Auction Date:
Wednesday, August 13, 2014

Auction Time:
12:00pm

Registration:
11:30am, August 13, 2014

Address:
11411 Cat Springs
Boerne, TX 78006

Inspection Dates & Times:
Sunday, August 3rd & 10th
1:00pm-4:00pm

Deposit:
$50,000 cashier's check payable to CWS Marketing
Checks made payable to the bidders name will not be accepted.

For more details visit our website at: 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.

Special Conditions:
Offsite Parking and Shuttle Pickup Service will be used for open houses and sale day from Sara McAndrew Elementary School located at 26615 Toutant Beauregard Rd, Boerne, TX.

Property Details:
Year Built: 2005
Site Area: 1.955 ac.
Total Living Space: 5,575 ± sq ft
2013-14 Taxes: $18,949.26
Zoning: OCL - Outside City Limits
Assessors Parcels No: 04671-102-0380
Publice Utilities: Electric/Gas/Water/Sewer
HOA Annual Fees: $2,120.00

Property Description:
Prestigious Anaqua Springs Ranch Estate for Auction! With 5 bedrooms, 5.1 bathrooms, this home features an open design kitchen, custom cabinets, granite, upgraded fixtures throughout, a wine room, butler's pantry, spiral stair cases, a master bedroom with a fireplace, 2 story walk-in closet, circular window overlooking the pool and covered deck, a 2707sf guest house with a basketball court, gym, and media room to compliment the bedroom and bathroom. Don’t miss the chance to bid on this hillside home with spectacular countryside views.
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 www.amer.gov/far. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

CWS, 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.

ELEGIBILITY 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 acknowl- edgedgment 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 $50,000 per property in the form of cashier’s or certified check made payable to CWS Marketing Group, Inc. as a prerequisite of registration. Personal or business checks, money orders, cash, bank letters, or letters of credit WILL NOT BE accepted. Cashier’s checks made payable to the bidder’s name CANNOT be accepted.

Each registered bidder will be issued a bidder number upon comple- tion 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 subsequently available to the public, any 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.

In the event of a dispute as to final bid amount, the Government re- serves 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: CWS Marketing Group, Inc.

Written bids for the property must be received no later than August 12, 2014, at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, 10374 Battleville Parkway, Manassas, VA 20109, Attn: Real Property Sales. Unsuccessful written bidders’ de- posits 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/her own financing ar- rangements as required. The Government does not provide financ- ing 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 conveyed via a Special Warranty deed. Liens and other encumbrances will be paid by the Government. Title insur- ance 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 is 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(3) 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 com- pliance with the above statutes or policy.

ADDITIONAL INFORMATION: Visit our website at www.treas.gov/auctions/treasury. 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 (571) 921-6153.