

# Government Seized Real Property Offered for Sale by the IRS-CI



1190 N. Tenmile Lake  
Lakeside, Oregon 97449

Sale #11-66-924  
\$1,050,000  
MLS# 10086499

For more information contact:

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CWS Marketing Group

Office: 954 254-4196, Broker# CWS BK3004497

In cooperation with Lakeside Real Estate License #200311222

## Property Details:

Utilities: Electricity, Well, Septic

Parcel Nos: 23-S-12W-4D-90000 thru 90011

Age: 62 years (original residence)

County: Coos

Zoning: RR-2

2009 County Taxes: \$9,819.00 ±

Total Site Area: 7.5 ± acres

Total Improved Area: 14,836 ± sq. ft. (primary buildings combined)

**Property Description:** "This property has been Condominiumized" and is referred to as the "Woodpecker Condominiums". The CC&Rs and the HOA have not been established. A 7.5 ± acre site comprised of 12 tax lots that is located along Tenmile Lake. The site includes the original residence built in 1948 along with a lodge, 5 cabins, staff and guest facilities, 2 boat dock buildings, storage and workshop buildings, a pavilion, and a small barn. Most of the buildings were constructed in the 1970's and the boat houses were built in 2006. Some buildings were in the process of being remodeled and are incomplete. The former Camp Easter Seal is accessed via a gravel road off Hwy 38 or by a canal connecting North Tenmile Lake to Tenmile Lake and Lakeside. The property has approx 3,000 feet of frontage on North Tenmile Lake. The lake is used for recreation, such as fishing, boating, and water skiing.

**NOTE:** Virtual Tour, Detailed Information Package (DIP) and Coos County Plat Map for Woodpecker Condominiums are available at [www.cwsmarketing.com/LAKESIDEOR.cfm](http://www.cwsmarketing.com/LAKESIDEOR.cfm).

**Driving Directions:** Use of a high clearance (SUV) is suggested for these roads. From Reedsport take OR-38 E/Umpqua Ave. Turn Right at Co Rd 55/Scholfield Rd and travel 1.8 miles. Turn Left to stay on Co Rd 55/Scholfield Rd and travel 3.6 miles. Turn Right to stay on Co Rd 55/ Scholfield Rd and travel 4.1 miles. Co Rd 55/Scholfield Rd turns slightly right and becomes Easter Seal Road. Continue onto Co Rd 216. Follow to gate for camp.

**Boaters:** Latitude - longitude coordinates of N 43.59956 and W-124.12483



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# Terms and Conditions of Sale Number 11-66-924

The Buyer warrants that he/she is not: (1) under 18 years of age; (2) an employee of any department or agency of the Federal Government prohibited by the regulations of that agency from purchasing property sold hereunder; (3) an agent or immediate member of the household of the employee in (2), above; (4) 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; (5) presently debarred or declared ineligible for the award of contracts by any Federal agency in accordance with 41 CFR 101-45.6; or (6) the party, or agent of the party(s), from whom the property was seized. URS, U.S. Department of the Treasury Seized Real Property Support subcontractors, may not act as agent for a third party in purchasing U.S. Department of the Treasury agency real property that is or had been in their custody or control. For breach of this warranty, URS shall have the right to cancel any purchase contract without liability. Further, the successful Buyer agrees to have registered name(s), property's address, and purchase price published on the U.S. Department of the Treasury auction website. (Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 552 (2000))).

**GENERAL INFORMATION:** 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.arnet.gov/far/>. The successful Buyer is legally bound to pay for property awarded in accordance with his/her offer.

**EARNEST MONEY DEPOSIT:** The contracts to be used will be furnished by URS. All offers must be in writing and include an Earnest Money Deposit of \$50,000.00 in the form of a Cashier's check made payable to URS. Upon Sellers acceptance of the offer, the Buyer shall deliver ten percent (10%) of the Purchase Price less the initial money deposit, whichever is greater, to URS by cashier's/certified check, payable to URS or by bank wire transfer. Within three business days of notification of accepted offer, should the Buyer fail to deliver the earnest money, Seller shall have all rights and remedies provided in this agreement, including the right to retain the initial money deposit and any other deposits or payments made by the Buyer as liquidated damages.

**INSPECTION OF PROPERTY:** The Buyer 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 buyers may have property inspectors examine the property during regularly scheduled open houses.

**REAL PROPERTY DESCRIPTIONS:** The Buyer understands and agrees that the property is offered, purchased, and accepted by the Buyer "AS IS" and "WITH ALL FAULTS." The Government and its agent make no warranties or guarantees whatsoever whether written, oral, or implied as to quality, condition, or habitability. All information contained in the sales flyer 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.

**FINANCING:** 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. Buyers are strongly recommended to investigate and secure financing arrangements, if required, prior to making an offer. 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 30 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 30 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.

**DEFAULTS:** Failure to make required deposit or final payments and/or comply with the time frames specified in this agreement shall be deemed default of the Buyer 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 THE IRS-CI, ICE and 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(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.