

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE  
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY

RECEIVED

MAY 26 2015

Davidson County Chancery Court

STATE OF TENNESSEE, )  
*ex rel.* JULIE MIX MCPEAK, solely )  
in her official capacity as )  
Commissioner of )  
Commerce & Insurance, )

Plaintiff, )

v. )

GALILEE MEMORIAL GARDENS, )  
JM&M SERVICES, INC., )  
LAMBERT MEMORIAL CO., aka )  
LAMBERT MEMORIALS, INC. )  
LAMBERT & SONS, INC. )  
JEMAR LAMBERT, )  
MARJE LAMBERT, )  
and MARY H. LAMBERT, and ALL )  
PERSONS ACTING IN CONCERT )  
WITH THEM, )

Defendants. )

N.F.  
No. 14-102-II

FILED  
2015 MAY 27 PM 2:54  
CLERK & MASTER  
DAVIDSON CO. CHANCERY CT.

**AGREED ORDER PERMITTING RECEIVER TO ACCEPT DEED OF ADJOINING  
PROPERTY FOR THE CEMETERY AND FOR CEMETERY PURPOSES**

As evidenced by the signatures of their undersigned counsel, subject to the approval of this Court, Julie Mix McPeak, Commissioner of the Tennessee Department of Commerce and Insurance, in her capacity as Receiver for Galilee Memorial Gardens, et al. ("Receiver") and the Defendants, agree to the following recitals and Order:

I. The Receiver seeks permission to accept a Special Warranty Deed from the Trustees of the N.I.M. Charitable Remainder Unitrust Agreement of Robert F. and Martha H.

Fogelman dated September 14, 1996, in the form attached hereto as Exhibit A on behalf of the Galilee Memorial Gardens Cemetery (the "Cemetery"), for cemetery purposes.

2. In accordance with the powers of the Receiver, conferred under Tenn. Code Ann. § 46-1-312 and the prior orders of this Court, the Receiver has sought the agreement of the adjoining property owners of Galilee Memorial Gardens to obtain undisputed title and possession of the described additional land on behalf of Galilee Memorial Gardens that may contain human remains or burial sites for cemetery purposes and to assist in the reform of the Cemetery. If the Commissioner in her capacity as Receiver accepts the Special Warranty Deed as proposed for a nominal consideration of ten dollars, these beneficial terms cause the Cemetery to be in possession of any burial sites that may be found in the additional property, and in the opinion of the Receiver acceptance of the Special Warranty Deed will promote the best interest of the public. Acceptance of the Special Warranty Deed will allow the Cemetery grounds under the Receiver's control to include this additional parcel. The individual Defendants, Jemar Lambert, Marje Lambert and Mary Lambert, as shareholders of the entities in Receivership, consent to the proposed transaction, as it would facilitate the reformation of Galilee Memorial Gardens and is in the best interests of Galilee Memorial Gardens and the public as a whole.

WHEREFORE, based on these recitals the Court finds good cause for the requested relief and ORDERS as follows:

1. That the Receiver may accept and shall have recorded the Special Warranty Deed attached as Exhibit A hereto and incorporated by this reference, for cemetery purposes and possess the same for and as Galilee Memorial Gardens. The Receiver upon accepting the Special Warranty Deed may conduct all activities, and perform any duties and seek any further

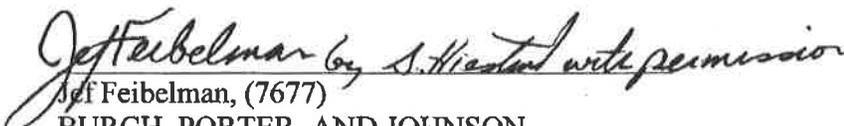
permissions as required consistent with such possession and ownership and maintenance of such property as a burial ground for cemetery purposes.

It is so **ORDERED**.

  
HON. CAROL L. McCOY  
CHANCELLOR, PART II

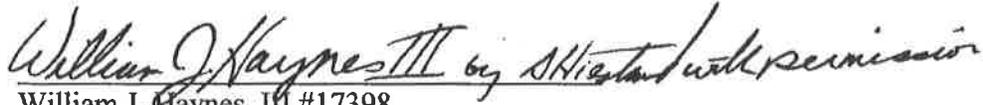
**APPROVED AND SUBMITTED FOR ENTRY:**

  
SARAH ANN HIESTAND (14217)  
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*Counsel for the Receiver*

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*Counsel for Defendants*

FILED

2015 MAY 26 AM 10: 10

CLERK & MASTER  
DAVIDSON CO. CHANCERY CT.

D.C. & M.

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Boyd L. Rhodes, Jr., Esq.  
1715 Aaron Brenner Drive, Suite 800  
Memphis, TN 38120-4367

**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made and entered into as of the \_\_\_\_ day of May, 2015, by and between Robert F. Fogelman and Martha H. Fogelman, Trustees of the N.I.M. Charitable Remainder Unitrust Agreement of Robert F. and Martha H. Fogelman under Trust Agreement dated September 14, 1996, party of the first part, and Julie Mix McPeak, Commissioner of Commerce & Insurance in her capacity as receiver for Galilee Memorial Gardens Cemetery in Cause No. 14-102-II of the Chancery Court of Davidson County, Tennessee 20<sup>th</sup> Judicial District at Nashville, Part II, party of the second part.

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby grant, bargain, sell, convey, and warrant unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee, to wit:

**Property described on attached Exhibit "A" and cross-hatched as shown on attached Exhibit "B".**

The aforesaid property contains or may contain grave sites or crypts containing human remains.

The aforesaid property is conveyed and accepted subject to the Restrictive Covenant on attached Exhibit "C".

**TO HAVE AND TO HOLD** the aforesaid real estate, together with all the appurtenances and hereditaments thereunto appertaining unto the said party of the second part, its successors, and assigns in fee simple forever.

The said parties of the first part do hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except as aforesaid, and that the title and quiet possession thereto they will warrant and defend against the lawful claims of all persons claiming by, through, or under parties of the first part, but not further or otherwise.

[Signature Page on Following Page]

1



WITNESS the signature of the parties of the first part as of the day and year first above written.

Robert F. Fogelman, Trustee of the N.I.M. Charitable  
Remainder Unitrust Agreement of Robert F. and Martha  
H. Fogelman under Trust Agreement dated September  
14, 1996

Martha H. Fogelman, Trustee of the N.I.M. Charitable  
Remainder Unitrust Agreement of Robert F. and Martha  
H. Fogelman under Trust Agreement dated September  
14, 1996

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert F. Fogelman, Trustee of the N.I.M. Charitable Remainder Unitrust Agreement of Robert F. and Martha H. Fogelman under Trust Agreement dated September 14, 1996, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal at office on this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Martha H. Fogelman, Trustee of the N.I.M. Charitable Remainder Unitrust Agreement of Robert F. and Martha H. Fogelman under Trust Agreement dated September 14, 1996, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal at office on this \_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**PROPERTY ADDRESS:**

Galilee Cemetery  
Ellis Road  
Memphis, TN  
Tax Parcel No. B0158 00498

**MAIL TAX BILLS TO:**

(Person or Agency responsible for payment of taxes)

Julie Mix McPeak, Commission of  
Commerce & Insurance in her capacity  
as receiver for Galilee Memorial Gardens  
Cemetery

\_\_\_\_\_

State Tax	\$	
Register's Fee	\$	3.00
Recording fee	\$	<u>25.00</u>
<b>Total</b>	\$	

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this  
\_\_\_\_\_ day of May, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

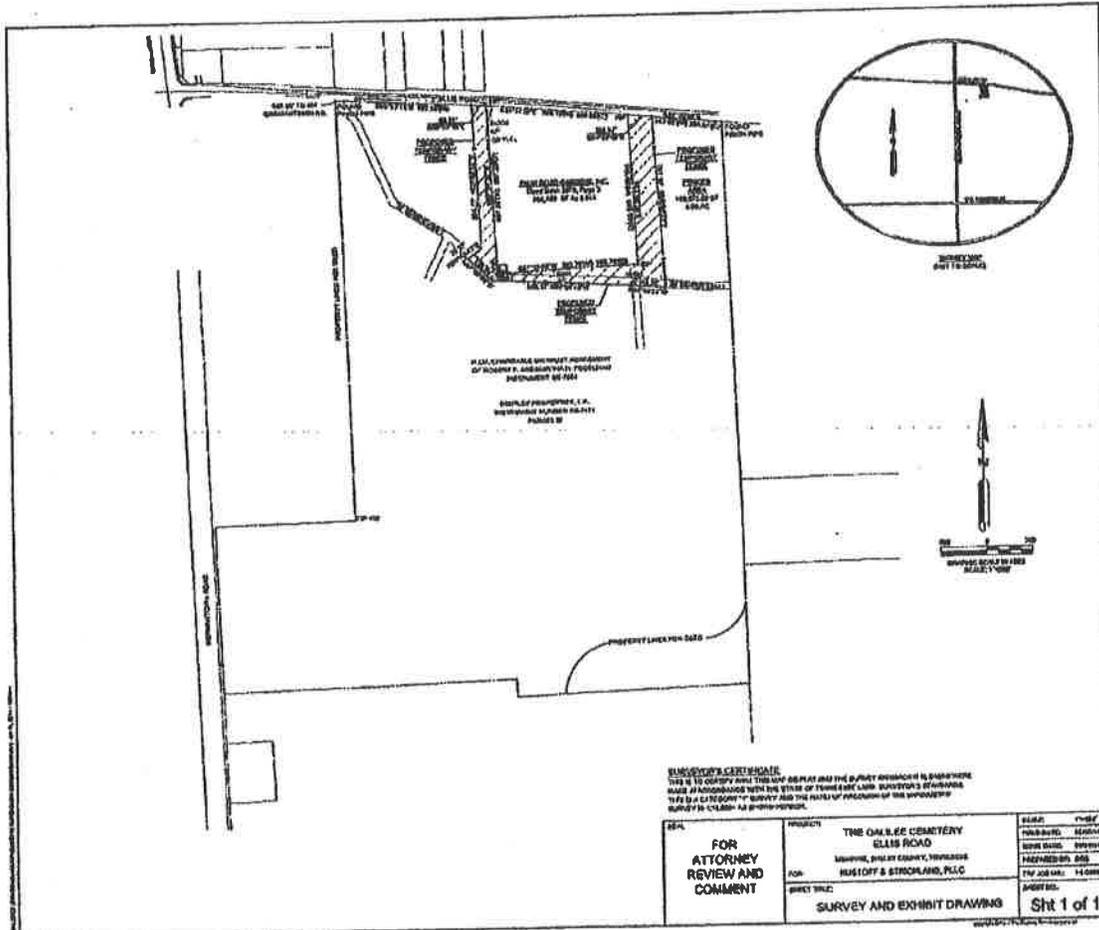
**PROPERTY DESCRIPTION**

LOCATED IN SHELBY COUNTY, TENNESSEE:

BEING PART OF THE N.I.M CHARITABLE UNITRUST AGREEMENT OF ROBERT F. AND MARTHA H. FOGELMAN PROPERTY AS RECORDED IN INSTRUMENT NUMBER GE-7554 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF ELLIS ROAD (50' RIGHT OF WAY), SAID POINT BEING 1256.79 FEET EAST OF THE CENTERLINE OF GERMANTOWN ROAD; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID ELLIS ROAD, S86°53'15"E A DISTANCE OF 60.35 FEET TO A FOUND IRON PIN, SAID IRON PIN BEING THE NORTHWEST CORNER OF THE ELLIS ROAD GARDENS, INC. PROPERTY AS RECORDED IN BOOK 5879, PAGE 3 AT SAID REGISTER'S OFFICE; THENCE LEAVING SAID SOUTH LINE, AND ALONG THE WEST LINE OF SAID ELLIS ROAD GARDENS INC. PROPERTY S03°03'52"E A MEASURED DISTANCE OF 697.05 FEET (CALL 697.23 FEET) TO A FOUND IRON PIN, SAID IRON PIN BEING THE SOUTHWEST CORNER OF SAID ELLIS ROAD GARDENS INC. PROPERTY; THENCE N87°13'26"E A CALL AND MEASURED DISTANCE OF 593.70 FEET TO A FOUND IRON PIN, SAID IRON PIN BEING THE SOUTHEAST CORNER OF SAID ELLIS ROAD GARDENS INC. PROPERTY; THENCE N03°06'35"W A CALL AND MEASURED DISTANCE OF 615.55 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SAID ELLIS ROAD, ALSO BEING THE NORTHEAST CORNER OF SAID ELLIS ROAD GARDENS INC. PROPERTY; THENCE ALONG SAID SOUTH LINE S84°30'40"E A DISTANCE OF 102.57 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, AND ACROSS SAID N.I.M CHARITABLE UNITRUST AGREEMENT OF ROBERT F. AND MARTHA H. FOGELMAN PROPERTY THE FOLLOWING COURSES AND DISTANCES: S03°50'23"E A DISTANCE OF 707.96 FEET TO A POINT IN THE SOUTH LINE OF A 30 FOOT SEWER EASEMENT; THENCE ALONG SAID SOUTH LINE N84°44'28"W A DISTANCE OF 143.75 FEET TO A POINT; THENCE N87°02'48"W A DISTANCE OF 588.17 FEET TO A POINT; THENCE N47°02'06"W A DISTANCE OF 138.99 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE N54°43'43"E A DISTANCE OF 70.27 FEET TO A POINT; THENCE N03°03'52"W A DISTANCE OF 594.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 156,674 SQUARE FEET OR 3.597 ACRES.

**EXHIBIT "B"**



**EXHIBIT "C"**

The aforesaid property is subject to the following restrictive covenant which shall be a covenant running with the land for the benefit of party of the first part and the remainder of the adjacent real estate conveyed to party of the first part by deed recorded as Instrument #EB 7171 in the Register's Office of Shelby County, Tennessee:

Party of the second part, its successors and assigns shall not commence any construction or development activities on the property which require a building permit or site plan approval except upon first obtaining any required subdivision or other governmental approvals.