

PURCHASE AND SALE AGREEMENT

between

Self-Help Enterprises, Seller

and

Le Grand Community Services District, Buyer

dated as of

_____, 2026

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of _____, 2026 (the "**Effective Date**"), is entered into between Self-Help Enterprises, a California nonprofit corporation ("**Seller**"), and Le Grand Community Services District, a political subdivision of the State of California ("**Buyer**" or the "**District**"). Seller and Buyer are each a "Party" and together the "Parties."

RECITALS

A. Seller is the owner of certain real property located within the District boundaries, approximately 4.13 acres in size, in the County of Merced, State of California, APN 318-050-005, which Seller intends to develop into a residential subdivision (the "Parent Parcel"), and has begun the process of creating a subdivision map.

B. Buyer is a political subdivision of the State of California, duly formed and existing under the laws of the State of California, and requires a portion of the Parent Parcel for a municipal well site and related water system facilities, utilities, access, and appurtenances.

C. Seller desires to sell, and Buyer desires to purchase, a portion of the Parent Parcel consisting of approximately 9,697 square feet, more or less (the "Property"), upon the terms and conditions set forth in this Agreement.

D. Seller previously granted Buyer a license to enter the Parent Parcel to construct a test well at an agreed location and to conduct testing to determine whether the site is appropriate for a municipal well. Such testing confirmed that the site is appropriate for Buyer's purposes.

E. The Parties previously agreed that if the test well yielded positive results the purchase price would be the fair market value of the Property at the time of sale, as determined by a licensed appraiser. An appraisal report prepared by James G. Palmer Appraisals, Inc., with an effective date of value of May 1, 2026, valued the fee simple interest in the proposed well site at Forty Thousand Dollars (\$40,000.00), subject to the assumptions and conditions stated in the report (the "2026 Appraisal").

F. The Parties acknowledge that the transaction contemplated by this Agreement is intended to be completed before the formal approval of the separate legal parcel, pursuant to the public entity exception to the Subdivision Map Act Requirements cited herein, upon approval of Buyer's governing board at a duly noticed public meeting and satisfaction of the other conditions set forth in this Agreement, and that Seller is to convey good and marketable title to the Property.

G. The Parties acknowledge that certain steps and determinations toward the construction of the well and acquisition of the Property have already been performed, in reliance on the prior agreement giving Buyer License to Enter and establishing an Option to Purchase, and in good faith contemplation of this Agreement: 1) following construction of the test well, Seller allowed Buyer to construct the underground well casing, which has been completed; 2) Buyer previously conducted the required review under the California Environmental Quality Act and recorded a Notice of Exemption; 3) because Buyer owns an adjacent 20-foot strip of land from an existing public road to the northeast corner of the proposed well site, no additional easements or access will

be necessary; 4) the proposed parcel has been determined to be within the General Plan and Community Plan allowed use and boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 — PURCHASE AND SALE

1.1 The Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms of this Agreement, the Property, together with all improvements on it and all rights, easements, and appurtenances belonging to it. The Property will be used by Buyer as a municipal well site and for related water system facilities, utilities, access, and appurtenances. The Property is more particularly described in Exhibit A and shown on Exhibit B. The parties acknowledge that the Property has not yet been established as a separate legal parcel but that its boundaries have been determined by Seller's civil engineer as set forth in such Exhibits.

1.2 Purchase Price. The purchase price for the Property is Forty Thousand Dollars (\$40,000.00) (the "Purchase Price"). The parties agree that the Purchase Price is the fair market value of the Property, as determined by the 2026 Appraisal. Buyer is paying no more than fair market value for the Property, and no part of the Purchase Price is a gift of public funds.

1.3 Creation of a Separate Legal Parcel. Seller shall take all steps needed to make the Property a separate legal parcel under the California Subdivision Map Act (Government Code section 66410 and following), whether prior to or subsequent to the conveyance of the Property and the recordation of the deed. The parties understand that, because the Property is being conveyed to a public agency, a parcel map is generally not required under Government Code section 66428(a)(2). The Parties acknowledge that no Certificate of Compliance is needed because the lot size meets zoning requirements. Seller is solely responsible for any maps, certificates, or approvals needed for the land Seller keeps and for Seller's planned residential subdivision of the Parent Parcel. This Section survives Closing.

ARTICLE 2 — CONDITIONS, TITLE, AND TRANSFER

2.1 Conditions to Buyer's Obligations. Buyer's obligation to buy the Property is subject to each of the following, any of which Buyer may waive in writing: (a) approval of this Agreement and the purchase by resolution of the Buyer's Board of Directors at a duly noticed public meeting held in compliance with the Ralph M. Brown Act; (b) Seller's delivery of good and marketable title as described in Section 2.2; and (c) a Resolution of Acceptance of the Buyer's Board of Directors, suitable for recording with the deed.

2.2 Title and Deed. Seller shall convey the Property to Buyer by grant deed, with good and marketable fee title, free and clear of all liens, encumbrances, leases, and other exceptions, except those Buyer approves in writing (the "Permitted Exceptions"). Buyer may obtain a current preliminary title report for the Property. Buyer may, at its option and expense, obtain a policy of title insurance. Seller shall remove, at or before conveyance, any monetary lien and any other title exception that Buyer disapproves.

2.3 Transfer Without Escrow. The parties do not intend to use a formal escrow. The purchase shall be completed (the “Closing”) on a date the parties agree on after the conditions in Section 2.1 are met, and in any event within thirty (30) days after Buyer’s Board approves the purchase. At the Closing: (a) Seller shall deliver to Buyer a duly executed and acknowledged grant deed for the Property, as well as a completed and signed Preliminary Change of Ownership Report and, as applicable, a certification of non-foreign status under federal law and a California Franchise Tax Board Form 593; (b) Buyer shall pay the Purchase Price to Seller by check or wire transfer. Within thirty (30) days of completion of such actions, Buyer shall accept such deed by resolution of the Board of Directors and cause the grant deed and related documents to be recorded in the Official Records of Merced County.

ARTICLE 3 — COORDINATION

3.1 Coordination with Seller’s Residential Subdivision. Seller’s planned residential subdivision of the Parent Parcel, and any construction on the land Seller keeps, shall not interfere with Buyer’s use of the Property as a municipal well or its access to it. Buyer’s well and facilities shall not unreasonably interfere with Seller’s subdivision or future residential use. The parties shall cooperate reasonably, and sign any further documents reasonably needed, to carry out this Agreement, including any maps, easements, and dedications reasonably needed for access or utilities to the well, and for Seller’s subdivision. No such additional documentation or request for execution of such documentation shall shift the responsibility of a party to pay for its own legal fees. This Section survives the Closing.

ARTICLE 4 — REPRESENTATIONS AND CONDITION

4.1 Seller’s Representations and Warranties. Seller represents and warrants to Buyer, as of the date of this Agreement and as of the Closing, that: (a) Seller owns the Property in fee and has full authority to sell it; (b) the persons signing this Agreement for Seller are authorized to do so; (c) to Seller’s knowledge, there are no liens, encumbrances, leases, or claims affecting the Property that have not been disclosed to Buyer in writing; (d) there is no pending or threatened litigation, condemnation, or governmental proceeding affecting the Property; and (e) to Seller’s knowledge, the Property contains no hazardous materials in violation of law, and Seller has received no notice of any environmental violation affecting the Property. These representations survive the Closing for one (1) year.

4.2 Buyer’s Representations and Warranties. Buyer represents and warrants to Seller that Buyer is a Community Services District with full legal authority to acquire and hold the Property for water-supply purposes under the Community Services District Law, and that, upon approval by its Board of Directors at a duly noticed public meeting, the persons signing this Agreement for Buyer are authorized to do so.

4.3 Condition of the Property. Buyer has inspected the Property and has tested the site by constructing a test well under a prior license from Seller. Except for Seller’s representations in Section 4.1, Buyer accepts the Property in its “as is” condition as of the Closing. Seller shall disclose to Buyer in writing any condition of the Property known to Seller that materially affects its use as a municipal well site.

ARTICLE 5 — COSTS, POSSESSION, AND GENERAL PROVISIONS

5.1 Costs and Taxes. Because the Property is being acquired by a public agency, the conveyance is exempt from documentary transfer tax under Revenue and Taxation Code section 11922. Buyer shall pay the recording fees for the grant deed and any title insurance premium it chooses to obtain. Each party shall pay its own attorneys' fees. Real property taxes and assessments, if any, shall be prorated as of the Closing, and any taxes allocable to the period after the Property becomes publicly owned shall be cancelled as provided by law.

5.2 Possession. Seller shall deliver possession of the Property to Buyer upon delivery of the Deed, free of all tenants and occupants.

5.3 General Provisions. (a) This Agreement is the entire agreement between the parties about the Property and replaces all prior discussions, understandings, and writings. (b) This Agreement may be changed only by a writing signed by both parties. (c) California law governs this Agreement. (d) All notices must be in writing and delivered personally, by overnight courier, or by certified mail, return receipt requested, to the respective principal offices of the Parties as of the Effective Date (or any other address a party later gives by notice). (e) This Agreement may be signed in counterparts and by electronic signature, each of which together form one agreement. (f) If any part of this Agreement is held invalid, the rest remains in effect. (g) Time is of the essence. (h) This Agreement binds and benefits the parties and their successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

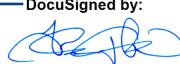
BUYER:

LE GRAND COMMUNITY SERVICES
DISTRICT, a political subdivision of the State
of California

By: _____
Name: Michael Moroni
Title: President of the Board of Directors

SELLER:

SELF-HELP ENTERPRISES, a California
nonprofit corporation

DocuSigned by:

By: _____
Name: Thomas J. Collishaw
Title: President

DocuSigned by:

By: _____
Name: Betsy McGovern-Garcia
Title: Vice President

EXHIBIT "A"
LEGAL DESCRIPTION

CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF MERCED, STATE OF CALIFORNIA, LYING IN SECTION 18, TOWNSHIP 8 SOUTH, RANGE 16 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 2 AS SHOWN ON THE "PARCEL MAP FOR DAISY C. ELLIOTT" FILED MARCH 24, 2004, IN VOLUME 96 OF PARCEL MAPS, AT PAGE 1-2, OFFICIAL RECORDS OF MERCED COUNTY.

COMMENCING AT THE NORTHERN TERMINUS OF THE EASTERLY LINE OF SAID PARCEL 2, THENCE ALONG SAID EASTERLY LINE, SOUTH 00°41'10" WEST FOR A DISTANCE OF 145.56 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00°41'10" WEST FOR A DISTANCE OF 90.12 FEET;

THENCE, LEAVING SAID EASTERLY LINE, SOUTH 68°25'55" WEST FOR A DISTANCE OF 69.12 FEET;

THENCE, NORTH 28°36'56" WEST FOR A DISTANCE OF 101.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 50.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 31°20'36" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF A FUTURE COURT, THROUGH A CENTRAL ANGLE OF 38°38'31", AND AN ARC DISTANCE OF 33.72 FEET;

THENCE, LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°18'23" EAST FOR A DISTANCE OF 92.85 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED WELL DEDICATION CONTAINS 9,697 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED WELL DEDICATION IS SUBJECT TO ALL EXISTING RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

EXHIBIT "B"
DEPICTION OF THE PROPERTY

