Auction Date: Thursday, August 25, 2016

Auction Time: 12:00 noon

Registration Time: 11:30 am

Auction Location: Held at the property in Unit 110A (previously Dream nightclub)

Inspection Dates & Times: By appointment only
Thursday, Aug 18 and Tuesday, Aug 23
Call 210-524-4000 and ask for James, Blake, or Brian.

Deposit: $250,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Property Description: Per the stated Terms of Sale, this property is sold AS IS WHERE IS WITH ALL FAULTS. North Pointe Shopping Center for Auction! Located in a growing area near the intersection of 1604 and 281 N with 10 leasable spaces from 980-6,000 ± sq. ft. in 2 retail buildings, receives $38,000 ± per month, has 315’ of frontage along 281 and 208’ along Redland Road, large parking areas and much more! Sale includes 2 adjoining pad sites. Pad site I (lot 45) is a 1 acre vacant tract and pad site II (lot 43) is 1.67 ± acres and currently paved asphalt. Note: Download financial information, interactive aerial view, and survey online.

Property Details:
Improved Area: 30,672 ± sq. ft. Zoning: C3 ERZD/Commercial District
Site Area: 6.906 ± acres Bexar County 2015 Taxes: $202,131.58 ±

FEMA Map #48029C0255G: Portions of the lot may be in 100 year flood plain
TERMS OF SALE FOR SAN ANTONIO, TEXAS / Sale #16-66-651

GENERAL INFORMATION:
TLC, you are making 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 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 regulations governing contracts for the purchase of Government property, which may be found at http://www.acquisition.gov/f Tư. 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 BIDDER:
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), 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) previously debarred or declared ineligible for award of contracts by any Federal agency in accordance with 41 CFR 60.4; or (f) the party, or agent of the party, from whom the property was seized.

The Contractor’s subcontractor may not act as agent 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 during 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. Power of Attorney must include the buying party’s social security number.

An individual’s signature on the bidder registration card is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement to be bound there by. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer/brochure before signing the bidder registration card. Bidders must present a photo ID and evidence of earnest money deposit in the amount of $250,000 in the form of cashier’s or certified check made payable to CWS Marketing Group, Inc or by bank wire transfer. Within three business days, should the high bidder fail to deliver the earnest 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.

Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

The registrant agrees that, should the registrant be the successful bidder of a property lot, 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; (3) the purchase price of the property; Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000)).

EARNEST MONEY DEPOSIT:
Immediately after the bidding is completed the high bidder and second high bidder (Back-Up Bidder) will be required to make a $250,000 earnest money deposit in the form of a cashier’s certifi- fied check made payable to CWS. A real estate contract will be executed at this time by the high bidder and back-up bidder. The terms of the real estate contract supersede the Terms of Sale.

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 earnest 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. 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 total 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 an offer. 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 inspected. The bidder understands and agrees that the property is offered, sold, and conveyed "AS IS" and "WHERE IS," and "WITH ALL FAULTS." The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to the condition of the property or its suitability for any purpose.

The Contractor’s representative may conduct a video and audio recording of auctions in an effort to detect and deter instances of unfair bidding. In the event of dispute 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 August 24, 2016 at the following address: CWS, U.S. Department of the Treasury, Seized Real Property Support, CWS, 10611 Ball 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 or all bids, and to waive any technical defects in bids. Property is sold with a minimum deposit, exclusive of buyer’s agent’s fees. The required deposit, the buyer shall be liable to the Government for payment of any earnest/deposit funds.

DISCLAIMER OF WARRANTIES:
No claims shall be entertained for mistakes, omissions, or other errors in the information on the sales flyer/brochure. The information is not guaranteed accurate. The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to the condition of the property or its suitability for any purpose.

TERMS OF SALE:
Each registered bidder will be issued a bidder number upon completion of the registration process. Each bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

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