SEIZED AND FORFEITED REAL PROPERTY

AUCTION

Auction Date:
Thursday, October 6, 2016

Auction Time:
12:00 noon

Registration Time:
11:00 am

Auction Location:
Held at the property

Inspection Dates & Times:
Sunday, September 25, 12-3pm
and Sunday, October 2, 2-5pm

Deposit:
$50,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

10040 Heritage Lane, Rancho Cucamonga, CA 91737

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS. 3,550 ± sq. ft. 1-level home with 4 bedrooms, 4½ baths, kitchen with breakfast nook, dining room, living room, family room, den, study, laundry room, 2 fireplaces, and attached 3-car garage. The property includes an inground swimming pool with spa, covered patio, and fence. Note: A virtual tour can be viewed online.

Property Details:
Living Space: 3,550 ± sq. ft. Utilities: Electricity, Gas, Water, Sewer
Site Area: 27,400 ± sq. ft. Zoning: R1/Single Family Residential
Parcel No: 1074-211-07-0-000 2015 Taxes: $9,552.73 ±
Year Built: 1988 County: San Bernardino
HOA Dues: $65 a month

For information direct to your mobile phone, text 10040Heritage to 72727

CWS Marketing Group Sale #: 17-66-809 Broker #: BK3004497
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 name 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 156, 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, letters, or letters of credit will NOT be accepted. Cashier’s checks made payable to the bidder’s name CANNOT be accepted.

BACK-UP BIDDER:

The back-up bidder’s earnest money deposit will be returned by certified mail or overnight delivery service within three (3) business days after receiving the initial earnest money deposit from the high bidder. In the event earnest 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 earnest 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 preclude the bidder from purchase 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.

REAL PROPERTY DESCRIPTIONS:

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 shall be binding on the Government unless furnished in writing and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

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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 October 5, 2016 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 and all bids, and to withdraw the property from sale at any stage of the bidding process. The Government reserves the right to reject any and all bids, and to withdraw the property from sale at any stage of the bidding process.

FINANCING:

The buyer is responsible for obtaining his or her own financing arrangements as required. The Government does not provide financing. The buyer shall be responsible for obtaining financing prior to the closing of the sale. 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.

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 the deposit.

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

In accordance with 18 USC Section 961(j) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury, 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 compliance with the above statutes or policy.

ADDITIONAL INFORMATION:

Visit our website at www.treasury.gov/auctions/treasury/epa. 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.