Online Auction Date:
Wednesday, December 15, 2021
11:00 am - 1:00 pm ET

Inspections By Appointment Only:
Sunday, December 5 and 12
By appointment only. Visit cwsmarketing.com for online scheduling of appointment and full list of COVID-19 requirements. Visitors must follow COVID-19 guidelines.

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 Dec 14 OR email the Bid Form and wire deposit to arrive no later than 5pm ET on Dec 13
Request wiring instructions at realproperty@cwsams.com

Deposit Amount: $50,000
Cashier’s check made payable to CWS Marketing Group OR request wiring instructions at realproperty@cwsams.com

Starting Bid: $170,000

For more details visit the Treasury website at:
www.treasury.gov/auctions/treasury/rp and click on upcoming auctions or call the Public Auction Line at (703) 273-7373.

Subscribe for free email notifications of upcoming auctions at: cwsmarketing.com

1229 Creekside Drive, Wellington, Florida 33414

Property Description: 4,139 ± sq. ft. home with 6 bedrooms, 4 baths, kitchen with breakfast nook, living room, dining room, family room, laundry, 2nd floor loft, and attached 3-car garage. The property includes an inground pool, patio, and balcony with lake views. It is located in the gated Black Diamond community. Note: Buyer must be approved by the HOA. At closing the buyer must contribute two months of maintenance assessments for Capital Contribution. Inspection is by appointment only. Visit cwsmarketing.com for online scheduling of appointment and 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:
Living Space: 4,139 ± sq. ft.
Site Area: 10,171 ± sq. ft.
Year Built: 2005
2020 Palm Beach Taxes: $8,087 ±

Utilities: Electricity, Gas, Water, Sewer
Zoning: PUD/Planned Unit Development
Parcel No: 73-41-44-01-02-001-0010
HOA Dues: $354 a month
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. An 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 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), (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 101.6, 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 pursuing 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. Treasury auctions do not accept credit cards as a form of payment for deposits. The 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 $50,000 deposit is required to bid 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 or wire the deposit and email the Bid Deposit Form. 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.

WIRING DEPOSIT: Request wiring instructions at realproperty@cwsams.com. Deposits made by bank wire must include bidders name in the reference line. Email completed Bid Deposit Form to: realproperty@cwsams.com. The deposit is due no later than 5:00 p.m. ET on December 13, 2021.

MAILING DEPOSIT: If mailing in a deposit, it must be in the form of a cashier’s check and made payable to CWS Marketing Group, Inc. The completed Bid Deposit Form and deposit should be mailed to: CWS Marketing Group, 7798 E. Donegan Drive, Manassas, VA 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on December 14, 2021.

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 mailed out within 5 business days and unsuccessful wires will be sent to the originating bank account within 5 business days.

The registrant agrees that, should the registrant be the successful bidder of a particular 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. S.52 (2000)).

BACK-UP BIDDER: The back-up bidder’s deposit will be mailed after receiving government approval of the high bidder, the total deposit from the high bidder, and the return of the completed back-up bidder contract. In the event 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 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.

SUCCESSFUL BIDDER: This bidder agrees to accept the property offered, purchased, and accepted by the buyer AS IS and WITH ALL FAULTS including any building violations for the building as a whole that may apply (including but not limited to fines and penalties). The Government and its agent make no warranties or guarantees whatsoever written, oral, or implied as to quality, condition, or habitability. All information contained on the website and marketing 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 demonstrated 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/SUBMISSION OF BIDS: The placement of a successful bid at a Department of the Treasury online auction establishes a legally binding contract between the successful bidder and the Government and is subject to final acceptance by the Government. Once the successful high bid is established, a final written sales contract will be prepared to include the individual information of the high bidder along with the high bid amount. A contract will be established with the recognized back-up bidder for execution.

At the conclusion of bidding, e-mail will be sent to the successful high and backup bidder confirming the bid amount. The successful high and backup bidder must acknowledge receipt of notice and supply information requested to validate the bid acceptance within 24 hours of the time the notice was sent. This acknowledgment confirms the price offered by the bidder and is subject to final acceptance by the Government. A contract document will be sent to the successful high and backup bidder for signature. The contract must be returned to CWS within 24 hours of receipt. At this time the contract will be presented to the Government and is subject to final acceptance. The Government may withdraw the property at any time before the sales contract is executed. Under this process the successful bidder may not withdraw their bid at any time. Unilateral conditions asserted by any bidder will not be accepted.

The high bidder shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to CWS by cashier’s certified check, payable to CWS Marketing Group, Inc or by bank wire transfer. Within three business days, should the high bidder fail to deliver the 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. A real property sales contract may be cancelled by the Government if the maximum bid is exceeded, the bidder will be notified by email or text. Failure to obtain financing during the closing process does not relieve the buyer of their 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 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. The only Seller may be, at its discretion, extend beyond 45 calendar days. Closing costs including but not limited to the time frames specified on the website shall be deemed due and payable to the high bidder. The successful bidder will be notified.

GOVERNMENT DEED: Clear Title will be transferred via a Government Deed. Liens and other encumbrances 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.

FINANCING: The Buyer is responsible for obtaining his/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 bidding on a public offering.

LOCATION OF AUCTION: The auction will be conducted online at http://www.acquisition.gov. The successful bidder’s deposit(s) will be retained as the initial payment for the property. 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.

Disclosures of Environmental, Health, Safety, and Security Information: The disclosure statement can be found at the website and marketing 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 demonstrated before the final closing on the property, the Government reserves the right to cancel the sale and refund any earnest/deposit money paid.

Auction Location: http://www.acquisition.gov

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