:
 City:
 State: Zip:
 Phone:
 Email:

Check one and sign below

Member (In-State w/NSPS):	_____ \$195	Technician:	_____ \$85	Life Member (In-State w/NSPS):	_____ \$75
Member (Out of State):	_____ \$145	Associate:	_____ \$60	Life Member	_____ \$35
LSIT:	_____ \$115	*Student:	_____ \$35	Sustaining:	_____ \$275

In-State classifications are determined by the home mailing address.

Fees for In-State Members (\$195) include NSPS membership. Fees for Out-of-State Member (\$145) do not include NSPS membership. In-State Life Members have the option of selecting NSPS membership (\$75)

Member:

- a) Any person licensed to practice the profession of surveying, according to state or provincial statutes;
- b) A GS-1373 employee classified as a Land Surveyor or Supervisory Land Surveyor;
- c) An acedemician holding a bachelor's or higher degree and the rank of assistant professor or higher rank and teaching in an ABET accredited or a state land surveying registration board surveying program;
- d) A practicing surveyor or surveying teacher who has attained a minimum of six years experience in responsible charge of surveying activities or four years of education and two years of experience may submit credentials for consideration.

LSIT:

Any person who has successfully completed the LSIT examination according to state or pro-vincial statutes.

Technician:

Any person who has successfully completed any level of the Certified Surveying Technician program as administered by and through the National Society of Professional Surveyors.

Associate:

- a) Pre-Professional: Any person who by their employment is actively engaged in a program leading to a career in the profession of surveying;
- b) Subscriber: Any person with an associative interest in Surveying whose qualifications do not meet the requirements of Member, LSIT, or Technician.

*Student:

Any person who is a full-time student studying surveying or related fields.

Sustaining:

Any person or organization, either individuals, partnerships or corporations, who or which are engaged either in the manufacture or distribution of surveying instruments, equipment or supplies, or in the compilation or reproduction of maps, or in the performance of services for land surveyors.

Life Members:

Any person who has attained 60 years of age and has retired from active practice as a land surveyor and who has paid dues for each of the nine years preceding and also in the year which he or she attained such age or so retired, whichever is later.

Signature of Applicant

Date

I certify that I qualify for the class of membership I have applied for as outlined below.

*Signature of Faculty Member (required for students)

Date

I certify that the applicant is a full-time student. (12hrs or more)

Institution

Send complete application & payment to: SDSPLS - 2510 Happy Hollow Street

Rapid City, SD 57702 605-228-2101

DirectorSDSPLS@hotmail.com



**SOUTH DAKOTA SOCIETY of
PROFESSIONAL LAND SURVEYORS**
Affiliate of the National Society of Professional Land Surveyors

2510 Happy Hollow Street, Rapid City, SD 57702 605-228-2101 www.SDSPLS.org

40th ANNUAL CONVENTION REGISTRATION

January 11-13, 2023

(Wednesday – Friday)

The Holiday Inn – City Centre, Sioux Falls, SD

Last Name _____ First Name _____

Company _____

Preferred Mailing Address _____

Preferred Phone Number _____ Alternate Phone Number _____

Preferred Email _____

Dues are NOT included in registration fee. Please complete the SDSPLS membership form.

SDSPLS Members <small>(2023 dues must be current)</small>	Fee	Late Fee <small>(After 12/23/2023)</small>	LSIT Courses <small>Place an "X" in this column to register!</small>	TOTAL
SDSPLS Member <small>(15 PDH)</small>	\$230	\$50		\$
SDSPLS LSIT & Technician	\$180	\$50		\$
SDSPLS Associate & Lifetime	\$155	\$50		\$
Non-Member <small>(15 PDH)</small>	\$430	\$50		\$
Attending the Banquet?	Yes or No	If yes please select a meat option.....	Chicken or Beef	
Banquet Guest	\$30		Chicken or Beef	\$

Please make your check payable to SDSPLS. You may pay by credit card by completing the following:

Name on card _____

Billing Address for card _____

Card Number _____

Expiration Date _____ CVV Code _____

Please return this form & payment to:

SDSPLS

2510 Happy Hollow Street, Rapid City, SD 57702

Or, email completed form to: DirectorSDSPLS@hotmail.com

REGISTER ONLINE at www.SDSPLS.org

For Office Use Only: Check # _____ Amount \$ _____ Date ____/____/____ Record _____

Technology to advance your business: **RDO does that.**



RDO Integrated Controls specializes in finding the right technology to advance your business. We have a diverse portfolio of products: UAV's, total stations, data collection, and machine control options.



Contact Dalton Kelley to see what we can do for you.

Rapid City, SD
Dalton Kelley
605-939-4175
dkelley@RDOIC.com

RDO
INTEGRATED
CONTROLS
RDOIC.com

South Dakota Society of Professional Land Surveyors
444 St. Joe St.
Spearfish, SD 57783

STANDARD
US POSTAGE
PAID
PERMIT #618
RAPID CITY SD

SUSTAINING MEMBERS

These 2022 Sustaining Members support YOUR Society.
Show your appreciation and call a Sustaining Member first!



Marcus A Stacey, RICP®
marcus.stacey@thrivent.com



BACKSIGHTS & FORESIGHTS

