

**AIRPORT RESTAURANT LEASE
AND CONCESSION AGREEMENT**

This Agreement made and entered into this ____ day of _____, 2024, by and between Brazoria County, a body corporate and politic under the laws of the State of Texas, (herein called the “County”) and Yannera Ou (herein called the “Restaurant Operator” or “Concessionaire”). County and Restaurant Operator currently have a Lease Agreement that terminates December 31, 2024. .

RECITALS

The County owns and operates the Texas Gulf Coast Regional Airport and desires to lease a portion of its premises described in **Exhibit “A”** and to grant a food service concession to Restaurant Operator. Restaurant Operator desires to secure such concession rights and a lease of those premises (**Exhibit “A”**) for the operation of a restaurant at the Texas Gulf Coast Regional Airport.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

In consideration of the mutual covenants herein contained, the parties agree as follows:

TERM:

The initial Term of this Agreement shall begin on January 1, 2025 and terminate at midnight on December 31, 2025.

Four (4) One-Year renewable terms, to begin January 1, 2026, with each renewal automatically renewed on January 1 each year unless terminated by written notice by either party. The final five year term terminating at midnight on December 31, 2029.

The effective date of this Agreement is January 1, 2025 and terminating December 31, 2029.

RENT:

- a. Beginning January 1, 2025 and continuing through December 1, 2029, rent shall be TWELVE HUNDRED THIRTY SIX DOLLARS (\$1,236.00) payable on the 1st day of each month, delivered to the Director of the Texas Gulf Coast Regional Airport as set forth in this Agreement on or before the due date and without demand.
- b. Four (4) optional extended agreement periods of twelve months will be available at the expiration of the term of this Agreement. The option period rate will be at the prevailing

market rate to be mutually determined and agreed to by the parties in a new contractual Agreement.

LATE CHARGE:

In the event that any payment required to be paid by Restaurant Operator hereunder is not made by the 5th day of each month by 5:00 p.m., Restaurant Operator shall pay to County, in addition to such payment or other charges due hereunder, a "late fee" in the amount of SEVENTY-FIVE DOLLARS (\$75.00) for the first day of delinquency, and TEN DOLLARS (\$10.00) per day thereafter, which includes the day payment is made. The parties agree that the late fee serves as reasonable liquidated damages for late payment and is considered part of the rent payment. The late fee shall apply in full to any late payment of rent and no partial payment of rent alters or eliminates the late fee.

TAXES:

Restaurant Operator shall be responsible for and timely pay any taxes assessed against it including but not limited to ad valorem taxes, sales tax and franchise tax, if any.

DEPOSIT:

It is agreed that a deposit will be waived at commencement of this lease. Restaurant Operator shall be responsible to repair and return facility to basic and good repair condition at conclusion of lease.

LIEN:

As security for Restaurant Operator's payment of Rent and performance of all of its other obligations under this Lease, Restaurant Operator hereby grants to County a lien on and security interest in all property of Restaurant Operator now or hereafter placed in the Leased Premises. This Lease shall constitute a security agreement under the *Texas Business and Commerce Code*, and County, as secured party shall be entitled to all of the rights, remedies and recourses afforded to a secured party under the Texas Business and Commerce Code, which rights, remedies and recourses shall be cumulative of all other rights, remedies, as debtor, promptly upon request and without any compensation or consideration being payable to Restaurant Operator, such additional financing statement or statements as County may request. Moreover, County may at any time file a copy of this Lease as a financing statement.

Rights are granted by Brazoria County to Restaurant Operator subject to all of the terms, and conditions, of the Agreement. The Restaurant Operator understands that this is not an exclusive Concession as other concessions may be granted by the County at its option.

**ARTICLE II
PURPOSE AND IMPROVEMENTS**

The purpose of this Agreement is to provide for the development, and maintenance of a food service concession, and appurtenances, which Concessionaire agrees to do, and the premises covered hereby, more particularly described on **Exhibit "A"** (hereinafter "premises") attached

hereto and incorporated herein, shall be used only for such purposes, unless consent to any other use is obtained from the County.

The Premises shall be used by the Restaurant Operator described herein and shall be maintained by the Restaurant Operator with no expense to the County.

Restaurant Operator is responsible for and/or authorized to do the following:

1. provide all tables, chairs, utensils, appliances, and equipment, necessary to operate a restaurant. County is only providing the structure and whatever is currently located within the building, *i.e.* the vent hood;
2. maintain and certify vent hood annually and provide documentation to County. If damage is caused to vent hood for failure to clean, Restaurant Operator is responsible to repair and replace damaged parts. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
3. maintain grease trap in good condition. Restaurant Operator shall have a routine maintenance schedule established and provided to Airport Director annually. Restaurant Operator shall provide all repair and maintenance documentation to Airport Director.
4. ensure the electrical load under the porch canopy does not exceed its capacity. In the event Restaurant Operator requires more electrical output, Restaurant Operator may upgrade electrical service by a licensed electrician after receiving written approval from the Airport Director;
5. install outside coolers and/or equipment as long as they are kept within the fenced area. The area is to be kept clean and free of any debris, trash, storage, etc.;
6. not allowed to use the HVAC room. This room is to be kept free of any storage items, inventory, supplies, equipment, etc. It is to remain accessible for County employees;
7. maintain the appearance of the Premises (interior and exterior). All patio furniture, signage and flags shall be kept in good appearance.
8. any stored items shall be maintained behind fenced areas out of sight of the airport patrons.
9. Any animal traps shall not be visible to the public.
10. mops and mop buckets shall be stored away and only visible during actual use.
11. grill and equipment airside shall be stored behind a fence and not visible to airport patrons;
12. keep interior of restaurant clean including floors, bathrooms, kitchen etc.

13. locks and security of building once provided the initial set of keys from County;
14. all extermination services (inside and outside);
15. all maintenance costs of structure associated with usage of building as a restaurant.
16. utilize the County trash dumpster located on airport property as long as such use does not inhibit the Airport's use. Restaurant Operator will be required to deliver all restaurant's trash to the dumpster. In the event the restaurant trash exceeds fair usage of the Airport dumpster, County will provide 30 days written notice to restaurant to obtain its own dumpster.

ARTICLE III UTILITIES

Restaurant Operator shall be responsible for electricity service associated with the premises and operation of the restaurant. Restaurant Operator shall cause meter S55292529 (or any replacement thereof) to be placed in the name of Restaurant Operator to coincide with effective date of this Agreement. As consideration for electricity usage not associated with concession, County agrees to deduct \$210 per month from lease payment upon submitting a copy of the electricity statement along with the monthly rental payment.

Restaurant Operator is required to pay the water and sewer utilities directly to the City of Lake Jackson.

ARTICLE IV POSSESSION AND MAINTENANCE

Restaurant Operator shall maintain the premises in good order and shall perform any required maintenance and repairs of the building interior at his own expense during the entire term of this Agreement. The County shall maintain the exterior shell of the building, including, but not limited to, the exterior walls, roof, electrical and plumbing not associated with impact from restaurant operations. The County shall maintain the HVAC system in the building. The County shall have the right to inspect the area and to impose reasonable regulations to insure proper maintenance care and upkeep of the property. The degree of maintenance, including the foregoing provision governing hazardous waste and contaminates placement upon the premises shall be in keeping with other public food service facilities in the area. Restaurant Operator shall not allow any hazardous waste or contaminates to be deposited or placed upon premises by any individuals or business entities under its control or any contract. If Restaurant Operator neglects or refuses to do so the County may, but is not required, perform such maintenance or repair for the account of the Restaurant Operator and it shall promptly reimburse the County. The County shall first give the Restaurant Operator fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Restaurant Operator to perform such maintenance or repairs at its own expense. Failure on the part of Restaurant Operator to repair or maintain the premises as herein provided shall be grounds for termination of this Agreement.

Restaurant Operator acknowledges that he has fully inspected the Leased Premises, and on the basis of such inspection, hereby accepts the Leased Premises, and the improvements situated thereon, as suitable for the purposes for which same are Leased, in their present condition. Restaurant Operator agrees to maintain the Leased Premises including the improvements thereon, keep them free from waste or nuisance of any kind, and make all necessary minor repairs. At the termination of this Lease, Restaurant Operator shall deliver the Leased Premises with all improvements located thereon in good repair and condition, reasonable wear and tear.

ARTICLE V OPERATION

Restaurant Operator shall:

- (A) comply with applicable state and local laws governing the operation of the premises. Restaurant Operator shall comply with existing airport policy, rules and regulations and with future policies, rules and regulations which the Brazoria County Commissioners Court may approve. Violation of any Federal, State, County or City laws, ordinances, and/or regulations, may be considered as cause for termination of this Agreement.
- (B) obtain and pay for all permits or licenses that may be required for the operation of the concession; in addition, Restaurant Operator shall meet all requirements of applicable County and State Health Departments covering the handling and dispensing of food and beverage.
- (C) not erect a sign on the premises or in the vicinity thereof without obtaining the advance written approval of the County.
- (D) promptly pay all debts incurred by it for the purchase of goods or services used by it in the operation of the concession.
- (E) keep the premises in a clean and sanitary condition at all times, including windows inside and out. Restaurant Operator shall store all trash in the containers designated for that purpose. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the premises is prohibited.
- (F) not keep any explosive or hazardous materials on the premises; conduct any offensive occupation thereof, or operate any machinery thereon that may injure the concession premises.
- (G) serve the public by remaining open for business on a consistent basis throughout the week. The operation hours will be displayed on the Premises and provided to the Airport Director. The hours may be changed during the term of this Agreement upon the receipt of written notice from the Restaurant Operator and with the approval of the Aviation Director.

Restaurant Operator, its agents, servants and employees agree to maintain a friendly and cooperative (although competitive) relationship with other companies engaged in similar or like business on the airport premises. Except in connection with judicial proceedings, Restaurant Operator shall not engage in public disputes, disagreements or conflicts regarding activities at the airport which, in the opinion of the Airport Director, would cause a deterioration in the quality of service which either Restaurant Operator or its competitors offer or which would, in the Airport Director's opinion, be incompatible with the best interest of the public and customers at the airport.

The County shall have access to the premises and to each part thereof, during regular business hours of the Restaurant for the purpose of the inspecting of same. County has access to the premises at any time during an emergency basis. County will notify Restaurant Operator when an emergency entry has been made.

ARTICLE VI IMPROVEMENTS

Restaurant Operator shall make no improvements and or/ modifications, nor add any exterior signage to the premises without prior written consent of the County. The County may not unreasonably withhold consent with respect to any non-structural or interior alterations which Restaurant Operator may propose.

Restaurant Operator may explore and develop a variety of initiatives that have been expressed relating to a playground/sitting area, marketing to military, aviation themed kid's meals, update the interior decorations of Premises to modernize establishment, and catering service. Airport Director's approval is required prior to construction of a playground and/or sitting area.

ARTICLE VII INSURANCE

During the terms of this Agreement, Restaurant Operator shall procure and keep in force, or shall, where appropriate, require its contractors and subcontractors to procure and keep in force the following insurance:

- (A) **Workmen's Compensation Insurance:** Restaurant Operator shall provide workmen's compensation insurance to cover its employees used in operation of the concession during the term of this Agreement as required by law.

- (B) **Comprehensive General Liability, Premises Operations and Property Damage Insurance:** With limits, as to personal injury and death, of One Hundred Thousand and No/100 Dollars (\$100,000.00) as to each person, and Three Hundred Thousand and No/100 Dollars (\$300,000.00) as to each accident, and as to property damage, One Hundred Thousand and No/100 Dollars (\$100,000.00) such insurance shall be on Texas Standard form and shall name both Restaurant Operator and the County of Brazoria as the insured, such insurance shall be made effective commencing on the term of this

Agreement; provided that the amount of insurance shall be at all times equal to the standards established by the Texas Torts Claims Act.

- (C) The duplicate originals or certificates of all insurance policies required hereunder and their renewals shall be delivered to Brazoria County for approval and acceptance **prior to** commencement of each renewable term..
- (D) All policies must provide that thirty (30) days written notice of cancellation or material change in coverage be given to the Commissioners Court of Brazoria County.

ARTICLE VIII ASSIGNMENT OF AGREEMENT

Restaurant Operator shall not transfer, assign, sublet, license, encumber, or pledge this agreement and leasehold, in whole or in part, without the prior written consent of the County.

Notwithstanding the foregoing, Restaurant Operator shall be allowed to transfer and assign this lease to a Texas limited liability company as named and selected by Restaurant Operator.

ARTICLE IX CANCELLATION AND FORFEITURE

- (A) Notwithstanding any other provisions of this Agreement, this Agreement may be cancelled and terminated by either party, without cause, at any time after ninety days (90) days written notice of termination. The giving of such notice shall not release either Restaurant Operator or the County from full and faithful performance of the terms of this Agreement during the period between the giving of such notice and the effective date of cancellation and termination.
- (B) **DEFAULT.** Each of the following is an “Event of Default”.
 1. The failure of Restaurant Operator to pay rent when due;
 2. The failure of Restaurant Operator to perform, comply with or observe any term, condition, restriction, or provision, in this Lease, including, but not limited to, the Texas Gulf Coast Regional Airport’s Minimum Standards and Rules and Regulations;
 3. The failure of Restaurant Operator to occupy the Leased Premises or any significant portion thereof;
 4. The filing of a petition by or against Restaurant Operator (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under the Bankruptcy Code or any similar debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of the Lessee’s property or for Restaurant Operator’s interest in this Lease or (iv) to reorganize or modify Restaurant Operator’s capital structure; and

5. A statement by Restaurant Operator, in writing, that it cannot meet its obligations under this Lease.
- (C) REMEDIES OF COUNTY. Upon any Event of Default, County may, in addition to all other rights, remedies and recourses afforded County hereunder or by law or equity, do any one or more of the following:
1. Terminate this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall pay to County the sum of (i) all Rent and other amounts accrued hereunder to the date of termination, (ii) all amounts due under any provision of this Lease, and (iii) liquidated damages in an amount equal to the total amount rent due for the remainder of the term.
 2. Terminate Restaurant Operator's right to possession of the Leased Premises without terminating this Lease by giving written notice to Restaurant Operator, in which event Restaurant Operator shall apply to County (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under any provision of this Lease, and (iii) all Rent and other sums required hereunder to be paid by Restaurant Operator during the remainder of the Term, diminished by any net sums thereafter received by the County through reletting the Leased Premises during said period. Reentry by County in the Leased Premises will not affect the obligations of Restaurant Operator hereunder for the unexpired Term. County may bring action against Restaurant Operator to collect amounts due by Restaurant Operator on one or more occasions, without the necessity of County waiting until expiration of the Term.
 3. Alter or change any and all locks and other security devices at the Leased Premises, and, if it does so, County shall not be required to provide a new key or other access right to Restaurant Operator unless Restaurant Operator has cured all Events of Default.
 4. Revoke Restaurant Operator's use of the Airport by blocking the Leased Premises as well as all taxiway access to the Leased Premises in order to prevent Restaurant Operator's aircraft from conducting or engaging in aircraft activities on and between the Leased Premises and the Airport.
- (D) PAYMENT BY RESTAURANT OPERATOR IN EVENT OF DEFAULT. Upon any Event of Default, Restaurant Operator shall also pay to County all costs and expenses incurred by County, court costs and reasonable attorney's fees, (as provided in Sections 38.003 and 38.004 of the *Texas Civil Practice and Remedies Code*) in (a) retaking or otherwise obtaining possession of the Leased Premises, (b) removing and storing Restaurant Operator's or any other occupant's property, (c) repairing, restoring, altering, remodeling, or otherwise putting the Leased Premises into condition acceptable to the new Lessee or Lessees, (d) reletting all or any part of the Leased Premises, (e) paying or performing the underlying obligation which Restaurant Operator failed to pay or perform

and (f) enforcing any of County's rights, remedies or recourses arising as a consequence of the Event of Default.

ARTICLE X EMPLOYEES OF RESTAURANT OPERATOR

Restaurant Operator shall hire and retain at all times a sufficient number of employees to provide prompt and efficient service. All employees having contact with the public shall be courteous, clean, and neat in appearance. Should any employee fail to maintain such qualifications, Restaurant Operator, upon written notice from County, shall take immediate corrective action.

ARTICLE XI QUALITY OF SERVICE

All items sold by Restaurant Operator shall be of first class quality and the services provided by Restaurant Operator shall be rendered courteously and efficiently. The County reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order improvements in the quality of either the merchandise or services rendered. Failure of Restaurant Operator to abide by the terms of this article shall be grounds for termination of this Agreement.

ARTICLE XII PARTIAL DESTRUCTION OF PREMISES

If at any time during the term of this Agreement, the premises are damaged by fire, storm, hurricane, act of nature or other cause beyond the control of Restaurant Operator to the extent that continued use of the premises is unreasonable, Restaurant Operator may on written notice to the County delivered within thirty (30) days after the damage has occurred, terminate this Agreement without any liability of Restaurant Operator to the County, except for the payment of concession fees accrued on the date of such termination. If it does not elect to terminate this Agreement, Restaurant Operator shall, with due diligence, restore the premises to an operative condition as such premises were immediately preceding the partial destruction of same.

ARTICLE XIII INDEMNITY

Restaurant Operator shall protect, indemnify and save harmless the County of Brazoria, Texas, from and against any and all claims, demands and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property, occurring on the premises or in any manner growing out of or connected with its use and occupation of the premises during the term of this Agreement. Restaurant Operator shall give the County prompt notice of claim coming to its knowledge that in any way directly or indirectly affects either Restaurant Operator or the County of Brazoria. All parties shall have the right to participate in the defense of claim to the extent of its interest.

**ARTICLE XIV
NON - DISCRIMINATION POLICY**

Restaurant Operator shall not engage in any discriminatory actions against or towards its agents, employees, independent contractors, its customers or the general public. Those discriminatory practices prescribed by both Federal law and the laws of the State of Texas, all Federal Aviation Administration regulations and rules regarding discrimination are applicable and shall be observed by the Restaurant Operator. Restaurant Operator further has the duty to remediate any discriminatory conduct it discovers as the result of conduct of its agents, employees, and/or independent contractors. Failure to strictly follow this policy shall be grounds for termination of this agreement.

**ARTICLE XV
NOTICES**

Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

LESSOR: Aviation Director
 Texas Gulf Coast Regional Airport
 8000 Airport Way
 Angleton, Texas 77515

LESSEE: Yannera Ou
 7915 Airport Way
 Angleton, Texas 77515

or such other address as Restaurant Operator may from time to time designate by written notice to the County.

**ARTICLE XVI
GENERAL CLAUSES**

- (A) This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.
- (B) Any and all provisions and clauses in this Agreement can be amended or deleted by the County and the Restaurant Operator by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum. On the termination of this Agreement for any reason, the County shall have full authority to re-enter and take full possession of the concession premises without necessity of obtaining any legal process.

All property of Restaurant Operator, which does not become the property of the County of Brazoria, shall be removed by it at such termination. If such property is not removed within ten (10) days after the termination or expiration of this Agreement, then in that event it shall become the property of the County of Brazoria.

- (C) Venue for any litigation or disputes arising from this contract shall be in Brazoria County, Texas.
- (D) In the event of a breach of any of the covenants, conditions or obligations herein by the Restaurant Operator, or if it becomes necessary for County to enforce its rights because of said default, Restaurant Operator agrees to pay to County reasonable and necessary attorneys fees and expenses as a result of any dispute resolution or litigation.

**ARTICLE XVII
INDEPENDENT CONTRACTOR**

This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and any employee or agent of Restaurant Operator. Restaurant Operator shall at all times be deemed to be an independent contractor. Restaurant Operator is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of Restaurant Operator, its employees, or its agents in performing the duties prescribed herein. The right of Restaurant Operator to occupy the premises granted by this Agreement shall continue only so long as all the terms of this Agreement are strictly and promptly adhered to by Restaurant Operator.

**ARTICLE XVIII
TERMINATION**

If in the judgment of the County the manner of operation of the concession or the quality of merchandise or service does not meet the requirements of this Agreement, or if Restaurant Operator is in default of any other term of this Agreement, the County shall give Restaurant Operator a written notice specifying the particulars of the unsatisfactory performance or default. Within thirty (30) days after receipt by it of such notice, County may terminate this Agreement. The decision of County on any such matter shall be final.

Executed, this _____ day of _____, 2024.

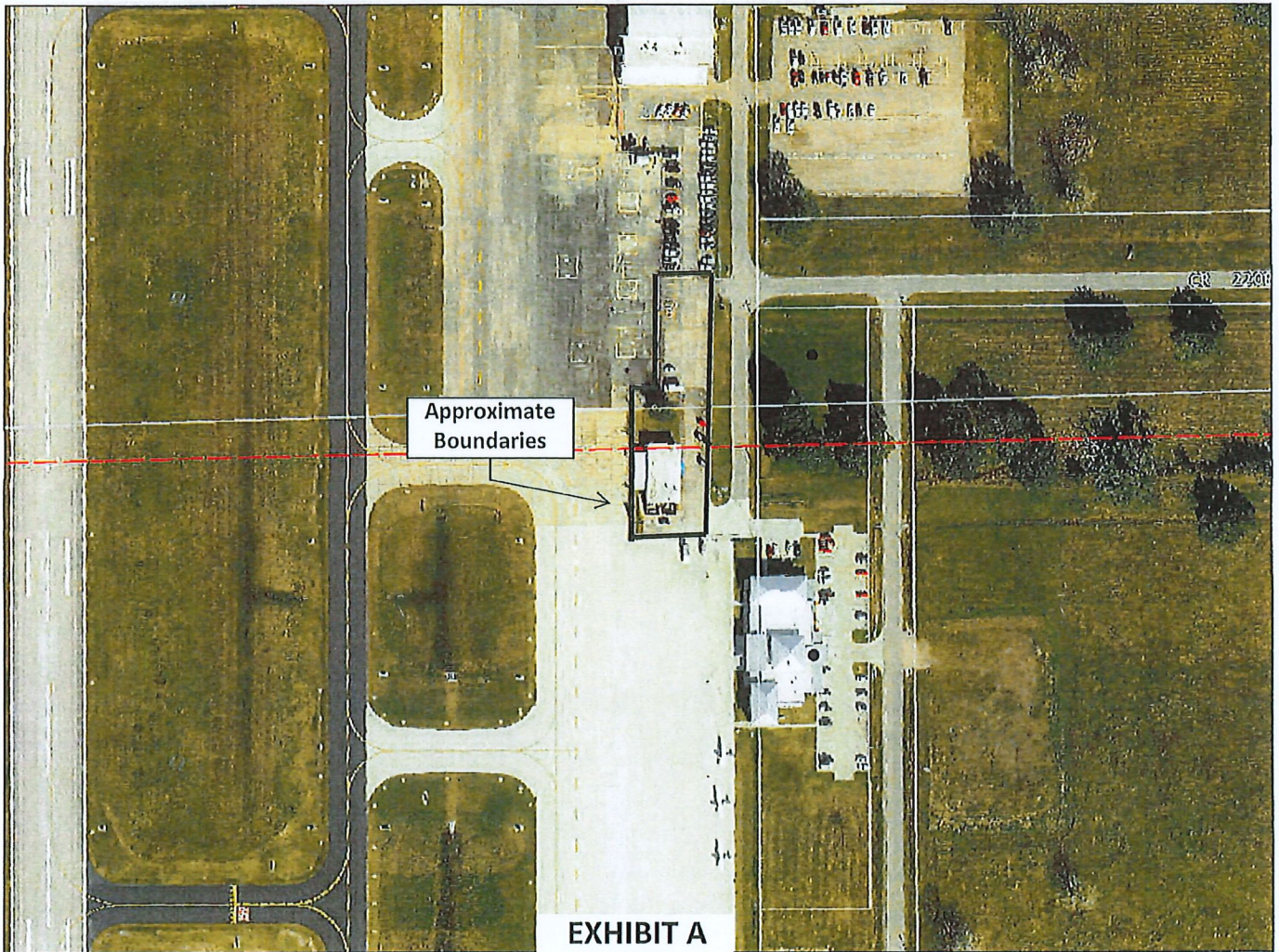
BRAZORIA COUNTY

RESTAURANT OPERATOR

L. M. "Matt" Sebesta, Jr.
County Judge

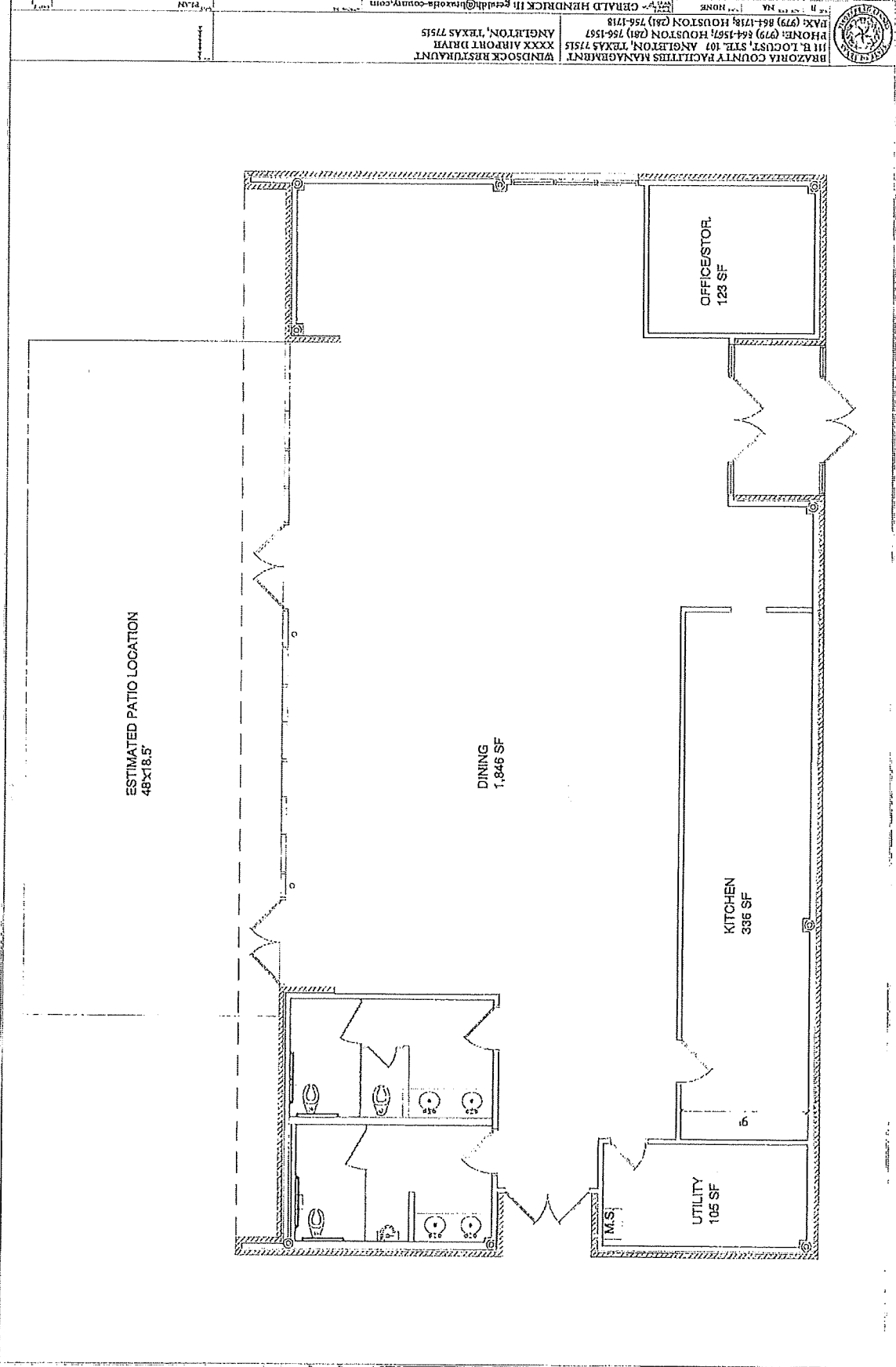


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BRAZORIA COUNTY FACILITIES MANAGEMENT
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Gerald Hendrick III
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mailto:geraldh@brazoria-county.com



OFFICE/STOR.
123 SF

DINING
1,846 SF

KITCHEN
386 SF

UTILITY
105 SF

ESTIMATED PATIO LOCATION
48'x18.5'