44 Foxtrot Lane, Eden Prairie, MN 55347

LEASEHOLD INTEREST IN AIRPLANE HANGAR LOT 44A5: 5,280 ± sq. ft. first floor with airplane storage, office space, and half bath. The 1,760 ± sq. ft. 2nd floor includes a kitchen, recreation area, and loft. The free standing hangar is situated on a leased site at the Flying Cloud Airport. The property is owned by the Metro Airport Commission and buyer will have a leasehold interest only. Special Condition: Buyer agrees to be bound by the lease agreement dated February 7, 2014, and pay any applicable transfer fees. The lease expires on May 1, 2019 and can be viewed on the website. The 2014 annual fee for the lease is $3,030.79.

Utilities: Electricity, Water, Sewer
Parcel No: None
Total Improved Area: 7,040 ± sq. ft.
Zoning: Public
County: Hennepin

DIRECTIONS:
From Minneapolis take I-35W S. Take exit 9B to merge onto I-494 W/MN-5 W and travel 5.6 miles. Take exit 11A toward County Road 61/Prairie Center Drive/Flying Cloud Drive. Keep left at the fork, follow signs for Chaska. Turn Left onto Flying Cloud Drive and travel 2.8 miles. Turn Right onto Pioneer Trail. Turn on Staring Lake Pkwy, south 1/2 block to the West gate.
TERMS OF SALE FOR EDEN PRAIRIE, MN / Sale #14-66-897

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 announce-
ment 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 reg-
ulations governing contracts for the purchase of Government proper-
ty, which may be found at http://www.amer.gov/far/. The success-
ful 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 agent or immediate member of the house-
hold 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 a party 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 dur-
ing 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.

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.

INVESTIGATION OF PROPERTY:
The bidder is invited, urged, and cautioned to inspect the property
prior to submitting a bid. Failure to inspect property shall not consti-
tute 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.

PROPERTY DESCRIPTION:
The bidder understands and agrees that the property is offered, pur-
chased, and accepted by the buyer “AS IS” and “WITH ALL FAULTS.”
The Government and its agent make no warranties or guarantees
with respect to the sale of Government real property at these auctions.

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/brochure was derived
from sources believed to be correct, but there is no guarantee. Buyer
acknowledges that he/she relied entirely on his/her own informa-
tion, judgment, and inspection of the property.

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 auc-
tion. 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.

Witten bids for the property must be received no later than May
20, 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’ 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/her own financing arrangements 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 following 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, trans-
f’er 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.

DEFECTS:
Failure to make required deposit or final payments and/or comply
with the time frames specified in the sales flyer/brochure shall be
deemed a 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 1983(a) 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 canceled by the Government in com-
pliance with the above statutes or policy.

ADDITIONAL INFORMATION:
Visit our website at www.braa.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 (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.