



ABSOLUTE LAND AUCTION

10 ACRES | TWP RD 158 | COSHOCTON COUNTY, OHIO



Auction Begins Closing **March 5 at 6pm EST**

www.MossyOakProperties.com

10 ACRES | COSHOCTON COUNTY, OHIO



Address: 0 Twp Rd 158, West Lafayette, Ohio

Located along Twp Rd 158 in Coshocton County, this 10-acre property offers a great opportunity for hunting and recreation. The current owners have enjoyed hunting ducks, deer & turkey on the property for several years. From the road, a gated trail leads back to a small clearing that's ideal for your camper or cabin. Electric service is available, and due to a prior home being on the property, there may be a water well or cistern (buyer to verify). The property sells with a very nice box blind and feeder. Due to previous strip mining, there is a shallow pond on the property that has provided several successful duck hunts. Annual property taxes are approximately \$32.00 (CAUV). The seller's mineral rights will transfer with the sale. Coshocton County parcel 0180000164602. Clear title and a title insurance policy will be issued to the buyer at closing. There are no deed restrictions. Acceptance of auction terms is required prior to bidding. A **10% buyer's premium** will be added to the highest bid price to determine the final purchase price. All bidders are solely responsible for conducting their own due diligence prior to bidding. A **10% non-refundable deposit** will be required from the winning bidder. **You may walk the property anytime at your own risk and convenience.**

AUCTION TERMS



The following is a summary of the Terms and Conditions for this auction of real estate located at and/or identified as Township Road 158, West Lafayette, OH, (the "Property"), Coshocton County parcel 01800-001-646-02 being 10 acres.

By participating in this auction, the Bidder acknowledges, agrees, and accepts that the Bidder has fully read, understands, and consents to be bound by all of the following Terms and Conditions.

This auction has an undisclosed reserve price. If the highest bid meets or exceeds the reserve price, the highest bidder will execute the real estate purchase agreement. **The Real Estate Purchase Agreement and title documents are available for review prior to bidding under the "Documents" tab of the auction website.** No revisions to the Purchase Agreement will be permitted.

Auctioneer Brian Bauer, and Bauer Realty & Auctions, LLC represent the Sellers only.

AUCTION PROCEDURE. All bids are legally binding for 24 hours following the close of the auction. The auction will begin closing on March 5th, 2026, at 6:00 PM EST. Bidding will remain open on this property until 5 minutes have passed without receiving a bid. This soft close ensures fairness and allows the highest bidder to win. Auctioneer reserves the right to shorten or extend this time. You are NOT bidding by the acre. Bidding is for a lump sum total dollar amount for the property.

BUYER'S PREMIUM & PURCHASE PRICE. A 10% Buyer's Premium will be added to the winning bid to calculate the Total Purchase Price. All bid amounts displayed online DO NOT include the Buyer's Premium. If Bidder's bid is accepted, Bidder is legally bound to purchase the Property and agrees to pay the Total Purchase Price, consisting of: Winning Bid amount, Plus 10% Buyer's Premium, Plus 50% of the standard title company closing fees, Plus 50% of the Owner's Policy of Title Insurance.

NON-REFUNDABLE DEPOSIT. The winning bidder(s) shall tender a non-refundable deposit equal to ten percent (10%) of the Total Purchase Price via electronic transfer or other method specified by the Auctioneer within one (1) business day of the conclusion of the auction. If the winning bidder fails to tender the required non-refundable deposit in accordance with these auction terms, such failure shall constitute a material default under Ohio law, and the Auctioneer and/or Seller may pursue damages and all other remedies available by law. If the winning bidder fails to close the transaction, through no fault of the Seller, the non-refundable deposit shall be retained by the Auctioneer and Seller as liquidated damages.

PROPERTY CONDITION & INSPECTIONS. The property is offered and sold **AS-IS, WHERE-IS, WITH ALL FAULTS**, and without any representations, warranties, guarantees, or assurances of any kind, express or implied, by Seller or Auctioneer, including but not limited to soil conditions; septic system feasibility or approval; water availability; access to or availability of public or private utilities; environmental conditions; or suitability for any intended use. Seller and Auctioneer shall make no repairs, improvements, or concessions of any kind. **All due diligence is the sole responsibility of the bidder and must be completed prior to bidding.** Any inspections are conducted at the bidder's sole risk and expense. **This sale is not contingent upon inspections, financing, appraisals, septic approval, utility access, or any other condition.**

FINANCING. The winning bidder may choose to finance their purchase; however, this sale is NOT contingent upon the buyer obtaining financing. Buyers are advised to obtain lender pre-qualification prior to bidding. Buyer assumes responsibility for any appraisal gaps or lender valuation discrepancies.

CLOSING. Closing shall take place on or before April 4th, 2026. Sellers will convey title by General Warranty Deed. Closing will be conducted by: Northwest Title. Phone: 740-994-4466.

MINERAL RIGHTS. The seller is not reserving any mineral rights. Prior to bidding, bidders must conduct their own due diligence concerning the mineral estate of this property being offered at auction. The auctioneers are not oil/gas attorneys. Any bidder should contact an attorney for advice or guidance as to the status of the mineral estate.

BIDDER INFORMATION & PRIVACY. By bidding on any of our auctions, you agree that Bauer Realty & Auctions, LLC has the right to share your name and phone number with the winning bidder/s only. Our bidding process is very transparent, and upon the winning bidder's request, we may provide our bidder's list to the winning bidder/s at the auctioneer's discretion.

BIDDER ELIGIBILITY. Bidders must be 18 years of age or older. Only the actual buyer may register and bid; no proxy or third-party bidding is permitted. All bidders are subject to approval at the Auctioneer's sole discretion. Auctioneer reserves the right to request proof of funds or a lenders pre-qualification letter before allowing participation or acceptance of any bid.

BID RIGGING – FEDERAL LAW. Bid rigging is a federal felony under Title 15, Section 1 of the U.S. Code (Sherman Antitrust Act). Any agreement or understanding between bidders to restrict or suppress competitive bidding is illegal. Violations may result in: Fines up to \$100,000,000 for corporations. Fines up to \$1,000,000 for individuals. Imprisonment up to ten (10) years. **The Auctioneer reserves the right to report suspected violations to the FBI or other applicable authorities for investigation and prosecution.**

TECHNICAL ISSUES. In the event of any technical difficulties involving servers, software, internet, or auction platform systems, the Auctioneer reserves the right to extend, pause, resume, or close the auction as deemed appropriate. Neither the Auctioneer nor the software provider shall be liable for any missed bids or platform malfunctions.

ANNOUNCEMENTS. All oral announcements and online postings made by the Auctioneer shall take precedence over any previously printed or published materials.

DEFAULT & ENFORCEMENT. Should Bidder fail to comply with these Terms and Conditions, Auctioneer and/or Sellers may pursue all legal remedies available, including recovery of actual damages, court costs, and reasonable attorney's fees incurred to enforce these terms.



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 0 Twp Rd 158, West Lafayette, OH

Buyer(s): _____

Seller(s): 10 Acre TR 158 LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Brian Bauer and real estate brokerage Bauer Realty & Auctions, LLC will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



REAL ESTATE AUCTION PURCHASE AGREEMENT

According to the terms in this Auction Purchase Agreement (the "Agreement"), the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell real estate located in the State of Ohio, County of Coshocton and being more fully described as: 0 Twp Rd 158, West Lafayette, OH and being 10 acres (approximately).

Parcel I.D. No.(s) 0180000164602

The property, which Buyers accepts in its "AS IS" present physical condition, shall include the land together with the buildings thereon, if any, and all hereditaments, appurtenances, rights, privileges, and easements belonging thereto (all of which are referred to as the "Property"), (a) Any mortgages, liens and encumbrances created or assumed by Buyer; (b) restrictions, reservations, covenants, conditions, limitations and easements of record; (c) oil and gas leases of record; (d) zoning ordinances, if any; (e) legal highways; (f) taxes and assessments, which are a lien, or which have not been certified to the auditor or which have been certified but have not been placed on the duplicate or have been deferred, but not yet due and payable; and (g) all coal and other mineral rights and interests previously transferred or reserved of record, and any other matters of record identified and excluded from coverage in any title insurance policy obtained in accordance with this Agreement (the "Permitted Exceptions"). If the Property requires a survey prior to Closing, Buyer acknowledges that the amount of acreage comprising the Property, the dimensions of the Property, and the road frontage amounts are approximate and are subject to final survey. Buyer further acknowledges that the amount of acreage determined by the survey, if any, may be more or less than the amount stated in this Agreement and that the Purchase Price will be adjusted accordingly if a per-acre price calculation is used.

PRICE: Buyer shall pay the total (the "Purchase Price") for the Property as follows:

Gavel Price: (Acreage X Per Acres Price, if applicable): _____

Buyer's Premium: 10 % of Gavel Price (if applicable): _____

TOTAL (Combine Gavel Price and Buyer's Premium): _____

NON-REFUNDABLE DEPOSIT: Buyer shall deposit on the next business day after the auction, a non-refundable deposit in immediately available funds in the amount of 10 % of the Purchase Price set forth above. The Deposit shall be deposited in the Broker's trust account upon Acceptance unless other arrangements have been made and agreed to, in writing, by Buyer and Seller.

Deposit Type: ☐ Wire Transfer ☐ Check # _____

Non-Refundable Deposit Amount: _____

Balance of Purchase Price: _____

PAYMENT OF PURCHASE PRICE: At or before the Closing, Broker shall deliver the Deposit to the escrow agent/title agent ("Escrow Agent"), which shall be credited against the Purchase Price at the Closing. No interest shall accrue on the Deposit or other funds held in trust by Broker. Buyer agrees to pay the Purchase Price balance in U.S. Dollars in immediately available funds on or before the Closing Date. Buyer acknowledges that all obligations under this Agreement are not contingent on obtaining financing, and Buyer represents to Seller and Broker that it either has cash or is approved for a loan at a reputable lending institution in an amount sufficient to discharge all payment obligations under this Agreement.

Seller(s) Initials _____ / _____ Buyer(s) Initials _____ / _____

“AS IS” CLAUSE AND INSPECTION: Seller is selling the Property in its “AS IS” condition. This Agreement is not contingent upon any inspections. If the Buyer or Buyer’s lender requests or requires any inspections, the Buyer shall be responsible for any inspection cost. The seller will cooperate in making the premises reasonably available for inspections. Should any lender of Buyer request a remedy or any corrective action following an inspection, Buyer shall be responsible for any cost thereof. The inspection result(s) shall not affect the Buyer’s obligation to purchase the Property. In the event Seller provides any home inspection report, Buyer understands and acknowledges IT IS FOR INFORMATION PURPOSES ONLY AND IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT OF THE SELLER.

NO WARRANTIES; “AS IS” CONDITION: There are no warranties as the real estate is being sold “AS IS.” The Property is being purchased in its present physical condition, "AS IS," after examination by the Buyer, and the Buyer is relying solely upon such examinations with reference to the condition, value, character, and dimensions of the Property and the home and other buildings, improvements, and fixtures, if any, and is not relying upon facts presented by Broker or its employees or agents, or any written material prepared by Broker regarding the Property, including, but not limited to the sales flyers and advertisements, Realtor Information Sheet, Property Information Sheet, or Multiple Listing Service Publication. Real estate salespeople are not tradesmen, therefore, a salesperson cannot represent the plumbing, electrical structure, heating, water supply, sewage system, or any other physical plan to be in good or proper condition. He or she is not qualified to do so. The buyer has read and understands the above "AS IS" clause.

CLOSING: Closing shall be on or before April 4th, 2026 (the “Closing” or “Closing Date”) or seven (7) days following receipt of all administrative, governmental and/or judicial approval necessary for closing, whichever is later. Time is of the essence in the performance by Buyer of its obligations under this Agreement. If Seller is unable to close the transaction contemplated by this Agreement on or before the Closing Date, the Closing Date shall be automatically extended to fulfill Seller requirements for Closing, if necessary. As used herein, the “closing” shall refer to the date of recording of the deed; closing is not the date of disbursement of Seller’s proceeds.

POSSESSION: Subject to any tenancy rights or parties in possession. Seller is entitled to possession through closing. When Seller delivers possession, the premises will be in the same condition as the contract's acceptance date. Normal wear and tear are expected.

DEED: Seller shall convey title to the Property by general warranty deed or fiduciary deed, if appropriate, subject to the Permitted Exceptions. Seller shall convey title free and clear of liens and encumbrances not excepted by this Agreement and except (a) those created by or assumed by Buyer, (b) those specifically set forth in this Agreement, (c) zoning ordinances, (d) legal highways, (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with the present lawful use, and (f) all coal, oil, gas and other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

Seller(s) Initials _____ / _____ Buyer(s) Initials _____ / _____

paragraph shall survive both the Closing of the transaction, the transfer of title, and any termination of this Agreement.

CONSUMER GUIDE & AGENCY DISCLOSURE: Buyer acknowledges receipt of Broker's Consumer Guide to Agency and Agency Disclosure.

RESIDENTIAL PROPERTY DISCLOSURE: If applicable, Buyer acknowledges receipt from Seller of a signed and dated Residential Property Disclosure Form in compliance with Ohio Revised Code Section 5302.30 *et. seq.* (the "Residential Disclosure Law"). If the Property does not contain a previously occupied dwelling, Buyer acknowledges the Residential Disclosure Law does not apply to this transaction.

LEAD PAINT DISCLOSURE: If applicable, Buyer acknowledges that, prior to signing this contract, Buyer received a Lead Paint Disclosure form and booklet in compliance with the Federal Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"). Alternatively, the Buyer acknowledges that the Property either contains no residential buildings or that all such buildings were constructed after 1978 and that the Act does not apply to this transaction.

NO REPRESENTATIONS BY BROKER: The parties acknowledge Broker has not made, does not make, and has not authorized anyone else to make any warranties as to (a) the existence or lack of existence of any mineral rights, lease of mineral rights, reservations of mineral rights or any other matter regarding mineral rights or title to the Property; and (b) any other matter or thing relating to the Property or this Purchase Agreement. Buyer and Seller expressly acknowledge that they may not rely and are not relying upon any representations made by Broker (or on Broker's behalf) in entering into this Purchase Agreement. Buyer and Seller have inspected the Property, conducted their own due diligence, or caused the same to be made on their behalf, and are thoroughly familiar with and fully satisfied.

OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records law. Therefore, you can obtain information from the local sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. Buyer shall rely on Buyer's own inquiry with the local sheriff's office regarding the registered sex offenders in the area and shall not rely on Seller, Broker, or any real estate agent regarding such matters.

HUD STATEMENT: Buyer and Seller grant permission and instruct Escrow Agent or title company to provide an estimated HUD settlement statement to the respective agents for Buyer and Seller for their review prior to Closing and a final HUD settlement statement for their records after Closing.

ADDITIONAL TERMS AND CONDITIONS:

Box blind and wildlife feeder is included with the sale.

Seller(s) Initials _____ / _____ Buyer(s) Initials _____ / _____

MISCELLANEOUS: This Agreement (and any fully-signed addendums or exhibits hereto) constitute(s) the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings between the parties, if any, and this Agreement cannot be amended or modified except by a writing signed by all Parties. This Agreement shall bind Seller and Buyer and their respective heirs, executors, administrators, successors, and assigns. By signing hereto, each respective party acknowledges that they have had the opportunity to review this Agreement with an attorney, fully understand their rights and obligations, and have the authority to enter it. The law of the State of Ohio shall govern this Agreement. This Agreement may be executed in two or more counterparts, all of which, when taken together, shall constitute one and the same document, with the same effect as if all Parties hereto had signed the same signature page. A facsimile or electronic copy of any Party's signature shall be deemed as legally binding as the original signatures.

SELLER:

Signature Date

Print Name

Signature Date

Print Name

Brian Bauer

Brokerage / Agent

614-949-6764

Phone

bbauer@mossyoakproperties.com

Email

BUYER:

Signature Date

Print Name

Signature Date

Print Name

LAF-4-0057

BEING PART OF: LOT 5, 7 & 8

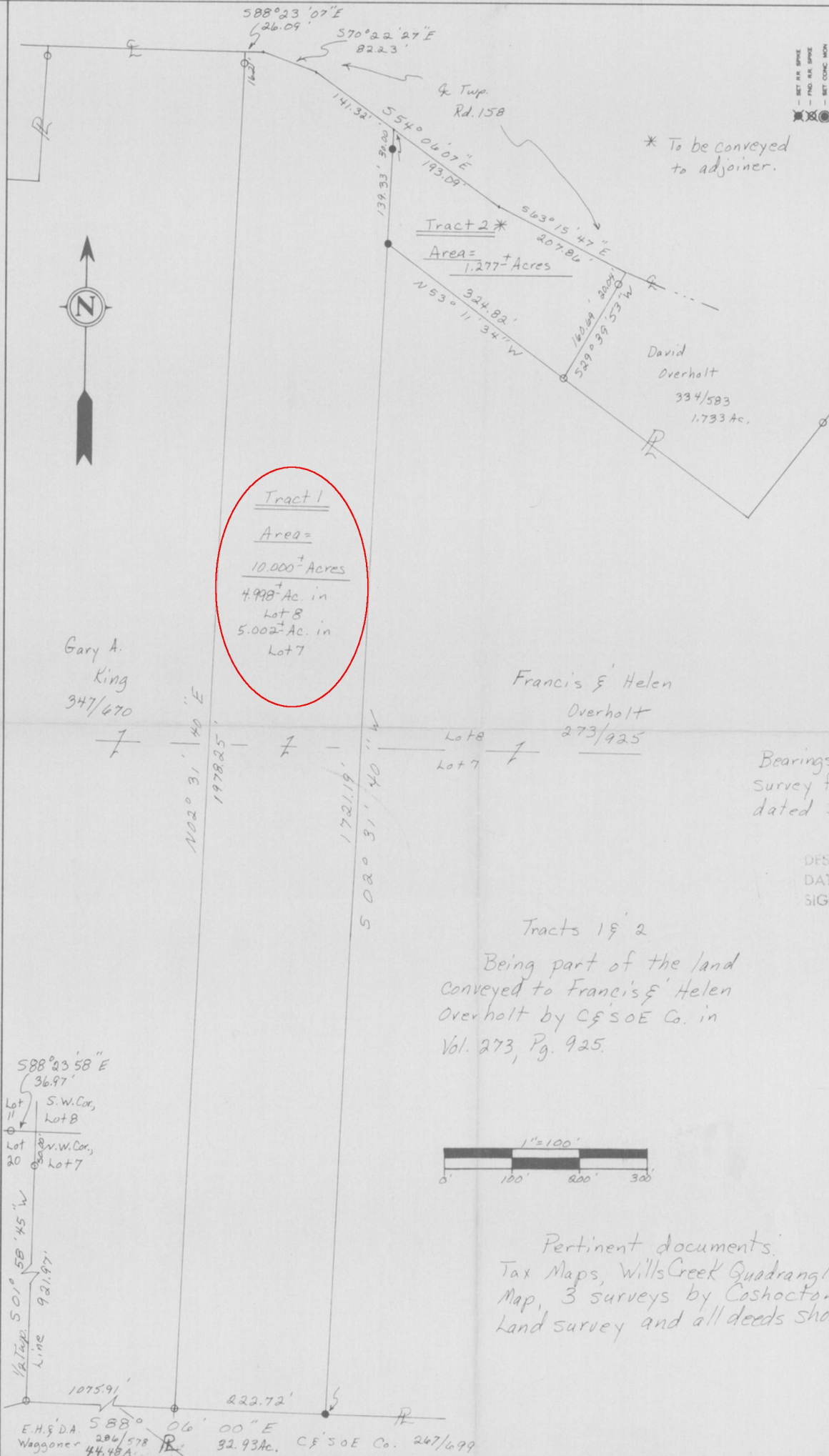
QUARTER SECTION
T 5 N. R 2 W
TOWNSHIP
COUNTY

THE COSHOCTON LAND SURVEYING SERVICE, INC.

COSHOCTON, OHIO 43812

233 S. FOURTH ST.

SURVEY FOR: Francis Overholt
DATE: May, 1987
SCALE: 1" = 100'



Legend:
- SET IR SPIKE
- FND IR SPIKE
- SET CONC MON
- FND CONC MON
- SET WOOD PIN
- FND WOOD PIN
- FOUND STAKE
- SET Pk NAIL
- FND Pk NAIL
- CORNER POST

1/2" ID water pipe, 36" L
1/2" ID Pipe or shown

* To be conveyed to adjoiner.



I hereby certify the above plat to be correct to the best of my knowledge and belief.

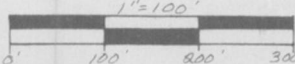
THE COSHOCTON LAND SURVEYING SERVICE

REGISTERED SURVEYOR 5935
REGISTERED ENGINEER 37405

Bearings based on a survey for Dave Overholt dated 3/82.

DESCRIPTION APPROVED
DATE MAY 5 1987
SIGNATURE E. J. [Signature]

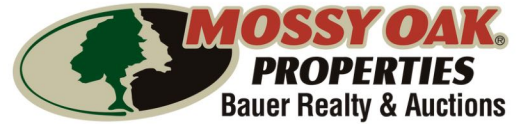
Tracts 1 & 2
Being part of the land conveyed to Francis & Helen Overholt by CF'SOE Co. in Vol. 273, Pg. 925.



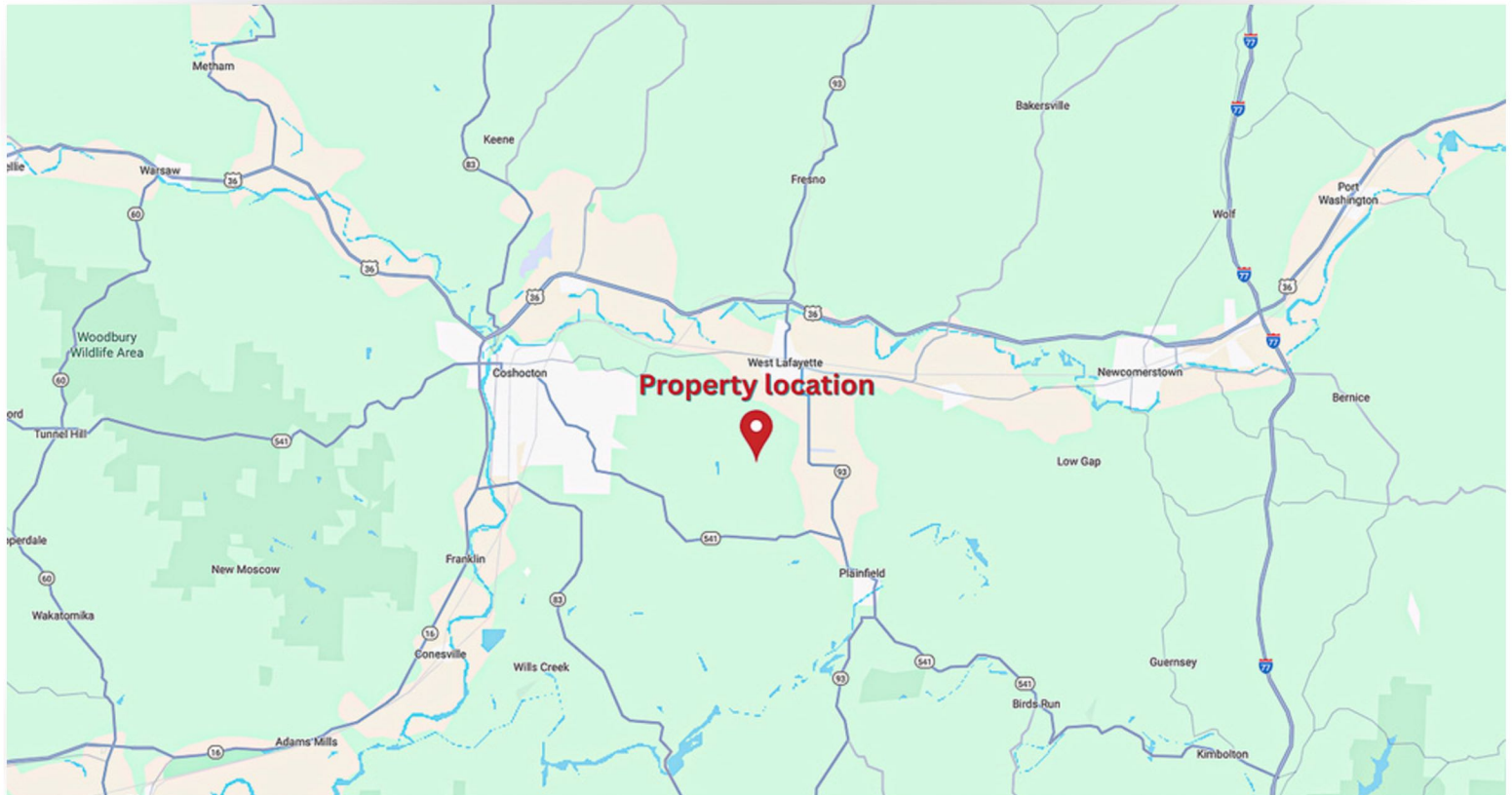
Pertinent documents:
Tax Maps, Wills Creek Quadrangle Map, 3 surveys by Coshocton Land survey and all deeds shown.

Subject To All Easements
And Rights-Of-Way, Public
And Private, Of Record

10 ACRES | COSHOCTON COUNTY, OHIO



Bid online anytime or at our office
Mossy Oak Properties - 8417 St Rt 241 Mt. Hope, OH 44660
on March 5th from 5:00 PM to 6:00 PM EST



SCAN TO BID!



BRIAN BAUER | 614-949-6764
Auctioneer & Agent
bbauer@mossyoakproperties.com



www.MossyOakProperties.com