Richard J. Reynolds (SBN 89911)
E-mail: rreynolds@bwslaw.com
Joseph P. Buchman (SBN 148983)
E-mail: jbuchman@bwslaw.com
Martin Kosla (SBN 247224)
E-mail: mkosla@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street, 40th Floor
Los Angeles, California 90071-2942
Tel: 213.236.0600 Fax: 213.236.2700

Attorneys for Diablo Grande Community Facilities District No. 1

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

In re DIABLO GRANDE COMMUNITY FACILITIES DISTRICT NO. 1, Debtor.	Case No. 25-26635-A-9 DCN BWS-003 **ORDER MODIFYING AUTOMATIC STAY** Date: September 30, 2026 Time: 9:30 A.M. Ctrm: Dept. A, Ctrm 11 2500 Tulare Street, Fresno California

Upon consideration of the Motion For Order Modifying Automatic Stay ("**Motion**"), filed by Diablo Grande Community Facilities District No. 1 (the "**Debtor**"), the Court finding that notice of the Motion was proper and the good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion affects the real property (the "**Property**"), identified in the Settlement Agreement as the "Subject Parcels" entered into between the Debtor and the County dated August 18, 2026 (the "**Settlement Agreement**") [Dkt. 92].

2. The Motion is granted under 11 U.S.C. § 362(d)(1) and the automatic stay shall be continued in effect regarding the Property as to the County of Stanislaus, California (the

"**County**"), and all other persons with a security interest in the Property, as stated in this order and until further order of the court.

3. As to the County, the stay of 11 U.S.C. § 362(a) is modified or conditioned as follows:

a. The Debtor shall provide payments to the County in accordance with the terms of the Settlement Agreement.

b. Upon any default by the Debtor under the terms of the Settlement Agreement, the County shall serve written notice of default to the Debtor, and via email to any attorney known by the County to be representing the Debtor. If the Debtor fails to cure the default within 14 days after mailing of such written notice, the County may file and serve with this court a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.

4. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, the County may proceed to enforce its remedies under applicable non-bankruptcy law against the Property including, but not limited to, enforcement of the County's tax liens on the Property through a sale of the Property in accordance with the California Revenue & Taxation Code.

5. If the County obtains relief from stay based on Debtor's defaults hereunder, the order granting that relief shall contain a waiver of the 14-day stay created by FRBP 4001(a)(4).

6. The County may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which it would otherwise have been entitled under applicable non-bankruptcy law.

7. The 14-day stay as provided in FRBP 4001(a)(4) is waived.

8. This Order is without prejudice to the rights of the Debtor pursuant to Section 904 of the Bankruptcy Code, and except as to the specific modification of the automatic stay as to the Property, nothing herein is intended as or shall be deemed to constitute the Debtor's consent pursuant to Section 904 of the Bankruptcy Code to this Court's interference with (1) any of the

political or governmental powers of the Debtor, (2) any of the property or revenues of the Debtor, or (3) the Debtor's use or enjoyment of any income-producing property.

Dated: October 01 2026

Jennifer E. Niemann
Honorable Jennifer E. Niemann
United States Bankruptcy Judge