

# SEIZED REAL PROPERTY

US Department of the  
Treasury in conjunction  
with IRS-CI

# PUBLIC AUCTIONS



**Auction Date:**  
Wednesday, February 15, 2012

**Auction Times:**  
Registration at 10:30 a.m.  
Auctions at 11:00 a.m.

**Auction Location:**  
Auctions held at the properties

**Open House Dates:**  
Sunday, February 5 and 12, 12-4pm.  
Lots can be viewed any day.

**Deposit: \$5,000**  
cashier's check payable to URS  
Cashier's checks made payable to bidder's  
name CANNOT be accepted

For more details visit our website at:  
[www.treas.gov/auctions/treasury/rp](http://www.treas.gov/auctions/treasury/rp)  
and click on upcoming auctions

If all your questions are not answered using our  
website, or you do not have internet access,  
please call the Public Auction Line at  
**(703) 273-7373**

## 218 Shamrock Drive, Floresville, Texas 78114



**Utilities:** Electric, Gas, Water, Septic  
**Parcel No:** 36611  
**2008 Annual Taxes:** \$2,481.79 ±  
**Zoning:** Single Family Residential  
**Age:** 10 years  
**Total Living Space:** 2,743 ± sq. ft.  
**Total Site Area:** 5.85 ± acres  
**County:** Wilson

**SINGLE FAMILY HOME:** 1 level home with 3 bedrooms, 2 baths, kitchen, living room, dining room, study, and detached garage. The home has vaulted ceilings, jetted tub in master bath, a covered hot tub enclosure, patio, and deck. It sits on 5.85 ± acres outside the city limits of Floresville. Floresville is approx. 24 miles from San Antonio, TX. It will be sold separately and then offered combined with 2 adjacent lots. **SPECIAL CONDITION:** The home does not conform to current HOA standards and it will be the buyer's responsibility to bring it to HOA standards.

## 214 & 210 Shamrock Dr, Floresville, TX 78114



**Utilities:** Electricity, Water, Septic  
**Zoning:** Single Family Residential  
**County:** Wilson  
**Parcel No:** 36610  
**2008 Annual Taxes:** \$999.06 ±  
**Total Site Area:** 6.71 ± acres  
**Parcel No:** 33609  
**2008 Annual Taxes:** \$757.14 ±  
**Total Site Area:** 5.0 ± acres

**RESIDENTIAL LAND:** 2 residential lots that will be sold the same day along with the single family home at 218 Shamrock Drive. They will be sold separately and then offered combined. The lots are triangular in shape and are adjacent. The larger lot at 214 Shamrock is 6.71 ± acres and is located between the home and second parcel. The smaller lot at 210 Shamrock is 5 ± acres total.

**DIRECTIONS TO PROPERTIES:** From San Antonio take I-37 S via the ramp to I-10 S and travel 9.2 miles. Take exit 132 to merge onto US-181 S toward Floresville and travel 14.6 miles. Turn Left at Shannon Ridge Drive. Take the 1st Right onto Shamrock Drive.

**ALSO BEING  
AUCTIONED  
FEB 15 & 16**

**FEB 15: COMMERCIAL BLDG IN SAN ANTONIO:** 4828 NW LOOP 410  
2,000 ± sq. ft. building zoned C-3. 15,812 ± sq. ft. lot near Summit Pkwy

**FEB 16: COMMERCIAL LAND IN ROUND ROCK:** 16819 IH-35S  
26.26 ± acres of land (6 parcels). A parcel is leased by a landscaping company

Sale Nos: 12-66-855, 854 & 853 / Mike Lewis #13627 / Peter Ellis #0289514

**URS**

# TERMS OF SALE FOR FLORESVILLE, TX / Sale #12-66-855, 854 & 853

## GENERAL INFORMATION:

The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the successful bidder and the Government. The auctioneer's announcement of the high bid amount and the bidder's number establishes the contract, which is subject to final acceptance by the Government. This contract is bound by these Terms and Conditions, any Special Terms and Conditions published by the Contractor for the specific auction, 19 CFR Customs Duties Part 162, and all other Federal regulations governing contracts for the purchase of Government property, which may be found at <http://www.amet.gov/far/>. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

URS, the Contractor, is acting as the agent of the Government with respect to the sale of Government real property at these auctions. The Contractor may videotape the auction and record phone bidding to assist in any future contract resolution actions.

## ELIGIBILITY OF BIDDERS

The Bidder warrants that he/she is not: (a) under 18 years of age; (b) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above; (d) the Contractor, subcontractor or vendor, or their agent who has access to information concerning the property to be sold at U.S. Department of the Treasury auctions that is not generally available to the public; (e) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party(s), from whom the property was seized.

The Contractor's subcontractor may not act as agent for a third party in purchasing U.S. Department of the Treasury real property that is or has been in their custody or control. For breach of this warranty, the Government shall have the right to cancel the contract without liability.

## REGISTRATION OF BIDDERS:

Persons wishing to participate in the bidding process of the sale are required to obtain, fill out, and deliver a bidder registration card during the registration process for each sale.

In the event a person is bidding on behalf of another party, an original notarized Power of Attorney must be presented at the time of registration. Power of Attorney must include the buying party's social security number.

If you are planning to bid in the name of a corporation, business, or LLC, you must have the appropriate official documentation to show proof of eligibility to bid on behalf of that corporation, business, or LLC.

An individual's signature on the bidder registration card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound thereby. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earnest money deposit in the amount of **\$5,000** in the form of cashier's or certified check made payable to **URS** as a prerequisite of registration.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder of a property lot, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registered bidder's name; (2) the property's address; (3) the purchase price of the property. Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

## EARNEST MONEY DEPOSIT:

Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a **\$5,000** earnest money deposit in the form of a cashier's/certified check made payable to URS. A real estate contract will be executed at this time by the high bidder and back-up bidder. The terms of the real estate contract supersede the Terms of Sale.

The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to URS by cashier's/certified check, payable to URS or by bank wire transfer. Within three business days, should the high bidder fail to deliver the earnest money, Seller shall have all rights and remedies provided in the Terms of Sale, including the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

The successful bidder's deposit(s) will be retained as the initial payment for the property. Personal or business checks, bank letters, or letters of credit will not be accepted. Cashier's checks made payable to the bidder's name CANNOT be accepted.

## BACK-UP BIDDER:

The back-up bidder's earnest money deposit will be returned by certified mail or overnight delivery service within three (3) business days after receiving total earnest money deposit from the high bidder. In the event earnest money is not received from the high bidder within the time period specified, the back-up bidder will become the high bidder at the Purchase Price stated in the back-up bid contract. The back-up bidder is obligated to transmit earnest money as stated above within three (3) business days of notification. The foregoing liquidated damages provision shall apply to the back-up bidder.

## INSPECTION OF PROPERTY:

The bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Failure to inspect property shall not constitute cause for cancellation of sale. Property will be available for inspection at the times specified by the Contractor. Absolutely no access to property is allowed without prior Contractor authorization. At their own expense, potential bidders may have property inspectors examine the property during regularly scheduled open houses.

## LEAD-BASED PAINT (for properties built before 1978):

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet "Protect Your Family from Lead in Your Home" may be obtained by calling 1-800-424-LEAD or visiting <http://www.epa.gov/lead>. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

## ORAL STATEMENTS AND MODIFICATIONS:

Changes may be made on the day of the sale to the property status or descriptions in the sales flyer/brochure. These changes take precedence over previous sales flyer/brochure information pertinent to that property, but do not alter in any way the basic Terms and Conditions of sale. Further, no interpretation of any provision of the sales contract, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

## REAL PROPERTY DESCRIPTIONS:

The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer "AS IS" and "WITH ALL FAULTS." The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability.

All information contained in the sales flyer was derived from sources believed to be correct, but there is no guarantee. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the property.

If a legal misrepresentation is determined before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

## OFFERING OF PROPERTY FOR AUCTION AND SUBMISSION OF BIDS:

Once the Government accepts a bid, a final written sales contract will be prepared to include the individual information of the high bidder along with the accepted bid amount. A contract may also be conditionally established with the recognized back-up bidder for execution if the high bidder defaults for any reason or is rejected by the Government.

In the event of a dispute as to final bid amount, the Government reserves the right to review the video and audio tape of the auction for clarification or to re-offer the property in question.

## WRITTEN BIDS:

Written bids may be submitted in person, by registered mail, or by overnight delivery service if the bidder is unable to attend the auction. The appropriate deposit per property by cashier's/certified check only, must accompany your written bid. The cashier's check deposit must be made payable to: **URS**

Written bids for the property must be received no later than **February 14, 2012**, at the following address: URS, U.S. Department of the Treasury, Seized Real Property Support, 10687 Gaskins Way, Suite 101, Manassas, VA 20109, Attn: Real Property Sales.

Unsuccessful written bidders' deposits will be sent to the bidders by certified mail or overnight delivery service within five (5) business days after the sale.

## CONSIDERATION OF BIDS:

The Government reserves the right to reject any or all bids, and to waive any technical defects in bids. Property is sold with a minimum reserve price unless the property is, in explicit terms, offered without a minimum reserve price. If the minimum reserve price is not achieved, the Government may withdraw the property at any time before the sales contract is executed.

## FINANCING:

The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing for the purchase of any property offered under these Terms and Conditions. Bidders are strongly recommended to investigate and secure financing arrangements, if required, prior to attendance at a public offering.

Failure to obtain financing during the closing process does not relieve the buyer of his/her legal responsibility and obligation for completion of the contract. Failure to comply with all provisions of the sales contract regarding closing may result in termination of the contract because of buyer's default and may result in the forfeiture of any earnest/deposit funds.

## CLOSING:

Closing will be held within 30 calendar days of the date the Government signs the sales contract accepting the Buyer's offer. Closing may be held sooner, with mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 30 calendar days. Closing costs including, without limitation, transfer taxes, documentary stamps, recording fees, and escrow fees will be paid by the Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer's expense.

## SPECIAL WARRANTY DEED:

Insurable title will be transferred via a Special Warranty deed. Liens and other encumbrances will be paid by the Government. Title insurance is available at Buyer's expense.

## DEFAULTS:

Failure to make required deposit or final payments and/or comply with the time frames specified in the sales flyer/brochure shall be deemed default of the high bidder and may result in cancellation of the contract and forfeiture of any rights, title, and interest the Buyer may have acquired. In that case, title of the property will remain with the Government and will result in the forfeiture of the deposit. If the default occurs because of failure to make the required deposit, the buyer shall be liable to the Government for liquidated damages in the amount of that deposit.

## PROPERTY OFFERED FOR SALE BY IRS-CI, ICE and Secret Service:

In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Policy, forfeited (real) property will not be sold to the defendant or person(s) acting as his/her agent. A real property sales contract may be cancelled by the Government in compliance with the above statutes or policy.

## ADDITIONAL INFORMATION:

Visit our website at [www.treas.gov/auctions/treasury/rp](http://www.treas.gov/auctions/treasury/rp). If you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7373 or fax to (703) 330-4184.