SEIZED AND FORFEITED REAL PROPERTY
ONLINE AUCTION

Online Auction Date:
Friday, September 30, 2022
11:00 am - 1:00 pm CT (12-2pm ET)

Inspections By Appointment Only:
Saturday-Sunday, September 24 and 25
By appointment only. Visit cwsmarketing.com for online scheduling of appointment.

2-Step Registration:
1. Visit auctions.cwsmarketing.com and click the red "register to bid" box next to the photo of the property.
   NOTE: New users will need to create an account with CWS.
2. Mail Bid Deposit Form (found online) with deposit check to arrive no later than Sept 29 OR submit the Bid Form and wire deposit to arrive no later than 5pm ET on Sept 28
   Request wiring instructions at realproperty@cwsams.com

Deposit Amount: $250,000
Cashier’s check made payable to CWS Marketing Group OR request wiring instructions at realproperty@cwsams.com

Starting Bid: $1,380,000

619 Cedar Point Drive, Williams Bay, Wisconsin 53191

Property Description: 9,442 ± sq. ft. estate home along Geneva Lake in the Cedar Point neighborhood. The lakefront home has 6 bedrooms, 7.3 baths, kitchen with breakfast area, living room, dining room, family room, sun room, game room, indoor pool with sauna and hot tub, laundry, patio, balcony, 4 fireplaces, and attached 3-car garage. The basement level includes a theatre room, wet bar, and half bath. The property has 207 ± feet of lake frontage with a boat house and detached 2-car garage.
Inspection is by appointment only. Visit cwsmarketing.com for online scheduling of appointment.
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: 9,442 ± sq. ft.
Site Area: 3.214 ± acres
Year Built: 1930
County: Walworth
Utilities: Electricity, Gas, Water, Sewer
Zoning: SF-CPP/Single Family - Cedar Point Park
Parcel No: WCP4-00008
2021 County Taxes: $81,641.44 ±

CWS Marketing Group  Sale #: 22-66-822
TERMS OF SALE FOR ONLINE AUCTION - WILLIAMS BAY, WI / Sale #22-66-822

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 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 19 CWSAMS Terms and Conditions, 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.

EIGIBILITY 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) presently delinquent or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101.46; or (f) the party, or agent of the party, of 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 its custody or control. For breach of this warranty, the Government shall have the right to cancel the contract without liability.

REGISTRATIONS: Firms and individuals, please create an account. Go to “Login” and either click on “Sign in 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 only. U.S. Treasury auctions do not accept credit cards as a form of payment for deposits. The credit card will be charged $1.00 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.

An individual’s signature on the electronic bidder form is an acknowledgment of his/her full and complete understanding of all Terms and Conditions and his/her agreement is bound thereby. Therefore, bidders are cautioned to carefully read all applicable Terms and Conditions contained in this document and the sales flyer and website before signing the electronic bidder registration form.

If you are the successful bidder and planning to title in the name of a corporate, business, or LLC, you must provide the appropriate official documentation to show proof of eligibility to take title on behalf of that corporation, business, or LLC.

DEPOSIT: A $250,000 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 or deposit to 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 have downloaded the CWS Auctions App, you will also receive an approval text alert on your mobile device.

WIRING DEPOSIT: Request wiring instructions at reaproperty@cwsams.com. Deposits made by bank wire must include bidders name in the reference line. Email completed Bid Deposit Form to reaproperty@cwsams.com. The deposit is due no later than 5:00 p.m. EST on September 28, 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, 1998 Donegan Drive, Manassas VA, 20109, attn: E. Connolly. The deposit is due no later than 5:00 p.m. EST on September 29, 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 wire transfers will be returned to the originating bank account within 5 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 (k)]

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.

INFORMATION 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 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.

REALIZED PRICE: (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 the sale and refund any earnest/deposit money paid.

OFFERING OF PROPERTY FOR AUCTION/AUCTION/SECOND BID: 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 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, a final email 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 required to validate the bid acceptance within 24 hours of the time the notice was sent. This acknowledgment confirms the price offered by the bidding 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 the 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 asserted by any bidder will not be accepted.

The Government reserves the right to reject any offer. A bid may be rejected in a situation where the offer is not consistent with the fair market value of the property. The Government may withdraw the bid at any time before the sales contract is executed. 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 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.

The buyer is responsible for obtaining his or 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 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, exceed closing beyond 45 calendar days. Closing costs including, but not limited to, transfer taxes, stamp taxes, recording fees, and property tax due shall 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.

DEFAULTS: 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 the cancellation of the contract and forfeiture of any rights, title, and/ or interest the Buyer may have acquired. In that case, title of the property shall remain with the Government and will be sold in the following manner:

PROPERTY OFFERED FOR SALE BY R.S. (H.S.) 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 Policy, forfeited (real) property will not be sold to the defendant or person 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/efive. If you don’t have Internet access, or have further questions, you may call our Public Auction Line at (703) 273-7373 or fax inquiries to (703) 273-8715.