Online Auction Date:
Thursday, October 8, 2020
10:00 am - 1:00 pm CT (11am-2pm ET)

Inspections By Appointment Only:
Sunday, September 27 and October 4
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: $25,000 cashier’s check made payable to CWS Marketing Group
Cashier’s checks made payable to bidder’s name CANNOT be accepted

Starting Bid: $130,000

12113 Galleon Point, Pearland, Texas 77584

Property Description: Waterfront home for auction. Located in Shadow Creek Ranch on Lake Iris, this property has 6 bedrooms, 5.1 bathrooms, granite counters in the kitchen, a family room, fireplace in the living room, laundry, pool with a spa, 2nd floor game and media room, 2-car garage, and much more!

Note: Property is located in a MUD district and subject to taxes that are billed separately. Inspection is by appointment only. Visit cwsmarketing.com for online scheduling of appointment and 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: 5,330 ± sq. ft.
Site Area: 14,344 ± sq. ft.
Parcel No: 553099
Year Built: 2004
County: Brazoria

Utilities: Electricity, Gas, Water, Sewer
Zoning: Residential
2019 County Taxes: $18,776.91 ±
FEMA Flood Zone X 500: Map 48039C00101
HOA Fees: $995.00 annually (total of 2 HOA’s)

For more details visit the Treasury website at: www.treasury.gov/auctions/treasury/rp and click on upcoming auctions or call the Public Auction Line at (703) 273-7373.
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. The e-mail notice sent to the high bidder 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/. The successful bidder is legally bound to pay for property awarded in accordance with his/her bid.

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 an employee in (a) above; (d) the Contractor, subcontractor or vendor, or any officer or member of the same household of any person described in (a) or (c) above; or (e) a principal of any firm, corporation, or other entity in which an officer or member of the same household of any person described in (a), (b), (c), or (d) above has any financial interest. 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: 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 (ID). 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 $25,000 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. Once the deposit is received, the bidder will be sent an electronic notification confirming they are approved to bid. If you have downloaded the CWS Auctions App, you will also receive an approval text alert on your mobile device. Deposits 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, 9998 Donegan Drive, Manassas VA, 20109, att: E. Connolly. The deposit is due no later than 5:00 p.m. EST on October 7, 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 registrant’s bidder’s name, (2) the property 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 shall not constitute cause for cancellation of sale. Property will be available for inspection in accordance with the terms stated 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 in the day of the sale to the property status or description of the auction site. Any 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 DESCRIPTION: The bidder understands and agrees that the property is offered, purchased, and accepted by the buyer AS IS WITH ALL LIENS AND OTHER ENCUMBRANCES. Failure to comply with the provisions of the Bid Deposit Agreement makes the bid invalid. All liens and other encumbrances will be paid by the Government. Title Insurance and related title-related services will be provided by the Government signs the sales contract accepting the Buyer’s offer. Closing may be held within 30 days of the date the Government signs the sales contract accepting the Buyer’s offer. 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.

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 by the Government 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 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 high bidder shall deliver 10 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 money, Seller shall have the right to retain the initial money deposit and any other deposits or payments made by the bidder as liquidated damages.

The successful bidder’s deposit(s) will be retained as the initial payment for the property. The Buyer will be responsible for obtaining his or her own financing and is subject to final acceptance by the Government. Once the successful bid is established a final written sales contract will be prepared by the Government and is subject to final acceptance by the Government. 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 by the Government 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 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 high bidder shall deliver 10 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 money, Seller shall have the right to retain the initial money deposit and any other deposits or payments made by the high bidder as liquidated damages.

The high bidder shall deliver the remaining 90 percent (90%) of the Purchase Price plus any real estate commission, title, and escrow fees, and escrow fees will be paid by the Seller and Buyer in accordance with the terms of the contract. In the event Buyer desires title insurance, it will be at the Buyer’s expense.

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 completed with 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.

PROPERTY OFFERED FOR SALE BY IRS-CI, HSI, OR SECRET SERVICE: In accordance with 18 USC Section 1963(f) and 21 USC Section 853(h) of the Comprehensive Crime Control Act of 1984 and Department of the Treasury Attachment, 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/treasury/rip. If you do not have Internet access, or have further questions, you may call our Public Auction Line at (703) 273-7373 or fax inquiries to (571) 921-453.

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 computer, personal device or software which is beyond the control of CWSAMS. By bidding online, 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 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.