Online Auction Date:
Tuesday, August 4, 2020
11:00 am - 2:00 pm ET

Inspections: Visit during daylight hours and bring a copy of this flyer.

3-Step Registration:
1. Create an account with CWS and validate with credit card information (only required once).
2. Visit auctions.cwsmarketing.com and click on “Register to bid.” Required for each property bid on.
3. Mail Bid Deposit Form (found online) with deposit check to arrive no later than the last business day before the auction.

Deposit: $100,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted.

Property Description: Commercial land that is currently leased as a parking lot. The subject is 7,500 ± sq. ft. with a total of 31,500 ± sq. ft. with Air Rights. The property will be sold with the tenant in place with rental income of $5,800 a month. Note: The operating business and the car lifts on the premises are not included in the sale. The occupancy agreement can be viewed online. Visit cwsmarketing.com for a full list of COVID-19 requirements and precautions. Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS including any building violations for the building as a whole that may apply (including but not limited to fines and penalties).

Property Details:
Site Area: 7,500 ± sq. ft.
2019 County Taxes: $33,333.80 ±
County: New York
Utilities: Electricity, Gas, Water, Sewer
Zoning: R7D/C2-4/Commercial Use
Parcel No: 02243-0255

Subscribe for free email notifications of upcoming auctions at: cwsmarketing.com
TERMS OF SALE FOR ONLINE AUCTION - NEW YORK, NY / Sale #20-66-126

GENERAL INFORMATION: The placement of a successful bid at a U.S. Department of the Treasury online auction establishes a legally binding contract between the successful bidder and the Government. A e-mail notice sent to the high bidder 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.acquisition.gov. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

ELIGIBILITY OF BIDDER: 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 19.6, or (f) the party, or agent of the party, from whom the property was seized.

The Contractor’s subcontractor may not act as an 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: If you are a new bidder, please create an account. Go to “Login” and click on either “Sign up now” (desktop) or “Create Account” (mobile device). Fill out the proper information (must have an approved credit card) and click on “Register.” Credit cards are required during registration to verify your identity only. U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. Credit card will be charged $1.00 for this process. This is an authorization only and the amount is released after verification.

Bidders will need to accept the Terms & Conditions in order to establish an account.

DEPOSIT: A $200,000 bid deposit is required to bid at U.S. funds only. Persons wishing to participate in the bidding process of the sale are required to register online for each specific auction you are interested in. To complete the registration process, download the Bid Deposit Form and mail with the cashier’s check deposit. Once the deposit is received, the bidder will be sent an email notification confirming they are approved to bid. If you have downloaded the CWS Auctions App, you will also receive an approval text alert on your mobile device.

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The successful bidder’s deposit will be retained as the initial payment for the property. Cashier’s checks payable to the bidder’s name CANNOT be accepted. Unsuccessful deposit checks will be returned within 5 business days.

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

The successful bidder will be the high bidder as liquidated damages.

The successful bidder is legally bound to pay for property awarded in accordance with its bid.

Upon publication of the sale results, the successful bidder will be notified by the Government via e-mail. The successful bidder must contact CWS Marketing Group, Inc. The completed Bid Deposit Form and deposit should be mailed to the following address: CWS Marketing Group, Inc. The completed Bid Deposit Form and deposit should be mailed to: CWS Marketing Group, 7998 Donegan Drive, Manassas VA, 20109, attn: C. Connolly. The deposit is due no later than 5:00 p.m. EST on August 3, 2020.

The successful 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 money as stated in the back-up bid contract. Failure to transmit money as stated in the back-up bid contract may be found at http://www.acquisition.gov. Buyer acknowledges that CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems or transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare the property sold, sold, canceled, or amend the contract, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

AUCTION END & BID APPROVALS: When the auction closes, the page will display either SOLD or ENDED. SOLD indicates the reserve (if there is a reserve) was met and establishes the high bid. Successful bidders will be notified via email of their status as the winning bidder and will be bound by the payment terms as found in the “Offering of Property for Auction and Submission of Bids” section. The successful high bid will be final and binding on the Government and is subject to their final acceptance. 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 encouraged to investigate and secure financing arrangements, if required, prior to bidding on a public offering.

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.

CLOSING: Closing will be held within 45 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 45 calendar days. Closing costs including, but not limited to, recording fees, escrow fees and other fees paid by the Buyer and Seller in accordance with the customs of the community in which the property is located. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

GOVERNMENT DEFED: Clear Title will be transferred via a Government 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 on the website 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 such 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.

TECHNICAL PROBLEMS AND TRANSMISSION ISSUES: CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems or transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare the property sold, sold, canceled, or amend the contract, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

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