Online Auction Date:
Wednesday, September 23, 2020
10:00 am - 1:00 pm PT (1-4pm ET)

Inspections By Appointment Only:
Sunday, Sept. 13 and Saturday, Sept. 19
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 the last business day before the auction.

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

CWSAMS
For more details visit the Treasury website at: www.treasury.gov/auctions/treasury/rp and click on upcoming auctions. If all your questions are not answered using our website, please call the Public Auction Line at (703) 273-7373.

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

35 Innisbrook Avenue, Las Vegas, Nevada 89113

Property Description: 7,217 ± sq. ft. estate home with 5 bedrooms, 5.1 baths, kitchen with nook, living room, dining room, den, office, family room, wet bar, steam room, laundry room, 4 fireplaces, interior courtyard, and 3-car garage. The home has a covered balcony, covered patios and porches, and an inground pool/spa. The property is located in the Estates of Spanish Trail gated golf community, approximately 15 miles from downtown Las Vegas. Inspection is by appointment only. Visit cwsmarketing.com for online scheduling of appointment and the 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: 7,217 ± sq. ft. Utilities: Electricity, Gas, Water, Sewer
Site Area: 20,038 ± sq. ft. Zoning: R-1/Single Family Residential
Parcel No: 163-28-614-027 County: Clark
Year Built: 1992 2019 County Taxes: $18,997.02 ±
HOA Fees: $517.00 a month (combined total of 2 Homeowners Associations)
TERMS OF SALE FOR ONLINE AUCTION - LAS VEGAS, NV / Sale #20-66-703

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. It is subject to final acceptance by the Government. This contract is binding upon the Government unless it is not accepted by the Government within three (3) business days of notification. The Government may withdraw the property at any time before the sales contract is executed.

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 (CVV). U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $5.00 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 bid 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 or submit bids via a paper bid contract to CWS Marketing Group, 7998 Donegan Drive, Manassas VA, 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on September 22, 2020.

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 returned within 10 business days.

The registrant agrees that, should the registrant be the successful bidder of a property, the following information regarding the transaction shall be published on the U.S. Department of the Treasury auction website: (1) the registered bidder’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. 552 (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 will 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.

LEAD-BASED PAINT: (for properties built before 1978): Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead in Your Home” may be obtained by calling 1-800-424-LEAD or visiting http://www.epa.gov/lead. Buyer acknowledges responsibility for all costs associated with the abatement and remediation of any disclosed or potential hazards associated with the property.

ORAL STATEMENTS AND MODIFICATIONS: Changes may be made on the day of the sale to the property status or descriptions on the auction site. These changes take precedence over previous auction site information pertinent to that property, but do not alter in any way the basic Terms and Conditions of Sale. Further, no interpretation of any provision of the sales contract, including applicable performance requirements, shall be binding on the Government unless furnished to and agreed upon, in writing, by the Contracting Officer or his/her designated representative.

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 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 determined before the final closing on the property, the Government reserves the right to cancel 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 between the high bidder and the Government, which is subject to final acceptance. The contract must 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 accepted. During this process the successful bidder may not withdraw their bid at any time. Unilateral conditions asserted by any bidder will not be accepted.

The successful bidder’s deposit(s) will be retained as the initial payment for the purchase of personal or business checks, bank letters, or letters of credit will not be accepted. Cashier’s checks made payable to the buyer’s name CANNOT be accepted. The bidder, who placed the bid accepted by the Government, is legally bound to pay for property awarded to him/her in accordance with the successful bid. Payment of the full purchase price must be made within the time specified on the auction site.

PLACING A MAXIMUM BID: Please be aware that all bids placed are maximum bids. The website will enter the next bid increment and enter your bid as a maximum bid. The website will bid on your behalf up to your set maximum bid by the preset bid increment. Example: The current bid is $5000 and the bid decreases by $1000 increments until the lowest bid is $1000. The system will bid one increment ($1000) until the bidder’s Maximum Bid is exceeded. If the maximum bid is exceeded, the bidder will be notified by email or text (mobile devices) they’ve been outbid. Bidders may increase the bid but not lower it. In the case of a tie bid, precedence is given to the highest bid.

AUCTION SOFT CLOSE: All auctions end with a “Soft Close.” A “Soft Close” means if any bid is placed within the last 3 minutes of the close of the auction, the bid will automatically extend the closing time an additional 3 minutes. This feature protects bidders from being outbid without the opportunity to be notified and place another bid before the close of the auction.

TECHNICAL PROBLEMS AND TRANSMISSION ISSUES: CWSAMS has made every reasonable effort to facilitate online bidding. However, it is possible that technical problems and transmission issues may arise and affect the CWSAMS website, bidding system and/or computer or server you or your computer, personal device or software which is beyond the control of CWSAMS. By bidding online Bidder acknowledges that CWSAMS is not responsible for technical problems or transmission issues associated with a bid and that, in the event technical problems interfere with or prevent a bid, it may be necessary to withdraw items from bidding due to technical errors or uncontrolled circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS in its sole discretion reserves the right to declare an item sold, postpone or cancel the auction, extend the bidding time for this auction and/or re-list the property for auction at another date and time. The decision of CWSAMS on this matter shall be final. Bidder acknowledges that, by bidding in any auction held by CWSAMS, Bidder accepts the terms and conditions of this Disclaimer.

AUCION END & BID APPROVALS: When the auction closes, the page will display either SOLD or ENDED. SOLD indicates the reserve (if there is a reserve) was met and establishes the high bid. Successful bidders will be notified by email of their status as the winning bidder and will be bound by the payment terms as found in the “Offering of Property for Auction and Submission of Bids” paragraph. ENDED indicates the final bid did not meet the reserve. In this case, CWS will provide the high bid to the Government for consideration. If the Government accepts the high bid, the bidder will be notified.

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 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 or her own financing arrangements as required. The Government does not provide financing for the purchase or 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.

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 the forfeiture 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 accomplished with a mutual agreement of Buyer and Seller. Only the Seller may, at its discretion, exceed closing beyond 45 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 transferred via a Government Deed. Liens and other encumbrances will be paid by the Government. Title Insurance is available at Buyer’s expense.

DEFUALTS: Failure to make required deposit or final payments and/or comply with the time frames specified on the website 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-CL, HSI, OR SECRET SERVICE: In accordance with 18 U.S.C Section 1961(3) and 21 U.S.C Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury’s Money Laundering and Anti-Money Laundering 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 compliance with the above statutes or policy.

ADDITIONAL INFORMATION: For additional information, please visit our website at www.treasury.gov/auctions/transaction.jsp. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (703) 723-7733 or fax inquiries to (571) 941-4513.