

**MONTEAGLE CITY COUNCIL
BEER BOARD MEETING
JULY 28, 2025
4:45 PM**

PRESENT:

**MAYOR GREG MALOOF
NATE WILSON
DAN SARGENT
GRANT FLETCHER**

ABSENT:

DEAN LAY

Ms. Debra Powell Reed is applying for a beer permit for Pacos Tacos at 202 East Main Street. There was discussion on the food truck being attached to the building. This would be a portable kitchen. The beer will be served inside the building. Alderman Fletcher moved to approve the beer permit but it will not be valid until the building is finished around the end of August. Alderman Wilson seconded the motion and it passed 4/0.

There being no other business the meeting adjourned at 4:50 pm.

Respectfully submitted,



Mayor Greg Maloof



City Recorder Debbie Taylor

original

INSTRUCTION SHEET

Permits shall be issued to the owner of the business, whether a person, firm, corporation, joint-stock company, syndicate, or association.

A permit is only for a single location and is valid for all decks, patios, and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located.

Where an owner operates two or more restaurants or other businesses within the same building, the owner may, in his or her discretion, operate some or all of such businesses under the same permit.

A permit is valid only for the business of the owner named in the permit.

A permit holder must return a permit to the county or city that issued it within fifteen (15) days of termination of the business, change in ownership, relocation of the business or change of the business name. A change in ownership occurs for a corporate owner when at least fifty percent (50%) of the stock of the corporation is transferred to a new owner.

FOR BEER BOARD USE ONLY:

MAP NO. 022K (Group B)

PARCEL NO. 024.00

DISTANCE FROM NEAREST SCHOOL _____

DISTANCE FROM NEAREST CHURCH _____

DISTANCE FROM NEAREST RESIDENCE _____

Distances shall be measured using the straight-line method from building to building.

APPLICANT MUST ATTACH A BACKGROUND CHECK TO THE APPLICATION FOR REVIEW

Attached:

① Check \$250

② Background check

③ Lease

④ Lessor's Property Deed

APPLICATION FOR A BEER PERMIT
STATE OF TENNESSEE
TOWN OF MONTEAGLE

APPLICATION FOR (CHECK ONE)

X ON PREMISES PERMIT

____ OFF PREMISES PERMIT

____ MANUFACTURER'S OR DISTRIBUTOR'S PERMIT

____ SPECIAL EVENTS PERMIT

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL, STORE, MANUFACTURE, OR DISTRIUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED 57-5-101 ET SEQ. AND BASE BY APPLICATION UPIN THE ANSWERS TO FOLLOWING QUESTIONS.

1. Full name of applicant (owner) Debra Powell Reed

Person X Firm ____ Corporation ____ Joint-stock
on ____ Syndicate ____ Association

2. List all persons, firms, corporations, joint-stock, companies, syndicates, or associations having at least a 5% ownership interest in the business (attach additional sheet if needed).

High Cotton Ventures, LLC dba Taco's

Taco's

3. What is your present home address?
39 Erwin Court Nashville, TN
4. Previous address(es) (within last 10 years) _____

5. Date of birth 9/1/1953 Home telephone (615) 335-1709
Business telephone number (615) 335-1709
6. Under what name will this business operate? Paco's Tacos

7. Location of business by street address or other geographical description and phone number of the business
202 E Main Street; Monteagle, TN 37356

8. Specify the identity and address of the person to receive annual privilege tax notices and any other communication from the City Debra P Reed
39 Erwin Court, Nashville, TN 37205
9. Give name and address of property owner, if other than business owner.
EJZ Sewanee Investments LLC
132 E Main St
Monteagle, TN 37356

10. Will the permit be used to operate two or more restaurants or other businesses under the same permit as permitted by Section 57-5-103(a)(4) within the same building? Yes No X. If so, specify number . List the names of the restaurants or other businesses and describe their location (use additional sheet if necessary)
- _____
- _____
11. Give name, date of birth, and address of any manager other than applicant
- _____
- _____
- _____
12. Has any person having at least a 5% ownership interest, any of the managers listed in question 11, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime (other than minor traffic violations) within the last ten (10) years? No If so, give particulars of each charge, court, and date convicted.
- _____
- _____
13. Has this owner or the owners organization had a beer permit revoked, suspended, or denied in the State of Tennessee?
Yes No No If so, specify where, when, and why.
- _____
- _____

14. Give the name, relationship to applicant (if applicable) and address of the former beer permittee at this location.

None

15. What is the name and address of the church (or other place of worship) nearest to your business?

Presbyterian

(The City of Monteagle has adopted a rule forbidding the sale, storage and manufacture of beer and like beverages within ___ feet of schools, churches and other places of public gathering)

16. What is the name and address of the school nearest to your business?

Monteagle Elementary School

120 Main St; Monteagle, TN 37356

17. What is the name and address of the owner of the nearest residential dwelling to your business?

Eric Zinn 132 E Main

(owner of the building)

(The City of Monteagle has adopted a rule forbidding the sale of beer within ___ feet of a residential dwelling, if the owner of the dwelling objects to the issuance of a beer permit)

I am knowledgeable of the laws prohibiting the sale of beer to minors. I hereby certify that no person having at least a 5% ownership interest, nor any person to be employed in the distribution or sale of beer in my establishment has been convicted of any violation of the beer or alcoholic beverage laws or any crime involving moral turpitude within the past 10 years. I am also aware that I shall not be issued a permit or my permit shall be revoked if my business location causes traffic congestion or interferes with schools, churches, or other places of public gathering, or otherwise interferes with public health, safety and morals.

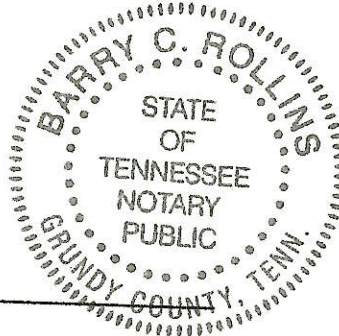
Delma Reed

Signature of Applicant/Owner (or Authorized Corporate Officer)

Sworn to and subscribed before me this 10th day of July, 2025, ~~19~~.

Barry C. Rollins

Notary Public



My Commission Expires: 1/30/2028

NOTICE: A non-refundable \$250 fee must accompany this application. If the application is approved you are required to provide documentation of sales tax registration to the city within ten days of approval. Any applicant making false statement in this application shall forfeit his permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.



Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

06/30/2025

DEBRA REED
39 ERWIN COURT
NASHVILLE TN 37205

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

DEBRA POWELL REED
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
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POWELL REED, DEBRA
POWELL REED, DEBRA

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216

LEASE AGREEMENT

This Lease Agreement (the "Lease") is effective as of July 1, 2025, and is by and between:

EJZ Sewanee Investments, LLC

(the "Landlord")

OF THE FIRST PART

- AND -

Paco's Tacos LLC

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing the Property (as defined below) to the Tenant, the Tenant leasing the Property from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration are hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the commercial property, municipally described as 202 East Main Street, Monteagle, TN 37356 (the "Property"), for use as an eating establishment (the "Permitted Business") only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind or purpose other than the Permitted Business.
2. Except for service animals, no pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord.
3. Subject to the provisions of this Lease, the Tenant and the Tenant's agents, guests, customers, visitors, personnel, employees, representatives, tradesmen, repairmen, agents, invitees or other similar persons (collectively, the "Tenant's Guests") are entitled to the use of parking on or about the Property. Moreover, the Landlord is also entitled to the use of parking on or about the Property.
4. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free environment. The Tenant will not smoke inside the Property and will not permit any of Tenant's Guests to smoke inside the Property.

5. The Property is provided to the Tenant with the following furnishings and appliances: washer, dryer, refrigerator/freezer, dishwasher, stove/oven, microwave, two pianos, and a desk.
6. The Tenant shall shovel the walkways of the Property to prevent the excessive accumulation of snowfall.
7. In addition to the Landlord's ability to utilize parking on the Property as provided in Section 3, the Landlord will be able store personal property on the Property as long as such storage does not interfere with the Tenant's ability to conduct the Permitted Business.
8. The Tenant acknowledges that it/she has examined the leased Property and its/her acceptance of this Lease is conclusive evidence that said Property is in good and satisfactory order and repair unless otherwise specified herein. The Tenant agrees that the Landlord has made no representations as to the condition of the Property, that the Property is rented "As Is", and that the Landlord has made no agreement to redecorate, repair or improve the Property unless hereinafter set forth specifically in writing. Subject to prior, written approval by the Landlord and in accordance with Section 20, the Tenant may make improvements to the Property at Tenant's sole expense and without reduction in monthly Rent and/or other charges to which the Landlord is entitled under the terms of this Lease, such improvements to include plumbing alterations to the Property and the installation of counters to which the Landlord, as evidenced by the Landlord's execution of this Lease, is giving prior, written approval. Subject to Section 46 and at the discretion of the Landlord, the Tenant, on vacating the Property, shall remove an improvements made to Property by Tenant during the term of this Lease and shall return the Property to its original condition, reasonable use and wear and tear excepted.

Term

9. The term of the Lease commences at 12:01 AM on July 1, 2025, and ends at 11:59 PM on June 30, 2026. Any notice to terminate this tenancy must comply with applicable law.

Rent; Utilities Payments

10. Subject to the provisions of this Lease, the rent for the Property is \$1,150.00 per month (the "Rent"). The monthly Rent must be paid all at once and shall be made payable to the Landlord.
11. The Tenant will pay the Rent on or before the first day of each and every month of the term of this Lease to the Landlord by direct, automatic deposit to a bank account designated by the Landlord from time to time. In the event that the Tenant does not timely pay the Rent, Debra Reed shall personally guaranty and promptly pay to the Landlord, on behalf of the Tenant, the Rent, any applicable late charges, and any other charges or damages described herein to which the Landlord is otherwise entitled under the terms of this Lease.
12. If any monthly Rent payment is not received by the Landlord prior to midnight of the third day of each month, the Landlord shall assess a late fee of \$20.00 per day until the Rent is paid in full, and shall apply any amounts received after the third day of each month to late fees, and then to the rent.

13. In addition to the Rent, the Tenant shall pay the utilities described in Section 22 in the manner provided in that Section 22.

Security Deposit

14. On July __, 2025, the Tenant paid the Landlord a security deposit of \$1,500.00 (the "Security Deposit").
15. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease. No deduction, however, will be made for damage due to reasonable wear and tear or for any deduction prohibited by any applicable law.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any and all costs and expenses related to, but not limited to, the following, whether such following actions arise from the negligence, willful act, or other actions of Tenant or Tenant's Guests:
- a. To repair walls, due to plugs, large nails, or any unreasonable number of holes in the walls, such repairs to include, but not be limited to, the repainting of such damaged walls;
 - b. To repaint and repair the results of any other improper use or excessive damage to the Property by the Tenant or the Tenant's Guests;
 - c. To unplug toilets, sinks and drains;
 - d. To fix, repair, or replace the furnishings or appliances listed in Section 5;
 - e. To replace damaged doors, windows, screens, mirrors, or light fixtures;
 - f. To repair cuts, burns, or water damage to linoleum, rugs, countertops, and other surfaces and/or areas;
 - f. To repair or clean other tangible property within or comprising the Property due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible, including the Tenant's Guests;
 - g. To exterminate where the Tenant or the Tenant's Guests have brought or allowed insects or other pests into the Property or building;
 - h. To repair and/or replace damage when required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. To replace locks and/or lost keys to the Property and any administrative fees associated with their replacement as a result of the Tenant's misplacement of the keys; and

- j. To cover any other purpose allowed under this Lease or applicable law.

For the purpose of this Section 16, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

18. Subject to Section 3 and Section 7, the Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term for the intended Permitted Business.

Month-to-Month Lease

19. Following the expiration of the initial term of this Lease, this Lease shall continue on a month-to-month basis, subject to the terms of Section 72 of this Lease. All terms of the Lease, excluding agreed upon changes to the Rent amount, shall be the same during each month that this Lease is in effect.

Tenant Improvements

20. The Tenant will obtain prior written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations, other than the plumbing alterations described in Section 8;
 - d. changing the amount of heat or power normally used on the Property, as well as installing additional electrical wiring or heating units;
 - e. other than an hours sign and an open sign, placing, exposing, or allowing to be placed or exposed anywhere outside the Property any other placard, notice or sign for advertising or any other purpose;
 - f. affixing to or erecting upon or near the Property any radio or TV antenna or tower; or
 - g. installing or altering any burglar alarm system to the Property.

Utilities and Other Charges

21. The Landlord is responsible for the payment of property taxes related to the Property.
22. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: water/sewer, electricity, Internet, cable, telephone, natural gas, security systems and alarms (subject to the application of Section 48 with regard to fire alarms), and heating oil/propane. With regard to water/sewer and electricity/natural gas, while those utilities are in the name of the Landlord, the Landlord shall promptly and timely pay those utilities and then submit, by electronic mail, hand delivery, or mail, an invoice for those utilities to the Tenant for reimbursement. Upon receipt of a utilities reimbursement invoice from the Landlord, the Tenant shall have 7 days to pay the Landlord, either by direct deposit (to the bank account designated by the Landlord) or by check, cash, or money order, the amount of such reimbursement invoice. At the Landlord's discretion, the Landlord may require the Tenant to put the water/sewer and electricity/natural gas utilities in the Tenant's name for the Tenant's direct payment to the appropriate utility company.
23. Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased Property back into the Landlord's possession upon termination or expiration of this Lease, except for electricity/natural gas and/or water/sewage which will be transferred to the Landlord's name.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if Tenant desires such insurance coverage, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance. Moreover, to protect Tenant's electronic goods, Tenant is advised to use surge protectors in all electrical outlets.

Abandonment

25. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at his option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all

such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorneys' Fees

26. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

Governing Law

27. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. If there is a conflict between any provision of this Lease and the applicable laws of State of Tennessee, the applicable laws of the State of Tennessee will prevail; and such provisions of the Lease will be amended or deleted as necessary in order to comply with such applicable laws. Further, any provisions that are required by applicable laws are incorporated into this Lease.
29. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Amendment of Lease

30. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment, Subletting, and Attornment

31. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.
32. The Landlord, at its sole discretion, shall have the right to assign its rights and obligations under the terms of the Lease.
33. If any transfer of the Property by the Landlord should occur, the Tenant shall and hereby does attorn to any such purchaser of the Property, as the new landlord under the Lease; and

the Tenant shall be bound to such purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if such purchaser had been the original landlord under the Lease.

Damage to Property

34. If the Property, or any part of the Property, is partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's Guests, the Property will be promptly repaired by the Landlord; and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been unfit for occupancy. However, if the Property should be damaged by the Tenant's negligence, willful act, or other acts or that of the Tenant's Guests and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice. Pursuant to Section 16, Tenant may be liable to the Landlord for any such damages caused by Tenant's negligence, willful act, or other acts or that of the Tenant's Guests.

Care and Use of Property

35. The Tenant will promptly notify the Landlord of any damage to, or of any situation that may significantly interfere with the normal use of, the Property or to any property, furnishings or fixtures supplied by the Landlord.
36. The Tenant will not make (or allow to be made) any noise or nuisance, which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or neighbors.
37. The Tenant and Tenant's Guests shall not use the Property for any unlawful purpose; and the Tenant will not engage in or permit any illegal trade or activity on or about the Property. The Tenant and Tenant's Guests shall comply with all applicable federal, state, and local laws, regulations and ordinances, including laws prohibiting the use or sale of illegal drugs.
38. The Tenant will keep the Property reasonably clean. In this regard, the Tenant shall clean all countertops and bathroom fixtures; and Tenant shall clean vacuum or sweep the concrete and tile floors.
39. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
40. The Tenant shall not, and shall not permit any person on the Property to, willfully or wantonly destroy, deface, damage, impair or remove any part of the Property or its equipment and/or appliances.
41. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by the applicable laws.
42. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to

any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.

43. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
44. Other than an hours sign and an open sign, the Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord.
45. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
46. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear and tear excepted.
47. The Tenant shall make minor repairs to the Property, at the Tenant's sole costs, including, but not limited to unplugging toilets, sinks, and drains, changing light bulbs, replacing electrical outlets that no longer conduct electricity or are inoperable, and fixing door locks. The Tenant shall be solely responsible for maintaining and repairing any improvements to the Property made by the Tenant.

Fire Alarm

48. On taking possession of the Property, the Tenant shall ensure that any fire alarm in place is operational. The Landlord will be responsible for the repair and replacement of any fire alarm upon written request of the Tenant.
49. The Tenant will keep, test, and maintain in good repair any fire alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any fire alarm is stolen, removed, missing, or not operational.
50. No person may remove any batteries from, or in any way render inoperable, a fire alarm except as part of the process to inspect, maintain, repair, or replace the alarm or batteries in the alarm.

Hazardous Materials

51. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Right to Access and Inspection

52. In addition to the rights provided by law, in the event of an emergency, to make repairs or improvements or to show the Property to prospective buyers or tenants or to conduct a monthly inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, the Landlord or the Landlord's duly authorized agents may enter the Property. Except in cases of emergency, the Tenant's abandonment of the Property, court order or where it is impractical to do so, the Landlord shall give the Tenant reasonable notice before entering.

Disclaimer of Security Warranties

53. The Landlord, the Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Property, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. The Tenant hereby agrees and acknowledges that the Tenant and occupant(s) shall have the exclusive responsibility of protecting the Property, the Tenant(s), occupant(s) and the Tenant's Guests from crime, fire, and other danger. The Landlord shall not provide and shall have no duty to provide any security devices to the Tenant with the exception of those required by applicable law. The Tenant shall look solely to the public police force and other forms of public safety for protection. The Tenant agrees and acknowledges that protection against criminal action is not within the power of the Landlord, the Landlord's agents or employees, and though the Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by the Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon the Tenant's reasonable request, the Landlord shall consider permitting the Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Property, create danger, and the Tenant provides the Landlord with duplicate keys and alarm codes enabling the Landlord to access the Property.

Rules and Regulations

54. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Property.

Mediation

55. If any dispute relating to this Lease between the Landlord and the Tenant is not resolved through informal discussion within 14 days from the date a dispute arises, the parties agree to submit the issue before a mediator. The decision of the mediator will be binding on the parties. Any mediator must be a neutral party acceptable to both the Landlord and the Tenant. The cost of any mediation will be shared equally by the parties.

Address for Notice

56. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number or email address below. Tenant shall inform the Landlord of changed to the Tenant's phone number and email address below. After this tenancy has been terminated, the Tenant shall provide the Landlord with forwarding contact information.

- a. Name: Paco's Tacos LLC c/o Debra Reed
 - b. Phone: 615.335.1709
 - c. Email: dpowell@comcast.net
 - d. Other notice address: [_____]
57. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: EJZ Sewanee Investments, LLC
 - b. Address: c/o Eric Zinn, 132 East Main Street, Monteagle, TN 37356
- The contact information for the Landlord is:
- c. Phone: 931.383.0083
 - d. Email address: ejzinn@sewanee.edu

General Provisions

- 58. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease not otherwise designated as "Rent," will be deemed to be additional "Rent" and will be recovered by the Landlord as rental arrears.
- 62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 63. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with applicable laws.
- 64. The Tenant will be charged an additional amount of \$35.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

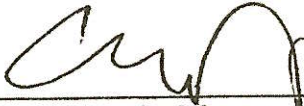
65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words importing a gender include all genders.
66. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
67. This Lease may be executed in counterparts. Facsimile signatures or signatures in a pdf format are binding and are considered to be original signatures.
68. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
69. The Tenant will indemnify and save the Landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or nonperformance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
70. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible, to the extent that such injury, death, loss or damage is due to or is the result of actions, whether intentional or negligent, of the Tenant or any person for whom the Tenant is responsible who may be on the Property.
71. The Tenant is responsible for any person or persons who are upon or occupying the Property (i.e., the Tenant's Guests) or any other part of the Landlord's Property at the request of the Tenant, either express or implied, whether for the purposes of visiting or conducting business activities with the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all the Tenant's Guests.
72. The Tenant agrees to provide the Landlord 30-days' prior notice in writing of her/its intention to vacate the Property. The Landlord agrees to provide Tenant 30-days' prior notice in writing of his intention to end Tenant's occupancy of the Property and to require Tenant to vacate the Property. Notwithstanding any provision of this Lease to the contrary, in the event that the Tenant fails to abide by or comply with the terms of this Lease, the Landlord shall have the right to immediately end Tenant's occupancy of the Property and

to require Tenant to vacate the Property. The Tenant acknowledges and agrees that the termination of this Lease during its term (and any subsequent month-to-month extension thereof) arising from the Tenant's failure to abide by or comply with the terms of this Lease and/or the Tenant's voluntary termination of this Lease during its initial term shall be a breach of the terms of this Lease by the Tenant and shall entitle the Landlord to damages, including, but not limited to, any and all unpaid Rent for the remaining term of this Lease.

73. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying "For Sale," "For Rent," or "Vacancy" signs on the Property and show the Property to prospective tenants. The Tenant agrees to cooperate with the Landlord in the re-letting of the Property.
74. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at 5:00 p.m. local time in the time zone in which the Property is situated.
75. At the start of the Lease, the Tenant will provide the Landlord a list of damaged or missing items on the Property.
76. If the Tenant does not timely pay any and all amounts it owes the Landlord under the terms of this Lease, including, but not limited to, Rent, late fees, utility reimbursements, or damages to the Property, Debra Reed shall personally guaranty and promptly pay such unpaid amounts to the Landlord on behalf of the Tenant.
77. Each party hereto represents and warrants to the other party hereto (a) that such initial party is duly organized and validly existing and has all the requisite power and authority to execute and deliver this Lease, to perform the obligations and covenants set forth in this Lease, and to consummate the transactions contemplated in this Lease; (b) that there are no claims, litigation, or other proceedings pending or, to the knowledge of such party, threatened against or relating to such party; (c) that this Lease has been duly executed and delivered by such party and constitutes the valid and binding agreement of such party, enforceable against such party in accordance with this Lease's terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally; and (d) that the person executing this Lease on behalf of such party has the requisite authority to do so.

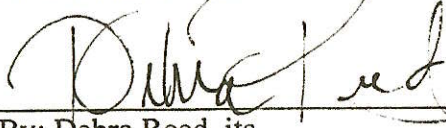
IN WITNESS WHEREOF EJZ Sewanee Investments, LLC and Paco's Tacos LLC have duly affixed their signatures on this Lease, by act and execution of their respective authorized signatories, effective as of July 1, 2025.

EJZ Sewanee Investments, LLC



By: Eric Zinn, its Manager

Paco's Tacos LLC



By: Debra Reed, its

THIS INSTRUMENT PREPARED BY:
Sovereign Title And Escrow, LLC
305 First Avenue, SE
Winchester, Tennessee 37398

OWNER AND TAX RESPONSIBILITY:

EJZ Sevanee Inv. LLC
3055 Monaco Parkway
Denver, CO 80207

TAX ID: 022F-B-022K-024.00

BK/PG: 518/428-431

19003340

4 PGS:AL-WARRANTY DEED	
DAVID BATCH: 73704	08/30/2019 - 08:17 AM
VALUE	63000.00
MORTGAGE TAX	0.00
TRANSFER TAX	233.10
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	256.10

STATE OF TENNESSEE, MARION COUNTY
DEBBIE PITTMAN
REGISTER OF DEEDS

WARRANTY DEED

FOR A FULL AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, ASSOCIATED PROPERTIES, LP, a Texas limited partnership, as to its two thirds interest, AND RWS FAMILY PROPERTIES, LLC, a Texas limited liability company, as to its one third interest, hereinafter referred to as Grantors, have this day bargained and sold and do hereby transfer and convey unto EJZ SEWANEE INVESTMENTS, LLC, a Colorado limited liability company, hereinafter referred to as Grantee, its successors and assigns, the following described real estate situate and lying in the 5th Civil District of Marion County, Tennessee, and being more particularly described as follows, to-wit:

Lot Nos. One (1) through Eight (8) in Block A, being a part of the Shoemate Addition to Monteagle, Tennessee as shown by the plat recorded in Plat Book No 2, Pages 22-23 in the Register's Office of Marion County, Tennessee; said property being bounded on the North by U.S. Highway No. 41 and No. 64; on the East by a 33 foot dedicated street; on the West by Harvey Thomas property; said property fronts 100 feet on U. S. Highway 41 and No. 64 and runs back 150 feet between parallel lines to the rear property line.

LEGAL DESCRIPTION TAKEN FROM PRIOR DEED WITHOUT BENEFIT OF NEW SURVEY.

Being the same property conveyed to Associated Properties, LP and RWS Family Properties, LLC by deeds of record in Deed Book 508, Page 755, and Deed Book 484, Page 492, Register's Office of Marion County, Tennessee.

This conveyance is made subject to the following:

Setbacks, easements and all other matters as shown or set out on plat recorded in Plat Book 2, pages 22 & 23, Register's Office of Marion County, Tennessee.

Any and all, recorded and unrecorded, zoning regulations, building restrictions and setback lines, easements and rights-of-way for public utilities and otherwise.

TO HAVE AND TO HOLD said real estate unto the said GRANTEE, its successors and assigns forever.

WE covenant with the said GRANTEE, that we are lawfully seized and possessed of said real estate, that we have a good title thereto and a perfect right to convey the same, and that the same is free and unencumbered.

And we further covenant and bind ourselves, our heirs, assigns, and representatives to forever warrant and defend the title to said real estate unto the said GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on this _____ day of August, 2019.

ASSOCIATED PROPERTIES, LP

BY: ASSOCIATED PROPERTIES-GP,
LLC, GENERAL PARTNER

BY: _____
JOHN D. HARVISON, MANAGER

RWS FAMILY PROPERTIES, LLC

BY: [Signature]
RONALD ST. CLAIR, MANAGER

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, John D. Harvison, whose name as Manager of Associated Properties-GP, LLC in its capacity as General Partner of Associated Properties, LP, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Witness my hand on this _____ day of August, 2019.

NOTARY PUBLIC

My Commission Expires:

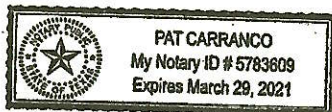
STATE OF Texas
COUNTY OF Williamson

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Ronald St. Clair, Manager, whose name as Manager of RWS Family Properties, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Witness my hand on this 27th day of August, 2019.

[Signature]
NOTARY PUBLIC

My Commission Expires:





Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



David B. Rausch
Director

06/30/2025

DEBRA REED
39 ERWIN COURT
NASHVILLE TN 37205

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE INDIVIDUALS
have been searched.

DEBRA POWELL REED
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
POWELL REED, DEBRA
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POWELL REED, DEBRA
POWELL REED, DEBRA

Background Check
Give to City
of Monticello
for Beer Permit:
The Depot Cafe

ies submitted

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216

NOTICE

The Town of Monteagle will have a beer board meeting at 4:45 pm on July 28, 2025 before the regular council meeting in the conference room at City Hall. The meeting will be for a beer permit for Paco's Taco's.