Online Auction Date: 12-2pm ET
Friday, February 25, 2022

Inspections By Appointment Only:
Thursday Feb. 17, Saturday Feb. 19 and
Monday Feb. 21
Must provide proof of funds of $200,000
to schedule an appointment.
Email mlewis@cwsams.com to schedule.
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 Feb 24
OR email the Bid Form and wire deposit to
arrive no later than 5pm ET on Feb 23
Request wiring instructions at realproperty@cwsams.com

Deposit Amount: $200,000
Cashier’s check made payable to CWS Marketing Group OR
request wiring instructions at realproperty@cwsams.com

Starting Bid: $1,000,000

Property Description: Mills Cove estate home with 5 bedrooms, 6.1 baths, kitchen, living room, dining room,
family room, 2 offices, 3 fireplaces, laundry, sunroom, pub, balconies, two master suite walk-in closets, and
attached 4-car garage. The 2nd floor includes a media room, library, and laundry room. The property includes a
guest house with 2 bedrooms, bath, and kitchen; pool house/gym with bath and sauna; and detached studio
space. There is an inground pool with spa, covered patio, summer kitchen, tennis court, and barn with horse
stalls. Note: There is a one-time special assessment of $290 in 2022. 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). Inspection by appointment only. Must provide
proof of funds of $200,000 to schedule an appointment. Email mlewis@cwsams.com to schedule.
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Property Details:
Living Space: 12,579 ± sq. ft.
Site Area: 12.45 ± acres
Parcel No: 22-21-32-5QQ-0000-0070
Year Built: 2014
Utilities: Electricity, Propane, Well, Septic
Zoning: R-3/Residential Single Family
2020 Seminole County Taxes: $31,628.40 ±
HOA Fees: $1,890 yearly

CWS Marketing Group Sale #: 22-66-808
**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 is sent to the high bidder establishing 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.

**TERMS OF SALE FOR ONLINE AUCTION - CHULUOTA, FL / Sale # 22-66-808**

**DEPOSIT:** A $200,000 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 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 do not receive the email, it is due no later than 5:00 p.m. ET on February 23, 2022.

**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, 7799 Dermody Drive, Tea, SD 57064, Attn: E. Connoly. The deposit is due no later than 5:00 p.m. EST on February 24, 2022.

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 property, it will provide the following information regarding the transaction shall be published in 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. §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 bidder contract. The back-up bidder is obligated to transmit money as stated above within three (3) business days of notification. The foregoing undisputed 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 the 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.

**DESIGNATED BIDDER:** 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.

**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 in the marketing of this property 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 representation 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/SUBMISSION OF BIDS:** The placing 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, an 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 acknowledgement 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 their 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 accepted 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 this deposit, the buyer 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. Cashier’s checks payable to the bidder’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. The current bid is $3000 and the bidder enters a maximum bid of $5000 with a bid increment of $5000. The system will bid one increment ($100) until the bidder’s “Maximum Bid” is exceeded. If the maximum bid is exceeded, the bidder will be notified by email or text (mobile device) 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 earliest bid.

**ACTIONS 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 or your personal device. CWSAMS is not responsible for any technical problems 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 uncontrollable circumstances. Further, in the event of the occurrence of a technical problem during any bid in any auction, CWSAMS is 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.

**Auction 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 via email of their status as the winning bidder and will be bound by the payment terms and conditions and marketing language 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 and 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 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.

**Failure to Obtain Financing During the Closing Process:** 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 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. Only the Seller may, at its discretion, extend closing beyond 45 calendar days. Closing costs including, but not limited to, 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 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.

**Defaults:** Failure to make required deposit or final payments and/or comply with the time frames specified on the website shall be deemed default by 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 in the event that 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 deposit.

**Property Offered for Sale by IRS-CL, HSI, or SECRET SERVICE:** In accordance with 18 USC Section 1961(f) and 21 USC Section 838(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 in whose favor an order of sale was entered, 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/musaeu. If you do not have Internet access or have further questions, you may call our Public Auction Line at (703) 727-3737 or fax inquiries to (571) 521-4513.