

**AGREEMENT FOR PURCHASE OF PORTABLE SCHOOL CLASSROOMS AND  
WAIVER OF LIABILITY**

This AGREEMENT is entered into this 7th day of May, 2026, by Pinewood Christian Academy (hereinafter "PURCHASER") for the benefit and protection of CLAY COUNTY SCHOOL BOARD, CLAY COUNTY, FLORIDA (hereinafter "BOARD").

WHEREAS, the BOARD has declared portable classroom buildings identified as CI 360 (DCA MBE 002647, Room 21) and CI 159 (DCA MBE 002645, Room 25), both located at Rideout Elementary School, Middleburg, FL and buildings CI 2180 (DCA II-B 005147, Room 815) and CI 2179 (DCA II-B 005148, Room 816), both located at Oakleaf Junior High, Orange Park, FL, to be unusable and surplus; and

WHEREAS, the PURCHASER has determined that it can make use of said portable classroom building(s); and

WHEREAS, the BOARD is willing to convey title to said portable classroom building(s) to PURCHASER; and

WHEREAS, the PURCHASER is willing to pay for and accept title to said portable classroom building(s) in its "AS IS" condition.

WHEREAS, PURCHASER acknowledges that they have had the opportunity to inspect the Property, or have waived their right to do so; and

WHEREAS, PURCHASER understands and agrees that Seller makes no warranties or representations, express or implied, regarding the condition of the Property; and

WHEREAS, PURCHASER desires to release Seller from any and all liability related to the condition of the Property;

NOW THEREFORE, in consideration of the foregoing, the BOARD hereby conveys said portable classroom building designated as building numbered CI 360, CI 159, CI 2180, and CI 2179 for identification, to the PURCHASER for the sum of \$40.00 (FORTY AND NO/100 DOLLARS) in hand paid and for other valuable consideration subject to the following terms:

1. The PURCHASER, for itself, its successors, and assigns, hereby releases and forever discharges the BOARD, its officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way connected with the condition of said building, including but not limited to:
  - a. Any defects, latent or patent, in the construction, design, or materials of said building(s).

- b. Any environmental conditions, including but not limited to, the presence of mold, asbestos, lead-based paint, radon, soil contamination, or other hazardous materials.
  - c. Any structural defects, including but not limited to, roof, walls, or framing issues.
  - d. Any defects in the mechanical, electrical, or plumbing systems of said building.
  - e. Any non-compliance with applicable building codes, zoning ordinances, or other governmental regulations.
  - f. Any information or lack of information provided by the Seller regarding said building.
2. The PURCHASER must sign this AGREEMENT, thereby taking title to said building prior to removal of said building(s).
3. Using agents designated by Clay County School District Department of Planning and Construction, the PURCHASER will remove said building(s) from its current location and relocate it to the PURCHASER'S property located at 198 Knight Boxx Road, Middleburg, FL 32068.
4. The PURCHASER agrees that the BOARD shall incur no additional costs of any kind or nature whatsoever resulting from the sale, removal, or relocation of said building(s).
5. In the event the PURCHASER does not accept said building(s) in the timeframe chosen by the Clay County School District Planning and Construction Department, the PURCHASER forfeits all right to said building(s) described herein and the BOARD may proceed with the demolition of said structure with PURCHASER having no recourse or remedy in law or equity for said action by the BOARD or its employees, agents, or contractors.

PURCHASER acknowledges that it is purchasing said building(s) in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

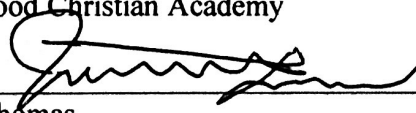
PURCHASER acknowledges that it has been advised to seek independent legal, environmental, engineering, and other professional advice regarding this transaction.

PURCHASER acknowledges that it has read and understands this AGREEMENT and is signing it voluntarily.

This AGREEMENT contains the full agreement of the parties, shall be strictly construed as to all times by which performance must take place, and the terms of the AGREEMENT may not be amended or altered except in written form signed by representatives of both parties.

EXECUTED this 7th day of May, 2026.

Pinewood Christian Academy

By   
\_\_\_\_\_  
Jake Thomas  
Purchaser's Representative

The terms of this AGREEMENT are hereby  
Acknowledged by the undersigned.

CLAY COUNTY SCHOOL BOARD, CLAY  
COUNTY, FLORIDA

By \_\_\_\_\_  
ERIN SKIPPER  
Title: Owner's Representative  
Clay County School Board  
900 Walnut Street  
Green Cove Springs, Florida 32043