

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



5402 W. Myrtle Avenue  
Glendale, AZ 85301

Sale #11-66-946  
List price: \$198,900  
MLS#4536234

For more information contact:  
Gary Poulsen, CWS Marketing Group  
Office: 954 254-4196  
Broker# BK3004497

## Property Details:

Total Improved Area: 8,800 ± sq. ft.  
Total Site Area: 9,800 ± sq. ft.  
County: Maricopa  
Age: 25 years  
Parcel Number: 147-18-014

2009 County Taxes: \$4,576 ±  
Zoning: C-1/Commercial  
Utilities: Electricity, Water, Sewer  
Broker Participation: 3%

## Property Description:

Two story building was designed for use as a commercial business. The building was constructed in 1985 and has a total area of 8,800 sf+/- with a concrete foundation, stucco siding over wood frame walls and asphalt coated built up roofs. There is a 12'x40' freezer/cooler room on the first floor. There is a heat pump on the second floor. Two concrete parking spaces, a garage door, patio area with a fountain. The building footprint is approx. 4,400sf+/- . The second floor of the property and the first floor and bath are a finished area with carpeted and tiled floors with sheet rocked walls and ceilings. The site area is 9,800+/-.

**Directions:** From Phoenix take I-17 N, Take exit 205 toward Glendale Avenue, Merge onto N Black Canyon Hwy, Turn Left toward W Glendale Avenue, Take the 1st left onto W Glendale Avenue, Turn Right at N 51st Avenue, Take the 3rd Left onto W Myrtle Avenue, Property will be on the right.



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# Terms and Conditions of Sale Number 11-66-946

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 \$5,000 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 IRS-CI:** 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.