

January 5, 2026

Mr. Randy Jordan
Lubbock County Expo Center, Inc.
c/o Western Bank
5701 82nd Street
Lubbock, Texas 79424

RE: Agreement for Professional Services Lubbock County Expo Center
Partial Schematic Design Package
Project Address: Northeast corner of North Loop 289 and University Ave.

Dear Mr. Jordan:

PARKHILL is pleased to have the opportunity to provide Architectural, Landscape Architecture, Interior Design and Engineering services to the Lubbock County Expo Center Inc.(LCEC) (CLIENT) for the Lubbock County Expo Center – Schematic Design Package (Project).

Schematic Design Package Scope of Work will include:

1. PARKHILL will review the program with LCEC to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with the LCEC.
2. Based on the mutually agreed upon program, schedule, Entitlement Services, and construction budget requirements, PARKHILL will prepare for approval by LCEC, Schematic Design Documents consisting of:
 - a. Drawings and other documents illustrating the scale and relationship of Project components showing conceptual interior floor-plan layouts, sections and elevations of the Main Arena and Warm-Up Area. A presentation floor plan and site plan will be included.
 - b. Conceptual site design showing vehicular paving, parking, trailer parking, pedestrian access, and utilities to the building will be shown.
 - c. Conceptual grading plans to approximate the arena and concourse finish floor elevations, in aiding Lee Lewis Construction in the earthwork calculations.
 - d. Parkhill will work closely with Lee Lewis Construction to ensure the project is within the construction budget of Fifty-five Million (\$55,000,000.00).
 - e. Visualization of Interior Elements to include a minimum of two rendering images in the arena and one image of the concourse with human entourage included. Produce perspective rendering of arena and site to aid in fundraising and project understanding by Lubbock County Commissioner's Court.
3. To assist the LCEC and their consultants, PARKHILL will provide Site Entitlement Services. Services include assisting with the process of Entitlements in obtaining discretionary approvals for the right to develop and/or construct on a property for its desired use(s). Entitlement Services are a Supplemental Service and will be billed using PARKHILL's standard hourly rate schedule and are not part of the stated lumpsum for the Schematic Design Package. Refer to Exhibit C.

Our supplemental services during Entitlement may include preparation and/or submittal of the following:

- Preliminary and Final Plat
- Variance Requests
- Special Use Permits

- Driveway Access Permits
- Public Hearing(s)
- Planning and Zoning Hearing(s) and Preliminary Site Plan Approval
- City Council Hearing(s) and Final Site Plan Approval
- Due Diligence
- Building Permit Processing and Acquisition
- Architectural Review Board Hearing(s) for Approvals required by Governmental Authorities Having Jurisdiction over the Project.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Surveys and Geotechnical Reports
- Detailed Cost Estimating

A tentative schedule for submitting our work for review is as follows:

Kickoff Meeting w/ Owner and Major Consultants -	1 Business Day
Partial Schematic Design (First Draft) -	30 – 45 Business Days
Owner Review Meeting -	1 Business Day
Partial Schematic Design w/ Incorporating Owner Comments -	15 Business Days
Owner Review Meeting -	1 Business Day
Final Partial Schematics incorporating Owner Comments -	10 Business Days

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond PARKHILL's control.

Our fees for the Schematic Design Package described above will be based on a lump sum amount of \$375,000.00. The remaining effort for design and construction administration services will be contracted in a future agreement and LCEC is not obligated beyond the cost of the Schematic Design indicated herein. This Schematic Design fee will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using PARKHILL's standard hourly rate schedule. Invoices will reflect the hourly rate schedule currently in effect for each calendar year.

Invoices will be sent to: Lubbock County Expo Center c/o Randy Jordan, Western Bank, 5701 82nd Street, Lubbock, TX 79424. PARKHILL will also send invoices via the email address rjordan@westernbank.com.

You may indicate your acceptance of this agreement and the Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By Allan B. Wolf

Allan Wolf, PE
Regional Business Development Leader

LCEC (CLIENT)

Signature: _____

Name: _____

Title: _____

Date: _____

ABW/Ind

Enclosures: Exhibit A – Standard Conditions
Exhibit B – Certificates of Insurance
Exhibit C – Hourly Rate Schedule

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers and landscape architects in Texas."

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**Special Warranty Deed Conveying Determinable Fee
For Construction and Operation of Lubbock County Expo Center**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: January 1, 2026 (“Effective Date”)

Grantor: Lubbock County Expo Center, Inc., a Texas nonprofit corporation organized under Chapter 22 of the Texas Business Organizations Code.

Grantor's Mailing Address:

5143 69th Street
Lubbock, Texas 79424

Grantee: Lubbock County, Texas

Grantee's Mailing Address:

904 Broadway Street
Lubbock, Texas 79401

Consideration: The Property is being donated to Lubbock County, Texas for the purpose of the construction of the project known as the Lubbock County Expo Center and subject to the Right of Reverter contained herein.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of an 80.001 acre portion of a 125.42 acre tract described under County Clerk File No. 2020000812 of the Official Public Records of Lubbock County, Texas, located in Section 11, Block A, Tyler Tap Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" set in the Eastern boundary of a 9.7 acre tract described under County Clerk File No. 2013021610 of the Official Public Records of Lubbock County, Texas, and in the Western boundary of said 125.42 acre tract, for the Southwest corner of this tract, which bears N. 01°43'25" E. a distance of 903.90 feet and S. 87°55'04" E. a distance of 653.64 feet from the Southwest corner of Section 11, Block A, Lubbock County, Texas;

THENCE N. 02°04'37" E., along the Eastern boundary of said 9.7 acre tract and the Western boundary of said 125.42 acre tract, at 418.58 feet pass a 1/2" iron rod found at the

Northeast corner of said 9.7 acre tract and an “ell” corner of said 125.42 acre tract, at 448.58 feet pass a 1/2" iron rod with cap marked “HRA” set in reference, at 1657.99 feet pass a 1/2" iron rod with cap marked “HRA” set in reference, at 1707.99 feet pass a 1/2" iron rod with cap marked “HRA” set in reference, continuing for a total distance of 1737.99 feet to a 1/2" iron rod with cap marked “HRA” set in the Southern boundary of a 78.8 acre tract described under County Clerk Probate File No. 2012-776,549 of the Official Public Records of Lubbock County, Texas, and the Northern boundary of said 125.42 acre tract for the Northwest corner of this tract;

THENCE S. $88^{\circ}11'30''$ E., along the Southern boundary of said 78.8 acre tract and the Northern boundary of said 125.42 acre tract, a distance of 1994.27 feet to a 1" iron pipe found at the Southeast corner of said 78.8 acre tract, the most Northerly Northwest corner of a 151.27 acre tract described under County Clerk File No. 2017019204 of the Official Public Records of Lubbock County, Texas, the Northeast corner of said 125.42 acre tract and the Northeast corner of this tract;

THENCE S. $01^{\circ}43'34''$ W., along the Western boundary of said 151.27 acre tract and the Eastern boundary of said 125.42 acre tract, at 80.00 feet pass a 1/2" iron rod with cap marked “HRA” found in reference, continuing at 1319.24 feet pass a 1/2" iron rod found at an “ell” corner of said 151.27 acre tract, continuing for a total distance of 1747.55 feet to a 1/2" iron rod with cap marked “HRA” set for the Southeast corner of this tract;

THENCE N. $87^{\circ}55'04''$ W. a distance of 2004.95 feet to the Point of Beginning.

Contains: 3,484,824 square feet.

Additional Rights/Duties Conveyed Under Certain Access Easements: Grantor herein conveys all rights and Grantee assumes all duties under those certain Access Easements by and between DDT Lands, LLC and Lubbock County Expo Center, Inc. dated July 9, 2020, and recorded under Instrument Numbers 2020028427 and 2020029428 in the Official Public Records of Lubbock County, Texas.

Reservations from Conveyance: For Grantor and Grantor’s heirs and assigns forever, a reservation of all of Grantor’s interest in and to all oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production of an existing lease, this reservation includes the production, the lease and all benefits from it.

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; together with the following additional matters:

1. Rights incident to the ownership and lessees of the minerals reserved in Volume 95, Page 261, Deed Records, Lubbock County, Texas and corrected in Volume 660, Page 354, Deed Records, Lubbock County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.

2. Pipeline Easement dated December 31, 1929, recorded in Volume 159, Page 387, Deed Records, Lubbock County, Texas, executed by MRS. ELLEN ADAMS to SOUTH PLAINS PIPELINE COMPANY.
3. Easement for Highway purposes dated May 24, 1961, recorded in Volume 842, Page 51, Deed Records, Lubbock County, Texas, and refiled in Volume 900, Page 404, Deed Records, Lubbock County, Texas, executed by O. C. HORNE and wife, BESSIE LEE HORNE to the STATE OF TEXAS.
4. Oil, Gas and Mineral Lease dated August 23, 1979, between O. C. HORNE and wife, BESSIE LEE HORNE, as Lessor and W. D. YOUNG, as Lessee, recorded in Volume 46, Page 342, Oil and Gas Lease Records, Lubbock County, Texas, together with all rights incident thereto.
5. Access Easement and Pipeline Easement reserved in Warranty Deed dated January 6, 2020 and recorded January 8, 2020 under County Clerk File No. 2020000812, Official Real Property Records, Lubbock County, Texas, executed by CANDLE CREEK, L.L.C., a Texas limited liability company to LUBBOCK COUNTY EXPO CENTER, INC.
6. Rights incident to the ownership and lessees of the minerals reserved in instrument recorded January 8, 2020 under County Clerk File No. 2020000812, Official Real Property Records, Lubbock County, Texas.
7. Side Agreement Regarding License to Erect Access Points dated July 9, 2020 and recorded July 9, 2020 under County Clerk File No. 2020028429, Official Real Property Records, Lubbock County, Texas, executed by and between LUBBOCK COUNTY EXPO CENTER, INC. and DDT LANDS, LLC.
8. Rights of Tenants in possession under any unrecorded leases.
9. Visible and Apparent easements on or across the property.
10. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, or other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Right of Reverter: This conveyance shall be effective only so long as (a) Grantee begins developing the project known as the Lubbock County Expo Center within five (5) years from the Effective Date or (b) Grantee develops the Expo Center on the Property previously described. If development of the Lubbock County Expo Center has not commenced within five (5) years of the Effective Date, or if Grantee chooses to develop the Expo Center on other lands, *all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, Grantor's heirs, successors, and assigns*, without the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of the Grantor to convey a determinable estate to the Grantee. On reversion, any improvements on the Property shall be deemed abandoned by Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Conveyance and Warranty, and Right of Reverter, grants and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance, Exceptions to Conveyance and Warranty, and Right of Reverter.

This Special Warranty Deed Conveying Determinable Fee shall control in the event that any term or provision herein should conflict with any term or provision of that certain Special Warranty Deed Conveying Determinable Fee recorded April 9, 2021 under County Clerk No. 2021017477, Official Public Records, Lubbock County, Texas.

When the context requires, singular nouns and pronouns include the plural.

LUBBOCK COUNTY EXPO CENTER, INC.,
A TEXAS NONPROFIT CORPORATION

By: _____
Randy Jordan, Chairman of the Board

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Randy Jordan, in his capacity of Chairman of the Board of Lubbock County Expo Center, Inc., a Texas nonprofit corporation and on behalf of said entity.

Notary Public, State of Texas



RESOLUTION

IN SUPPORT OF THE LUBBOCK COUNTY EXPO CENTER VENUE PROJECT

WHEREAS, Lubbock County entered into a Development Agreement ("the Agreement") with Lubbock County Expo Center, Inc. ("LCEC") on November 14, 2019, to plan, acquire, establish, develop, and construct the Lubbock County Expo Center Venue Project as authorized by Chapter 334 of the Texas Local Government Code; and

WHEREAS, in accordance with the Agreement, LCEC purchased and deeded to Lubbock County an approximately eighty (80) acre tract of land along North University Avenue and the North Loop 289 Access Road for the site of the Venue Project; and

WHEREAS, under the Agreement, LCEC assumed responsibility for the development and construction of the Venue Project; and, the funds needed to develop and construct the Venue Project either have been or will be acquired by private funding raised by LCEC, proceeds from the collection of Venue Project taxes, and/or by and through the issuance of tax-exempt bond financing by Lubbock County.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF LUBBOCK COUNTY, TEXAS:

That due to the changes in the financial climate and construction costs since the Agreement was entered into, the Lubbock County Commissioners Court does hereby support and approve of LCEC's pursuit of an alternative design of the Venue Project, the letter agreement between LCEC and Parkhill to create the design, and the expenditure of \$375,000.00 by LCEC as payment for the new design; and

That the Court affirms the Venue Project will be constructed on the approximately eighty (80) acres of land along North University Avenue and North Loop 289 Access Road, and the Court approves of the Special Warranty Deed extending the right of reversion period for five (5) years from the Effective Date of the Special Warranty Deed; and

Furthermore, that the Lubbock County Commissioners Court will engage Bond Counsel to commence work on the Venue Project based on the new alternative design and preliminary, proposed budget.



APPROVED on this the 26th day of January 2026.

Curtis Parrish
Lubbock County Judge

Mike Dalby, Commissioner, Pct. 1

Cary W. Shaw, Commissioner, Pct. 3

Jason Corley, Commissioner, Pct. 2

Jordan Rackler, Commissioner, Pct. 4