

TMRA

TONY MONTGOMERY REALTY & AUCTION COMPANY

507-259-7502 • 507-421-0232 • www.tmracompany.com

James B. Flanary Trust 214.23 +/- Acre Farm

10-DAY ONLINE REAL ESTATE AUCTION

Saturday, March 7 – Tuesday, March 17, 2026

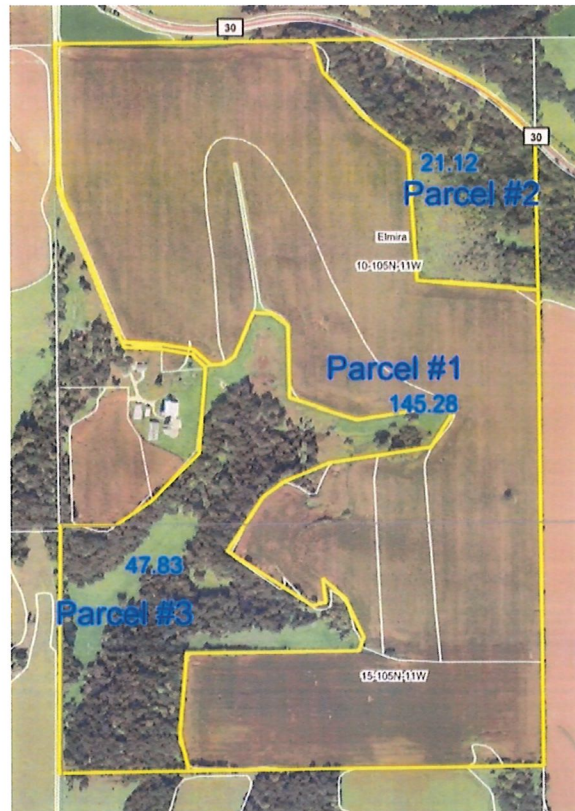
Auction starts closing at 6PM!

Farm Location: TBD 170th Ave SE Chatfield, MN 55923

Olmsted County, Elmira Township, Sections 10 & 15.

(4 miles South of Dover or 9 miles NE of Chatfield)

SCAN QR CODE FOR LOCATION AND DIRECTIONS



TMRA NOTE: All information contained herein this brochure is believed to be correct, however Tony Montgomery Realty & Auction Company and its agents, along with owners, do no guarantee any of the information as to its accuracy. It is the responsibility of the purchaser(s) to do their own due diligence as to the accuracy of such. TMRA is representing the sellers exclusively in the sale of this land.

540 N. Wabasha Street • Plainview, MN 55964



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214.23 ACRES OFFERED IN 3 PARCELS

TMRA is excited to offer an exceptional opportunity to acquire prime agricultural and recreational land through the James B. Flanary Trust 10-Day Online Land Auction. This auction features a total of 214.23+/- acres strategically located along County Road 30 SE in Chatfield. The land will be offered in three convenient parcels, allowing bidders to focus on specific types of land that suit their needs.

Parcels to be sold:

Parcel #1 – 145.28 +/- Surveyed Acres. Elmira Twp, Sections 10 & 15. Farm offers 142.65 +/- acres tillable with a CPI rating of 82.7. Parcel is buildable.

Parcel #2 – 21.12 +/- Surveyed Acres. Elmira Twp, Section 10. This recreational parcel offers excellent opportunity for hunting and recreation. Access along County Road 30.

Parcel #3 – 47.83 +/- Surveyed Acres. Elmira Twp, Sections 10 & 15. This parcel of land has been used primarily for pasture land and also offers a great recreational opportunity for hunting and recreation. This parcel also has a water easement for livestock from the neighboring farm building site. See attached copy of water easement that is a part of this brochure. This parcel also has a building opportunity.

TERMS: Terms of sale include but not limited to buyer(s) being responsible to perform their own “due diligence” regarding all aspects of the purchase. Tony Montgomery Realty & Auction Company, (TMRA), is representing the seller exclusively on all aspects of this real estate sale. A 2% buyer’s fee will be added on to final bid price to achieve full contract purchase price. Buyer(s) shall have all financing secured before bidding on this auction as there will be no buyer contingencies accepted within this auction. There will be no contingencies allowed at this auction including, but not limited to, financing. Real Estate taxes due and payable in the year of 2026 will be paid for by Buyer(s). At the conclusion of the auction, buyer(s) and seller shall enter into a standard MN purchase agreement drafted by TMRA and buyer shall deposit non-refundable earnest money as time is of the essence. Earnest money deposited with TMRA shall be Parcel #1 - \$50,000, Parcel #2 - \$20,000, and Parcel #3 - \$50,000. Closing shall be on or before April 17, 2026. Seller, TMRA and all representatives of before mentioned are making no warranties or guarantees other than that stipulated through a Trustee's Deed.



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Parcel #1 - Bid Price X 145.28 +/- acres + 2% Buyers Fee = Full Contract Purchase Price.

Parcel #2 - Bid Price X 21.12 +/- acres + 2% Buyers Fee = Full Contract Purchase Price.

Parcel #3 - Bid Price X 47.83 +/- acres + 2% Buyers Fee = Full Contract Purchase Price.

Closing of Auction:

Parcel 1 (145.28 acres) will be offered and sold first. Once parcel 1 has closed, and additional 10 minutes will be given to Parcel 2 (21.12 acres) before closing parcel 2. Once Parcel 2 has closed, and additional 10 minutes will be given to Parcel 3 (47.83 acres) before closing parcel 3. Please note that any bidding on any lot with 2 minutes or less remaining will extend the bid time back to 5 minutes.

Closing: Closing for this transaction will be on or before April 17, 2026.

Real Estate Taxes: 2026 Real Estate taxes will be paid for by buyer. Due to the split that is taking place to create the 3 parcels for this auction. Taxes will be created by County after recording of split is complete.

Possession: Buyer will take possession of the farms after closing.

Registration: All interested bidders will be required to pre-register with TMRA at www.tmracompany.com to bid on this auction.

CALL: Brad Jech @ 507-421-0232; John Keefe @ 507-932-4656; Tony Montgomery @ 507-259-7502; Chelsie Jech @ 507-421-0351.



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Subject Property

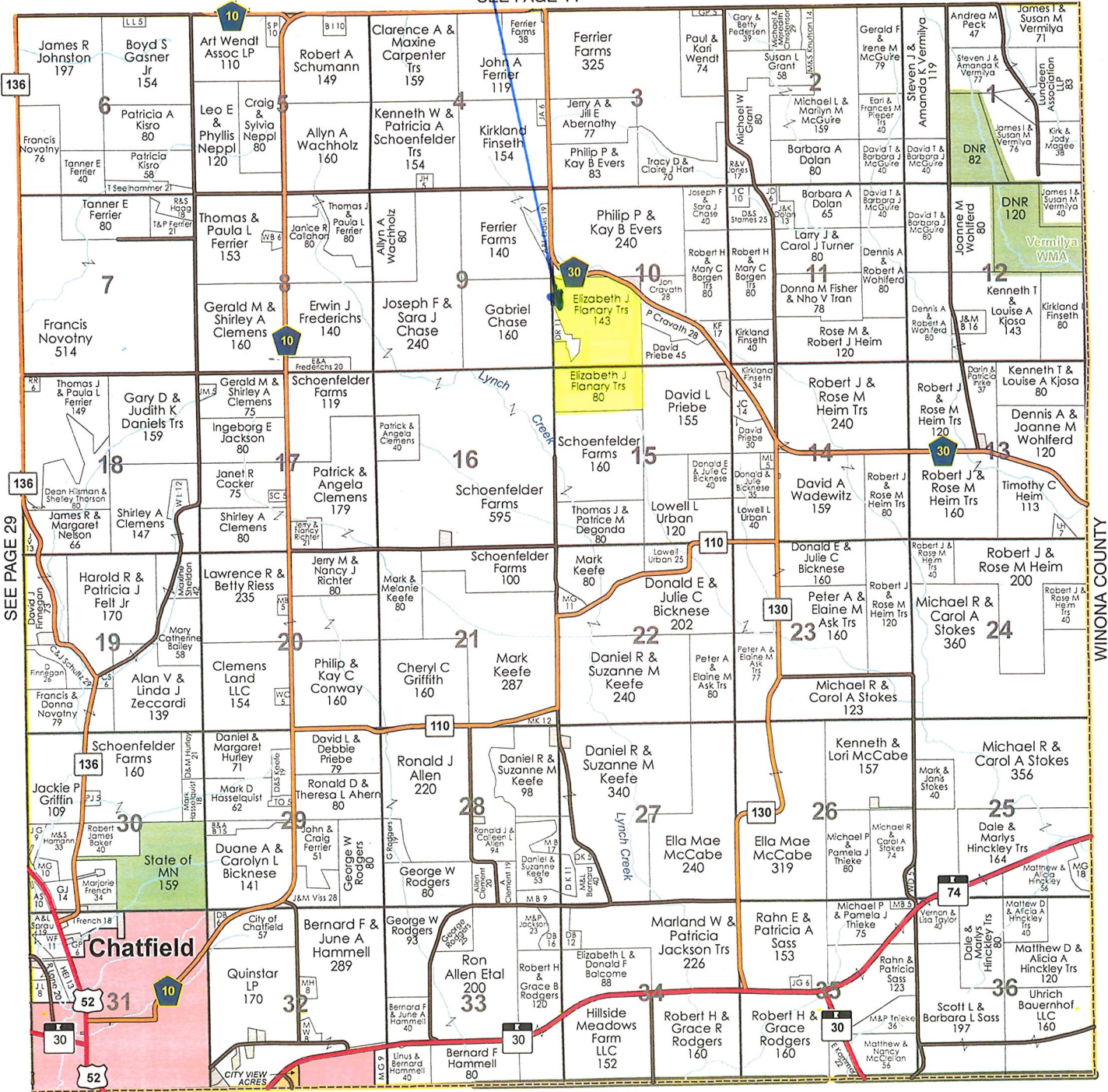
Elmira

Township 105N - Range 11W

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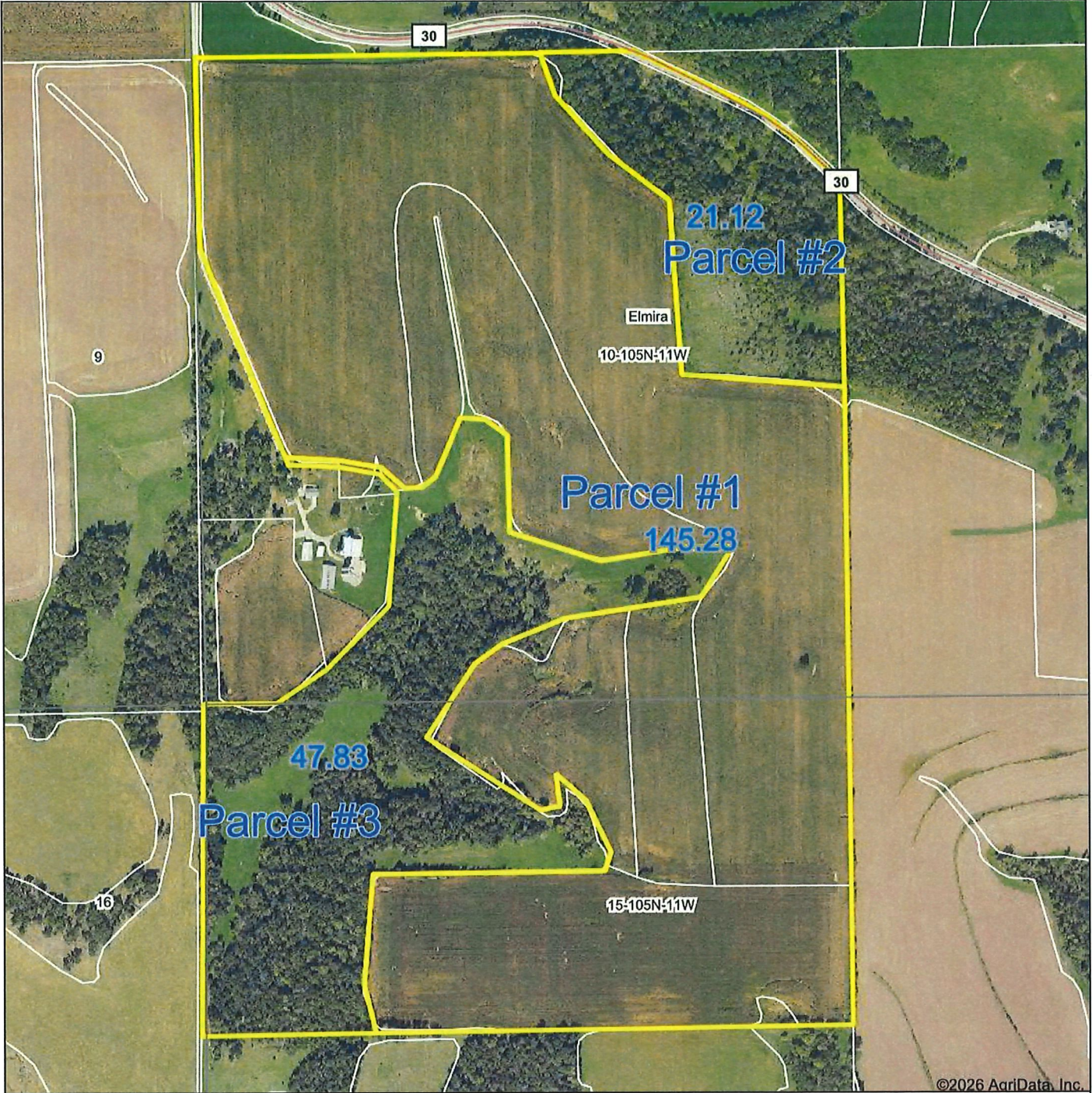
SEE PAGE 11



FILLMORE COUNTY

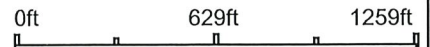
540 N. Wabasha Street • Plainview, MN 55964

Flanary Trust Parcel Aerial Map



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Boundary Center: 43° 54' 24.2, -92° 8' 2.21



1/15/2026

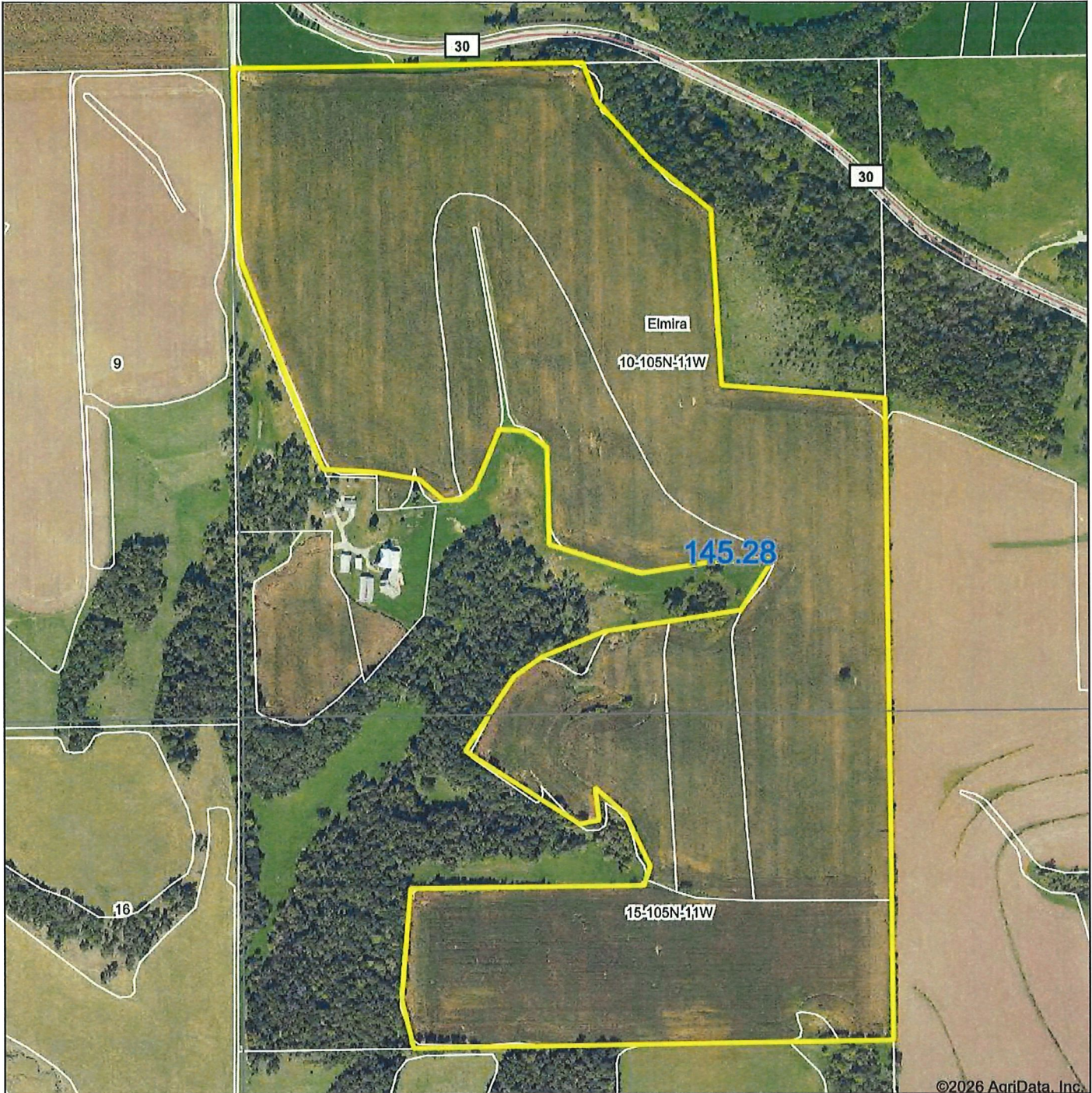
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Maps Provided By:
surety
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10-105N-11W
Olmsted County
Minnesota

Field borders provided by Farm Service Agency as of 5/21/2008.

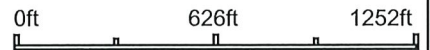
Flanary Trust Parcel #1 Aerial Map



©2026 AgriData, Inc.



Boundary Center: 43° 54' 24.2, -92° 8' 2.03



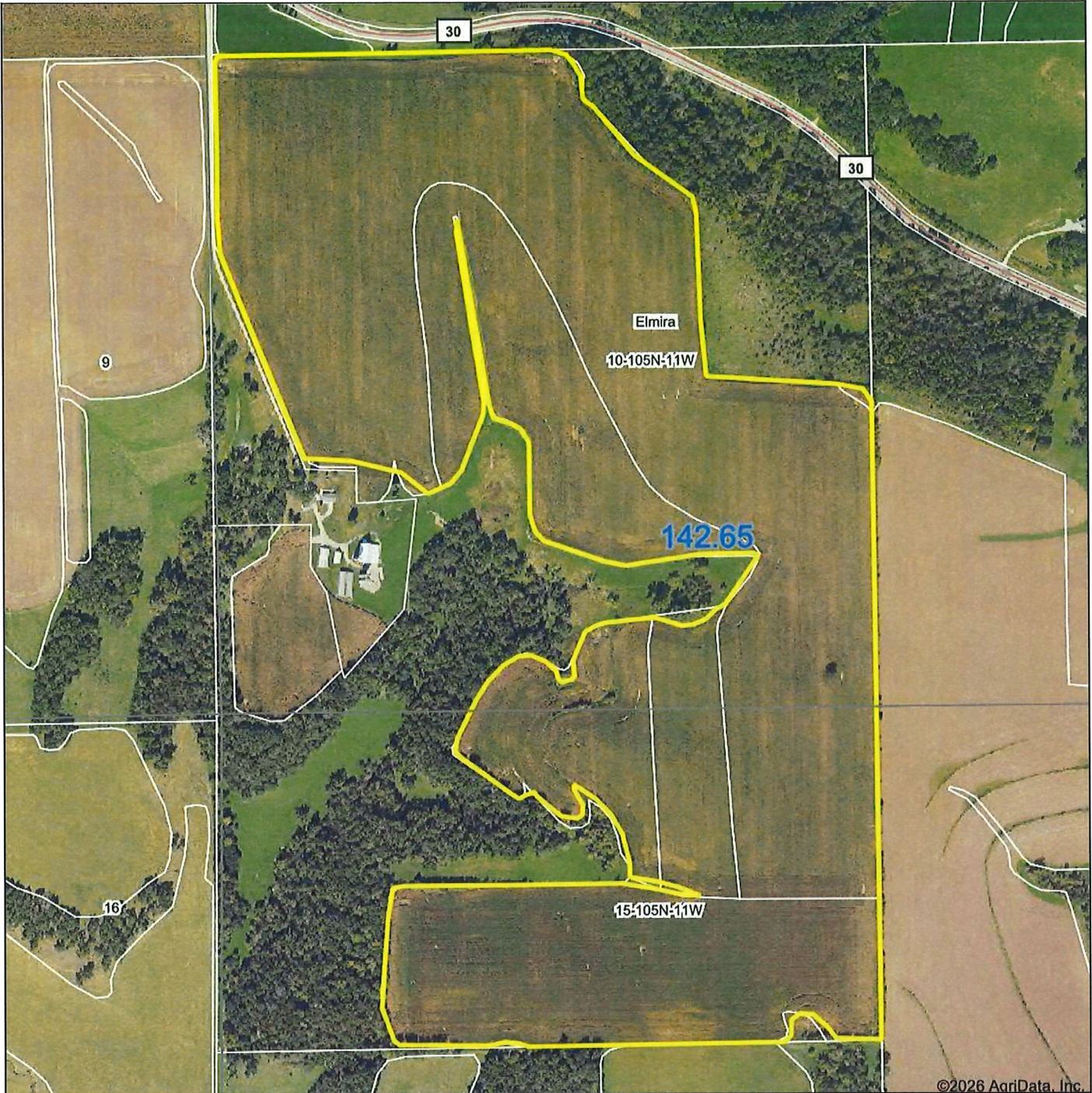
10-105N-11W
Olmsted County
Minnesota

1/15/2026



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Field borders provided by Farm Service Agency as of 5/21/2008.

Flanary Trust Parcel #1 Tillable Acres Aerial Map



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Boundary Center: 43° 54' 24.2, -92° 8' 1.92

0ft 617ft 1234ft



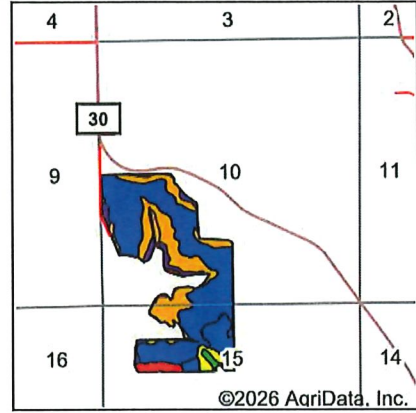
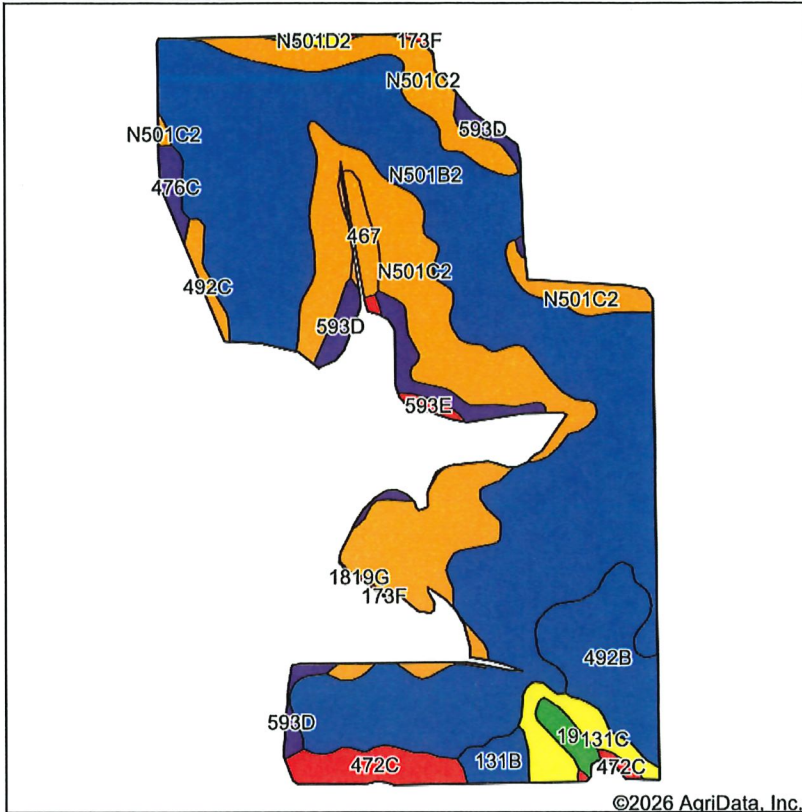
1/21/2026

10-105N-11W
Olmsted County
Minnesota



Field borders provided by Farm Service Agency as of 5/21/2008.

Flanary Trust Parcel #1 Soils Map



State: **Minnesota**
 County: **Olmsted**
 Location: **10-105N-11W**
 Township: **Elmira**
 Acres: **142.65**
 Date: **1/21/2026**



Soils data provided by USDA and NRCS.

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Area Symbol: MN109, Soil Area Version: 20

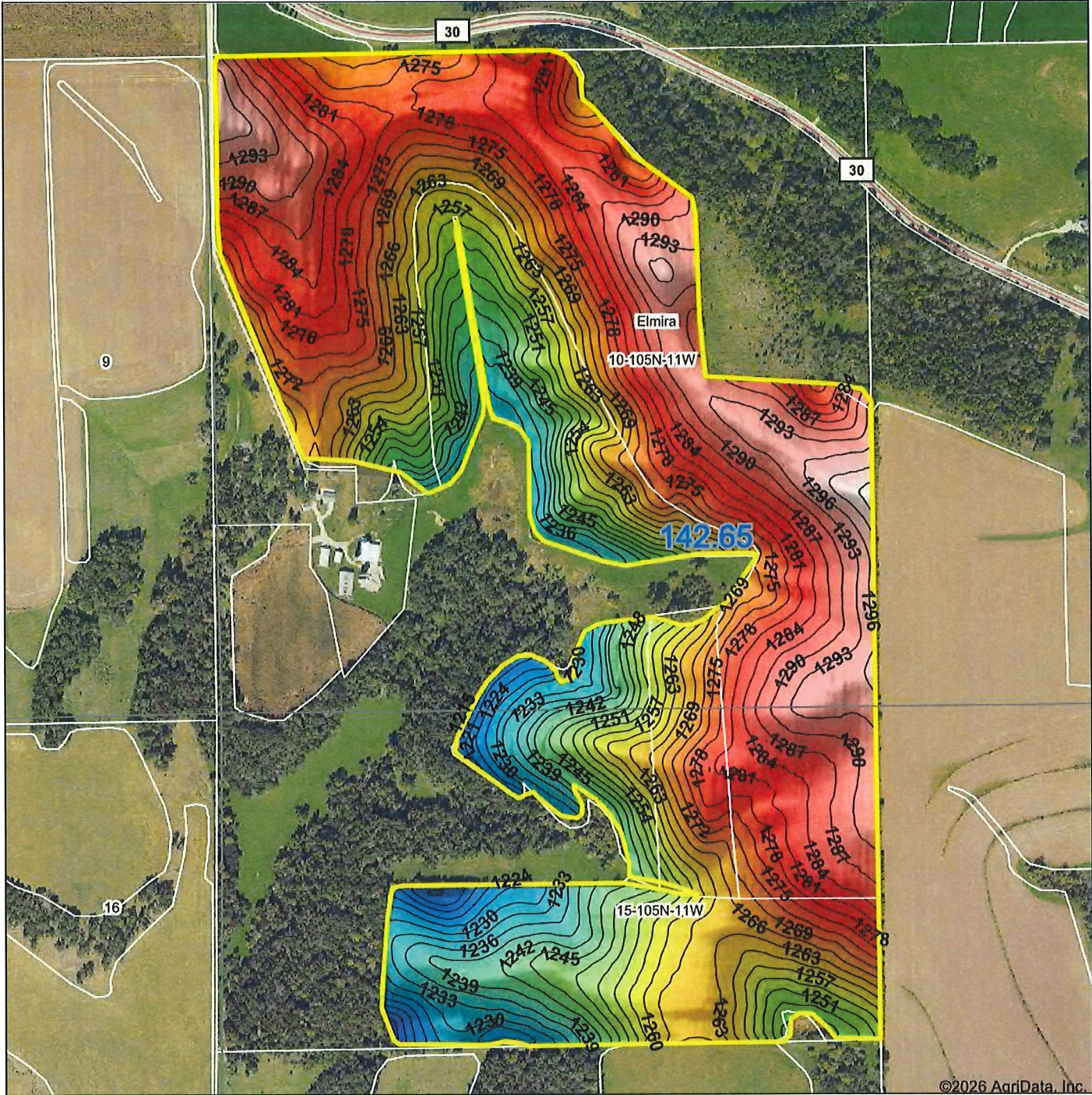
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	Oats Bu	*n NCCPI Soybeans	
N501B2	Downs silt loam, 2 to 6 percent slopes, moderately eroded	78.60	55.1%		Ile	90		73	
N501C2	Downs silt loam, 6 to 12 percent slopes, moderately eroded	34.42	24.1%		IIIe	80		71	
492B	Nasset silt loam, 2 to 6 percent slopes	8.81	6.2%		Ile	86	4	60	
593D	Elbaville silt loam, 12 to 18 percent slopes	5.44	3.8%		IVe	53		62	
472C	Channahon loam, 6 to 12 percent slopes	3.82	2.7%		VIe	28		26	
131C	Massbach silt loam, 6 to 12 percent slopes	3.59	2.5%		IIIe	69	3	65	
131B	Massbach silt loam, 2 to 6 percent slopes	1.84	1.3%		Ile	84	4	73	
467	Sawmill silty clay loam	1.63	1.1%		IIw	79		80	
19	Chaseburg silt loam, moderately well drained, 0 to 2 percent slopes	1.25	0.9%		IIw	92		84	
476C	Frankville silt loam, 6 to 12 percent slopes	1.01	0.7%		IIIe	55	2	57	
492C	Nasset silt loam, 6 to 12 percent slopes	1.00	0.7%		IIIe	77	3	56	
593E	Elbaville silt loam, 18 to 30 percent slopes	0.57	0.4%		VIe	24		43	
N501D2	Downs silt loam, 12 to 18 percent slopes, moderately eroded	0.40	0.3%		IVe	69		64	
173F	Frontenac loam, 15 to 35 percent slopes	0.13	0.1%		VIIe	11		9	
1819G	Dorerton-Rock outcrop complex, very steep	0.08	0.1%		VIIe	2		10	
473D	Dorerton loam, 12 to 25 percent slopes	0.06	0.0%		VIe	27	2	36	
Weighted Average						2.49	82.7	0.4	*n 69.5

*n: The aggregation method is "Weighted Average using all components"

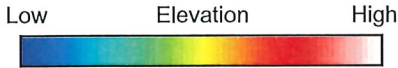
*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

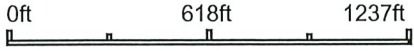
Flanary Trust Parcel #1 Tillable Topography Hillshade



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Source: USGS 3 meter dem
 Interval(ft): 3
 Min: 1,213.2
 Max: 1,303.1
 Range: 89.9
 Average: 1,267.1
 Standard Deviation: 19.65 ft



10-105N-11W
 Olmsted County
 Minnesota

Boundary Center: 43° 54' 24.2, -92° 8' 1.92



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 Field borders provided by Farm Service Agency as of 5/21/2008.

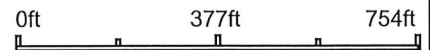
Flanary Trust Parcel #2 Aerial Map



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Boundary Center: 43° 54' 36.95, -92° 7' 52.35



10-105N-11W
Olmsted County
Minnesota



1/15/2026

Field borders provided by Farm Service Agency as of 5/21/2008.

Flanary Trust Parcel #3 Aerial Map



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Boundary Center: 43° 54' 16.93, -92° 8' 5.37



15-105N-11W
Olmsted County
Minnesota



1/15/2026



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Field borders provided by Farm Service Agency as of 5/21/2008.

P4 S20-10-105-11
N-NW 15-105-11

PARCEL #3

WELL AGREEMENT

This Well Agreement is by and between **James B. Flanary** and **Elizabeth June Flanary**, husband and wife, (hereinafter collectively called "first party") and **Daniel A. Ristau** and **Catherine A. Ristau**, (hereinafter called "second party").

WHEREAS first party is the fee owner of a parcel located in Sections 10 and 15, Township 105, Range 11, Olmsted County, Minnesota described in the attached Exhibit "A", and hereinafter called "Tract A"; and

WHEREAS second party is on even date herewith purchasing from first party an adjoining parcel located within the Southwest Quarter of Section 10, Township 105, Range 11, Olmsted County, Minnesota, the description of which is attached hereto as Exhibit "B" and hereinafter referred to as "Tract B"; and

WHEREAS there is a well located on Tract B which periodically provides water to the livestock on Tract A; and,

WHEREAS in consideration of first party selling Tract B to second parties, the second parties have agreed to enter into this Well Agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The well on Tract B is located approximately 30 feet Southwest of the house located on Tract B and is currently used to provide water to the house located on Tract B and to livestock kept on Tract A.
2. The owner of Tract A is hereby granted and shall have the right to pump and use water from the well located on Tract B to provide water to livestock located on Tract A. Said water may be withdrawn by the owner of Tract A from the faucets located in the Barn and attached Milkhouse located on Tract B through a hose or other delivery system for the purpose of delivering the water from said faucet or faucets to the Boundary between Tract A and Tract B. The parties agree that the amount of livestock located on Tract A using water from said well shall not exceed fifty animal units at any one time, as animal unit is defined under chapter 7020 of the Minnesota Code of Agency Regulations.
3. The owners of Tract A and Tract B shall periodically determine compensation to be paid by the owner of Tract A to the owner of Tract B for water used for livestock located upon Tract A and the time and method of payment.

However, the owner of either Tract A or Tract B may, at any time, request and require the installation of a separate water meter to measure the quantity of water

produced from the well on Tract B and used for livestock located upon Tract A, the cost for the meter and its installation to be split equally between the owners of Tract A and the owners of Tract B.

In the event that either party requests the installation of such a meter, the owner of Tract A shall thereafter pay to the owner of Tract B compensation for said water based upon the amount of water used, as determined from the time of installation of said meter. Said compensation shall equal the rate charged by the City of St. Charles in Winona County, Minnesota for residential customers, per 1,000 gallons of water delivered. Said payment shall be determined for each calendar month and shall be paid within 10 days after the end of each calendar month or at the time that the owners of Tract A have been given written notice of the bill for the previous month, whichever date is later.

The owners of Tract B may change the rate charged per 1,000 gallons of water delivered, said change to occur not more often than once every five years. If changed, said rate shall equal the rate charged by the City of St. Charles in Winona County, Minnesota for residential purposes per 1,000 gallons of water delivered, said rate to be determined as of the day of the change. The owners of Tract B shall notify the owners of Tract A, in writing, of any said change in rate and the date of delivery of said written notice shall be the effective date of the rate change.

4. The owner of Tract B will be responsible for repairing, maintaining and replacing all pipes providing water to Tract B and the pipe from the well on Tract B to the Barn and attached Milkhouse on Tract B. This includes the cost for said repair, maintenance or replacement.
5. Second party hereby grants first party an easement one Rod in width from the faucet located in the Barn and attached Milkhouse located on Tract B to the boundary between Tract A and Tract B for the hose or other delivery system used for the transportation of water from said faucet to the Boundary between Tract A and B. First party shall be responsible for providing, repairing and maintaining said hose or other delivery system from said faucets to Tract A.
6. The cost of electricity for operating the pumping system for the well will be paid by the owner of Tract B. The cost of maintaining or, if necessary, replacing the pump and storage system will be paid by the owner of Tract B.

Maintenance includes all normal costs incurred to keep the well and pump in a normal operating condition and replacement of any part or parts thereof to accomplish the correct, proper, and satisfactory operation of said items.

7. If the owner of Tract B fails to properly pay for maintenance and electricity regarding the well or pipes or pumping system or to properly maintain said well,

pipes or pumping system, the owner of Tract A shall have the right to make said payments or provide for said maintenance, in which case the owner of Tract A shall be immediately entitled to reimbursement for said cost from the owner of Tract B, together with interest thereon from the date of payment at the highest rate allowed by Minnesota law as well as all cost of collection including a reasonable attorney's fee if not less than \$500.00.

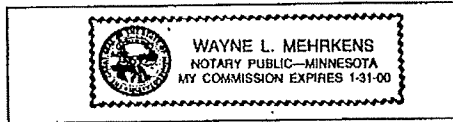
8. The owner of Tract A is given and granted free ingress to and egress from the well, pipes and pumping system located on Tract B and full access thereto for the purpose of inspecting said well, pipes and pumping system and, if the owners of Tract B fail to do so, maintaining and repairing said well, pipes and pumping system, as necessary to maintain a water supply for the livestock on Tract B.
 9. The owner of Tract A may discontinue the use of the water and pumping system at any time upon 60 days written notice to the owners of Tract B. Upon such discontinuance, all ownership, contract and easement rights and obligations of the Tract A owners and their heirs, successors, and assigns will terminate except for their obligation to pay for any water already delivered to Tract A.
 10. In the event any dispute arises concerning the interpretation or application of this agreement or concerning the maintenance or operation of the well and pumping system, the dispute shall be determined by binding arbitration under the laws of the state of Minnesota. If the parties are unable to agree on a single arbitrator, they shall each elect one and the ones thereby chosen by the owners must select another to make the number of arbitrators uneven. Each owner must pay the fees and expenses of any arbitrator chosen just by him. The parties must share and pay equally the fees and expenses of a single arbitrator or have an arbitrator chosen by the other arbitrators.
 11. All covenants, agreements and easements contained herein run with the land and shall be binding upon the heirs, personal representatives, successors, and assigns of the respective parties with respect to tracts A and B.
 12. The following definition applies in this agreement: Owner means the owner of a tract. Whenever a tract has multiple owners, they are collectively the owner of that Tract and must act as single owner for all purposes under this agreement. The multiple owners of a given tract, for example, may collectively chose only one arbitrator under Article number 8, but they are jointly and severally liable for the financial obligations of the owner of their tracts.
 13. This agreement is effective as of 12:01 A.M. May 16, 1998.
-

Subscribed and sworn to before me by James B. Flanary and Elizabeth June Flanary this
15 day of May, 1998.

James B. Flanary
James B. Flanary

Elizabeth June Flanary
Elizabeth June Flanary

Wayne L. Mehrkens
Notary Public

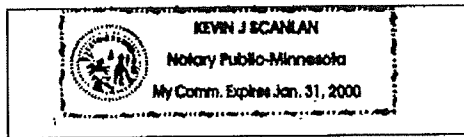


Subscribed and sworn to before me by Daniel A. Ristau and Catherine A. Ristau this
15 day of May, 1998.

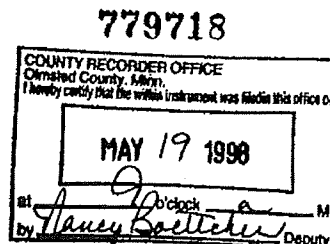
Daniel A. Ristau
Daniel A. Ristau

Catherine A. Ristau
Catherine A. Ristau

Kevin J. Scanlan
Notary Public



Drafted by:
Wayne L. Mehrkens
Ryan & Grinde, Ltd.
313 West Sixth Street
PO Box 56
St. Charles, MN
(507) 932-4461



chg 10.00

Exhibit "A"

The Southwest Quarter of Section Ten (10), and the North Half of the Northwest Quarter (N ½ NW ¼) of Section Fifteen (15) all in Township One Hundred Five (105) North, Range Eleven (11) West; excepting therefrom 11.52 acres described in the attached Exhibit B.
