

VIII. B.

**DEL PUERTO WATER DISTRICT 2021-22 SUPPLY/USE/COMPLETED TRANSACTIONS SUMMARY
as of July 31, 2021**

Supply Type	2021-22
2020-21 Rescheduled Contract Supply	14,021
2020-21 Rescheduled YCWA Supply	583
2020-21 Rescheduled Warren Act Supply	49
2020-21 Rescheduled NVRWP Supply	1,288
Lees: Monthly 1% Storage Loss Est.	(287)
Sub-Total: Rescheduled Supplies	15,654
2021 CVP Allocation (0%)	0
2021 Ground Water Pump-Ins	1,434
2021 NVRWP	19,706
2021 CCID Exchange	3,855
Sub-Total: Current Year Customer Supplies	24,995
2021 YCWA	3,372
2021 GWD Transfer	350
2021 Volta Wells Transfer	167
2021 CCWD Transfer	2,000
2021 PID Transfer	1,000
2021 Mapes Transfer	9,500
2021 SEWD Transfer	3,758
Subtotal: Outside Purchases	20,147
Total Gross Projected Supply Available	60,796

July 2021 Quantity	Completed to Date
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122	695
2265	10996
672	2555

522	0
29	125
0	28
317	317
0	1000
0	0
0	0

2020-21 IN DISTRICT USE		2021-22 IN DISTRICT USE	2021-22 OCRRP USE	2021-22 TRANSFERS OUT	2021-22 MONTHLY USE
2,704	MAR	1,930			1,930
4,123	APR	4,307			4,307
7,286	MAY	5,716		500	6,216
8,931	JUN	6,976			6,976
9,443	JUL	7,551			7,551
6,967	AUG				
4,545	SEP				
3,743	OCT				
2,183	NOV				
681	DEC				
234	JAN				
1,088	FEB				
51,928		26,480	0	500	
TOTAL USED & TRANSFERRED OUT					26,980
TOTAL SCHEDULED					15,359
TOTAL ESTIMATED FOR RESCHEDULING INTO 2022-23					18,457
TOTAL GROSS PROJECTED SUPPLY AVAILABLE					60,796

NOTE: The District has 3,425 AF in storage at AEWS and 2,000 AF in storage at LTRID as of 8/31/20.

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Anthea Hansen

From: Frances Mizuno <frances.mizuno@sldmwa.org>
Sent: Thursday, August 12, 2021 11:30 AM
To: David Weisenberger; Anthea Hansen; Vincent Lucchesi; Adam Scheuber; rlg@bbid.org; bobby.pierce@weststanislausid.org; Jeff F. Cattaneo; jfb@jfbri.com; Bill Soares; Chase Hurley; Steve Fausone (stevef@redfernranches.com); Jerry Coelho (jwilliamcoelho56@yahoo.com); Russ Freeman; Jose Gutierrez; 'Dana Jacobson'; 'Vincent Gin'; Cindy Kao
Cc: Federico Barajas; Pablo Arroyave; Gerald "Jerry" Robbins; Rebecca R. Akroyd
Subject: OID/SSJID Water Transfer
Importance: High

Hi All,

The OID/SSJID water transfer is unfortunately off the table. See email below. SSJID has decided not to sign the principals of agreement for future amendments to their 1988 Agreement. As this agreement was a condition of approval for the proposed transfer, absent this agreement, the transfer is off the table for this year.

Please also note, that the SEWD transfer is likely to be approved shortly. However, this transfer is limited to only those member agencies that are located within San Joaquin and Stanislaus Counties. So that water will be allocated to those members that chose to purchase the water.

We are very disappointed that we were not able to get this transfer approved. But I do want to note that Reclamation staff really worked hard to assist us in getting through all the approval steps. Much appreciation goes out to them.

Feel free to contact me should you have any questions. Thank you.

Frances

From: Tim O'laughlin [mailto:tim@olaughlinplc.com]
Sent: Thursday, August 12, 2021 10:43 AM
To: Frances Mizuno <frances.mizuno@sldmwa.org>; Federico Barajas <federico.barajas@sldmwa.org>; Tom Birmingham <tbirmingham@wwd.ca.gov>; Jose Gutierrez <jgutierrez@wwd.ca.gov>; Jon Rubin <jrubin@wwd.ca.gov>
Subject: Fwd: [EXTERNAL] RE: OID/SSJID Submission of Principles

FYI

Thanks,

Tim

Begin forwarded message:

From: "Peter M. Rietkerk" <prietkerk@ssjid.com>
Date: August 12, 2021 at 10:14:40 AM PDT
To: "LESSARD, DREW F" <DLessard@usbr.gov>, "Callejo, Russell D" <RCallejo@usbr.gov>
Cc: Tim O'laughlin <tim@olaughlinplc.com>, Kenneth Robbins <kmr@rbgmlaw.com>, Steve Knell <sknell@oakdaleirrigation.com>
Subject: RE: [EXTERNAL] RE: OID/SSJID Submission of Principles

Messrs. Callejo and Lessard,

I am writing to inform you of the South San Joaquin Irrigation District's (SSJID) decision to not sign the draft "principles letter" with Reclamation that would guide future amendments to the 1988 Agreement and Stipulation. SSJID has informed Oakdale Irrigation District (OID) of our position, and will discuss further with OID and see if we can develop a proposal for a way forward in resolution of these issues in the future.

I would like to thank the Bureau of Reclamation for the courtesy of recent discussions aimed at resolving issues that have developed on the Stanislaus River over our various water rights. Those negotiations, and indeed our mediation process was aimed at potential modifications to the 1988 Settlement Agreement between Reclamation and OID and SSJID (Districts) to incorporate solutions to those disagreements. Both Districts had hoped that through mediation, Reclamation would remove its opposition to the proposed 100,000 acre-foot transfer from the Districts to the San Luis & Delta Mendota Water Authority. In that regard, the Districts have collaborated with Reclamation on a set of principles that were intended to guide future amendments to the 1988 agreement.

Upon review by the Board, SSJID elects not to sign the draft "principles letter." As presented, the principles provide trade-offs that advance the interests of all parties involved but appear to result in greater water supply uncertainty that is not satisfactory to SSJID. Additionally, there are a number of interrelated issues that we also believe threaten the viability of an amended 1988 agreement as initially pondered in the principles letter, including the current drought, voluntary agreements, reconsultation of the current biological opinion, and Phase 1 Water Quality Control Plan litigation, to name a few. SSJID appreciates the value and work completed thus far by all parties in crafting these draft principles; however we believe that more work is necessary to negotiate a good-faith proposal that will result in a future operations agreement that is truly responsive to these issues and addresses SSJID's concerns. SSJID is hopeful that as some of these issues mature to resolution or move to other venues, further discussions, less clouded by current events, may be fruitful.

Sincerely,

Peter M. Rietkerk, P.E.
General Manager
South San Joaquin Irrigation District
P: (209) 249-4645
C: (209) 679-8005
www.ssjid.com

From: LESSARD, DREW F <DLessard@usbr.gov>
Sent: Thursday, August 5, 2021 1:07 PM
To: Steve Knell <sknell@oakdaleirrigation.com>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter M. Rietkerk <prietkerk@ssjid.com>; Kenneth Robbins <kmr@rbgmlaw.com>
Subject: Re: [EXTERNAL] RE: OID/SSJID Submission of Principles

Ok Thanks Steve, should we be prepared for any surprises?

Drew

Get Outlook for iOS

From: Steve Knell <sknell@oakdaleirrigation.com>
Sent: Thursday, August 5, 2021 12:14:06 PM
To: LESSARD, DREW F <DLessard@usbr.gov>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter Rietkerk (<prietkerk@ssjid.com>
<prietkerk@ssjid.com>; Kenneth Robbins <kmr@rbgmlaw.com>
Subject: [EXTERNAL] RE: OID/SSJID Submission of Principles

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Drew,

Sorry for not getting back to you yesterday. Peter had a review of the Principles with his Board on Tuesday and some issues of clarification were requested by the Board, which were not readily available. Peter is working on providing that material and analysis but had a previous commitment out of town beginning this morning and is unavailable. This will delay our response until next week when Peter returns and I assume confers again with his Board. I appreciate your patience and will keep you posted. Thank you.

Steve Knell, P.E.
General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA. 95361
Phone (209) 840-5508
Cell (209) 499-2927
Fax (209) 840-5573
srknell@oakdaleirrigation.com

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From: LESSARD, DREW F <DLessard@usbr.gov>
Sent: Tuesday, August 3, 2021 3:02 PM
To: Steve Knell <sknell@oakdaleirrigation.com>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter Rietkerk (<prietkerk@ssjid.com>
<prietkerk@ssjid.com>
Subject: Re: [EXTERNAL] Conservation Account Transition to Storage Account Issue

Hi Steve,

With that I think we are good moving forward with the principles.

Thanks,
Drew

57

From: Steve Knell <sknell@oakdaleirrigation.com>
Sent: Tuesday, August 3, 2021 2:23 PM
To: LESSARD, DREW F <DLessard@usbr.gov>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter Rietkerk (<prietkerk@ssjid.com>
<prietkerk@ssjid.com>
Subject: RE: [EXTERNAL] Conservation Account Transition to Storage Account Issue

Assuming the example you provided is an example, I concur. Any final numbers will be dependent on end of season volumes in district usage and water transferred. How we transition those ending volumes from CA to Storage Account can be addressed in negotiations.

Steve Knell, P.E.
General Manager
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From: LESSARD, DREW F <DLessard@usbr.gov>
Sent: Tuesday, August 3, 2021 1:07 PM
To: Steve Knell <sknell@oakdaleirrigation.com>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter Rietkerk (<prietkerk@ssjid.com>
<prietkerk@ssjid.com>
Subject: Re: [EXTERNAL] Conservation Account Transition to Storage Account Issue

Hi Steve,

I do think we can defer a final quantity to the negotiations; however, I'm trying to avoid the need for a refill agreement so if we can get a validation on concept of transitioning the Conservation Account to a Storage Account that would be good enough to move forward.

- Assume 200TAF in the CA Mar 1 2021
- Districts need additional 50TAF from CA to meet in-Districts needs (Formula water approx 426TAF and Peter indicated that in-Districts need this year was 475TAF)
- Transfer to Authority 100TAF

This leaves about 50TAF carry over in the CA for next year. So, this would be the District's Storage Account amount going into next year if inflow is less than 475TAF and a critical year, the Districts would have the inflow plus the 50TAF.

If you agree with this concept let me know and we can proceed. I am available if we need to discuss.

Thanks,
Drew

From: Steve Knell <sknell@oakdaleirrigation.com>
Sent: Tuesday, August 3, 2021 10:05 AM
To: LESSARD, DREW F <DLessard@usbr.gov>
Cc: Tim O'Laughlin <tim@olaughlinplc.com>; Peter Rietkerk (prietkerk@ssjid.com) <prietkerk@ssjid.com>
Subject: [EXTERNAL] Conservation Account Transition to Storage Account Issue

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Drew,
So if I can re-state what Tim and I heard this morning for Peter's digestion;

Reclamation's position: What water of the 200,000 acre feet in the current Conservation Account that is not used this year would go to Zero (0) under the new Amended 88 Agreement on March 1 of next year.

OID's response: Would not the deal points of the Conservation Account's 200,000 af as it transitions to a Storage Account next March be an item to address in negotiations? Surely it can't be a Principle at this point. Thinking logically for a moment, If OID and SSJID were to not use any water from its Conservation Account this year, is Reclamation saying that the benefit cost to the Districts for entering a new Amended 88 Agreement with Reclamation will cost the Districts 200,000 acre feet of its water? I don't think you would be asking this but please clarify if that is the case.

While we understand the ask, we believe this issue is a negotiating point and not a Principle that should stall the current process.

If you wish to discuss further let me know and I will set up a call-in number for the others to join in. Thank you.

Steve Knell, P.E.
General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA. 95361
Phone (209) 840-5508
Cell (209) 499-2927
Fax (209) 840-5573
sknell@oakdaleirrigation.com

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08.12.21
Based on 0% Allocation

THIS SCENARIO ASSUMES ALL TRANSACTIONS PERFECTED															10,000 Gross 9,500 Net	
YEAR 2021-22	150 District C/O	395 Pacheco Return	303 SLCC	326 FCWD	179 Prior Yr NVRRWP	1157 NVRRWP Turnback	2000 CCWD	123 HOMER	1000 PID	9500 Mapes Trxfr	3428 YCWA	350 GWD L2 Exch	167 Volta Well Exch	3758 SEWD	22836	
SLDMWA	\$29.00	\$29.00	\$29.00	\$29.00	\$13.00	\$13.00	\$29.00	\$29.00	\$29.00	\$13.00	\$29.00	\$29.00	\$29.00	\$29.00		
BOR Rate	\$40.00	\$40.00								\$68.00	\$40.00					SLWD Rev 752 AF @ \$5
Other										\$155.00						
To Seller		-\$575.00	\$950.00	\$725.00	\$200.00	\$175.00	\$200.00	\$1,250.00	\$360.00	\$425.00	\$620.00	\$400.00	\$400.00	\$444.00		582 AF YCWA C/O
Est Cost	\$69.00	-\$506.00	\$979.00	\$754.00	\$213.00	\$188.00	\$229.00	\$1,279.00	\$389.00	\$680.79	\$689.00	\$429.00	\$429.00	\$473.00		
	<u>150</u>	<u>395</u>	<u>303</u>	<u>326</u>	<u>179</u>	<u>1,157</u>	<u>2,000</u>	<u>123</u>	<u>1,000</u>	<u>9,500</u>	<u>3,428</u>	<u>350</u>	<u>167</u>	<u>3,758</u>	22,836	
	\$10,350.00	-\$199,870.00	\$296,637.00	\$245,804.00	\$38,127.00	\$217,516.00	\$458,000.00	\$157,317.00	\$389,000.00	\$6,467,500.00	\$2,361,892.00	\$150,150.00	\$71,643.00	\$1,777,534.00	\$12,395,509.97	
															\$542.81	

THIS SCENARIO ASSUMES ALL TRANSACTIONS PERFECTED WITH MAPES TRANSFER AT 50%															5,000 Gross 4,750 Net	
YEAR 2021-22	150 District C/O	395 Pacheco Return	303 SLCC	326 FCWD	179 Prior Yr NVRRWP	1157 NVRRWP Turnback	2000 CCWD	123 HOMER	1000 PID	4750 Mapes Trxfr	3428 YCWA	350 GWD L2 Exch	167 Volta Well Exch	3758 SEWD	18086	
SLDMWA	\$29.00	\$29.00	\$29.00	\$29.00	\$13.00	\$13.00	\$29.00	\$29.00	\$29.00	\$13.00	\$29.00	\$29.00	\$29.00	\$29.00		
BOR Rate	\$40.00	\$40.00								\$68.00	\$40.00					SLWD Rev 752 AF @ \$500
Other										\$155.00						
To Seller		-\$575.00	\$950.00	\$725.00	\$200.00	\$155.00	\$200.00	\$1,250.00	\$360.00	\$626.00	\$620.00	\$400.00	\$400.00	\$444.00		
Est Cost	\$69.00	-\$506.00	\$979.00	\$754.00	\$213.00	\$168.00	\$229.00	\$1,279.00	\$389.00	\$892.37	\$689.00	\$429.00	\$429.00	\$473.00		
	<u>150</u>	<u>395</u>	<u>303</u>	<u>326</u>	<u>179</u>	<u>1,157</u>	<u>2,000</u>	<u>123</u>	<u>1,000</u>	<u>4,750</u>	<u>3,428</u>	<u>350</u>	<u>167</u>	<u>3,758</u>	18,086	
	\$10,350.00	-\$199,870.00	\$296,637.00	\$245,804.00	\$38,127.00	\$194,376.00	\$458,000.00	\$157,317.00	\$389,000.00	\$4,238,750.00	\$2,361,892.00	\$150,150.00	\$71,643.00	\$1,777,534.00	\$10,143,619.97	
															\$560.85	

14547	Customers	14547
500	WWD	500
<u>2000</u>	SLWD	<u>752</u>
17047		15799



VIII D.

P.O. Box 1596 • Patterson, CA 95363 • Phone (209) 892-4470 • Fax (209) 892-4469

MEMO

TO: File
DATE:
RE: DPWD 2021 Updates to Parcels in the Drainage Coalition

<u>APN</u>	<u>From – Landowner</u>	<u>To – Landowner</u>	<u>Date Entered</u>
27-17-09	Isom Family Trust	Craven Farming Company, Inc.	3/15/21
21-13-12	Wiggen Family Trust	Mehrok, Prabhjot & Harpreet	3/15/21
28-15-11	A&T Ranches	K and T Ranch	3/26/21
28-15-15	A&T Ranches	K and T Ranch	3/26/21
28-15-17	A&T Ranches	K and T Ranch	3/26/21
28-15-23	A&T Ranches	K and T Ranch	3/26/21
28-15-26	A&T Ranches	K and T Ranch	3/26/21
69-10-12	A&T Ranches	K and T Ranch	3/26/21
69-10-13	A&T Ranches	K and T Ranch	3/26/21
69-10-23	A&T Ranches	K and T Ranch	3/26/21
69-10-24	A&T Ranches	K and T Ranch	3/26/21
69-10-28	A&T Ranches	K and T Ranch	3/26/21
69-10-30	A&T Ranches	K and T Ranch	3/26/21
69-10-31	A&T Ranches	K and T Ranch	3/26/21
69-11-40	A&T Ranches	K and T Ranch	3/26/21
69-11-41	A&T Ranches	K and T Ranch	3/26/21
69-16-10	A&T Ranches	K and T Ranch	3/26/21
69-16-11	A&T Ranches	K and T Ranch	3/26/21
69-17-46	A&T Ranches	K and T Ranch	3/26/21
69-17-47	A&T Ranches	K and T Ranch	3/26/21
69-17-49	A&T Ranches	K and T Ranch	3/26/21
69-22-56	Iyer, Laxman et al	Iyer, Laxman et al Tr.	3/29/21
265-01-03	James Lopes Living Trust	WMD Farming	3/29/21
69-29-25	Soares Dairy Farms	Maria Esprio	7/13/21
255-06-12	David Helm Trust	Jose and Adolfo Inguanzo	7/26/21
16-16-07	James Lopes Living Trust	Gallo et al	8/2/21
16-16-36	Tatla/Takhar TIC	Basra / Dhillon TIC	8/3/21
25-06-41	Fred & Jill Vogel Living Trust	Sukhjot Sandhu	8/13/21
25-06-63	Fred & Jill Vogel Living Trust	Sukhjot Sandhu	8/13/21
25-06-69	Fred & Jill Vogel Living Trust	Sukhjot Sandhu	8/13/21
25-12-13	Fred & Jill Vogel Living Trust	Sukhjot Sandhu	8/13/21
25-12-25	Fred & Jill Vogel Living Trust	Sukhjot Sandhu	8/13/21

APN ChangesAPN Acreage Previously Not IncludedAPN Acreage Previously Included

Blank

VIII D.

2

PO Box 23159
San Diego, CA 92193-3159



71 96900 2484 0660 4739 5



ELECTRONIC RETURN RECEIPT
REQUESTED

Mailed On: 7/28/2021
Reference Number: 1067787
Mailing Number: 0002951-01 ClientID: FASD000307 ER

Del Puerto Water District
P.O. Box 1596
Patterson, CA 95363

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RECORDING REQUESTED BY

First American Title Insurance Company

AND WHEN RECORDED MAIL TO

First American Title Insurance Company
4380 La Jolla Village Drive
Suite 110
San Diego, CA 92122

Recorded 6/28/2021

as Instrument #

2021-0061197

Stanislaus County

Trustee Sale No. 1067787 Loan No. 2422/2426/4384 Title Order No. Space above this line for recorder's use only

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$31,686,098.00 as of 05/13/2021 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).



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Trustee Sale No. 1067787 Loan No. 2422/2426/4384 Title Order No.

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

SBN V Ag I LLC
c/o Reed Smith
355 South Grand Avenue Suite 2900
Los Angeles, CA 90071
Attn: Christopher Rivas
(213) 457-8019

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: First American Title Insurance Company is the duly appointed Trustee under a Deed of Trust dated 02/26/2014, executed by Jeffery E. Arambel, a single man, and Laura Arambel, as Trustee of the Credit Trust Established Under The Harold and Laura Family Trust, under Revocable Trust Agreement dated December 16, 2005, as trustors, to secure obligations in favor of Rabobank, NA, a national banking corporation, as Beneficiary recorded on February 28, 2014 as Document Number 2014-0012421 of official records in the Office of the Recorder of Stanislaus County, California, as more fully described on said Deed of Trust, including a Credit Agreement dated April 25, 2013, which was subsequently modified; The beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: **THE UNPAID PRINCIPAL BALANCE OF \$23,818,810.04 WHICH BECAME DUE ON 04/20/2018 PLUS ACCRUED INTEREST AND LATE CHARGES.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATE: 6/24/21

First American Title Insurance Company

David Z. Bark
David Z. Bark, Foreclosure Trustee

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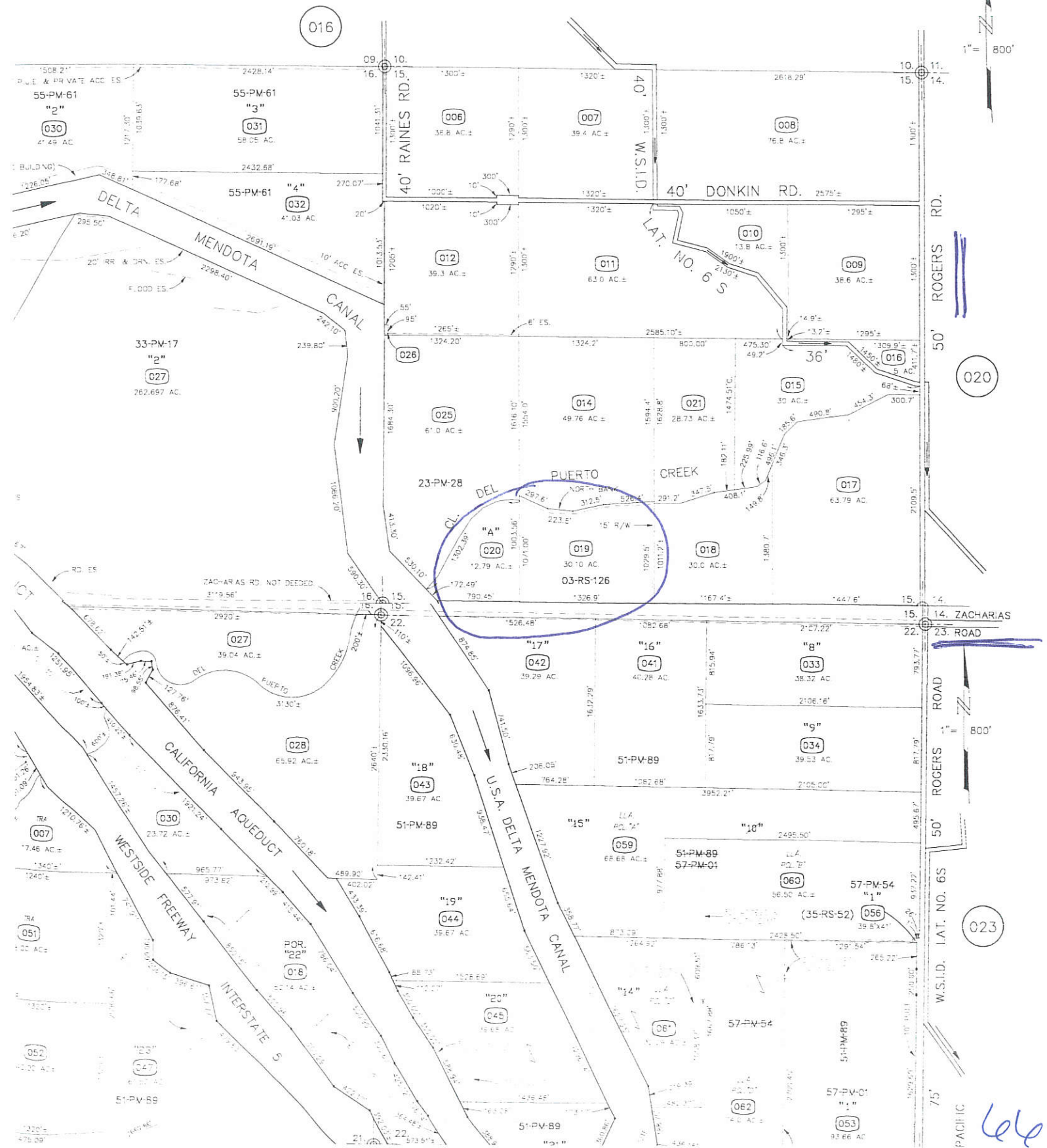
SECTION 15 & 16 T.5S. R.7E. M.D.B.& M.

086 000
086 005
086 018

021 - 019

THIS MAP FOR
ASSESSMENT PURPOSES ONLY

1" = 800'



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