Auction Date:
Thursday, July 2, 2015

Auction Time:
12:00 noon

Registration Time:
11:00 am

Auction Location:
Held at the property

Inspection Dates & Times:
Saturday, June 20 and Sunday, June 28, 1:00 - 4:00pm

Deposit:
$25,000 cashier’s check made payable to CWS Marketing Group

Cashier’s checks made payable to bidder’s name CANNOT be accepted

927 Cole Street, Golden, Colorado 80401

Property Description:
3,713 ± sq. ft. home on 2.18 ± acres with mountain views. The home has 3 bedrooms, 2.5 baths, kitchen with dining area, living room with fireplace, office, 2nd floor loft, laundry room, covered deck, and attached 4-car garage. The 2,894 ± sq. ft. walk-out basement includes an additional bedroom, bath, family room, and utility/storage space. Note: A virtual tour can be viewed online.

Property Details:
Living Space: 3,713 ± sq. ft. Utilities: Electricity, Gas, Water, Sewer
Site Area: 2.18 ± acre Zoning: R1-6/Small Lot Residential
Parcel No: 49-064-00-010 2013 Taxes: $8,229.82 ±
Year Built: 1994 County: Jefferson

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.

CWS Marketing Group  Sale #: 15-66-854     Broker #: BK3004497
TERMS OF SALE FOR GOLDEN, COLORADO / Sale #15-66-854

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.acquisition.gov. 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.

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 immediate or a former member of the household of the employee in (b); (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) a person who has been debarred or declared ineligible for award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (f) the party, or agent of the party, 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 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 buyer-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 that he/she understands and agrees that the property is sold “as is” with no guarantee. The bidder acknowledges that he/she relied entirely on his/her own information sources believed to be correct, but there is no guarantee. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

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

1. PROPERTY: The property has been foreclosed upon by the IRS-CI, ICE and Secret Service. The placement of a successful bid at a U.S. Department of the Treasury auction establishes a legally binding contract between the high bidder and the Government. 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 may not be accepted.

2. BACK-UP BIDDER: The back-up bidder’s earnest money deposit will be returned by certified mail or overnight delivery service within five (5) business days after the sale.

INFORMATION:
Information contained in the sales flyer was derived from sources believed to be correct, but there is no guarantee. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

PROPERTY DESCRIPTION:
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: CWS Marketing Group, Inc.

Written bids for the property must be received no later than July 1, 2015 at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Balls Ford Road, Suite 140, 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 for sale without reserve. If the Government does not accept a bid, or if the property is not sold, it shall be offered for sale at a future date. In that case, the Government may withdraw the property at any time before the sale 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.

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.

GOVERNMENT DEED:
Clear title will be conveyed 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 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 1961(f) and 21 USC Section 853(b) 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 persons 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.treasury.gov/auctions/treasury/ or if you do not have Internet access, or have further questions, you may also call our Public Auction Line at (703) 273-7273 or fax to (571) 921-4153. 

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.