

FILE COPY

FORM 2: Application for irrigation in South Dakota  
(type or print)

RECEIVED

JAN 07 2026

Water Rights Program

Mail to: SD DANR, Water Rights  
523 E Capitol Ave  
Pierre, SD 57501-3182  
ph. (605) 773-3352

No. 9024-3 Hydrologic Unit 1016 0006  
Basin Middle James  
Newspaper Huron Plainsman  
Watertown Public Opinion (office use only)

Application for Permit to Appropriate Water for Irrigation

Type of Application:  New  Vested Right  Amendment/Correction to Permit No. \_\_\_\_\_  
(Use predates Mar 2, 1955)

Description of amendment/correction: (i.e. change diversion point(s), add diversion point(s), change use, etc.)

1. Name to Appear on Irrigation Permit Gerard or Roger Putebaugh  
Note: The "Name to Appear on Irrigation Permit" must be the name in which the property to be irrigated is held in.  
Mailing Address 21696 409<sup>th</sup> Ave Cavour SD 57324  
(Address) (City) (State) (Zip Code)  
Phone \_\_\_\_\_ Mobile 605-354-4038 Email gerard-putebaugh@hotmail.com
2. Amount of water claimed 5.0 \*CFS or \_\_\_\_\_ \*\*GPM \_\_\_\_\_ \*\*\*AF Total Acreage 320  
(\*Cubic Feet per Second) (\*\*Gallons per Minute) (\*\*\*)Acre Feet - storage capacity of dam/dugout or annual use if applicable)
3. Source of water supply Groundwater
4. Location of point of diversion 2 Wells E 1/2 36-110-61  
(example - 3 wells in SW1/4 NE1/4 section 12-T104N-R53W) County Beadle
5. County or counties where water will be used Beadle
6. Annual period during which water is to be used May 1 - Sept 30 April 1 - Oct 31
7. List below each forty-acre division, or lot, or fraction thereof and show number of acres to be irrigated in each.  
(Attach sheet if more space is needed)

| Land Description           | Acres | Land Description           | Acres |
|----------------------------|-------|----------------------------|-------|
| SW 1/4 of SE 1/4 36-110-61 | 40    | SW 1/4 of NE 1/4 36-110-61 | 40    |
| SE 1/4 of SE 1/4 36-110-61 | 40    | SE 1/4 of NE 1/4 36-110-61 | 40    |
| NW 1/4 of SE 1/4 36-110-61 | 40    | NW 1/4 of NE 1/4 36-110-61 | 40    |
| NE 1/4 of SE 1/4 36-110-61 | 40    | NE 1/4 of NE 1/4 36-110-61 | 40    |

8. Give a description of the project. (Attach sheet if more space is needed)  
2 wells and 2 Pivots on E 1/2 36-110-61

*Requesting a diversion rate greater than the statutory limit*

I, [Signature], the applicant, certify under  
Name of Person Title (if applicable)

penalty of perjury that I have read this application, examined the attached map, and that the matters stated are true. I further certify, if acting on behalf of an entity or individual other than myself, that I am authorized to submit this application.

2021-08 Attachments: Attach Form 2A if diversion is from a well or dugout, or if storage of water is proposed. Also, attach map and any other technical information. (see instructions)

44.29384/-98.09900

44.28666/-98.09914

## Supplemental Information

(type or print)

**1. Well Information** (check one or both as applicable)

Drilling new well(s)     Using existing well(s)

- a) If new wells, how many 2 Have test holes been drilled?  Yes  No Drilled by GOS Drilling  
(if yes, please provide copies of logs)
- b) If existing wells, how many \_\_\_\_\_ Provide copy of log(s), if available. Drilled by \_\_\_\_\_

**For either existing or proposed wells:**

- c) Well Depth (required) 70-90 Depth to Top of Water Bearing Material 25 Depth to Water from Surface 20
- d) Distance to nearest domestic well on applicant's property 1300 feet Property owned by others 1500 feet

**2. Wastewater Disposal System Information**

- a) Type of System (i.e. septic tank, drain field) \_\_\_\_\_
- b) System Capacity (gallons) \_\_\_\_\_ Year Constructed \_\_\_\_\_
- c) Connected to the City of \_\_\_\_\_ Sanitary System

**3. Dugout Information**

- a) Surface Dimensions \_\_\_\_\_ Depth \_\_\_\_\_
- b) Depth to water (ground surface to water level) \_\_\_\_\_

**4. Water Storage Dams**

If the proposed water use system contains one or more storage dams, please furnish the information requested below for each dam. The locations of the dams need to be shown on the map submitted with the application.

- a) If a private engineering firm or government agency was involved in the design of this dam, please give their name and address: \_\_\_\_\_

- b) Freeboard \_\_\_\_\_
- c) Crest Width \_\_\_\_\_  
Crest Length \_\_\_\_\_
- d) Height \_\_\_\_\_
- e) Primary Outlet Capacity \_\_\_\_\_

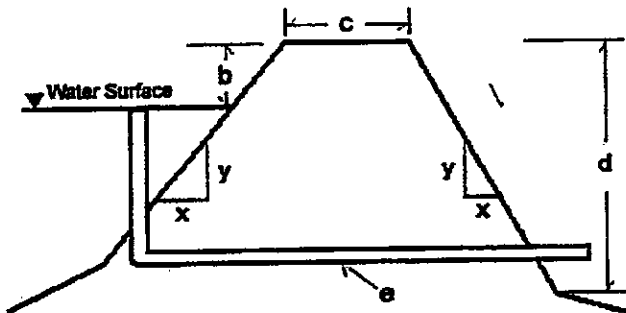
If pipe, diameter \_\_\_\_\_

- f) Secondary Spillway Capacity \_\_\_\_\_  
Spillway Width \_\_\_\_\_
- g) X & Y Slope (e.g. 3 to 1 is a typical slope)  
Upstream \_\_\_\_\_  
Downstream \_\_\_\_\_

h) Area of Impoundment \_\_\_\_\_

i) Storage \_\_\_\_\_ Acre Feet

j) Drainage Area Above Dam \_\_\_\_\_ Acres

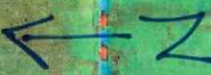




11000 31W  
Section 30

11000 31W  
Section 31

10000 31W  
Section 34



214th St

406th Ave

215th St

214th St

11000 31W  
Section 30

11000 31W  
Section 30

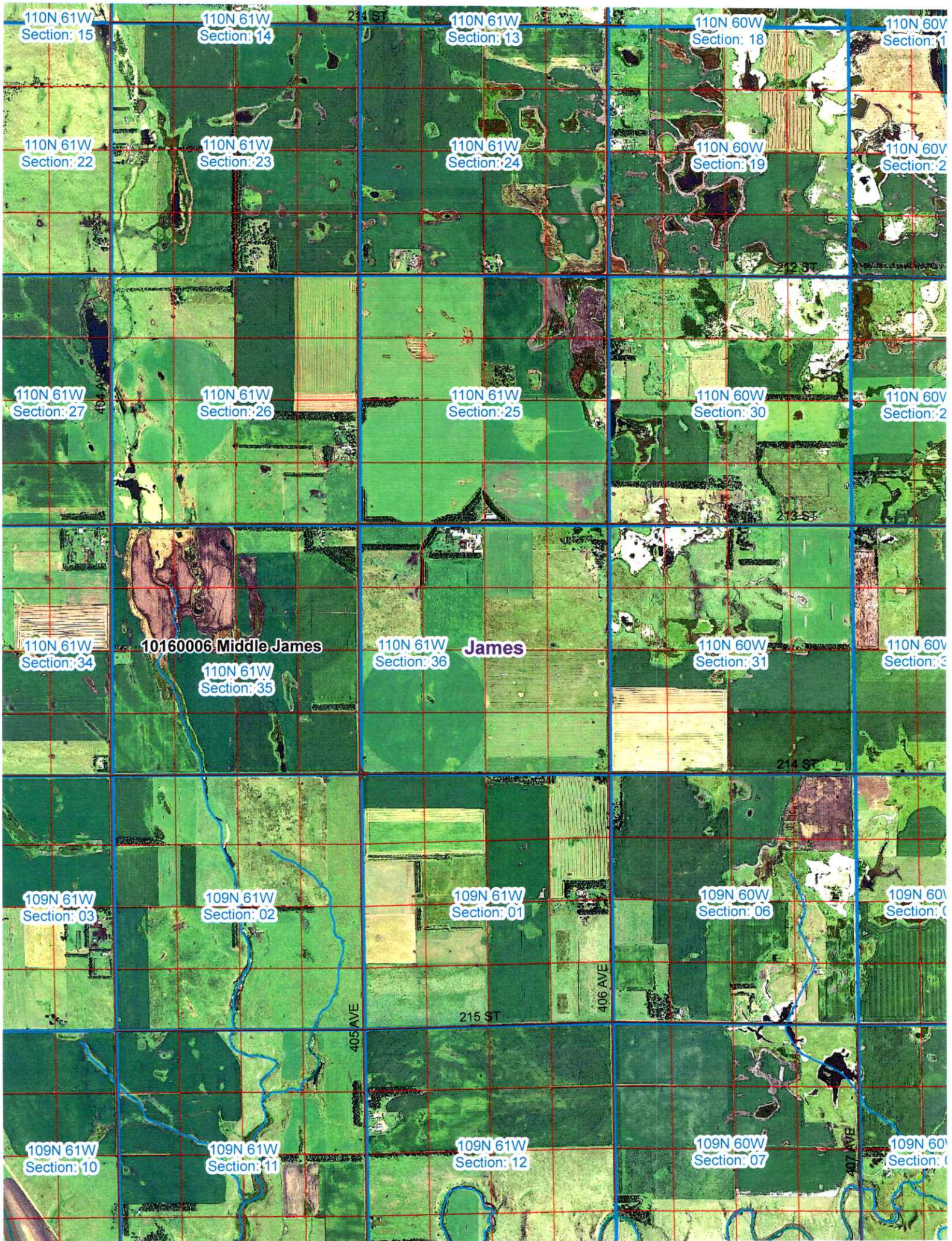
10000 31W  
Section 34

Ave

405th Ave

St

St



110N 61W  
Section: 15

110N 61W  
Section: 14

110N 61W  
Section: 13

110N 60W  
Section: 18

110N 60W  
Section: 17

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Section: 34

10160006 Middle James

110N 61W  
Section: 35

110N 61W  
Section: 36 James

110N 60W  
Section: 31

110N 60W  
Section: 32

109N 61W  
Section: 03

109N 61W  
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Section: 10

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Section: 11

109N 61W  
Section: 12

109N 60W  
Section: 07

109N 60W  
Section: 08

# AGRICULTURAL REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of  
**December, 2025**, by and between the following parties:

## 1. THE PARTIES

- **SELLER:** Name(s): Brian R Crabb and Thomson Mutiso  
Address: 21313 406th Ave., Cavour, SD 57324  
Estate of Blake Crabb  
Address: 21313 406<sup>th</sup> Ave., Cavour, SD 57324
- **BUYER:** Name(s): Gerad A. Puterbaugh and Ranae M.  
Puterbaugh  
Address: 21696 409<sup>th</sup> Ave., Cavour, SD 57324

## 2. PROPERTY DESCRIPTION

Seller agrees to sell, and Buyer agrees to purchase, the real property and all improvements thereon, including any and all water rights, mineral rights, and appurtenances, commonly known as:

- **Legal Description:** North Half of the SE4 36-110-61, and the South Half of the SE4 36-110-61; appx 160 acres, Beadle County, South Dakota

## 3. PURCHASE PRICE

The total purchase price for the property is Nine Hundred and Sixty Thousand Dollars (\$960,000.00 USD).

## 4. EARNEST MONEY

Upon execution of this Agreement, the Buyer will deliver an Earnest Money Deposit in the amount of \$10,000.00 (Ten Thousand US Dollars) to Huron Title Company to be held in an escrow account. This deposit shall be credited to the Purchase Price at closing.

## 5. CLOSING AND POSSESSION

The closing of this transaction shall occur on or before **March 1,**

**2026**, at a time and location mutually agreed upon by the parties. Possession of the property shall be delivered to the Buyer at the time of closing.

## **6. SECTION 1031 EXCHANGE ACCOMODATIONS**

Each party acknowledges that the other party may wish to complete this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. The parties agree to cooperate with one another to effectuate such an exchange, provided that the exchange shall not cause any additional cost, expense, or liability to the cooperating party. The cooperating party shall not be required to take title to any property, nor be obligated to incur any liability or expense in connection with the exchange.

## **7. SELLER DISCLOSURES AND WARRANTIES**

The Seller shall provide the Buyer with all required disclosures under South Dakota law. The Seller warrants that the property is in compliance with all relevant agricultural, environmental, and zoning regulations and that there are no pending or threatened litigation or governmental actions related to the property.

## **8. WATER AND MINERAL RIGHTS**

All water rights, including well permits and water shares, appurtenant to the property shall be conveyed to the Buyer at closing. Any and all mineral rights owned by the Seller shall also be conveyed to the Buyer at closing.

## **9. TITLE AND DEED**

Merchantable title to the property shall be conveyed by a general Warranty Deed, subject only to standard exceptions and existing easements for access or utilities. An owner's title insurance policy will be provided, with the cost to be allocated between the parties as follows: Buyer shall pay the cost of title insurance.

## **10. CLOSING COSTS, PROPERTY TAXES AND RENTS**

All closing costs, including but not limited to title fees, recording fees, and transfer fees, shall be allocated as follows: Buyer shall pay recording fees, title fees and any transfer fees. Seller shall pay all property taxes for 2025 due in 2026 and all

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priors years, Buyer shall be responsible for and shall pay all  
property taxes for all subsequent years to include 2026.

Seller is entitled to all rent accruing in 2025 and due to Seller  
under any lease agreement for 2025. Seller warrants that they  
have no responsibilities or duties to any tenant other than Buyers  
beyond closing date.

### **11. DEFAULT AND REMEDIES**

If the Buyer fails to perform their obligations under this  
Agreement, the Seller may elect to terminate the Agreement. If  
the Seller fails to perform their obligations, the Buyer may  
pursue all available remedies, including specific performance.

### **12. GOVERNING LAW**

This Agreement shall be governed by and construed in  
accordance with the laws of the State of South Dakota.

### **13. ENTIRE AGREEMENT**

This document contains the entire agreement between the  
parties. No oral statements, promises, or representations shall be  
considered part of this Agreement.

### **14. PRIOR AGREEMENT**

The parties hereto agree that any and all prior agreements or  
contracts between the parties relating to or including the above  
referenced real estate are hereby terminated. Notwithstanding  
said termination, all earnest money tendered pursuant to any  
prior agreement shall be applied to the parties under the terms of  
this agreement and no new earnest money shall be due.

**15. ACKNOWLEDGMENT** The parties acknowledge that  
they have read and understood this Agreement.

### **16. SIGNATURES**

#### **SELLERS:**

Brian R. Crabb

  
\_\_\_\_\_

Date: 12-29-25

Thomson Mutiso

  
\_\_\_\_\_

Date: 12/29/25

Estate of Blake R. Crabb

*Blake Crabb*  
*Personal Representative*

Date: 12.30.25

**BUYERS:**

Gerad A. Puterbaugh

Date:

Ranae M. Puterbaugh

Date:



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**16. SIGNATURES**

**SELLERS:**

Brian R. Crabb

\_\_\_\_\_

Date: \_\_\_\_\_

Thomson Mutiso

\_\_\_\_\_

Date: \_\_\_\_\_

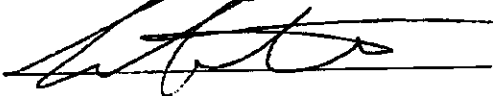
Estate of Blake R. Crabb

\_\_\_\_\_

Date: \_\_\_\_\_

**BUYERS:**

Gerad A. Puterbaugh

  
\_\_\_\_\_

Date: 12/29/25

Ranae M. Puterbaugh

  
\_\_\_\_\_

Date: 12-29-2025

AGRICULTURAL REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this **24th** day of **October, 2025**, by and between the following parties:

**1. THE PARTIES**

- **SELLER:** Name(s): Brian R Crabb and Thomson Mutsaers

Address: 21313 406th Ave., Cavour SD 57324

- **BUYER:** Name(s): Roger A Paterbaugh

Address: 21696 409<sup>th</sup> Ave., Cavour SD 57324

**2. PROPERTY DESCRIPTION**

Seller agrees to sell, and Buyer agrees to purchase, the real property and all improvements thereon, including any and all water rights, mineral rights, and appurtenances, commonly known as:

- **Legal Description:** N2 of NE4 36-110-61; appx 80 acres, Beadle County, South Dakota

**3. PURCHASE PRICE**

The total purchase price for the property is Four Hundred and Eighty Thousand Dollars (\$480,000.00 USD)

**4. EARNEST MONEY**

Upon execution of this Agreement, the Buyer will deliver an Earnest Money Deposit in the amount of \$1,000.00 (One Thousand US Dollars) to Huron Title Company to be held in an escrow account. This deposit shall be credited to the Purchase Price at closing.

**5. CLOSING AND POSSESSION**

The closing of this transaction shall occur on or before **January 15, 2027**, at a time and location mutually agreed upon by the parties. Possession of the property shall be delivered to the Buyer at the time of closing.

**6. SECTION 1031 EXCHANGE ACCOMODATIONS**

Each party acknowledges that the other party may wish to complete this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. The parties agree to cooperate with one another to effectuate such an exchange, provided that the exchange shall not incur an additional cost, expense, or liability to the cooperating party. The cooperating party

shall not be required to take title to any property, nor be obligated to incur any liability or expense in connection with the exchange.

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14. ACKNOWLEDGMENT The parties acknowledge that they have read and understood this Agreement.

15. SIGNATURES

SELLER:

Brian R. C. Rabb

Date: \_\_\_\_\_

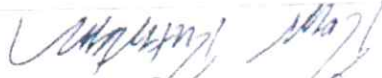
SELLER:

Thomson Muiso

Date: \_\_\_\_\_

BUYER:

Roger A. Puerbaugh



Date: 10-26-07

**14. ACKNOWLEDGMENT** The parties acknowledge that they have read and understood this Agreement

**15. SIGNATURES**

**SELLER:**

Brian R. Crabb

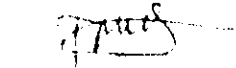


Date:

6/2/23

**SELLER:**

Thomson Mutiso



Date:

10/23/23

**BUYER:**

Roger A. Paterbaugh

Date: