



RESIDENTIAL LEASING

3700 A. Tachevah Drive, Suite 203
Palm Springs, California 92262
(760) 416-3289 FAX (760) 416-3628



PLEASE READ ALL PAGES OF THESE INSTRUCTIONS AND ALL ATTACHED DOCUMENTATION

ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

INSTRUCTIONS & INFORMATION THAT APPLIES TO RESIDENTIAL LEASING TRANSACTIONS

SERVICES OFFERED

ALL FEES ARE NON-REFUNDABLE

1. STANDARD PROCESSING:

- Documents will have an initial review within seven (7) to ten (10) business days of being received.
- Two (2) Business days are given to submit your corrections requested by Residential Leasing once paperwork is reviewed.

2. RUSH PROCESSING (Subject to Availability):

- Foreclosures are not available for rush processing.
- An additional Rush Fee of \$500.00 for **each transaction** must accompany your submittal in addition to all other applicable fees. (Example: Transfer of Title \$250 + \$500 RUSH FEE and Deed of Trust \$250 + \$500 RUSH Fee totaling \$1500 for total transaction).
- Documents will be reviewed within twenty-four hours of being received.
- Documents requiring corrections will delay the process beyond the twenty-four (24) hour period.
- Incomplete submittals or documents requiring several corrections will be completely packaged up and returned; once corrections have been made you may then resubmit the documents together with your required fees.

3. FEES, CHECKS, AND PAYMENTS

Residential Leasing will not receive any documents for processing until all fees are paid.

- Checks for administrative fees are payable to Agua Caliente Band of Cahuilla Indians (ACBCI). We accept personal checks, money orders, or certified funds. **We do not accept cash or credit cards.**
- If the Bureau of Indian Affairs (BIA) collects the annual/monthly lease payments. Contact Steve Matano, Supervisory Accountant at 760-416-2133 ext. 260.

- If a Transfer fee is required for your transaction; Transfer Fees will be made payable to Bureau of Indian Affairs (BIA).
- All fees must accompany package submittal. **All fees are non-refundable.**
- Checks returned for non-sufficient funds and/or “stop payment” will be subject to the following.
 - Additional Administrative Fees
 - Bank Fees

4. SUBMITTAL PACKAGE CONTENTS

- Your cover letter containing instructions and referencing your name , phone number, email address, PSL (Lease) Number; Tract Number, Lot/Unit or Parcel Number, and Check Number;
- Personal check, money order, or certified funds for required fees. Applicable fees payable to the Agua Caliente Band of Cahuilla Indians (ACBCI) and any transfer fees required made payable to The Bureau of Indian Affairs (BIA);
- Two (2) Original, Assignment, Acceptance and Agreements, and Consents documents (if applicable);
- One (1) Original Deed of Trust (if applicable);
- One (1) **Blue Ink Certified** copy of the Deed of Trust (if applicable);
- One (1) **Blue Ink Certified** copy of the Note (If applicable);
- One (1) **Blue Ink Certified** Appraisal (if applicable);
- One (1) **Blue Ink Certified** Recorded copy of Sublease;
- Additional documents may follow the submitted order outlined here-in-above (see detailed check- lists of required items at back of packet).

5. NOTARY PUBLIC ACKNOWLEDGEMENTS

- All California Notaries are required to utilize the “California All Purpose Notary Acknowledgment” form.
- If the notary is outside of California, their state laws apply and must be completed in accordance with their governing regulations and otherwise acceptable to Residential Leasing.
- All proper pronouns must be indicated (he/his or she/her, etc.) within the acknowledgment;
- The Notary Public’s stamp or embossed seal is required to be legible, photographically reproducible. Embossed seal must be shaded in.
- Any changes made to the notary acknowledgement must be initialed by the Notary who executed the document. Documents submitted with an incomplete notary acknowledgment will be returned for corrections.
- No ‘white out’ on the Notary acknowledgment will be accepted.
- Notary Clarification forms must be completed by the notary (Notary clarity forms will not be accepted by a 3rd party).

6. PROOF OF SIGNING AUTHORITY (IF OTHER THAN A PRIVATE PARTY SIGNS)

- Corporation’s: Articles of Incorporation, Corporate Resolution- **Blue Ink Certified.**
- Partnerships: Partnership Agreement- **Blue Ink Certified.**
Corporate and Partnership documentation must indicate the person signing on behalf of entity has the authority to bind, sell, and transfer for the company indicated.
- Trustee or Successor Trustee:

- Resigning Trustee - Submit documentation of resigning Trustee, a copy of documentation appointing Successor Trustee, and a complete copy of the Trust- all items must be **Blue Ink Certified**.
- Deceased Trustee - Submit a copy of the decedent's Death Certificate, a copy of the Affidavit of Death of Trustee, and a complete copy of the Trust Agreement- **Blue Ink Certified**.
- Trustee coming into title or leaving title – A copy of Certification of Trust- **Blue Ink Certified**.

7. LEGAL DESCRIPTION:

- If the legal description is attached as an “Exhibit” to the Assignment, it must be correctly identified and attached thereof. Do not attach a legal description to the Acceptance and Agreement or Consent unless the Approved as to Form indicates it is attached.
- The legal description must be verbatim to either the Sublease; Amendment to Sublease, Supplemental Sublease or Restatement of Sublease, whichever applies.
- The legal description is to be preceded by one of the following three introductory paragraphs (depending on whether or not the original Lessor or a subsequent Lessor is on title to the [sub]lease):

PRECEDING PARAGRAPH TO LEGAL DESCRIPTION

1. Introductory paragraph to be used when the original Lessor is on title:

A Leasehold Estate created by that certain Lease executed by _____, as Lessor, dated _____, and recorded on _____, as Instrument No. _____, Official Records of Riverside County, California, subject to the terms, conditions and provisions as contained therein.

Generally, the date of the [sub] lease document, recording date, and instrument number to be inserted, is the dated of the original [sub] lease document, or restatement thereof.

2. Introductory paragraph to be used when a subsequent Lessor is on title:

A Leasehold Estate created by that certain Lease executed by _____, Lessor, as successor in interest to _____, Lessor, dated _____, and recorded on _____, as Instrument No. _____, Official Records of Riverside County, California, subject to the terms, conditions and provisions as contained therein.

3. Introductory paragraph to be used if any of the documents below are part of the properties file. The document(s) must be mentioned in the introductory paragraph.

Example below:

- a. Memorandum of Sublease
- b. Supplemental No. 1
- c. Amendment to Memorandum of Sublease
- d. Restatement of Sublease

*A Leasehold Estate created by that certain Lease executed by _____,
Lessor, as successor in interest to _____, Lessor, dated
_____, and recorded on _____, as Instrument No.
_____. Said Sublease was amended by _____, dated _____
and recorded _____, with Instrument No. _____, Official Records of
Riverside County, California, subject to the terms, conditions and provisions as
contained therein.*

8. DOCUMENTATION REQUIRED IN CASES OF HOMEOWNER'S DEATH

- A copy of the decedent's Death Certificate - **Blue Ink Certified**.
- A copy of the decedent's Affidavit of Death- **Blue Ink Certified**.
- If the name on the death certificate differs and not acknowledged with the Affidavit of Death, an "AKA Statement" or one-and-the-same name statement is required. This must be signed by an Escrow Officer, Attorney, or interested party to the transaction on company letterhead- **Blue Ink Certified**.

9. DOCUMENT REQUIREMENTS

- Scanned documents will **NOT** be accepted.
- Handwritten documents will **NOT** be accepted.
- Original sets of documents must be identical to each other.
- Signature block must contain title (Trust name/Company Name) above signature and typed name and title of individual below signature line.

10. "APPROVED AS-TO FORM" for Assignment, Acceptance and Agreement, and Consent

- Only Assignment, Acceptance and Agreement, and Consent forms that have been "APPROVED AS TO FORM" by the Bureau of Indian Affairs will be accepted for processing transfers; other forms **WILL NOT** be accepted. Depending on the lease, approved forms can be obtained from the BIA, Lessor, or the management agent for the Lessor. Contact Residential Leasing (760) 416-3289 for assistance and information to the proper entity.
- Be sure you are utilizing the proper forms with correct Tract and PSL for property.
- Altered or created "Approved as-to Forms" **will not** be accepted.

11. IF CORRECTIONS ARE REQUIRED (Incomplete Submittals)

- Submittals requiring several corrections will be completely packaged up and returned. Once corrections have been made you may then resubmit the documents with appropriate fees. When documents are re-submitted to Residential Leasing, they will be placed at the end of the queue and have the initial review within the seven (7) to ten (10) business days.

12. CERTIFICATION OF DOCUMENTS (Where certification is required)

- **Blue Ink Certification Stamp** must be located on back of each and every page and must be signed or initialed.
- If the Notary used an embossed seal, darken the seal before making the certified copy. The information contained on the embossed seal must be legible on the certified copy.
- **Only Use Blue Ink For Certification Stamps.** Any other certification stamp colors used will automatically be returned. No handwritten Certification language will be accepted. Certifications are required for copies of the following documents:

Escrow Instructions

Death Certificates

Copy of Deeds of Trust
Note to Deed of Trust
Appraisals/ DU Findings

Affidavit of Death
Trust Certification
Recorded copy of Subleases

- Keep in mind that your transaction may require additional documentation which may require a **Blue Ink Certification stamp**. (Do not **blue ink certify on any printed material**).

13. PICKING UP DOCUMENTS

- Once the BIA approves the documents, a notification will be sent via email to the individual listed on the cover letter.
- If you are out of town or would prefer to have your documents mailed out, it will need to be included on the cover letter.
- If you would like the documents sent back using FedEx, a FedEx account number will need to be provided or a printed FedEx label along with the type of shipment to use (standard overnight, first overnight, etc.).
- If you would like the documents sent back using UPS, you must provide a printable UPS label and coordinate with the Realty Specialist assigned to your file to schedule a pick-up at our office.
- Couriers picking up corrections and/or approvals must have the buyer's last name and PSL; Tract; Lot/Unit and or Parcel number to pick-up documents.

REQUIRED DOCUMENTS

TITLE TRANSFER

- \$250.00 Administrative Fee per transaction;
- Transfer fee, if applicable;
- Two (2) Original Assignments ;
- Two (2) Original Legal Descriptions with Introductory Paragraph;
- Two (2) Acceptance and Agreements;
- Two (2) Original Consent forms;
- If the Consent is handled by this office, it will attached by our office;
Please note: Both sets of transfer documents must be identical to process.
- One (1) Original or **Blue Ink Certified** Copy of the BIA verbiage; signed by both the buyer and seller. This verbiage may be included on the escrow instructions, or on a separate page. The BIA verbiage is shown below:
“A transfer of title or encumbrance on the leasehold must be approved by the Bureau of Indian Affairs and the release of title documents to the Buyer by the Escrow Holder is conditioned upon payment of unpaid principal, and/or unpaid interest, and/or prorated payments due on the leasehold. Escrow Holder is authorized and instructed to obtain a statement from the Bureau of Indian Affairs, Lessor, or their agent (whichever applies) confirming outstanding balances and payment status”.
- One (1) Original or **Blue Ink Certified** copy of the Free from Encumbrances Statement signed by both the buyer and seller. This verbiage may be included on the escrow instructions, or on a separate page. The Free from Encumbrance verbiage sample is shown below:
The said property is Free from Any Encumbrances Except: other than Taxes, Bonds, Subleases, CC&R's, easements (if a New Deed of Trust, the amount will be listed in this area)
- One (1) **Blue Ink Certified** Recorded copy of the Sublease.

- Signing authority for any individual who signs and is not a private party. For information regarding Signing Authorities, please refer to; “Proof of Signing Authority”.
- For Lessor’s information, please contact the Residential Leasing Office and have the PSL, Tract, Unit/Lot or Parcel information so we may better assist you.

**** For further guidance, please refer to attached checklist provided on Page 8**

FINANCING ONLY (Do Not Send Original Note):

- \$250.00 Administrative Fee per transaction;
- One (1) original Deed of Trust, including all riders and attachments;
- One (1) **Blue Ink Certified** Copy of the Deed of Trust, including all riders and attachments;
- One (1) **Blue Ink Certified** Copy of the Note, including all riders and attachments;
 - All persons in title or acquiring title must execute the Note and Deed of Trust in the same manner in which title is held or is to be acquired.
- One (1) **Blue Certified** Copy of the appraisal obtained in conjunction with financing;
- One (1) **Blue Ink Certified** Copy of the buyer and seller escrow instructions, if applicable;
- One (1) Original OR **Blue Ink Certified** Copy of the BIA verbiage; signed by both the buyer and seller. This verbiage may be included on the escrow instructions or on a separate page. The BIA verbiage is as follows:

“A transfer of title or encumbrance on the leasehold must be approved by the Bureau of Indian Affairs and the release of title documents to the Buyer by the Escrow Holder is conditioned upon payment of unpaid principal, and/or unpaid interest, and/or prorated payments due on the leasehold. Escrow Holder is authorized and instructed to obtain a statement from the Bureau of Indian Affairs, Lessor, or their agent (whichever applies) confirming outstanding balances and payment status”.

- One (1) **Blue Ink Certified** Copy of the Free from Encumbrances Statement; signed by both the buyer and seller. This statement may be included on the escrow instructions or on the same page as the BIA verbiage, or on its own separate page. Sample is as follows:
The said property is Free from Any Encumbrances Except: other than Taxes, Bonds, Subleases, CC&R’s, easements (if a New Deed of Trust, the amount will be listed in this area).
- One (1) Original Lessor’s Consent to Encumbrance (if applicable);
- One (1) **Blue Ink Certified** copy of the Lessor’s Consent to Encumbrance (if applicable);
- One (1) **Blue Ink Certified** Recorded Copy of the Sublease.

Signing authority for any individual who signs and is not a private party. Please refer to; “Proof of Signing Authority”.

****For further guidance, please refer to attached checklist provided on Page 10**

TITLE TRANSFER WITH FINANCING

Please see checklists on Pages 8 and 10.

FORECLOSURES

(SAME DAY SERVICE IS NOT OFFERED ON FORECLOSURE TRANSACTIONS)

- \$500.00 Base Administrative Fee, PLUS
- \$250.00 for Trustee's Deed upon Sale, PLUS
- \$250.00 for each additional Assignment of Deed of Trust, PLUS
- Any other applicable fees for services rendered.

NOTICE: The following instructions apply to Deeds of Trust approved by the Bureau of Indian Affairs. If the foreclosed upon Deed of Trust was not approved by the BIA, the lender interests are impaired and additional action is required to secure the interest. Contact Residential Leasing for further information.

To place title in the name of the Beneficiary of the Deed of Trust, or the Assignee thereof:

1. If the Trustee shown on the Trustee's Deed differs from the Trustee shown on the original Deed of Trust, we require certified copies of all Substitutions of Trustee.
2. If the Beneficiary shown on the original Deed of Trust differs from the Beneficiary shown on the Trustee's Deed, we require certified copies of all Assignments of Deed of Trust. (Fees in the amount of \$250 are required for each Assignment of Deed of Trust).
3. You must submit all documentation from the Approved Deed of Trust that was foreclosed upon, leading up to the Trustees Deed upon Sale (Notice of Default, Notice of Trustee's Sale, Assignments of Deed of Trust, and any Rescissions within the foreclosure chain).
4. Submit two (2) original completed Assignment, Acceptance and Agreement, and Consent forms to Residential Leasing with applicable assignment fees to properly vest for BIA title.

Under the terms of the Lease documents, you are required to contact the Lessor or the Lessor's agent for the Consent and their requirements and instructions.

ADDITIONAL INSTRUCTIONS AND INFORMATION

We do not process documents by property address or assessor's parcel number, only by the legal description and PSL, Tract and Unit/Lot or Parcel number. We do not accept documents that have been faxed, scanned or faxed and copied to look like an original.

The foregoing has been provided to assist you with your transaction involving leased land located within the boundaries of the Agua Caliente Indian Reservation. Keep in mind, however, that additional information may be required for your particular transaction. If you have additional questions, please contact our office at (760) 416-3289.

**TRANSACTION CHECKLISTS TO ASSIST YOU IN GATHERING THE PROPER
PAPERWORK FOR SUBMITTAL**

TITLE TRANSFER

- Administrative Fee of \$250.00 (for each transfer)
- Two (2) Original Assignments
- Two (2) Original Legal Descriptions with Introductory Paragraph
- Two (2) Original Acceptance and Agreements
- Two (2) Original Consent Forms - if this is a Mini Master the Consents are obtained from the Residential Leasing Office
- One (1) **Blue Ink Certified** copy of the Buyer Escrow Instructions
- One (1) **Blue Ink Certified** copy of the Seller Escrow Instructions
- If no Escrow instructions, BIA and Free from Encumbrance can be listed on one page. All parties involved in the transaction will need to sign- **Original OR Blue Ink**
- One (1) Original OR **Blue Ink Certified** copy of the BIA verbiage
- One (1) Original OR **Blue Ink Certified** copy of the Free from Encumbrance Statement
- One (1) **Blue Ink Certified** Recorded copy of the Sublease, Restatement, etc.
- One (1) **Blue Ink Certified** copy of Signing Authority(ies)- If a corporation, you will need (1) Articles of Incorporation (2) Operating Agreement reflecting the person is authorized to sign- **Blue Ink Certified**

IF Court documents are provided they must be blue ink certified. Please highlight and tab the information referenced within the documents needed to verify.

If Vesting is held by a Trustee of a Trust, Certification of Trust is needed. If a Trustee on title is deceased, you will need to provide the complete Trust Declaration- **highlight and tab the information referenced within the documents needed to verify for trustee, successor trustee, etc. -Blue Ink Certified.**

ADDITIONAL ITEMS THAT MAY BE NEEDED

- Payoff demand from bank if loan on file. Payoff must match the Lender from the BIA Approved DOT in file. If it differs, we will need documentation to tie the two entities together - **Blue Ink Certified**. We can accept an Estimated Closing statement from Escrow reflecting the payoff; however, all information must match the lender on the payoff- **Blue Ink Certified**.

*** If a previous loan on file is paid off in full, a Full Reconveyance must be provided –Red County Certified.**

- Verification that fees have been paid to Lessor- **Blue Ink Certified**.

IF A MINI MASTER- Directly managed by BIA

*BIA Demand Statement must be provided- **Blue Ink Certified**.

*Consents for Mini Masters are completed by Residential Leasing.

1. Match up all documents referenced on the assignment- sublease date, recorded date and instrument numbers.
2. All names need to be typed under signatures.
3. If a trust/company is coming into title or going out of title, trust/company name will need to be typed above signature.

4. Notary pronouns need to be completed. If a Notary clarity is provided, it will have to come from the notary themselves, not a 3rd party.

*** Note: Legal Description must match verbatim and must contain an introductory paragraph. Please refer to the Exhibit "A" of the recorded sublease to type the legal exact. Examples of the introductory paragraphs are contained within the instruction packet.**

For your convenience, please utilize this checklist with your submittal.

RESIDENTIAL LEASING MAY REQUIRE ADDITIONAL INFORMATION ONCE THE PAPERWORK IS SUBMITTED AND REVIEWED.

DEED OF TRUST/REFINANCE CHECKLIST

- Administrative Fee of \$250.00
- If a First Amendment to Sublease is included, an additional \$250 is required
- If a Subordination Agreement is provided additional \$250 is required.
*Subordination's must reflect a maturity date and amount subordinating
- One (1) Original Deed of Trust, including all riders, exhibits, attachments, etc.
- One (1) **Blue Ink Certified** copy of the Deed of Trust, including all riders, exhibits, attachments, etc.
- One (1) **Blue Ink Certified** copy of the Note, including all riders, exhibits, and attachments, etc. (All parties who signed the DOT must sign the note).
* Note: Legal Description must match verbatim and must contain an introductory paragraph. Please refer to the Exhibit "A" of the recorded sublease to type the legal exact. Examples of the introductory paragraphs are contained within instructions.
- One (1) **Blue Ink Certified** copy of the Appraisal- Must be dated within 1 year of Deed of Trust
- If a HARP or MHA Loan- Stream Link appraisal or DU Finding report can be accepted with letter from the Bank stating the benefits of Refinancing and letter must indicate it is a Harp Loan - **Blue Ink Certified**
- One (1) **Blue Ink Certified** copy of the Buyer Escrow Instructions
- One (1) **Blue Ink Certified** copy of the Seller Escrow Instructions
- One (1) **Original OR Blue Ink Certified** copy of the BIA verbiage
- One (1) **Original OR Blue Ink Certified** copy of the Free from Encumbrance Statement (must reflect the amount of the new loan)
- If no Escrow instructions, BIA and Free from Encumbrance can be listed on one page. All parties involved in the transaction will need to sign- **Original OR Blue Ink**
- Lessors Consent- will be provided from Residential leasing if a Mini Master. If not a Mini Master, please obtain Lessors Consent to Encumber from the Lessor of the property- one (1) Original and one (1) certified copy- **Blue Ink Certified**
- One (1) Recorded copy of Sublease (Restatement, etc. if applicable)- **Blue Ink Certified**
- One (1) **Blue Ink Certified** Copy of Signing Authority(ies) IF applicable

- Payoff demand from bank if loan on file. Payoff must match the Lender from the BIA Approved DOT in file. If it differs, we will need documentation to tie the two entities together - **Blue Ink Certified**. We can accept an Estimated Closing statement from Escrow reflecting the payoff with matching lender information- **Blue Ink Certified**

*** If a previous loan on file is paid off in full, a Full Reconveyance must be provided –Red County Certified**

For your convenience, please utilize this checklist with your submittal

RESIDENTIAL LEASING MAY REQUIRE ADDITIONAL INFORMATION ONCE THE PAPERWORK IS SUBMITTED AND REVIEWED.