



August 2017

# BACKSIGHTS & FORESIGHTS



Photo courtesy of McLaury Engineering

## IN THIS ISSUE:

**West River Chapter  
Fall Seminar**

-----  
**Jeffersonian Attitude**

-----  
**Bear With Me...**

-----  
**Boundary Monuments**

-----  
**Railroad Crossing  
Safety**

-----  
**Playing Ball in  
South Dakota**

-----  
**The Land Surveyor's  
Guide to the Supreme  
Court of SD  
Part 19**

**"Three things in human life are important.  
The first is to be kind. The second is to be kind.  
And the third is to be kind."**

*Henry James*



# AND THEN THERE WAS ONE



ND | MN | CO | WY | AK | MT | ID

## FRONTIER PRECISION

AN EMPLOYEE OWNED COMPANY



*Completely Integrated into Familiar Survey Workflows!*

## INTRODUCING THE TRIMBLE® SX10 SCANNING TOTAL STATION

The Trimble® SX10 scanning total station redefines the capabilities of everyday survey equipment by providing the world's most innovative solution for surveying, engineering, and scanning professionals. The Trimble® SX10 is **the world's first scanning total station** that truly merges high-speed 3D scanning, enhanced Trimble VISION imaging, and high-accuracy total station measurements **in a single instrument**.

[WWW.FRONTIERPRECISION.COM](http://WWW.FRONTIERPRECISION.COM) | GEOSPATIAL TECHNOLOGY EXPERTS



**WANT MORE INFORMATION?** CONTACT: Nathan Kupfer, Geospatial Sales Representative | [nathank@frontierprecision.com](mailto:nathank@frontierprecision.com)  
2020 Frontier Drive | Bismarck, ND 58504 | 701.222.2030 or 800.359.3703 [Toll Free] | Fax: 701.258.5324

# 2017 SDSPLS BOARD OF DIRECTORS

## PRESIDENT

Fred Leetch  
112 Black & Yellow Trail  
Ft. Pierre, SD 57532  
yofred@pie.midco.net  
(605) 280-5150

## PAST PRESIDENT

Louis O'Donnell  
1538 Royal Road  
Aberdeen, SD 57401  
louieo@abe.midco.net  
(605) 228-3530

## PRESIDENT-ELECT

Nathan Nielson  
Banner Associates  
2307 West 57th Street – Suite 102  
Sioux Falls, SD 57108  
nathann@bannerassociates.com  
(855) 323-6342

## SECRETARY

Eric Howard  
Renner & Associates  
616 Sixth Street  
Rapid City, SD 57701  
(605) 721-7310  
eric@rennerassoc.com

## TREASURER

Travis Kropuenske  
Johnson Engineering Co.  
1800 Broadway Avenue – Suite 3  
Yankton, SD 57078  
tjkjec@iw.net  
(605) 665-5571

## NSPS DIRECTOR

Beau Koopal  
Infrastructure Design Group, Inc.  
1111 N Lake Avenue  
Sioux Falls, SD 57104  
beauk@infrastructureedg.com  
(605) 271-5527

## WEST RIVER CHAPTER

Linda Foster  
Ferber Engineering Co.  
729 E Watertown Street  
Rapid City, SD 57701  
(605)343-3311  
lindafoster@ferberengineering.com

## BIG SIOUX CHAPTER

Aaron Norman  
DGR & Associates  
2909 East 57th Street – Suite 101  
Sioux Falls, SD 57108  
aaron.norman@dgr.com  
(605) 339-4157

## MISSOURI RIVER CHAPTER

Dana Edwards  
506 Country Drive  
Pierre, SD 57501  
(605) 945-0769  
dbebeemer@yahoo.com

# 2017 COMMITTEE CHAIRPERSONS

## **EDUCATION**

Kristi Goehring  
27172 421st Avenue  
Parkston, SD 57366  
(605) 928-7653  
teropes@hotmail.com

## **LEGISLATION**

Gary Andersh  
Schmitz, Kalda & Associates  
320 North Main Ave.  
Sioux Falls, SD 57104-6043  
(605) 332-8241  
gandersh@schmitzkalda.com

## **MEMBERSHIP**

Ron Fisk  
Fisk Land Surveying & CE  
PO Box 8154  
Rapid City, SD 57709  
(605) 348-1538  
ron@fisklandsurveying.com

## **PUBLIC INFORMATION**

Mark Lippincott  
4116 Hall Street  
Rapid City, SD 57702  
(605) 341-0809  
mlippin@yahoo.com

## **STANDARDS**

Dean Scott  
DC Scott Surveyors Inc.  
3153 Anderson Road  
Rapid City, SD 57703  
(605) 393-2400  
surveyor@enetis.net

## **DPC REPRESENTATIVE**

Donald Jacobson  
111 West Park Ave.  
Fort Pierre, SD 57532  
(605) 222-4041  
mbsdd1@aol.com

## **TRIG-STAR**

Steve Thingelstad  
Britton Engineering  
& Land Surveying  
PO Box 649  
Black Hawk, SD 57718  
(605) 716-7988  
stevet\_be@rushmore.com

## **EXEC. DIRECTOR**

Janelle Finck  
Fisk Land Surveying & CE  
PO Box 8154  
Rapid City, SD 57709  
(605) 348-1538  
janelle@fisklandsurveying.com

## ADVERTISING FEES

Size	Rates
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

Material Cutoff	Publication
January 15	February 1
April 15	May 1
July 15	August 1
October 15	November 1

### 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.

## FROM THE PRESIDENT:

Yup - retired for over a month now from state government. Cheryl also retired the same day from state government. We have been on our extreme camping trip since June 11. Fifty two South Dakota state parks that have a camp ground in them and we will be in all of these before October 1. As we travel I have been watching for a crew of surveyors working so I could stop and say hello and get a couple pictures. I think the surveyor is a very illusive creature and almost as rare as the Laughing Gull in Tonga. I will keep looking for you in my travels.

Congratulations to the Trig Star Winners. Seems there were some excellent students participating and the scoring was very close. Also thank you to Steve Thingelstad and the other West River Chapter members that helped at the Trig Star competition. Your dedication to this program is wonderful and I hope the young people you meet also express gratitude for your bringing this to them. I know I am thankful for others that volunteer to make the profession noticed and understood.

More on the SW corner monument of South Dakota. Dean Scott has been conversing with the Nebraska Surveyors and gathering information for the Board of Directors here in South Dakota. The Board has agreed to lend financial support in the amount of \$1000. From last report it sounded like between the states of Wyoming, Nebraska and South Dakota societies this like amount will cover the expense. There may be others that also may be contributing as was done the last time the corner needed a new face lift.

Great news about the sound system we hope to be using at Cedar Shores this coming convention. You folks voiced the need to get one purchased so we could have a few less issues as the speakers or leaders try to do presentations or announcements. The price tag is near \$5000 and is expected to serve us well for many years. Personally, I think this is a bargain as renting is costly for a 3 day period and we still may have problems with a rental. If it is our system we know how to maintain it and if it lasts 10 years the cost per year is negligible. We will have to find a Boy Scout to help transport the equipment as the Executive Director should not have to be the muscle on this.

I wish to continue with some highway information that may be useful to your efforts working not only with the active road right-of-ways but also with those roads that are no longer used because the road has moved or a portion has been straightened leaving the old road right-of-way.

Some state highways get moved far enough from its present position or sometimes just get taken from the state trunk system. When this happens there is

conversation with the counties to take over these sections of old road as a county road or put onto their system. The SDDOT Commission passes resolution for the DOT to pass the road ownership, maintenance and future care to the county. The DOT makes a resolution with the county naming conditions of the transfer (SDCL 31-19-63). This transfer also includes many quit claim deeds created for each quarter section along the road way using if available old highway plats or if not a generic description and width of the land being transferred to the county or sometimes to a city in the same manner. Within a city the only way to describe the dedicated roadway of a subdivision is to use that generic method of width between blocks in the subdivision. This transfer is also shown on quit claim deeds. Over the years the DOT has fallen short of making the land transfers by quit claim deed and are trying to catch up. The surveyor should be able to find the resolution between the county/city and the State that is filed in the court house and see the intent of the road right-of-way ownership. Where might the Register of Deeds file such a resolution? That has been questioned by many (DOT keeps copies, and the Register of Deeds has them sometimes not in the same place in the files).

When the state moves or re-aligns a road and the county does not want any of the old road or right-of-way, that is when the year of the purchase of the right-of-way becomes important. If the right-of-way was purchased prior to July 1986 then the state only has a perpetual easement for the right-of-way. Thus only that portion outside the section line 33 foot is abandoned. There is a big difference between a road being vacated and abandoned. SDCL gives the state and county and city the right to abandon its interest in a segment of right-of-way that was purchased as perpetual easement. This method is done by the governing body (commission) to pass resolution to abandon. This resolution is passed on to the Register of Deeds and the county Director of Equalization. The Director of Equalization has the responsibility by SDCL to put the land on the tax roll to whom they interpret as the owner of the abandoned land (abandonment is the act to acknowledge use of the land is no longer needed by the governing body for road right-of-way). The section line right-of-way merely goes back to its original status of right of way easement under the state statute and can only be vacated by the county when requested by an adjoining landowner and approved by the County. From what I know, the City does not have this same ability.

Right-of-Way, post July of 1986 has mostly been purchased by warranty deed by the state for its highways. There are times when a landowner does not want to give a warranty deed and right-of-way has been purchased with a Highway use deed (perpetual easement) or as a permanent easement for right-of-

*(Continued on Page 7)*







# SDSPLS West River Chapter - Fall Seminar

Friday – September 29, 2017

Journey Museum - 222 New York Street, Rapid City, SD 57701

- 7:30 Registration
- 8:00 **Total Station Scanning** Nathan Kupfer (Frontier Precision)
- 9:00 **Black Elk (Harney) Peak Survey** Jerry Penry
- 11:00 **NE-SD-WY Corner Restoration** Jerry Penry
- 11:30 **Rapid City Base Update** Martin Kost (City of Rapid City)
- 12:00 Lunch (provided)
- 1:00 **Pennington County GIS/Corner Records** Linda Foster (Ferber Engineering)
- 1:30 **Corner Records** Forum
- 2:30 **Recommended Guidelines** Forum (Dean Scott)
- 4:00 **UAV Technology User Update** Mark Lippincott (RDO Integrated Controls)
- 5:00 Adjourn

## Registration 8 PDH

Name (please print): \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

SDSPLS Registrant (Licensed Surveyor) \_\_\_\_\_ \$80

SDSPLS Associate/ Technician/ LSIT/ Retired \_\_\_\_\_ \$40

Non-Members \_\_\_\_\_ \$100

Checks should be made payable to: **SDSPLS West River Chapter**  
Mail to:

Janelle L. Finck (Executive Director) SDSPLS, PO Box 8154, Rapid City, SD 57709  
(p) 605-348-1538 – email: [Janelle@fisklandsurveying.com](mailto:Janelle@fisklandsurveying.com)

## SDSPLS – Board of Directors Meeting

Friday, April 21, 2017

Al's Oasis – Oacoma, SD

Participants: President Fred Leetch, President Elect Nathan Nielsen, Past President Louis O'Donnell, Secretary Eric Howard, Treasurer Travis Kropuenske, Big Sioux Chapter President Aaron Norman, Missouri River Chapter President Dana Edwards, West River Chapter President Linda Foster, Education Committee Chair Kristi Goehring, DPC Chair Don Jacobson, Public Information Committee Chair Mark Lippincott, Standards Committee Chair Dean Scott, Executive Director Janelle Finck, Guest Chad Kucker - Landscape Architect.

1. Call to order at 12.10 (central) by President Leetch.
2. Acceptance of Agenda: ++Motion by Edwards to approve Agenda, 2<sup>nd</sup> by Nielsen. Motion approved. Consensus to move item 8 d) 1) up to accommodate guest Chad Kucker.
8. Old Business
  - d) 1) Board Composite (add Landscape Architect & additional engineer). Introduction of Chad Kucker, Landscape Architect to discuss with the BOD. Kucker hands out a list of current state boards across the country. South Dakota is 1 of only 2 states that does not have Landscape Architects represented. The formula would be to add 1 LA and 1 Engineer to keep the numbers an odd number. Kucker is asking the BOD for support from other professions. They would introduce legislation with the South Dakota Board of Technical Profession with the support of the other professions. Discussion follows:  
++Motion by Nielsen to write a letter of support for the Landscape Architects to the South Dakota Board of Technical Professions. "As a fellow licensed professional we support the concept of allowing licensed Landscape Architects to obtain representation on the South Dakota Board of Technical Professions". 2<sup>nd</sup> by Kropuenske. Motion approved.
3. Secretary's Report – Eric Howard: Approval of minutes for the January 11, 2017 BOD Meeting Minutes and the January 12, 2017 Annual Meeting Minutes. ++Motion by Nielsen to approve minutes, 2<sup>nd</sup> by Kropuenske. Motion approved.
4. Treasurer's Report – Travis Kropuenske: Written report submitted for review. Cleaned up expense line items. ++Motion by O'Donnell to approve the report, 2<sup>nd</sup> by Nielsen. Motion approved.
5. President's Report – Fred Leetch: Conventions were great in Nebraska and Minnesota.
6. Committee Reports:
  - a) Education Committee – Kristi Goehring: Working on scholarship applications for a non-traditional and incoming freshmen applications.
  - b) Legislative Committee – Gary Andersh: No report.
  - c) DPC Report – Don Jacobson: No report. No meeting in 2016 and hoping to set a meeting date for 2017.
  - d) Professionalism & Practice Committee – Dean Scott: Scott has a working document of the next edition and will check with Gary Andersh if we want that online. Should aim for January 2019, for another edition.

West River Chapter will have a seminar next fall and have a workshop on the document. The current changes have been mostly consistency in language. Chapters are requested to review the following sections and bring comments back to Dean – West River – Chapter 10; Big Sioux – Chapter 11; Missouri River – Chapters 12 & 13. There is an empty section at the end, Chapters are to look for content and report to Scott.

- e) Public Information Committee – Mark Lippincott: No report. "It's Your Land" handout to be placed on the website.
  - f) Membership Committee – Ron Fisk: Summary report provided. Finck states we are down to 283. The high point we had 312±. Jacobson questions why the decline? Finck states a few retired, we lost a few associate and technicians. The convention was down in these categories too. Scott asks how difficult it would be to do some analysis, comparison of LS, retired, etc. Leetch states some of the dual state registrants are going to other states.
  - g) NSPS – Beau Koopal: Finck states Koopal went to the spring meeting and he will include a report in the newsletter. Discussion follows about the young surveyors. Lippincott will get a list of technical training attendees. Foster asks how we will let people know. Finck states we have let them know through the board.
  - h) Trig Star – Steve Thinglestad: No report. Leetch states we are still on track for May 8.
7. Chapter Reports
    - a) West River Chapter – Linda Foster: Meeting was held last month. A Chapter seminar is planned for this fall – tentatively September 29<sup>th</sup> at the Journey Museum in Rapid City. Included on the agenda will be Jerry Penry with his Black Elk/Harney Peak survey, discussion of Recommended Guidelines, corner recordation, and hopefully an UAV update from RDO. 8 PDHs are planned for the seminar
    - b) Big Sioux Chapter – Aaron Norman: Meeting was held April 4 in Tea. There were 10-12 of approximately 20 members at the meeting. They are continuing the Habitat for Humanity house staking with 8 to 10 houses stakes so far this year. Also continuing to work with Rod Breitling and STI in the old part of Sioux Falls for monument records.
    - c) Missouri River Chapter – Dana Edwards. Written report with pictures of the completed trap field. There are 90 kids shooting every week. There will be a meeting in May.
  8. Old Business
    - a) Special Use Fund - Kristi Goehring: Goehring hands out the applications and guidelines for the "Special Survey Related Projects", and the "Hardship" grants. The deadlines will be May 1<sup>st</sup> of each year. This is a working document.  
Goehring passes out the application for Riley Vasknetz (son of Shanon Vasknetz). Discussion follows on how to present the award, cover letter / card etc. Leetch asks if \$300 is where we want to be? ++Motion by



O'Donnell to approve the application of \$300. Foster make a substitute motion of \$500. 2<sup>nd</sup> by Nielsen. Discussion follows. Jacobson calls the question. Motion approved.

- b) 2017 Convention Review: Finck asks for discussion as follows. 2018 will have the same date structure. The first day there was Frontier Precision overlap. A new sound system to be purchased. The hypnotist was great. Are there any other entertainment suggestions? Leetch states there was \$6,199+ from the auction and more to come in.
  - c) Corner Records: Leetch discusses the Register of Deeds Panel at the Convention. Steve Peters provides a written report discussing the lack of Corner Record compliance. Discussion follows. Item is tabled.
  - d) 1) Board Composite (add Landscape Architect & additional engineer). Previously discussed.  
2) Request to add personnel for oversight. Discussion follows. The BOD are in agreement to back the SDBOTP to add personnel for oversight.  
3) Licensure Applicant Evaluation Form. Discussion follows as to what should be allowed as "Surveying Experience" for Licensure. Homework is to review Minnesota's application and produce feedback.
  - e) Recommended Guidelines – Dean Scott: Previously discussed in Chapter Reports.
9. New Business
- a) 2018 Convention Planning. The current cost is \$153 per registrant. Should we raise the fees to keep on track with the cost? Discussion follows on speakers. Leetch states that Nebraska has the BOD up front at the beginning of the meeting before being dispersed. Should we consider this? Discussion also follows about scholarship number and amounts as well as STI grant application.
  - b) SDACO Meeting Update - Goehring and Edwards met with the group. They were well received and would like to have us back for the May 17<sup>th</sup> meeting. Discussion follows. Goehring and Edwards will attend.
  - c) SW State Corner Monument: Discussion to donate to the improvements at the SW Corner Monument. ++Motion by Kropuenske to cover 1/3 of the cost of the restoration up to \$1000. 2<sup>nd</sup> by Edwards. Motion approved.
  - d) 6<sup>th</sup> PM Initial Point: Discussion. Hold and wait.
  - e) State Monument & PM Corners – Fred Leetch: Leetch asks the condition of the initial point. Also discusses whether the corners of the South Dakota boundary are locatable and recordable. Emery Johnson wrote a report on the State Line Monuments on the east side and "Boundary Walker – A South Dakota History" was written by Emmitt Bennett.
  - f) On-Line Records Systems – Dana Edwards: Foster presents a project she is currently working on with corner records and GIS in Pennington County. Edwards states the DENR website shows water well web page.
  - g) Executive Director – Janelle Finck: Finck is giving her 2 year notice. She will finish 2018 and help transition

through the 2019 convention. Next fall decision and hiring to transition and train. Scott states we need to plan on salary overlap and also develop a job description.

10. Next Meeting: TBD

11. Adjourn at 4:30 pm (central)

Respectfully Submitted  
Eric Howard,  
SDSPLS Secretary

---

*(From The President – continued from Page 7)*

way. For those pieces of right of way purchased by warranty deed there will be found a deed for these rights-of-way held, and for those ROW's that get sold when occasion occurs because of re-alignment. Platting is certainly more available and deeds are used for ownership. Though theoretical mile was still used for some years yet on plats.

I would like to give Michael Jordan some credit for getting the DOT brought a little closer to the true measurements of the sections and quarter lines by actually doing some measurements on the ground prior to putting plats together. The mess being that now what is measured and what was estimated from the past do not match very often. Corrective action is not do-able, so the surveyors of the DOT are trying to make things fit as best can be. DOT has also hired licensed surveyors in each of its Regions to find monuments and record measurements to be more in line with the public survey practice.

Disposal of warranty deed right of way is regulated by SDCL. Adjoining owners have the right to first refusal at an appraised value. The state in this condition only issues a quit claim deed withholding the mineral rights per SDCL. ( 31-19-60 and 31-2-27)

What I have found interesting as I watched this unfold over the years is that the road is platted or dedicated on a subdivision plat as a certain width, yet when you measure between the lot corners or block corners from one side of the road to the other the right of way is either wider or narrower. This happens in the rural right of ways as well. I am a believer that the private owner can not have adverse possession against the public ownership. Nor can you include the public right-of-way in the proportioning of the block, lots or mile. To figure this out takes some serious obligation in the decision making. It is stuff like this " that makes us Great".

Maybe that is why state law defines "obligation" : SDCL 21-1-1

Fred Leetch - 2017 SDSPLS President.



# It Pays to Belong

## How NSPS benefits members/ the profession:

### Advocacy Program

- Political Action Committee (PAC)
- US Congress
- Federal Agencies
- Assistance on state specific matters (if requested)
- Other geospatial organizations
  - International Federation of Surveyors (FIG)
  - Coalition of Geospatial Organizations (COGO)

### Education

- ABET-Lead Society for surveying/geomatics program evaluation for accreditation
- Scholarship Program – 15 annual awards

### Licensing/Standards

- NCEES – Participating Organizations Liaisons Council (POLC)
- ALTA/ACSM Land Title Survey Requirements
- NSPS Model Standards

### Outreach Opportunities

- Trig-Star
- Boys Scouts Surveying Merit Badge
- National Surveyors Week

### Certification Programs

- Reduced rates for Certified Survey Technician Program
- Hydrographic Certification opportunities

## Media

*NSPS News and Views* weekly newsletter – Sign up by visiting  
<http://multibriefs.com/optin.php?nsps>

NSPS Radio Hour on [www.americaswebradio.com](http://www.americaswebradio.com) 11:00 am  
Eastern every Monday

Like us on Facebook

Follow us on Twitter @nspsinc

Visit our Blog at [dualfrequency.blogspot.com](http://dualfrequency.blogspot.com)

## Member Discount Programs

### Apparel

NSPS Apparel through Lands' End –  
[http://ocs.landsend.com/cd/frontdoor?  
store\\_name=NSPSINC&store\\_type=3](http://ocs.landsend.com/cd/frontdoor?store_name=NSPSINC&store_type=3)

### Insurance

NSPS Exclusive Insurance Program –  
Assurance Risk Managers  
888-454-9562  
[www.arm-i.com](http://www.arm-i.com)

### PerksCard - a great way to save money!

Getting Started is very easy! Go to [www.perkscard.com](http://www.perkscard.com).  
Click "Register Now" to get started. Group code: NSPS14

## Other Insurance programs available

### Professional Liability

Victor O. Schinnerer and Company  
2 Wisconsin Circle, Chevy Chase, MD 20815-7003

301-951-9746

[http://www.schinnerer.com/product\\_info/design\\_firms/land-surv.html](http://www.schinnerer.com/product_info/design_firms/land-surv.html)

### Individual Life and Health Insurance

#### Marsh Affinity Group Services

1255 23rd Street, NW  
Washington, DC 20037

800-424-9883

[www.insurancetrustsite.com/acsm/default.asp](http://www.insurancetrustsite.com/acsm/default.asp)

### Group Health

#### Mass Marketing Insurance Consultants

4616 John Humphrey Drive  
Orland Park, IL 60462

800-349-1039

[www.mmicinsurance.com](http://www.mmicinsurance.com)

## Automotive

**TireBuyer.com** and NSPS have teamed up to bring you exclusive member savings on tires and wheels. TireBuyer.com is the fastest, easiest way to buy tires and rims. Save 6% instantly on any set of 4 or more tires or wheels! Here's how it works.

1. Go to [www.tirebuyer.com](http://www.tirebuyer.com)
2. Choose your tires and/or rims
3. Use coupon code **GDNSPS14** at checkout and save 6% instantly
4. Choose one of our local professional installers – products will be delivered fast, in most cases, free to the TireBuyer installer
5. Head to the installer and have the tires/wheels installed on your vehicle

Hertz offers members special year-round discounts. Your Hertz CDP#94087 is the key. Call 1-800-654-2210 or visit the Hertz website at [www.hertz.com](http://www.hertz.com) when making your reservation.

Avis provides substantial savings to members. Your Avis AWD number is B287402. To make a reservation with your special AWD Number simply call your travel agency or AVIS at 800-331-1212 or online at [www.avis.com](http://www.avis.com).

**[www.nsps.us.com](http://www.nsps.us.com)**





# Jeffersonian Attitude of the Surveying Profession

By: Michael R. Frecks, PLS

My interest in the land and nature began early on, leading me to a land surveying profession I am proud to be part of today. In the Midwest, even as kids do today, we studied about the early exploration of Lewis and Clark. I may not be a historian, but I did pay attention in school and love to learn the history of an area. The curriculum for a fourth grader is all about the 28-month trek that, as I learned it, began near St. Louis, navigating westward up the Missouri River, over the Rocky Mountains, and down the Columbia River to the Pacific Coast. Many historical signs in the Midwest today denote the trail that I believed was famous only in the Central Midwestern US. You can imagine my surprise when traveling on I-76 through Beaver County, Pennsylvania, when I spotted a historical sign identifying the start of the Lewis and Clark expedition. In fact, researchers with the Lewis and Clark Trail Heritage Foundation have identified 71 sites in Philadelphia known to have been associated, in some way, with Meriwether Lewis and William Clark.

Traveling with Terrametrix as a modern day mapper of the land and using cutting-edge LiDAR technology makes you wonder about those who went before us. I began to question how their journey started and what tools were dedicated for success. This particular day in Beaver County, I learned that in 1803 Lewis led 11 men, called the Corps of Discovery, through the area, camped overnight, and stopped in Georgetown along the Ohio River before meeting up with Clark in Kentucky. Like many US presidents after him, Thomas Jefferson had plans for the land. The stated objective of the Lewis and Clark expedition was to obtain more accurate information about the geography of North America. President Jefferson appointed Clark mapmaker and co-commander of the expedition. The purpose was to complete what I consider to be the first and most comprehensive GIS survey of its time: documenting the territory of the Louisiana Purchase and attempting to find a practical waterway across America.

As a surveyor himself, Jefferson understood the importance of surveying fundamentals math - primarily geometry and trigonometry, and having proficiency in the use of surveying instruments. Lewis had experience as an explorer and outdoorsman, but he did not have surveying skills, so President Jefferson sent him to Pennsylvania to work with surveying and mathematics experts Andrew Ellicott and John Patterson. President Jefferson also knew the importance of having the most advanced surveying equipment, and ordered Lewis to purchase the newest available equipment in the

Philadelphia area. The equipment included not only tools for documentation but also tools for survival.

Now, I must admit my mode of travel this day was much more comfortable than it was by keelboat in 1803, but the reason behind survey equipment that has evolved to LiDAR today remains the same – SAFETY. Survival tools can have many disguises, but the safe efficient documentation of Terrestrial Mobile LiDAR Surveying (TMLS) available now to the profession keeps us out of the red zone and safely out of harm's way. In addition, the uses for survey-grade LiDAR can help survey companies take on projects that they normally couldn't, and this helps them grow their services. The technology is attractive to our "PlayStation @ youth", so it is appealing to the next generation; rejuvenating interest in what many fear is a dying profession. According to the National Society of Professional Surveyors (NSPS), survey jobs are plentiful, exciting, and varied with many paths to choose. Technology advancements in recent years will keep the demand for surveyors high. In fact, the 2012 report\* from the Bureau of Labor Statistics, US Department of Labor, predicted a 10 percent increase in the number of land survey jobs between 2012 and 2022.

I understand that, like Lewis, most surveyors chose the profession because of their love for the outdoors. Sitting inside at a computer is not necessarily appealing, but the smart surveyor will learn to apply his or her instincts into new markets and leverage the technology. However, even today, President Jefferson's foresight reflects the increasing complexity of land surveyor skills and the integral role this profession plays in the development of the United States. Land surveying is the science, art, and technology of locating relative positions on, above or below the surface of the earth. In a dynamic world, there are new technology approaches emerging to determine precise geographical boundaries; conduct reconnaissance for the proper construction of new roads, buildings, and maps; and collect as-built documentation. Today, fundamentals need to be expanded to include Global Positioning Systems (GPS) and LiDAR applications in the field as well as technician compliance of CAD systems.

So, if we can learn anything from history about the continued value of our profession, just look at the infrastructure around us. These buildings, roads, and bridges did not exist when Lewis and Clark made their trek to the Pacific Ocean. I am in awe of the built-up environment that has developed in the past 150 years and proud to know it required the tools and knowledge of my profession. I often wonder and ask the question, "How would President Jefferson, Lewis, and Clark react to seeing our 'built America' and the survey tools we use today?"

---

As seen in [Georgia Land Surveyor](#), Spring 2017

**SDSPLS Board of Directors Conference Call**  
Friday, July 28, 2017

(This report subject to Board approval)

Participants: President Fred Leetch, President-Elect Nathan Nielsen, Treasurer Travis Kropuenske, NSPS Director Beau Koopal, West River Chapter President Linda Foster, Big Sioux Chapter President Aaron Norman, Missouri River Chapter President Dana Edwards, Legislative Committee Chair Gary Andersh and Executive Director Janelle Finck.

1. Call to order at 8:00am (central) by President Leetch.
2. Acceptance of Agenda: ++Motion by Nielson to approve the agenda as printed, 2<sup>nd</sup> by Foster. Motion approved.
3. Secretary's Report – Eric Howard: Approval of the minutes for the April 21, 2017 BOD Meeting. Leetch points out a typographical error in item 6. g). The conference call has an abbreviated agenda and Leetch clarifies that discussion will resume on some of the previously discussed items. ++Motion by Nielson to approve the minutes with correction, 2<sup>nd</sup> by Koopal. Motion approved.
4. Treasurer's Report – Travis Kropuenske: Written report submitted for review. Expenses tracking as anticipated. Finck points out that the Mutual Fund account has a current balance of \$131,026.30 (end of June). ++Motion by Koopal to accept the report as provided, 2<sup>nd</sup> by Norman. Motion approved.
5. President's Report – Fred Leetch: Leetch acknowledges Kristi Goehring and Gary Andersh for participating in the May SDACO meeting and comments on the Trig Star results.
6. Committee Reports
  - a) Education – Kristi Goehring: No report
  - b) Legislation – Gary Andersh: This year's legislative session has little impact on surveying. In general, the bills that might have affected surveying did not make it out of committee. The non-meandered water rights statute will sunset in the summer of 2018 so discussion and activity is anticipated in 2018.
  - c) DPC – Don Jacobson: No report
  - d) Professionalism & Practice – Dean Scott: No report
  - e) Public Information – Mark Lippincott: No report
  - f) Membership – Ron Fisk: No report
  - g) NSPS & Young Surveyors – Beau Koopal: General update on NSPS including participation in the American School Counselors Meeting in Denver and the UAV Committee. Young Surveyors is looking for new members. Beau will step down and indicated that Dani Huewe had expressed an interest in serving. The fall conference is in Texas. The BOD can appoint Dani to temporarily represent SDSPLS at the upcoming meeting but will need to provide additional funds for travel expenses. A permanent appointment to the NSPS Young Surveyors group can be made at the 2018 Annual Meeting and ongoing expenses included in the 2018 budget. ++Motion by Nielsen to appoint Dani Huewe to represent SDSPLS at the fall NSPS Young Surveyors meeting and to fund an additional \$1,500 in

travel expenses, 2<sup>nd</sup> by Foster. Motion approved. Koopal to contact Huewe.

- h) Trig Star – Steve Thingelstad: Finck reports that we are waiting on the results of the national exam.
7. Chapter Reports
    - a) West River Chapter – Linda Foster: Plans are still under way for a 1 day conference on September 28<sup>th</sup>. Registration information to follow by email and in the August newsletter.
    - b) Big Sioux Chapter – Aaron Norman: The Chapter has not had a meeting since April, but they plan to meet again in September.
    - c) Missouri River chapter – Dana Edwards: No report
  8. Old Business
    - a) 2018 Convention
      - 1) Sound System – Finck provided a list of equipment and proposal from Haggerty's Musicworks in Rapid City. Gary Andersh asks if the membership approved a specific budget amount for the equipment purchase. No budget was approved. Expenditure to be made from the Special Use Fund. ++Motion by Koopal to approve and accept the proposal for sound system up \$5,000.00 from the Special Use Fund and to request Kristi Goehring to fill out the appropriate grant application, 2<sup>nd</sup> by Kropuenske. Motion approved.
      - 2) Banquet Entertainment: Finck requests support and suggestions for banquet entertainment. The search only gets more difficult each year as there is not a large resource pool for general entertainment with a limited budget.
    - b) SW State Corner Monument Update – Dean Scott: No report, but it appears that repairs have been completed and commitments for funding were secured. We are waiting on notice of the division of costs.
  9. New Business
    - a) Carl Gunderson Statue – Pierre: SDSPLS has received notice that they are beginning to raise funds for the Carl Gunderson governor's statue in Pierre. Gunderson was the 11<sup>th</sup> Governor and 13<sup>th</sup> Lieutenant Governor. Historically, Gunderson could be considered South Dakota's most prominent or publically known surveyor. Costs for funding 25% of the statue are \$18,000 and include 1 line on the plaque with a limit of 50 characters. Finck asks if there might be an opportunity for additional information on Gunderson's surveying career – either in printed material or on-line information associated with the statue project/walking tours. Total statue costs are \$72,000. Discussions regarding the possibility of committing funding of \$3,000 per year for 6 years. The question of interest and funding to be brought to the general membership at the 2018 Annual Meeting.
    - b) Non-Meandered Waters: Generally discussed in the Legislative Committee Report. Nielson expresses concerns about who and how these boundaries are determined. SDSPLS to keep watch for legislation in the upcoming 2018 session. Andersh indicates that there are links to discussions on the Game Fish &



Parks website if anyone is interested.

- c) Executive Director Position Search: Koopal mentions that some other states go to outside sources or management firms. That approach can have resource and technology advantages but may lack the personal knowledge or interaction with members. Foster requests a general list of duties. Nielsen indicates that a committee should be formed to examine both local and outsourcing of services.

10. Next Meeting: Mid to late October with specific date and location to be determined.

11. Adjourn: Call adjourned at 9:22 am (central)

Submitted by Janelle Finck on behalf of  
Eric Howard,  
SDSPLS Secretary

**One benefit of summer  
Was that each day we had  
More light to read by.**

**- Jeannette Walls -**

## **DATES TO REMEMBER**

### **West River Chapter Fall Seminar**

Friday – September 29, 2017

Journey Museum

Rapid City, SD

(see page 5 for registration information)

### **2018 SDSPLS Annual Convention**

January 10, 11 & 12, 2018

**(Wednesday, Thursday & Friday)**

Cedar Shore Resort – Chamberlain, SD

For reservations call: 1-888-697-6363

**Rooms are still available**

**Ask for the SDSPLS Room Block**

# **SURVEY**

MARKING PRODUCTS

- SURVEY MARKERS & MONUMENTS
- CONCRETE MARKERS & DRILL BITS
- SURVEY NAILS & WASHERS
- REFLECTIVE TARGETS & PRISMS
- FLAGGING & WITNESS POSTS



**FIND US ONLINE**  
[www.berntsen.com](http://www.berntsen.com)



**CONTACT US BY EMAIL**  
[surveymark@berntsen.com](mailto:surveymark@berntsen.com)

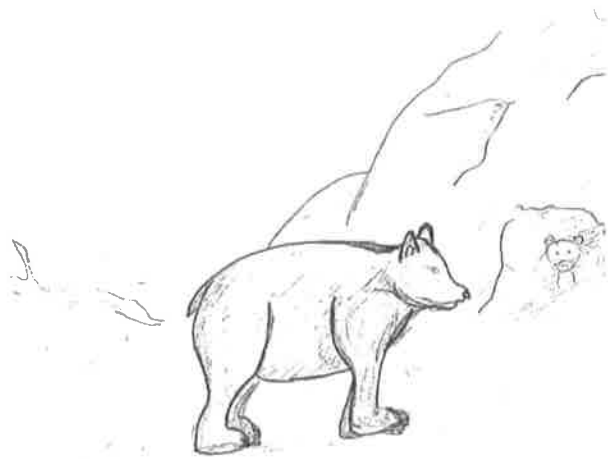


**ORDER BY PHONE**  
877.686.8561

# **Berntsen®**

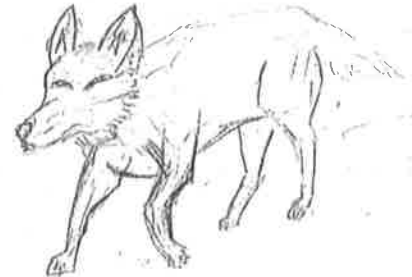
**MARKING THE INFRASTRUCTURE OF THE WORLD™ | WWW.BERNTSEN.COM**





One of the wolves came right up like a friendly house pet, but the other one was leery of getting too close.

The owner said "This one is a real sweetheart" pointing to the friendly one. "No one has been able to touch that other one except for the guy it jumped on last week."



## BEAR WITH ME...

By: Ben Lamke RPLS

I was looking over some aerial photos for an upcoming project, and noticed that one of the controlling corners for the project was inside of the bear enclosure of a local tourist attraction called "Bear Country". Bear Country is a popular tourist attraction in the Black Hills of western South Dakota where guests can dive through a reserve and view various wildlife that are generally native to this area or region (or were at one time) including elk, wolves, mountain lions, and bear. Hence the name "Bear Country". I wasn't going to need this point unless other points I needed for control were missing, so I didn't give it much thought. As the project progressed it became apparent that I was going to have to see if I could get inside of the park to search for this corner.

I rubbed behind the ears of the friendly one noticing that she was a just a little bit nippy with those big teeth. I didn't let her get too close to my face.

So I grabbed the metal detector out of the staking bag and began sweeping the area searching for any metal.

At that moment, the skittish wolf grabbed the bottom of my staking bag in his teeth, dumping the contents on the ground, and started playing with it. Throwing the bag up in the air and prancing around with his prize. The second wolf joined in on the fun. The owner yelled and grabbed a couple of wood stakes that had been dumped on the ground and took off after both wolves who were having a great time playing keep away.

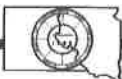
I went into the gift shop and asked if they had any information on the property that the attraction was located on, and explained that I was searching for a tie to a particular corner located inside of the bear enclosure. They said that they didn't know of any documents in regards to the property, but if I wanted to go look I was welcome to it. They asked if I wanted to go with someone, or just go out on my own. I said that it would be nice if someone would come with me.

So we set off from the gift shop in two separate trucks and drove over to the spot I had shown them on the aerial photo. I grabbed my GPS unit, and staking bag with stakes, a shovel, and metal detector, and started towards the search area. It turns out that the search area is 50' from the entrance to the bear's winter den. Several bears were milling around and the owner shooed them away like flies. I marked the center of the search area with the GPS, just as two fully grown wolves came trotting up.

The owner said "Oh look! Here comes my yearling wolves. This is their first year in with the bears."



I watched in amazement as the wolves and the owner ran away. Soon, I realized that they were really getting far out there, and turned to see a full grown black bear standing about 6' away from me, just staring at me like a curious child. About a half dozen other bears were milling around within 30' of where I stood. I thought that



I should get a picture because no one is going to believe this.

As I reached for my cell phone, it started to ring!

I have different ring tones, and the particular ring for this call was the theme from *The Good, The Bad, and The Ugly*. You know the one that starts with a whistle ♪♪♪, then Wah Wah Wah. At that point all of the bears within earshot turned their heads and looked at me. I didn't know if it was because they thought that some kinda' nut had wandered into their enclosure, or if it was their dinner time, and 'surveyor' was on the menu today.

I grabbed the phone and answered quietly "hello?" It was my wife, and I told her in low calm tones that I was at Bear Country inside of the bear enclosure, and there were a bunch of bears staring at me right now.

She responded with "So, Mickey is buying tickets to the 'Home Free' concert, do you want to go?"

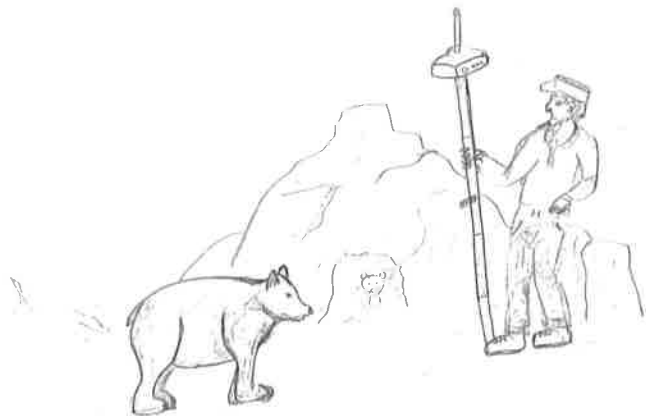
"So!" I said. "No really, I'm in with the bears! They're all around me!" as calmly as I could muster.

"Well, do you want to go, or not?" she shot back.

"Sure" was my exasperated answer.

"Ok, Bye" she chimed, and hung up.

The one really close bear still stood there, staring, perhaps wondering if I would really taste like chicken, which is what bears always say about surveyors, I guess.



Well, I again swung the detector around the search area with no luck. All the while trying to keep track of all of the bears that were near me. I then switched to the shovel, and began probing for a stone in the grass. After a time it hit rock and I knelt down to investigate the stone that I had found. Down closer to 'bear in the face' level. I cleaned the stone off and rotated it this way, and that way in the sun looking for the tell-tale marks that would tell me it was the original survey stone. There were a few 'maybe' marks that my imagination might convince me were valid, but nothing for certain.

By this time the owner was finally coming back with the staking bag in hand. The wolves were trotting along behind him as he came. He had gotten ahold of the bag when the skittish wolf had let the friendly wolf have a turn at playing keep away, fortunately she wasn't as good at the game and the owner had grabbed the bag.

"Have any luck?" he asked.

"Well, I have a stone that is the right size and type, but I can't seem to find any marks on it." I answered.

The wolves and the bears closed in again.

I probed around a bit more with the shovel but no other stones were found. The owner waved the bears back a bit more.

Finally, I said "I'm going to shoot this stone in place, and I can check the fit to other points later. I think I'm done for now."

We turned to go back to the trucks, past a dozen bears now, and found one bear sitting on the back of the owner's truck, and another licking the outside mirror of my truck. The owner started yelling and waving his arms and the bears began to scatter, and we made our way back to the relative safety of the vehicles.

Wow! That was really cool, but it was also really dicey!

I knew that without pictures for proof, that people would have a hard time believing me. My story sounded like a tall tale!

The facts above are all true. It really happened. For the sake of entertainment, and for a punch line in a tall tale, I have added the following ending:

When the bears got too close to me I remembered reading somewhere that if you threw something at them that had your scent on it, that it would distract the bear and give you a chance to get away. I had a pocket full of coins so I started tossing one coin at a time to the closest bear. He sniffed it and then grabbed it up and swallowed it. I would toss another coin and he would scarf it up. After several coins I gave up on distracting him. When the owner came back I told him what I had done, and he said that he would have the vet give the bear something to help him pass the coins.

Later that week I called the owner to see if the bear was ok.

His answer was... "No change yet."

# BOUNDARY MONUMENTS

## Natural, Artificial, Electronic

By: Gregory Clark, PLS, PE

Monuments are used to define the physical location of land boundaries. Actually, it's the spot on the ground occupied by the monument that identifies boundary location, while the monument acts as a guide for locating that unique spot. Removing or destroying the monument does not diminish the importance of the position originally occupied by the monument.

According to BLACK'S LAW DICTIONARY:

*Monument – Anything by which the memory of a person, thing, idea, art, science or event is preserved or perpetuated.*

In real-property law, surveying monuments are visible marks or indications left on natural or other objects indicating the lines and boundaries of a survey. In this sense the term includes not only posts, pillars, stone markers, cairns, and the like, but also fixed natural objects, blazed trees, and even a water course. A boundary monument is any physical object on ground which helps to establish location of line called for; it may be either natural or artificial, and may be a tree, stone, stake pipe, or the like.

Natural monument. Objects permanent in character which are found on the land as they were placed by nature, such as streams, lakes, ponds, shores, and beaches; sometimes including highways and streets, walls, fences, trees, hedges, springs, rocks, and the like.

We can cite a favorite text on Boundary Surveying and find varying definitions, or we can search case law to find how monuments are described in various jurisdictions and under certain circumstances. Through our training and experiences we come to acquire a pretty good sense of what objects can be classified as monuments; natural monuments, or artificial monuments.

The word "object" is commonly used when defining a monument. This infers something that can be tripped over, waded across, jumped over, or climbed upon; a thing that must be seen, touched, or sensed in some way to be appreciated.

Monuments are the main characters in the defining of land boundaries. Measurements, maps, and descriptions play important supporting roles, and can enhance the status of the monument, but should never be confused with the lead character.

Natural monuments are normally given more value than artificial, but we can sometimes give argument to the

contrary. A blade of grass with dabs of fingernail polish may be natural, but not durable enough to be useful compared with a solid iron pin. Most of us agree that a tree fits as being natural, but should we consider it artificial if planted by humans? Streams, rivers and such are without questions natural; the boundary is expected to drift with the normal workings of nature.

Boundary surveyors recover and refurbish monuments established 100 years ago, and we set new monuments for the benefit of society in coming years.

Monuments found as described on the deed are great, but at times courts have also held monuments as true even if not mentioned specifically on paper.

Most of us are familiar with "order of importance of conflicting elements" as it pertains to land boundaries. The order of items in the list reflects an intertwining or interdependence of case law and the practice of land surveying. Monuments are at the top of the list. Coordinates are at or near the bottom of the list because traditionally coordinates were derived from calculations based on measured directions and distances. In recent times, applying GNSS technology, coordinates are first determined and subsequent calculations provide direction and distance. Coordinates will likely climb the list of hierarchy in coming case law. I don't see monuments being toppled from the top, but evolving technologies may supplement their standing.

Boundary monuments preserve and perpetuate locations on the ground, which is higher importance than locations described on paper. We don't live, eat, sleep, or plant gardens on paper; we do those things on the land. Monuments are essential for benefit of current landholders, but equally or more so for future generations. Retracement surveyors, not to mention society in general, will be forever beholding to those original surveyors that incorporate sufficient monumentation into the performance of their duties.

Durability, immovability, and findability are three factors to be considered when judging the quality of a boundary monument. Is the object composed of material that will maintain integrity for decades or centuries? Is it situated in such a manner as to not be easily disturbed or removed? Can it be found or recovered with reasonable effort?

If a tree fell in the woods and no one heard it hit the ground, did it make a noise? If a boundary monument still exists but cannot be found, is it still a monument?

Perhaps one day it will become common to install electronics, microchips-of-sorts, or "corner chips", onto boundary monuments that can store data, detect movement, and transmit/receive signal. If a backhoe disturbs that corner rebar we could then know if original location has been compromised. If corner chips could





transmit and receive signals, sending light beams between, could it be as viable as a fence when determining lines of possession? Perhaps one day a landowner will press a remote button to create a wall of color from ground to a height of 400 feet around his perimeter. Upon becoming licensed we might be issued a permit to carry; not a gun, but a scanner that can find and read the data on a corner chip implanted in a boundary monument.

I suspect I am not the only one tempted to give up the search too soon. If I send six more days, including holidays and weekends, turning over every leaf and raking the ground there might be a chance of finding that stone mentioned in two deeds. If only G W had planted a corner chip beside the stone that can be found using my new sensor...!

Technology has dramatically changed our methods over the past handful of decades. Push a button to measure distances instead of stretching a chain. Record notes on a data collector instead of writing in field books. The use of GNSS to determine position instead of triangulation and adjustment. CAD drawings have essentially replaced ink on mylar. Even though an electronic gadget no larger than a pencil eraser inserted into the ground could theoretically be considered a monument, it's probably a good thing monuments are still physical objects that can be seen and touched; not affected by power failures or satellites becoming disabled. Land boundaries are an essential element in the maintaining of organized society and not something to be trifled with.

An electronic monument should not be used in lieu of, but as supplement to a physical monument. Keep the hard copy just in case.

If we can utilize a non-traditional technology proven to be sustainable for considerable length of time we should consider using it. Can the corner chip implanted in a tree root or rebar cap be sensed by tools available to retracement surveyors 50 years or more from now? If we can improve on durability, immovability and findability we should do so.

Our profession provides a service for the ages, not merely the now. Per quote from a 1912 book by A. C. Mulford titled Boundaries and Landmarks:

*"... the profession of the Surveyor deals with one of the oldest and most fundamental facts of human society – the possession and inheritance of land. Fire, flood and earthquake wipe out the greatest works of the engineer, but the land continueth forever."*

Few outside our profession appreciate the value of our services. We know it and courts of law know it; that monuments are crucial to the defining of land boundaries. This is a fine example of things not easily

understood merely by researching records or from a computer screen, but requires experience and training of the persons walking the land. Us.

As seen The Pennsylvania Surveyor, Spring 2017

**RETIRING?  
NEW HIRE?  
ANNIVERSARY?  
OPENING A NEW OFFICE?**

**SHARE YOUR NEWS  
WITH SDSPLS**

**SEND YOUR ANNOUNCEMENT  
OR PDF DOCUMENT TO JANELLE AT**  
[janelle@fisklandsurveying.com](mailto:janelle@fisklandsurveying.com)

**Your time is limited, so don't  
waste it living someone else's life.  
Don't let the noise of others' opinions  
drown out your inner voice.  
And most importantly,  
have the courage to follow your  
heart and intuition.**

**-Steve Jobs -**

# Land Surveyors Insurance Program

## Land Surveying is no easy task.

It takes a crew of dedicated, hard-working specialists to turn points into boundaries. A faulty instrument, calibration error, a lapse of concentration, or even uncooperative weather can turn the task at hand into a liability nightmare.

We at NSPS have joined forces with Assurance Risk Managers Inc. dba ARM Multi Insurance Services to provide you with a great multi-carrier program that offers competitive rates, be of service attitude with state-of-the-art on-line risk management, and loss control services finally causing one to say, "It Pays to Belong". Our program will tailor a land surveyor's insurance policy to protect you and your crew from those exposures that you face everyday.

Even the most well run business can face disaster. Despite your hard work and successful management, the unexpected can occur. Whether you have a crew or work on your own, focus on residential jobs, commercial work or both, boundary surveys or construction staking, your specific operations come with a set of exposures and challenges that require the experience and expertise of a firm that specializes in protecting the land surveyor for over 20 years. That firm is Assurance Risk Managers dba ARM Multi Insurance Services and the NSPS Insurance Program.

Our program can cover you for injuries and damages caused to your customer or employees; damage to your equipment in the event of a loss; damage or loss to your trucks, trailers and other vehicles; error & omission; and much more.

We also understand the importance of Professional Liability (Errors & Omissions) coverage to secure that contract, defending your work performance, or in proving that you operate your business in compliance with state and local government rules and regulations. As a Design Professional specialist, and through our multi-carrier approach with A- or better insurance companies, we can provide you with the Professional Liability policy you need at affordable pricing.

But, we go even further. Providing land surveying services may be just the beginning of what you may offer and understanding all the services you make available is critical at Assurance Risk Managers and the NSPS Insurance Program. We will review your operation in detail to make sure you have the right coverage and adequate limits for the services you are providing as your ONE STOP SHOPPING experience.

### Program Coverages:

- General Liability
- Inland Marine/Survey Equipment
- Personal Property
- Computers/Media & Data
- Automobile
- Valuable Papers
- Umbrella / Excess Liability
- Workers' Compensation
- Errors & Omissions/Professional
- Pollution Liability
- Bonding
- Personal Lines
- Health/Life/Disability Insurance

Call the  
**ONLY ENDORSED**  
Agency today!



Tele: 888-454-9562  
Email: [surveyor.insurance@arm-i.com](mailto:surveyor.insurance@arm-i.com)  
[www.surveyinsurance.com](http://www.surveyinsurance.com)

**Assurance Risk Managers**  
dba ARM Multi Insurance Services – License #0C73841





## Program Features:

- ✓ Package Coverage (including Workers' Compensation)
- ✓ Multi Carrier access
- ✓ NSPS member discounts
- ✓ Competitive Rates
- ✓ Experienced & Dedicated Sales and Service Team
- ✓ On-line Risk Management & Loss Control
- ✓ Certificates of Insurance – Same Day Service
- ✓ Blanket Additional Insured
- ✓ Per Project Aggregate upon Receipt
- ✓ Flexible Financing Options
- ✓ Available in All States
- ✓ Support for National Society of Professional Surveyors (NSPS)
- ✓ ONE STOP SHOPPING EXPERIENCE

## How Do I Get Started?

Just call our toll free call center at  
888-454-9562 to get started!

- Easy application process
- Dedicated Sales Team to help you during the quoting process

## What Do I Need to Prepare for a comparison Quote?

- Supplemental application completed
- Drivers List to include date of birth, license number and complete name of employee
- Vehicle List to include serial numbers, make, model & value
- Equipment Schedule to include serial numbers, make, model & value
- Employee Payroll by Class Code
- Workers' Compensation Experience Modification
- 5 years Loss Runs by line of coverage, currently valued (issued date within 30 days)

Call the  
**ONLY ENDORSED**  
Agency today!



Tele: 888-454-9562  
Email: [surveyor.insurance@arm-i.com](mailto:surveyor.insurance@arm-i.com)  
[www.surveyinsurance.com](http://www.surveyinsurance.com)

**Assurance Risk Managers**  
dba ARM Multi Insurance Services – License #OC73B41



# Railroad Crossing Safety

By **Joe Breaux, RPLS**  
**TSPS Safety Committee Chair**

Do you know that we are 40 times more likely to be killed in a collision with a train than in a collision with another car? Nationwide, a person or vehicle is hit by a train about every 3 hours (crossing accidents and trespassing into railroad rights of ways). Not good odds the way I see it.

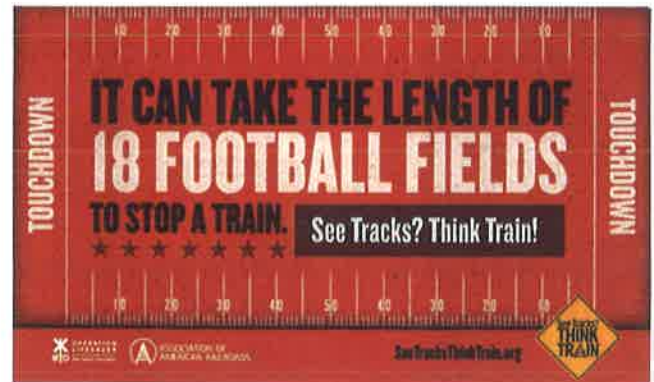
See Tracks? Think Train! – that is the slogan of Operation Lifesaver, a non-profit organization providing public education programs in all 50 states to prevent collisions, injuries and fatalities on and around railroad tracks and highway-rail grade crossings. Of course we think of the possibility of a train running over railroad tracks when we approach them, don't we? No, surprisingly, that is not always the case. The state of Texas ranked first in the nation in 2015 in at grade crossing collisions with trains with 224. California ranked number 2 in this category. Texas in 2015 also had 19 deaths and 98 injuries. That is not something we should be proud of, but we are down in all of these categories from the previous year<sup>1</sup>.

Although we're told the numbers are down, why are these numbers still so high? It could be complacency, or lack of attention, or distracted driving, or a number of causes. But, I am reluctant to use the word reasons because I don't buy it that complacency, distraction, or other causes are reasons to gamble with our lives and the danger of having a collision with a train at a rail road crossing. So why do so many collisions still occur? I think that complacency and distraction are major causes. Speaking for myself, I know that I have driven over the same set of tracks daily for a number of years and occasionally didn't look out for a train. On occasion I have even been stopped by a train so I knew that trains ran on that line. If the arms weren't down and no lights were flashing, there must not be a train. But I was lucky I guess, and nothing happened. Sadly enough, I know of a family that lost all of their children due to a collision with a train. It happened at a crossing that they drove over daily on their way to school.

Texas law requires motorists to yield the right of way to trains. This means at all railroad crossings, with or without lights and with or without crossing arms/gates that block the crossing. It is also a violation of state law to cross a train track if a train is visible or by going around crossing arms after they are lowered. Once the crossing arms are down, the road is closed, even if there is no train! Most public road crossings of a railroad have flashing lights and the large X and RR symbol painted on the pavement. Some small or private roads only have the cross buck sign and no flashing lights. Regardless

of the markings, there is always a danger of a train coming when there are railroad tracks.

Think about this, that according to the Texas Department of Insurance the average train weight 12,000,000 lbs (12 million). Put that mass up against a typical car or truck weighing 4,000 lbs (even a few thousand lbs more) and guess which is the winner. The car/truck gets smashed by the train. A train traveling at 50 miles per hour, pulling 100 cars will take about a mile to stop. And surprisingly, many train/car collisions occur during the daytime, with the car hitting a train that is already crossing the road.



So what does one do to prevent having a collision with a train? When railroad tracks are present, always expect a train. And don't count on hearing the train's horn, either. Your car may block out sound well, your music may be loud, or your conversation with passengers could easily block out a distant train horn. More and more cities and towns are passing no train horn ordinance that prevents the train from sounding its horn when passing through certain parts of town. The residents have come to think of the horn as a nuisance.

Paying attention is the first thing that comes to mind. Always be alert for the warning signs and warning devices that indicate a railroad crossing. Even before the tracks can be visible, often a round yellow sign with RXR in block is the first indicator. Many crossings also have a large RXR painted in white on the pavement, in advance of the tracks, and may have an additional white stop line located just before the crossing. Many low vehicle traffic crossings have the familiar crossbuck sign posted on either side of a set of tracks. This is a white X sign with Railroad Crossing in black letters along with a smaller sign showing the number of sets of tracks, if more than one set exists.

Higher volume crossings can have the crossbuck sign with additional red flashing lights. At any crossing once the lights begin flashing, you must stop. Once a train passes, be sure to wait for the lights to stop flashing before proceeding. Also be alert if there are multiple sets of tracks, for another train that could even be going in the opposite direction.

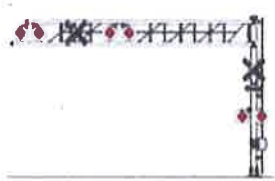


Crossing arms or gates and red flashing lights are placed at the more critical crossings. Gates or crossing arms lower and the lights begin flashing in advance of a train. Again, this type of warning device requires that the driver wait until the arms are raised before crossing the tracks. Keep in mind that it is against the law to go around lowered crossing arms/gates, even if they malfunction. The only exception to going around lowered crossing arms is if directed by a law enforcement officer or an employee of the railroad.

Example of typical railroad markings and warning devices posted before and at railroad crossings are:



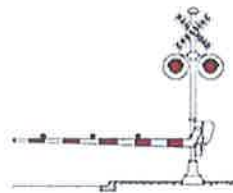
**Advance warning sign**  
(before a crossing)



**Warning signs/devices/lights**



**Pavement markings**  
(before a crossing)



**Gates and flashing red lights**



**Crossbuck sign**  
(at a crossing)

What can we as responsible drivers do to increase our safety and prevent these collisions, accidents and deaths? Here are some suggestions to help us stay safe with respect to trains and railroad crossings:

- Always look both ways before proceeding to cross railroad tracks. A train could come from either direction and with multiple tracks, there could be more than one train at the same time.
- Never stop or get "stuck" on the tracks. Always stop before the tracks or proceed completely across the tracks, allowing clearance for the extra width of the train on the tracks. Remember that a train is 3 feet wider than the tracks, on each side, 6' wide plus the outside width of the tracks. And every surveyor should know the width of standard gauge railroad tracks. Even when in a line of cars stopping for

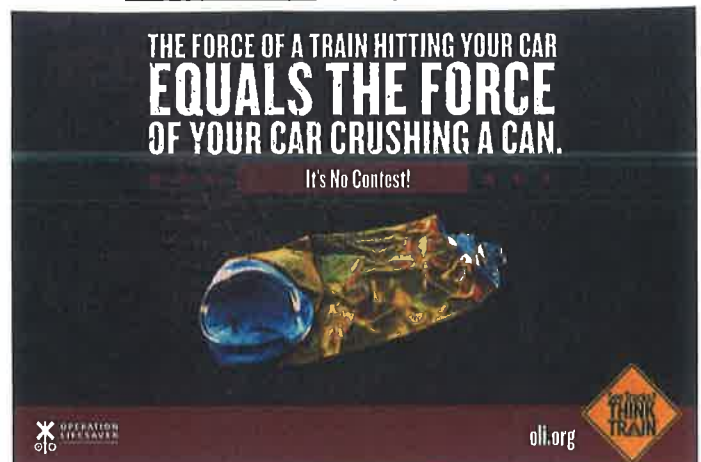
a traffic signal or stop sign on the other side of the tracks, or for any reason, don't stop on the tracks. Think about your vehicle being stopped on the tracks and between others where you can't move off of the tracks. You can only imagine what the consequences could be.

- If your car or truck stalls on a railroad crossing, get out and get away. Run away and call local law enforcement. One recommendation is to run in the direction from which the train is coming so that if your vehicle is hit, you won't get hit by flying debris. Be sure to get away from the crossing.
- If you see a train coming, wait. Don't try to beat it. Trains and cars/trucks don't mix and you may be the big loser.
- Trains cannot stop quickly. Refer to the earlier mention of how long a train could take to stop - up to a mile, even if the train's engineer sees you and tries to stop.
- Watch out for vehicles that must stop at railroad crossings. By law, buses - whether a school bus or a passenger bus - must stop and look for a train before proceeding across railroad tracks.
- If you see a problem at a crossing, call and report it. Each railroad crossing is typically identified by a unique US Department of Transportation (DOT) Inventory Crossing Number consisting of six numbers and a letter, as well as the railroad's emergency contact telephone number. Contact the railroad company or local law enforcement.

Railroad crossings can pose a serious danger to vehicles crossing railroad tracks. Don't cross railroad tracks without slowing down, paying close attention and carefully looking both ways before proceeding. Don't rely on the warning lights, crossing arms or train horns. Be alert and always expect a train, every time. SEE TRACKS? THINK TRAIN!

<sup>1</sup> Based on Preliminary 2015 Federal Railroad Administration Statistics from Operation Lifesaver ® [www.oli.org](http://www.oli.org)

As seen in The Texas Surveyor, January 2017





# Playing Ball in South Dakota

Alfred Lord Tennyson wrote, "In the Spring a young man's fancy lightly turns to thoughts of love." He might well have added thoughts of baseball, too.

The 2017 Major League Baseball season begins April 2.

South Dakotans have not been shut out of making it to the big leagues. At least 43 players born in South Dakota or associated with the state have played in the major leagues, according to the online sources Baseball Almanac and Wikipedia. Here is a look at some of them:

Charles "Deacon" Phillippe was renowned for his control of the ball. On Oct. 1, 1903, he pitched for the Pittsburgh Pirates in the first ever World Series game. The Pirates defeated Boston 7-3, with Cy Young being the losing pitcher. Phillippe was born in Virginia in 1872, but his family moved to Dakota Territory near Redfield when he was young. He first appeared in pro baseball in 1899 and played for the Pirates in all but his debut year. Phillippe never had a losing season in his 13 years in the major leagues.

"Who is the only player to ever pinch-hit for Ted Williams?" – Carroll Hardy, who was born in Sturgis in 1933. He started his career as a professional athlete by playing football for the San Francisco 49ers. After one NFL season, he concentrated on baseball. He made his major league debut in 1958 for the Cleveland Indians. In 1960, Williams fouled a pitch off his foot and could not finish his at-bat. Hardy stepped in and lined into a double play. Hardy also pinch-hit for Carl Yastrzemski and Roger Maris.

Dick Green was a second baseman for the Kansas City and Oakland Athletics from 1963 to 1974, almost all of them as a starter. He was a key member of the Oakland dynasty that won World Series titles in 1972, 1973 and 1974. Green was born in Sioux City, Iowa, in 1941, but moved to Yankton as a youngster and graduated from high school in Mitchell. He lived in Rapid City during and after his big-league career.

Dave Collins, Mark Ellis and Kelvin Torve were all players born in Rapid City who played for the Rapid City Post 22 American Legion baseball program and made it to the major leagues. Collins made his major league debut for the California Angels in 1975. In 1977, he was the first batter for the Seattle Mariners in their first game and scored the franchise's first run two days later. Known as one of the fastest men in baseball, Collins racked up 395 stolen bases during his 16-year career in the major leagues.

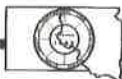
Ellis made his Major League debut in 2002 for the Oakland Athletics. When he retired in 2015, he finished with a .991 fielding percentage. He committed just 60 errors in 1,364 games at second base.

Torve was 28 years old when he broke into the big leagues in 1988 with the Minnesota Twins. His last major league baseball appearance was in 1991.

Terry Francona, who was born in Aberdeen, has twice been named American League Manager of the Year. Under Francona's management, the Boston Red Sox and Cleveland Indians snapped significant championship droughts. His 2004 Red Sox team won Boston's first World Series in 86 years. The Red Sox won the World Series again in 2007. Francona was hired as manager of the Cleveland Indians in 2012. The Indians turned around losing seasons and in 2016, the Indians won their first American League pennant since 1997. They lost the World Series to the Chicago Cubs.

George "Sparky" Anderson was one of baseball's most successful and colorful managers. He achieved the highest mark of achievement in the game when he was inducted into the National Baseball Hall of Fame as a manager in 2000. Born in Bridgewater in 1934, he made his managerial debut with the Cincinnati Reds in 1970. The Reds made it to the World Series that year, losing to the Baltimore Orioles. He was the crank that turned the Big Red Machine, as the Reds dominated the National League in the 1970s under his guidance. The team won four pennants that decade and World Series titles in 1975 and 1976. Anderson managed the Reds until 1979, when he joined the Detroit Tigers. He led the Tigers to a World Series title in 1984. In 26 seasons, Anderson compiled a record of 2,194-1,834. He retired in 1995 and died in 2010.

*This moment in South Dakota history is provided by the South Dakota Historical Society Foundation, the nonprofit fundraising partner of the South Dakota State Historical Society at the Cultural Heritage Center in Pierre. Find us on the web at [www.sdhsf.org](http://www.sdhsf.org). Contact us at [info@sdhsf.org](mailto:info@sdhsf.org) to submit a story idea.*





# ENHANCE YOUR CAREER OPPORTUNITIES

**BECOME A CERTIFIED SURVEY TECHNICIAN (CST)**

This four-level certification program indicates official recognition by NSPS that a person can perform surveying tasks at a specific technical level. Certification provides employers with a method of determining job assignments and advancement since certification is an indication of one's ability to perform specific job tasks. Increase Your Skills. Enhance Your Career Opportunities. Set a Straight Course to Your Future. Become a Certified Survey Technician (CST)!



**NSPS**  
**CST**  
CERTIFIED SURVEY TECHNICIAN

learn more at [nsp.us.com](http://nsp.us.com)  
+1 (240) 439-4615 Ext. 112

Training now available @ [www.learnkst.com](http://www.learnkst.com)



# The Land Surveyor's Guide to the Supreme Court of South Dakota – Part 19 – 1928 to 1930

*This article represents the nineteenth in a series of excerpts from a book prepared by South Dakota licensee Brian Portwood. The complete book can be obtained in PDF form by double clicking on the link in the lower left portion of the SDSPLS Homepage. 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 an oral conveyance control over a written document?

### **Rogers v Standard Life insurance (1928)**

Returning to our review of the Court's treatment of land rights claims implicating the statute of frauds, we encounter a case in which the critical events, that leave a land owner in the vulnerable position of having to preserve his rights to his land on the basis of a mere verbal agreement, play out over a very brief time period, consisting of just several days. Situations such as the one that develops here are made possible by the fact that crucial dates and deadlines are inevitably involved in all transfers of land rights, creating urgency that can turn into emergency when communication is inadequate or breaks down, and the Court's resolution of the conflicting claims that are set forth in this case serves to illustrate that the Court always strives to walk a line which represents a proper balance of law and equity. Whenever the statute of frauds is in play as a potentially controlling factor in land rights litigation, the powerful principles of notice and estoppel invariably prove to be highly relevant to the outcome of the controversy, because the Court has consistently maintained that such equitable factors can play a decisive role in the adjudication of land rights, effectively limiting the applicability of codified maxims of law, such as the statute of frauds. By this time, the Court had already repeatedly demonstrated that it was fully prepared to honor and protect equitable rights to land, which had been acquired by an innocent grantee, through performance of an oral contract or verbal agreement, that would be nullified by an inflexible application of the statute of frauds. In the 1912 case of Steensland v Noel, Steensland claimed that Noel was wrongly occupying a quarter section owned by Steensland, that he had allowed Noel to use only under an oral lease agreement, which Steensland asserted had expired. Noel claimed however, that his agreement with Steensland had actually been an oral conveyance agreement, rather than just a lease, answering Steensland's demand that he

vacate the premises with his own demand that Steensland deed the quarter to him. Noel had erected a house and a barn on the property, without any objection from Steensland, and the equitable rights thus created proved to be the dispositive evidence in the eyes of the Court. Citing the 1907 Stewart case, that we have previously reviewed, the Court decided that the performance of acts constituting permanent improvement of the land at issue by Noel adequately supported his version of the true content of the verbal agreement under which he had taken possession of the quarter, therefore fully upholding a lower court ruling that Steensland was legally required to deed the quarter to Noel. In the case we are about to review, the Court again confirms that the statute of frauds was never intended to enable a grantor to escape any legitimate obligation to convey land, and it cannot be utilized in such a manner, on the mere basis that a grantee trusted his grantor and therefore did not insist upon a written conveyance agreement. The application of the principle of estoppel here by the Court, in support of the proposition that improvements of value made by a grantee, under an oral conveyance agreement, can render the statute of frauds useless to a grantor, would go on to become an important element in the outcome of many future cases, as we shall observe, and this premise was expressly reiterated by the Court in Federal Land Bank of Omaha v Matson, a 1942 case precipitated by an oral lease agreement.

**1918** - Rogers owned an unspecified quarter section of cropland in Gregory County, and he had an adult son who owned an adjoining quarter section of cropland. The location of these two quarters in relation to each other is unknown, but that would prove to be irrelevant, since the issue that would subsequently develop concerning their land involved only their ownership rights and not their boundaries. How or when the father and son had acquired their quarters is unknown, but this was also of no significance, since their chain of title was never questioned. The Rogers family did not personally utilize these two quarters, they lived in Iowa, and their land in South Dakota was cultivated and harvested by tenant farmers. Together the father and son mortgaged their South Dakota land to the Commonwealth Life Insurance Company, as security for a loan of several thousand dollars that they obtained at this time.

**1923** - Rogers and his son were unable to repay their loan on schedule, so Commonwealth foreclosed upon the two quarters that they had used to secure the money. Upon the initiation of the foreclosure action, a one year redemption period commenced to run, during which time the Rogers had the opportunity to retain their quarters, if they could come up with the money. Public notice of the status of this foreclosure was provided, by means of publication in a local newspaper, as required by law, but since they did not live in South Dakota, and apparently rarely if



ever visited their land, this form of notice was of no benefit to the Rogers family, so they remained unaware that foreclosure proceedings against them were underway.

**1924** - Just 4 days before the one year redemption period was due to expire, Rogers, whose son had died at an unspecified time, was personally notified of the foreclosure situation by an attorney. Realizing that he had to act immediately to avoid losing ownership of the two quarters, Rogers somehow obtained the money required to redeem the land at issue, and the next day he drove to the nearest office of the insurance company, which was in Omaha, Nebraska. Upon arriving, he discovered that Commonwealth had just been acquired by the Standard Life Insurance Company, so he explained his situation to the insurance agent who had just taken over the operation of the insurance office on behalf of Standard, telling the agent that he did not want to lose the two quarters, and indicating that he now had the money required to redeem them. After speaking with the president of the company by telephone about the matter, the agent agreed that Standard would deed the South Dakota land back to Rogers, once the company obtained ownership of it by means of a sheriff's deed, upon the expiration of the redemption period, provided that Rogers should promptly deliver a bank draft for the amount due to the attorney who was handling the transaction for the company. Rogers returned home and obtained the required bank draft the next day, and then on the very last day of the redemption period he arrived in Dallas, South Dakota, where the office of the company attorney was located, but since the attorney was out of town, he left the bank draft with a company clerk, and then returned home, in the belief that the matter had been successfully resolved and the quarters had been saved for the family. Upon returning to his office a few days later, the attorney found the Rogers bank draft, but shortly thereafter, Holmes arrived at the attorney's office and offered to acquire the two quarters from the company at a higher price, so after informing Holmes that the company had already made a deal with Rogers involving the same land, the attorney mailed both offers together to the company headquarters in Saint Louis, Missouri. Standard directed the attorney to accept the higher offer that had been made by Holmes, so the attorney mailed the bank draft back to Rogers, and entered a contract for deed with Holmes. Upon learning what had taken place subsequent to his trip to the attorney's office, Rogers filed an action against Standard, seeking to have the company compelled to convey the two quarters to him, instead of to Holmes, in fulfillment of the verbal agreement to that effect, which had been made between Rogers and the company agent in Omaha. Upon learning of the legal action that had been filed by Rogers, Holmes filed an action of his own against Standard,

seeking to compel the company to fulfill the terms of his contract for deed, by conveying the same land to him. These two legal actions were combined into one, with Rogers being deemed the plaintiff, Standard being the defendant, and Holmes participating as an intervener.

Rogers argued that he had a valid conveyance agreement with Standard, which should be deemed to be legally binding upon the company, despite the fact that it was unwritten, because both he and the agent in Omaha, who had represented the company in making the agreement, had the authority to enter a binding conveyance agreement, and because he had done everything required of him under that agreement, thereby bringing it within the performance exception to the statute of frauds, so the company was legally bound to convey the two quarters to him. Standard, acting as the defendant, made no arguments whatsoever, since the company had no serious stake in the outcome of the dispute, and simply agreed to convey the land in question to whichever party ultimately prevailed in this litigation. Holmes, acting in his capacity as a legal intervener, which in effect placed him in the shoes of a defendant, since his goal was to overcome the rights being asserted by Rogers, argued that the statute of frauds applied to any conveyance agreement between Rogers and the Standard agent, therefore no such agreement could be treated as legally binding, and Standard had at all times been free to agree to convey the quarters at issue to Holmes, which had been done, so Standard was legally bound to convey those quarters to him, under the terms of his contract for deed with the company. The trial court found that the evidence relating to the oral conveyance agreement alleged by Rogers was sufficient to justify an estoppel against Standard, preventing the company from conveying the land in question to anyone else, after having agreed to convey it to Rogers, confirming his right to a deed from Standard, and negating the contract for deed held by Holmes.

In several important respects, the controversy that had resulted in this case was distinctly similar to the one that had resulted in the Stewart case of 1907, previously reviewed herein, which was also centered upon the statute of frauds, and focused upon the Court's interpretation and implementation of that important statute governing conveyances of land rights. Three of the most important factors that had appeared in the Stewart case, which were present again in this scenario, were the fact that the ownership of an entire tract of land was involved, so no boundary or description issues were in play, the fact that there was no written evidence of any kind whatsoever supporting the purported conveyance agreement, and the fact that the party opposing the alleged oral agreement made no attempt to deny the actual existence of that agreement, simply taking the position instead that no unwritten agreement could

*(Continued on Page 24)*

control. There were definitely some very significant differences as well however, such as the fact that in this instance the real legal battle was waged between two grantees, Rogers and Holmes, rather between a grantor and a grantee, as is more typically the case, and also the unusual fact that one of the litigants was a former owner of the subject property, who was essentially attempting to avoid completely losing the land. As was also noted in reviewing the Stewart case, the Court always takes careful note of the possession status of the land at issue in such conflicts, and Stewart's possession and investment in the lots he was acquiring was key to his success, but here that factor provided an interesting twist, since the Court is normally concerned primarily with determining to what extent a grantee has taken possession under an alleged conveyance, yet here that often vital element was missing. Because Rogers had already owned the land in question for many years, he took no new possession as a consequence of the alleged conveyance agreement made in Omaha in 1924, he simply made a payment on the land and returned home to Iowa, trusting that the two quarters would remain under his control, he never even visited the land in controversy, nor did he make any new or additional investment in improving the subject property in any way after the oral agreement, upon which his rights depended, was made. Rogers did benefit however, from the important principle, pointed out previously herein in the context of adverse possession, that any authorized tenant, such as a renter or lessee of any land, stands in the shoes of his landlord, for purposes of physical possession of all of the land in question, so the presence of a tenant upon the land is equivalent to the owner of the land being there in person and making actual use of the land himself. Nevertheless, the fact that Rogers took no action in direct reliance upon the alleged oral conveyance agreement presented a potential flaw in his case, which Holmes no doubt hoped to pounce upon and take advantage of, but the Court observed that there was another basis upon which to justify the outcome of this dispute, which it deemed to be even more crucial than physical possession or improvement of the land under these circumstances:

*"the insurance company ... agreed to deliver to Holmes a quitclaim deed to the premises. At the time of the execution of this contract, Holmes had actual knowledge of the equities and rights of Rogers in the premises and knew that Rogers was in possession ... his tenant, who was also occupying as tenant the quarter owned by the estate of respondent's son, had more than 100 acres of each tract under cultivation ... appellant was not a purchaser in good faith of the premises ... respondent has been ready, willing and able to pay the full amount due for redemption ... respondent relied upon the statements made by the insurance company ... because of such reliance respondent failed to redeem from such*

*foreclosure ... the year for redemption expired ... a valuable right had in the meantime been lost ... by reason of such statements ... the company was estopped to deny respondent's rights ... respondent was the equitable owner ... the insurance company held the legal title in trust for respondent ... the insurance company was bound by the acts of these corporate agents ... appellant contends that the agreement ... was, at best, simply a parol agreement ... such a one as comes within the statute of frauds ... but this does not abridge the power of any court to compel the specific performance of any agreement ... an oral contract for the sale of real property, if partly performed, may be specifically enforced ... To sanction the taking of such an unconscientious advantage, through the forms and the technicalities of law, would be to sanction what virtually amounts to fraud ... It would be an equitable fraud to permit the insurance company or appellant to interpose the statute of frauds."*

Just as in the Stewart case, the Court again dealt masterfully with the unusual conditions that were presented here, properly recognizing that the evidence brought this controversy within the statutory exception to the statute of frauds, allowing the Court to analyze the legal significance of all the evidence in totality, and produce the most equitable result. The critical one year redemption period, applicable to mortgage foreclosures, proved to be the key element operating in favor of Rogers, because during that period he was actually still the owner of the land in question, despite the fact that a foreclosure had been declared against him, but once that year expired he had lost the last of his original rights to his land, making the Court's impression of the evidence pertaining to the rapidly unfolding events of the last few days of that year especially important. Whether Holmes was just a local farmer who wanted to acquire more land or a speculator who made it his business to acquire distressed properties is unknown, but in the eyes of the Court that made no difference in this case. The decisive factor operating against Holmes was the highly powerful principle of notice, which is always a crucial factor when the validity of competing conveyances of land rights is at issue, and in the view of the Court, the fact that Holmes was expressly told about the rights of Rogers to the land that Holmes was seeking to acquire robbed Holmes of any opportunity to obtain the protection of the Court as an innocent party acting in good faith. The fact that Holmes held written evidence of his acquisition, in the form of a contract for deed, while Rogers held no written rights, was of no such use or benefit to Holmes as he must have imagined it would be, because the validity of his contract was effectively nullified by the evidence that it had been obtained in bad faith, since it was very plain to the Court that Holmes had waited for Rogers to depart and then seized the opportunity presented by his absence to tempt Standard to betray Rogers, which the company had done. The use made here by the Court of the immensely





powerful equitable tool known as estoppel forms an excellent example of the manner in which that principle is frequently used in settling land rights conflicts. At least 3 different parties representing Standard, the company president, the agent in Omaha, and the attorney in South Dakota, were all well aware that the company had agreed to convey the land in question to Rogers, so although there was no documentation of that agreement, the company had made a commitment to Rogers, which was subject to protection through estoppel. Therefore, once the promises made to Rogers had caused him to relinquish his legal rights, by crossing the time barrier represented by the expiration of his redemption period, without insisting upon a deed from the company, a legally binding state of trust had been created, and Standard was no longer at liberty to consider or accept any other offers on the quarters, such as the one made by Holmes. Since all 3 essential elements of a legitimate conveyance agreement were present, the identity of the parties, the identity of the land, and the price to be paid for it, despite the absence of any written evidence, the Court fully upheld the ruling of the lower court, deeming the Rogers agreement to be a valid exception to the statute of frauds, since it was undisputed that the agreement actually existed, which is always the matter of utmost importance to the Court, regardless of the manner or form in which such an agreement may be evidenced.

#### **Can an absent party complete adverse possession?**

##### **Howe v Shepard (1929)**

Our next adverse possession case, which contains an intricate and fascinating backstory, returns us to adverse possession in the context of a true title conflict over an entire property, a full quarter section in this instance, as opposed to a boundary dispute, and serves as an excellent example of the Court's treatment of situations involving land that has been utterly neglected on a long term basis, amounting to genuine abandonment by the holder of the legal right of ownership of the land. In addition, this case focuses directly on the quality or intensity of land use required to successfully maintain adverse possession, and it also presents a scenario in which all of the participants are members of the same extended family, again demonstrating, as we have noted in reviewing previous adverse possession cases, that familial relations do not necessarily prevent adverse possession. The presence of family members in a land rights battle can have significant repercussions however, as illustrated by the 1913 case of Wallace v Dunton, a comparable controversy, in which a family member was unable to rely upon adverse possession. In that case, for 15 years Wallace and his wife were the sole occupants of a tract of land that had been acquired by Wallace's brother in 1887, but had never been occupied, or even visited, by Wallace's brother, who was an absentee owner, living in another state. Wallace's brother died in 1897, and Wallace died in 1902, but his widow continued living on the tract for another 8 years, until a daughter of her late brother-in-law claimed to be the true owner of the land, as the heir of Wallace's brother.

Wallace's widow maintained that she was entitled to a decree that she was the owner of the tract at issue, by virtue of her continuous occupation of it from 1887 to 1910, but the Court upheld a lower court decision denying her claim, agreeing with Dunton that none of the possession of the tract in question, by either Wallace's widow or Wallace himself, had ever been adverse to Wallace's brother. Since possession by one or more family members, of land that is owned by another family member or members, is presumed to be subordinate, the family member making the adverse claim has an elevated burden, to prove that the possession was distinctly adverse in nature, and Wallace's widow, having conceded that she always knew the land she was living on stood in the name of her late brother-in-law, could not meet that burden. The strong inclination of the Court to support established land use was evident in 1920 however, in *Cochrane v McCoy*, a case in which McCoy was unable to prevail on the basis of adverse possession, because his period of adverse use of the land at issue had been interrupted short of completion in 1903 by the filing of *Welch v McCoy*, a case which dragged on for 15 years, until finally being disposed of by the Court in 1918. Although both original litigants were dead by 1920, the legal battle was brought before the Court again by *Cochrane* at that time, as the administrator of the estate of Welch, against McCoy's widow, whereupon the Court fully upheld a lower court ruling awarding the disputed property to McCoy's widow, as the occupant of the land in controversy, based not upon adverse possession, but upon laches, the ancient equitable principle which dictates that land can be lost by an owner of record as a consequence of an unjustifiable delay, in asserting his land rights, or in acting upon his existing land rights. In resolving the case we are about to review, the Court rather ironically bases its decision upon adverse possession, despite the fact that the adverse possessor was personally absent from the subject property for 27 years, clearly making the vital point that every adverse possession case must be addressed as a unique set of circumstances.

**Prior to 1885** - Howe was the owner of an unspecified quarter section situated in Edmunds County. When or how he had acquired his land is unknown, but it appears that he and his wife were among the early settlers of the area, so he was presumably an original entryman. Howe's wife was from Vermont, and in her correspondence with her family she apparently encouraged those she knew in Vermont to come out west and settle around or near the Howe farm.

**1885** - The father of Shepard, who was apparently a member of the extended family of Howe's wife, arrived from Vermont at this time and filed a claim upon a quarter section adjoining the one owned by Howe. What use Shepard's father made of the quarter section claimed by him, if any, is unknown,

*(Continued on Page 26)*

there is no indication that he ever actually lived on the land or erected any improvements on it, he may have actually lived with the Howes, on the quarter owned by Howe, and used the adjoining quarter that he was claiming only for cropland or timber purposes, if he used it at all. Shepard and his brother and sister were already alive at this time, and they were living in Vermont, their father had left them behind and gone to South Dakota alone, but whether Shepard and his siblings were still children, or were already adults at this time, is unknown.

**1888** - Shepard was declared legally incompetent and a legal guardian was appointed to care for him. Shepard was living with relatives in Vermont, he never came to South Dakota, and neither did his brother or his sister.

**1890** - Howe and his wife were divorced and Howe left South Dakota, spending the next several years living in Minnesota and North Dakota. He did not sell his quarter section however, he remained the owner of it, but whether or not he ever returned to Edmunds County prior to 1917 is unknown. O'Ban became the occupant of the Howe quarter this time, and he continued to occupy and use the land just as Howe had, acting as Howe's tenant, until Howe eventually returned to Edmunds County in 1917. Shepard's father was still in South Dakota at this time, but he was apparently no longer occupying or using either the Howe quarter or the adjoining quarter that had been claimed by him. Howe evidently told O'Ban that he could use both quarters, treating the Shepard quarter as if it were part of the Howe farm, and O'Ban did so, although his use of the Shepard quarter was very minimal, and he never erected any improvements on it.

**1892** - Shepard's father left South Dakota, never to return, he apparently wandered around the country for an unspecified number of years, falling out of touch with his family and friends, before eventually ending up back in Vermont, where he remained until his death in 1917.

**1899** - Howe submitted a statement to the GLO, indicating that the quarter section that Shepard's father had entered in 1885 had been in continuous use by Howe and his tenant O'Ban for several years, apparently with the hope of obtaining a patent for that additional quarter. The GLO issued the patent, but since Howe had apparently informed the GLO that he believed Shepard's father to be dead, the GLO issued the patent to the heirs of Shepard's father. Howe then contacted Shepard's guardian in Vermont, and asked him to quitclaim the newly patented quarter to Howe. The guardian sent Howe a very crude quitclaim deed that was apparently written on a single sheet of plain paper and was not on any legal form, purporting to convey the interest of Shepard in that quarter to Howe. There is no indication that

Howe ever contacted Shepard's brother or sister, or ever attempted to acquire their interests in the Shepard quarter, but Howe began paying the property taxes on that quarter along with his own quarter at this time, and he continued to do so henceforward.

**1917** - Howe finally returned to South Dakota, after an absence of 27 years, and he apparently once again took up residence on his old farm. The adjoining quarter section that had been quitclaimed to Howe 18 years earlier was evidently still completely unimproved and vacant, it had been used only as pasture land, and as a source of wild hay and timber, by O'Ban during his long period of tenancy on the Howe farm, but no one else had ever attempted to make any use of the Shepard quarter, nor had anyone ever attempted to interrupt the use that was made of it by O'Ban.

**1920** - By some unknown means, Shepard and his siblings, who were evidently all still living in Vermont, first learned that the quarter section that their late father had originally claimed 35 years earlier had been patented to them, as his legal heirs in 1899, and they apparently contacted Howe, questioning the ownership status of that quarter. In response to their challenge, Howe filed an action against them, seeking judicial confirmation that he had become the sole owner of the quarter that had been patented to them.

Howe did not assert that the 1899 quitclaim deed that he held was necessarily a complete conveyance of the land in question to him, but he maintained that he had justifiably relied upon it as such, and he argued that it therefore represented valid color of title, supporting his claim of adverse possession, even if it should be determined that the quitclaim deed was legally invalid or otherwise insufficient to convey complete ownership of the quarter in question to him. He further argued that although his use of the quarter in controversy had been minimal, he had used or otherwise held possession of the entirety of it for a period of time that was more than sufficient to meet the statutory requirements for adverse possession, either with or without color of title, since his ownership and possession of that quarter had never been challenged by anyone at any time. Shepard and his siblings argued that any use of their quarter by Howe, or by O'Ban as his tenant, had been legally inadequate to satisfy the requirements of adverse possession, being insufficient to provide notice to the world that ownership of the land at issue was being claimed by Howe. The heirs also maintained that the 1899 quitclaim deed, having been issued to Howe by Shepard's guardian, who never held any legal interest in the Shepard quarter, was worthless and ineffective as color of title, so they were still the owners of the quarter in dispute, by virtue of the GLO patent that had been issued to them. The trial court agreed with the heirs of Shepard's father that neither Howe nor O'Ban had ever made any significant use of the



Shepard quarter, denying that there could be any validity in either Howe's claim of adverse possession or his quitclaim deed, therefore awarding ownership of the Shepard quarter to the heirs, based on their patent.

The exceedingly unusual circumstances of this case may limit its applicability today, yet the Court's treatment of this scenario provides great insight into how the Court views some of the most important aspects of land rights, and the principles that control the Court's decisions in contests over the ownership of land, since it presents a uniquely interesting mix of the elements of intent and adverse possession, and illustrates their power. With his testimony regarding the long sequence of conditions and events leading up to this controversy, Howe attempted to demonstrate that it had been his intent from the outset, in 1885, to acquire the Shepard quarter himself, to expand his existing farm. He testified that Shepard's father had come to South Dakota and claimed the quarter in question only as a favor to Howe's wife, since he was a relative of hers, to enable the Howes to acquire another quarter through the use of his name, as a separate claimant of land, so Shepard's father had never intended to keep the quarter claimed by him, he had intended only to reside with the Howes and assist them for a short time and then move on, as he had done. The story told by Howe fit very well with the history of events, since it explained why Shepard's father had strangely left the area just a few years after filing his land claim, without ever making any serious effort to use the quarter at issue as his own land, as well as why he apparently never cared about that quarter thereafter, and since Howe was the only witness with complete knowledge of everything that had happened since 1885, his testimony was understandably very persuasive to the Court. Therefore, the adverse possession claim made by Howe was seen by the Court in the context of a lack of intent to establish or maintain any interest in the land at issue on the part of Shepard's father, who apparently believed that he had abandoned his claim to that land, and evidently never learned or realized that the quarter had later been patented under his name. So this adverse possession case presented a bizarre situation, in which the owner of record of the land in dispute lived for several years, and then died, without ever even knowing that he was actually the legal owner of the land in question, nor did he ever know that it had been patented to his heirs, because he was erroneously thought to be already dead when the patent was issued, nor did he ever know that it had been quitclaimed by his son's guardian, so he died without ever having any opportunity to assert any claim to that quarter. Nonetheless, the thrust of the testimony provided by Howe, the Court realized, was that Shepard's father had never intended to take ownership of the quarter in controversy for his own use or purposes to begin with, and he had expected it to become part of the Howe property from the outset, so presumably he would have quitclaimed it to Howe himself if he had still been in Edmunds County in 1899. Moreover, Shepard's father, the evidence suggested, would not have objected to the

quitclaim deed issued by Shepard's guardian if he had known about it, and presumably the guardian understood that, which explains why the guardian complied with Howe's request for the quitclaim deed, and why he apparently never saw any need to mention that deed to the heirs or anyone else. For these reasons, the Court elected to simply disregard and bypass the issues involving the quitclaim deed, deeming it to be dubious, but finding that neither its validity nor its legal effect was essential to the outcome of this conflict, before moving on to the controlling question, which was the validity of Howe's claim of title through long term adverse possession, referenced by the Court on this occasion as title by prescription:

*"It is not contended that the deed ... actually conveyed to plaintiff the title to, or any interest in, the premises ... but plaintiff ... argues that the deed constitutes color of title ... for the 10 year statute, good faith ... is specifically required ... but for ... the prescriptive statute (20 years) there is no requirement for good faith on the part of the claimant ... we turn to the plaintiff's claim to title by prescription and find him occupying the premises for a period of more than 20 years ... The only question ... is whether the plaintiff's possession of the premises was of a character sufficient to meet the requirements ... title by prescription, as conceived in the common law, arose from a possession which was so visible and continuous and notorious that the true owner was presumed to have had knowledge thereof and by his silence to have acquiesced ... plaintiff's possession was sufficient if the land was used for the purposes of husbandry ... the particular quarter ... was open, raw, uncultivated and unimproved ... plaintiff, through his tenants, used the premises continuously for the purpose of cutting hay and grazing of live stock ... the tenants cut hay some years and grazed cattle some years ... husbandry in this state ... is the raising of live stock and the cutting of prairie hay and the grazing of live stock ... use of land for that purpose is sufficient to constitute adverse possession."*

The first important concept expressed here by the Court, is the fact that good faith on the part of an occupant of land is the fundamental basis for the 10 year statute of limitations, which effectively makes it easier for a party who used or occupied land, that they did not hold full or complete legal ownership of, to secure legal title to that area, by proving that their claim has a clear basis in good faith, and this is typically shown by means of a deed that is ostensibly good, but is legally flawed in some way, creating color of title. This shorter limitation period stands in clear distinction to the 20 year period, which is known as the full prescriptive period, that applies when the

*(Continued on Page 28)*



possession in question results from a plain abandonment of land, followed by surreptitious use of that land by an adjoining land owner, such as Howe, who thereby becomes an adverse or prescriptive claimant. It was this comprehensive 20 year statutory period that the Court properly turned to here, thereby washing away the issues relating to Howe's quitclaim deed, since situations of this kind are the very reason for the existence of the 20 year period of limitation, which serves to silence long forgotten or abandoned claims of land ownership. The need for documentary evidence that applies to the 10 year period does not apply to the 20 year period, because the longer period stands as an absolute bar, regardless of whether the land at issue can be shown to have been held in good faith or not, in judicial recognition of the fact that after 20 or more years relevant evidence, such as proof of various important facts relating to specific people or specific conditions on the ground, can often become very difficult for the litigants to obtain and present. In addition, acting in combination with this difficulty in obtaining evidence, 20 years typically represents an inordinate and inexcusable delay in asserting land rights, in the eyes of the Court, justifying legal action that has the effect of punishing the record owner for his extreme procrastination, particularly when that delay takes place in the face of open and productive use of his land by others, without any express license from the owner of record to make such use of his land. Because the land in controversy here had been patented into private ownership in 1899, the prescriptive clock had begun ticking at that date, and adverse rights to the land had potentially begun to accrue from that moment, so in 1919 the rights of the heirs of Shepard's father, as patentees, had potentially become absolutely useless to them and been legally extinguished. Had either Shepard's father or his heirs acted sooner, filing their action in 1918 or earlier, the evidence and various details relating to the quitclaim deed would have been critical to the outcome, but because they did not file their action against Howe until 1920, in order to prevail Howe needed only to prove that the quarter in question had been used in a manner that was genuinely adverse since 1899, which would place his possession within the protection of the 20 year statute, making the true basis for his possession legally moot and irrelevant.

The Court was quite understandably and justifiably unimpressed with the position taken by the heirs, because although Howe's claim was certainly a very weak one, since he could not prove that any permanent, obvious or visible use had ever been made of the Shepard quarter, and there was no evidence that there were ever any buildings situated on it, nor that any of it had ever been fenced at all, the position in which the heirs stood was even weaker. As noted above, the Court was fully cognizant that Shepard's father had never really earned the quarter in question to begin with, since he had made no effort whatsoever to complete his obligations as a patentee, and once the quarter had been granted by

the United States, both Shepard's father and his children had slept upon any rights that they may have had, to such an extent that none of them had ever even visited the location. No legitimate patentee, functioning in good faith and in compliance with the law, the Court knew, could be completely unaware of the existence of a document as vital to his land rights as his own patent, unless he truly had no interest in the land, and no longer cared about it in any way, by the time the patent was issued. This evidence strongly supported the testimony of Howe that Shepard's father had never wanted or intended to acquire any land, and that he had left the area believing that he had established no land rights, thereby voluntarily abandoning any such rights that he may have acquired, explaining why he had never even bothered to check to see if any such rights existed in the future. In reality, the Court was well aware, a great many patents had been mistakenly or erroneously issued all over the west, as a result of countless land acquisition schemes that had either succeeded or fallen apart, as the one involving the Howes and Shepard's father apparently had, when Howe's marriage had turned sour and all the parties had gone their separate ways in 1890, so its not surprising that the Court saw no reason to honor such a patent, under the circumstances of this case, and had no problem effectively approving it's nullification. In fact, if anyone involved actually deserved the patent, it would be Howe, since he was the only party who had adhered to the spirit of the patenting laws, by remaining faithful to the land and insuring that it was actually utilized in some manner, even during the extended time period throughout which he was personally absent from the area. Having determined that the uses that had been made of the Shepard quarter, by Howe himself, and by O'Ban as Howe's tenant, were legitimate uses, fully suitable and completely appropriate to the character of the land itself, the Court reversed the ruling of the lower court, silencing the claims of the heirs and confirming that Howe owned the former Shepard quarter. Undoubtedly the heirs could be portrayed as victims in some sense under this result, particularly if they were children during the prescriptive period, and also because Shepard was apparently an invalid, but if Shepard was indeed a victim, he was primarily a victim of the negligent behavior of both his own father and his guardian, who never made any effort to protect the land rights that had been created by the patent on Shepard's behalf. In that respect, this case stands as a superb reminder of the fact that the law typically rewards productive behavior and utilization of land, while it distinctly frowns upon both negligence and indolence, especially when they appear in the arena of land rights, and fate had simply placed the unfortunate heirs of Shepard's father on the wrong side of that equation.



The following information is taken from meeting minutes of the **South Dakota Board of Technical Professions** complete meeting minutes can be found at: <http://dlr.sd.gov/btp>

**May 12, 2017**

**Old Business:**

**Board Reserve Funds Use:**  
Donations to foundations of SDSU, SDSM&T, and SETI are in the final stages for professional engineers and land surveyors. A similar use of funds for architects and landscape architects is to be researched and completed in the future.

**Research Hiring of Half Time Investigators -**  
one east river and one west river.  
Work with the Bureau of Human Resources to see if possible to change current half-time position to a full-time position to be split between east & west river investigators.

NCEES 2018 Central Zone meeting to be held in Rapid City

**New Business:**

**NCEES Additional Survey Module to Accompany PS Exam:**  
States want to build a state specific module within the CBT PS Exam for states that require a state specific survey exam. The state specific survey exam could be added as a module to the NCEES PS exam, thus freeing states from having to administer their specific exam and freeing examinees from having to take an additional exam.

**Approvals:**

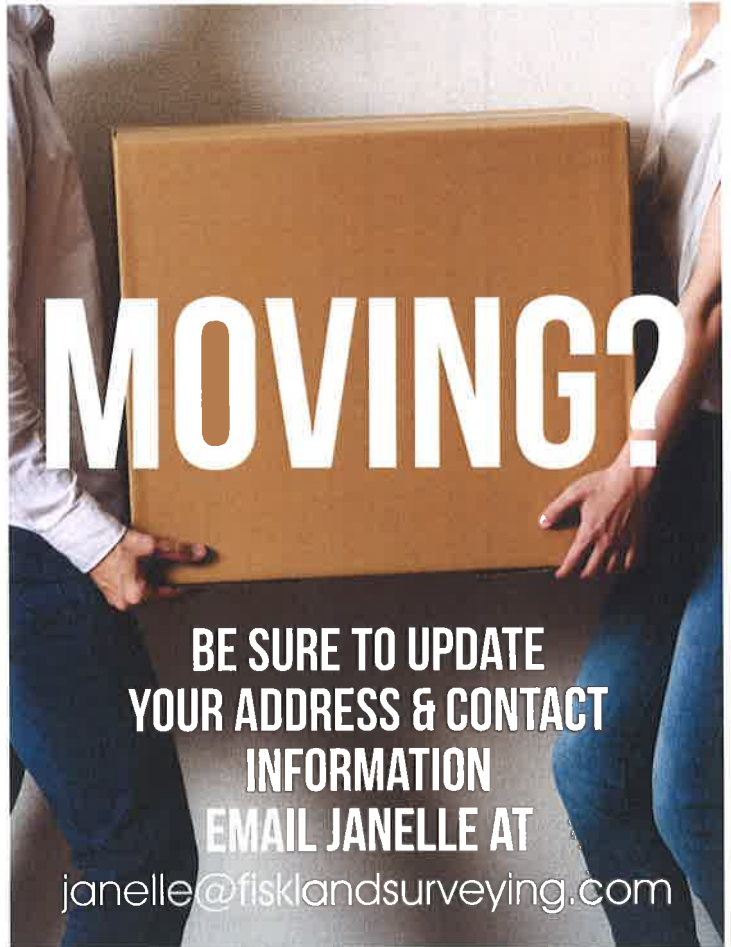
Approve the following examinee for passing the Fundamentals of Surveying (FS) exam:

Ruth C. Wetzel - #S-12280  
Grant Steven Kurkowski - #S-12304

Approve the following Land Surveyor (LS) applications by comity:

Chris Allen Brekke – LS 13324  
Jessie Robert Henderson – LS 13325  
John Edward Matthews – LS 13326

Deny Land Surveyor (LS) individual by comity:  
Tomas A. Toro Santos



**“A key component of wisdom  
is fearlessness,  
which is not the absence of fear,  
but rather not letting  
our fears get in our way.”**

**- Arianna Huffington -**



# 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:

**Home: (Required)** Address:   
 City:   
 State:  Zip:   
 Phone:   
 Email:

Check one and sign below

Member (In-State w/NSPS):	\$160	Technician:	\$60	Life Member (In-State w/NSPS):	\$65
Member (Out of State):	\$125	Associate:	\$50	Life Member	\$25
LSIT:	\$90	*Student:	\$25	Sustaining:	\$250

In-State classifications are determined by the home mailing address.  
 Fees for In-State Members (\$160) include NSPS membership.  
 Fees for Out-of-State Member (\$125) do not include NSPS membership.  
 In-State Life Members have the option of selecting NSPS membership (\$65)

**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 academian 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 - PO Box 8154 - Rapid City, SD 57709  
 (phone) - 605-348-1538 (email) - janelle@fisklandsurveying.com



# Point Collection from the Air!

GIS | GPS | Laser | Machine Control | Mobile Mapping | Supplies | Survey | UAV

**RDO Integrated Controls is your single source solution for senseFly products and support.**

**senseFly is now offering two incredible platforms:**

- The first manufacturer to integrate Infrared, Thermal, Multispectral and standard RGB imagery sensors into one platform.
- The eBee is currently the leading product in qualifying exemptions from the FAA with approved exemptions.

**We have the experience to help you create and submit your approval to the FAA. Contact us today!**

  
senseFly



4935 6th Ave SE  
Aberdeen, SD  
605-225-6772

1540 Deadwood Ave  
Rapid City, SD  
605-348-1566

2801 North Louise  
Sioux Falls, SD  
605-336-2730

877-90 RDOIC  
[www.rdoic.com](http://www.rdoic.com)

**RDO**  
INTEGRATED  
CONTROLS

*Topcon's Construction Dealer of the Year*

SDSPLS  
PO Box 8154  
Rapid City, SD 57709

STANDARD  
US POSTAGE  
**PAID**  
PERMIT #618  
RAPID CITY SD

CHANGE SERVICE REQUESTED

# SUSTAINING MEMBERS

These 2017 Sustaining Members support YOUR Society. Show your appreciation  
Call a Sustaining Member first!

## **Berntsen International, Inc.**

P.O. Box 8670  
Madison, WI 53708-8670  
608-249-8549  
[www.berntsen.com](http://www.berntsen.com)

## **Frontier Precision**

2020 Frontier Drive  
Bismark, ND 58504  
1-800-359-3703

## **RDO Integrated Controls**

700 7th Street S  
Fargo, ND 58103  
701-239-8726  
[lstachon@rdoequipment.com](mailto:lstachon@rdoequipment.com)

## **SURV-KAP, Inc.**

PO Box 27367  
Tucson, AZ 85713-5220  
520-622-6011

**BACKSIGHTS & FORESIGHTS**

