




1 inch = 417 feet

**5420 EBENEZER CHURCH RD  
CONTIGUOUS PETITION ANNEXATION  
PROPOSED EFFECTIVE 10/1/21**



-  Proposed City Limits
-  Existing City Limits
-  ETJ

1 inch = 1,500 feet



ANNEXATION ORDINANCE# \_\_\_\_\_

ORDINANCE ADOPTION DATE \_\_\_\_\_

APPROVED EFFECTIVE DATE \_\_\_\_\_

Subdivision or Building Permit Transaction Reference Number \_\_\_\_\_

Council District   E  

Annexation Case File# AX-19-2021

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE ON IT AS TO METES AND BOUNDS OF INDIVIDUAL PROPERTIES MAY BE MADE.

This exhibit meets all statutory requirements for recording. \_\_\_\_\_

Planning Director / Wake County Review Officer

Date

# Petition for Annexation into the Raleigh City Limits



**RALEIGH**  
DEPARTMENT OF  
CITY PLANNING



Department of City Planning | 1 Exchange Plaza, Suite 300 | Raleigh, NC 27601 | 919-996-2682

## Section A Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input checked="" type="checkbox"/>	<u>Written</u> metes and bounds description of the property to be annexed must be attached to this application. See page 2.	
<input checked="" type="checkbox"/>	<u>Electronic Word document of the written metes and bounds</u> must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a>	
<input checked="" type="checkbox"/>	Survey or Plat showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible.	
<input checked="" type="checkbox"/>	City or County Property Map with parcels included in the annexation request clearly marked. An excerpt of a property map is acceptable, but the map number must appear on the excerpt. This map must show the <b>existing and proposed city limits</b> .	
<input type="checkbox"/> N/A	Copy of Approved Preliminary Site Plan or Final Site Plan showing City Building Permit Transaction Number or Group Housing Number (GH-_____-13, etc.) or	Copy of Subdivision Plat submitted for lot recording approval with City file number (S-_____-13, etc.)
<input checked="" type="checkbox"/>	Projected Market Value of Development at build-out (land and improvements).	
<input checked="" type="checkbox"/> A	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input checked="" type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested <b>submitted by the deadlines</b> noted in section B of this application, page 2.	
Required, but often missing information. Please make sure to include the following:		
<input checked="" type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Wake County Geographic Information Services at 919-856-6360, if there is any question about the parcel identifier. <b>This is very important.</b> Please indicate if the property being requested for annexation is only a portion of an existing parcel.	
<input checked="" type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature MUST be filled in!</u>	
<input type="checkbox"/> N/A	Corporate Seal for property owned by a corporation.	
<input type="checkbox"/> N/A	<u>Rezoning Application</u> , if the property is currently outside <u>Raleigh's Extraterritorial Jurisdiction</u> .	
Optional, but necessary if petitioner desires to have development project waived from paying outside sewer connection charges prior to annexation effective date.		
<input type="checkbox"/>	Standard Payment Contract should be <u>dated, signed and notarized</u> and submitted with this application (see Section E).	

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BY: ARK

Section B Submittal Deadlines				
<p>Petitions for annexation are accepted by Planning &amp; Development at any time. There are no fees required for submittal of an annexation petition. The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.</p>				
<p>(The City reserves the right to make exceptions to this general processing schedule when necessary.)</p>				
Section C Summary Information / Metes and Bounds Descriptions				
<p><b>Development Project Name</b> Pilgrim OPC</p>				
<p><b>Street Address</b> 5420 Ebenezer Church Road</p>				
<p><b>City of Raleigh Subdivision approval #</b> (S-_____ ) or</p>		<p><b>Building Permit Transaction #</b> _____ or</p>		<p><b>Group Housing #</b> (GH-_____ - _____ - _____)</p>
<p><b>Wake County Property Identification Number(s) list below</b></p>				
<p><b>P.I.N.</b> 0786148121</p>		<p><b>P.I.N.</b></p>		<p><b>P.I.N.</b></p>
<p><b>P.I.N.</b></p>		<p><b>P.I.N.</b></p>		<p><b>P.I.N.</b></p>
<p><b>Acreage of Annexation Site</b> 5.339 acres</p>			<p><b>Linear Feet of Public Streets within Annexation Boundaries</b> 0</p>	
<p>Annexation site is requesting connection to City of Raleigh Water <input checked="" type="checkbox"/> and/or Sewer <input type="checkbox"/></p>				
<p><b>Number of proposed dwelling units</b> 0</p>				
<p><b>Type of Units:</b></p>	<p>Single Family _____</p>	<p>Townhouse _____</p>	<p>Condo _____</p>	<p>Apartment _____</p>
<p><b>Building Square Footage of Non-Residential Space</b> 7783</p>				
<p><b>Specific proposed use (office, retail, warehouse, school, etc.)</b> church</p>				
<p><b>Projected market value at build-out (land and improvements) \$</b> 1,064,130</p>				
<p><b>Person to contact if there are questions about the petition</b> Andrew Mericle, PE</p>				
<p><b>Name</b> Andrew Mericle</p>				
<p><b>Address</b> 5136 Beckwyck Drive, Fuquay Varina, NC 27526</p>				
<p><b>Phone</b> 804-240-1911</p>		<p><b>Fax #</b></p>		<p><b>Email</b> americle@vt.edu</p>
<p><b>Written metes and bounds description of property to be annexed:</b> Attach additional sheets if necessary.</p>				
<p>An electronic copy in word format must be e-mailed to: <a href="mailto:JP.Mansolf@raleighnc.gov">JP.Mansolf@raleighnc.gov</a></p>				
<p><small>BEGINNING AT A CONCRETE MONUMENT IN THE RIGHT OF WAY OF EBENEZER CHURCH ROAD (SR-1649); THENCE N 84°06'32" E A DISTANCE OF 191.42'; THENCE S 10°59'14" E A DISTANCE OF 133.50'; THENCE S 22°15'01" E A DISTANCE OF 182.62'; THENCE S 04°43'59" E A DISTANCE OF 179.69'; THENCE S 23°59'53" E A DISTANCE OF 130.72'; THENCE S 28°54'18" E A DISTANCE OF 58.05'; THENCE S 08°52'25" W A DISTANCE OF 101.72'; THENCE S 39°44'12" W A DISTANCE OF 70.69'; THENCE S 68°58'17" W A DISTANCE OF 126.23'; THENCE S 82°50'36" W A DISTANCE OF 178.39'; THENCE N 01°34'01" E A DISTANCE OF 112.88'; THENCE N 01°43'17" E A DISTANCE OF 149.38'; THENCE N 81°52'16" W A DISTANCE OF 16.46'; THENCE N 01°35'50" E A DISTANCE OF 101.13'; THENCE N 00°39'38" E A DISTANCE OF 81.12';</small></p>				

SEE ATTACHED

RECEIVED

JUL 28 2021

BY: ALK

### Section D Annexation Petition

**State of North Carolina, County of Wake, Petition of Annexation of Property to the City of Raleigh, North Carolina**

**Part 1** The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Raleigh, North Carolina. The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Subdivision Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:



**Contiguous** to the present corporate limits of the City of Raleigh, North Carolina, or



**Not Contiguous** to the municipal limits of the City of Raleigh, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the City of Raleigh, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

**Part 2** NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? ☐ Yes ☒ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the owners of the property described in Section C.

**Owner's Signature(s)**

Signature Larry Fathgale, Jr. Date 7/18/21

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Corporate Seal**

**Print owner name(s) and information**

Name LARRY FATHGALE, JR. Phone 919, 719, 2000

Address 4201 HEATHGATE LN, RALEIGH, NC 27613

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

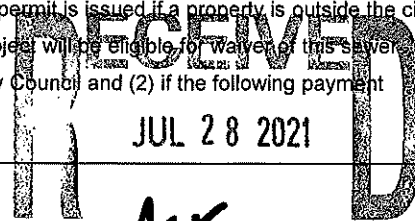
Above signature(s) attested by ANDREW MERICLE, 5136 BECKWYCK DRIVE, FURQUAYVAZINA, NC 27506

Received by the City Council of Raleigh, North Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at a Council meeting duly held.

Signature of City Clerk and Treasurer \_\_\_\_\_

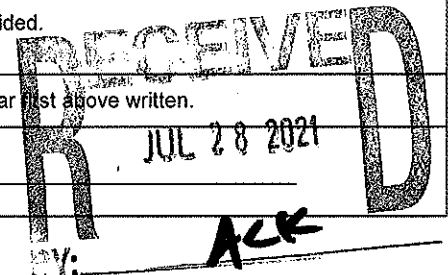
### Section E Standard Payment Contract

If petitioner desires to be considered for waiver of outside sewer connection fees required by Raleigh City Code Section 10-6081(c), which is generally a \$200 fee per dwelling, business, or industrial unit charged at the time sewer connection permit is issued if a property is outside the city limits, petitioner should submit the standard payment contract (see **Agreement**, pages 4-5). The project will be eligible for waiver of this sewer connection fee: (1) if corresponding petition is administratively recommended to be approved by City Council and (2) if the following payment contract has been submitted to the City with appropriate signatures.



BY: Ack REVISION 2.13.20

State of North Carolina	County of Wake	Agreement
<p>This Agreement ("the Agreement") is made this the _____ day of _____, year of _____ by and between the City of Raleigh, North Carolina, ( the "City") and _____, (the "Owner");</p>		
<p><b>WITNESSETH</b></p>		
<p><b>WHEREAS</b>, The Owner has petitioned the City to be annexed into the corporate City limits, City File No. _____;</p> <p><b>WHEREAS</b>, The Owner has initiated a development project at _____,</p> <p>City file _____, and said development contains sewer connections with the utility system of the City; and</p> <p><b>WHEREAS</b>, The parties hereto intend that during the pendency of the annexation petition, and after the petition has been recommended by staff to be approved by the City Council, the Owner should pay the City the same utility connection charges paid for developments located inside the corporate limits of the City, and further, if the City Council rejects the petition, then within thirty days following said rejection, the Owner shall pay additional moneys so that the total payment by Owner to the City is the same utility connection charges paid for developments located outside the City limits as set forth in Raleigh City Code Section 10-6081(c).</p> <p><b>NOW THEREFORE</b>, in consideration for the mutual promises contained herein and other valuable consideration, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:</p> <ol style="list-style-type: none"> <li>1. Owner will be allowed to commence development without paying the City outside sewer connection charges.</li> <li>2. That in the event that the annexation petition made by Owner is rejected by the City, Owner shall pay to the City all sewer connection fees required of developments located outside the City limits, as set forth in Raleigh City Code Section 10-6081 (c). Full payment shall be made within thirty days following the action of the City to deny the annexation petition.</li> <li>3. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the City in any cause of action for collection shall be entitled to interest at ten percent per annum plus reimbursement for all collection costs, including reasonable attorney fees.</li> <li>4. That in the event Owner shall fail to make full payment to the City as required in paragraph two, the Owner agrees to allow the City to retain, as liquidated damages, any and all reimbursements owed to Owner by the City.</li> <li>5. All rights granted herein in favor of the City are cumulative and supplemental to any other powers the City may have, and the rights established herein in favor of the City shall not in any way diminish or restrict the City from exercising its police powers.</li> <li>6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.</li> <li>7. This Agreement may only be amended in writing signed by the parties hereto or their respective successors.</li> <li>8. This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of North Carolina.</li> <li>9. The parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, gender, age, handicap, or sexual orientation with reference to the subject matter of this Agreement, no matter how remote. The parties further agree in all respects to conform to the provisions and intent of the City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this Agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided.</li> </ol>		
<p>In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first above written.</p>		
<p>Owner By <u><i>George Fortner, Jr.</i></u> Attest _____</p>		



<b>The City</b> By _____ Ruffin L. Hall, City Manager	Attest _____ Gail G. Smith, City Clerk
---	---

<b>North Carolina</b>	<b>Wake</b>
-----------------------	-------------

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and Ruffin L. Hall is the City Manager of the City of Raleigh, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation, that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Notary Public	Seal
Witness my hand and official seal this the _____ day  of _____ in the year _____.  Notary Public _____  My commission expires _____	

Add appropriate notarized acknowledgement for owner such as individual owners, corporation owners, partnership owners, or limited liability corporation (LLC) owners.
---

**Bylaws of  
Pilgrim Presbyterian Church  
(A Congregation of the Orthodox Presbyterian Church)  
and  
Pilgrim Presbyterian Church**

**Adopted January 27, 2012**

**Article I - Names of the Church and Corporation**

The name of the church shall be **Pilgrim Presbyterian Church (A Congregation of the Orthodox Presbyterian Church)** (the "Church"). The name of the corporation organized to own the real and personal property of the Church shall be **Pilgrim Presbyterian Church** (the "Corporation") and shall be organized under and by virtue of the laws of the State of North Carolina as a nonprofit corporation for religious and charitable purposes in accordance with the North Carolina Nonprofit Corporation Act. These bylaws, and the Articles of Incorporation of the Corporation (the "Articles"), shall govern both the Church and the Corporation. The Church and the Corporation are one legal entity for purposes of these bylaws, and therefore, unless the context clearly indicates otherwise, a reference to the "Church" in these bylaws shall be deemed a reference to both the Church and the Corporation.

**Article II - Doctrinal and Governmental Standards of the Church and Corporation**

The doctrinal and governmental standards of the Church shall be those of the Holy Scriptures as summarized in the *Confession of Faith and Catechisms of the Orthodox Presbyterian Church*; together with *The Book of Church Order of the Orthodox Presbyterian Church*, as amended from time to time, (hereinafter "BCO"), the Articles, and these bylaws. Furthermore, the North Carolina Nonprofit Corporation Act shall govern the Corporation for purposes of its temporal interactions with other persons and legal entities.

**Article III - Membership in the Church and Corporation**

Membership in the Church shall constitute automatic membership in the Corporation, provided no member of the Church shall be entitled to exercise any rights as a member of the Corporation under these bylaws or the North Carolina Nonprofit Corporation Act unless such member is a communicant member in good standing in the Church, as set forth in the BCO. All aspects of Church administration and membership in the Church, including admission to membership, resignation and transfer of membership, and suspension or expulsion of members, shall be controlled by the BCO. In accordance with and to the extent set forth in the BCO, members may have different offices, qualifications, rights, and obligations.

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## **Article IV - The Board of Elders and Board of Deacons**

### **1. Membership, Duties, and Tenure**

The board of elders, or Session, shall consist of all those holding the offices of teaching elder and ruling elder in the Church as provided by the BCO, and shall be responsible for all the duties prescribed for the Session in the BCO and these bylaws. The board of deacons, or Diaconate, shall consist of all those holding the office of deacon in the Church as provided by the BCO, and shall be responsible for all the duties prescribed for the Diaconate in the BCO and these bylaws. Ruling elders and deacons shall hold office for as long as they are members in good standing of the Church, except in the cases of divestiture from office or the demitting of office as provided by the BCO.

### **2. Election**

The election of any person to the position of elder or deacon shall require an affirmative vote for the election of such person of a simple majority of fifty percent (50%) plus one (1) of the members of the Church present and voting at a duly called meeting where a quorum is present. Elections shall be by secret ballot, and ballots shall provide for a simple "yes" or "no" vote on each motion to elect a candidate for office. Blank ballots shall not be counted as votes, and no proxies or votes prepared at a time other than the time designated for voting shall be accepted or counted as votes. Cumulative voting is not permitted, and each member eligible to vote under these bylaws shall be entitled to cast one vote. The nomination of candidates for the position of elder or deacon, and the ordination and installation of persons elected as elders and deacons, shall be conducted in the manner prescribed by the BCO.

### **3. General Powers**

Authority for the management of the affairs of the Church and the Corporation, both temporal and spiritual, shall belong to the Session. The Church or the Corporation may take no action without the approval of the Session, unless such action would be permitted without approval by the Session under the BCO.

For purposes of the management of the temporal affairs of the Church and the Corporation, the Session shall constitute the Board of Directors of the Corporation for all purposes under the North Carolina Nonprofit Act, and shall further constitute the board of trustees as set forth in the BCO. Election to the Session shall constitute election to the board of directors, and directors shall hold office for as long as they are members of the Session. The Session shall be responsible for the execution of all legal instruments for the Church and the Corporation, and may delegate the authority for such execution for any or all such legal instruments to any person, and may revoke such authority, all by affirmative vote at a meeting of the Session as set forth above. The Session shall also act as the custodian of the legal documents and corporate seal of the Church and Corporation.

For purposes of the exercise of legal authority under North Carolina law by the Corporation, the Session shall have the authority to cause the Corporation to take any action authorized by the North Carolina Nonprofit Corporations Act, except that the Session shall not elect, or cause the Corporation to elect new teaching elders, ruling elders, or deacons without the affirmative consent of fifty percent (50%) plus one (1) of the members in a duly called meeting where a quorum is present, or amend the Articles or these Bylaws except as set forth herein.

All authority of the Diaconate shall be delegated to it by the Session, and all actions of the Diaconate shall be subject to sessional review.

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## **4. Quorum and Voting**

Matters pertaining to quorum and voting of the Session and the Diaconate shall be governed by the BCO. In accordance with the BCO, in an emergency, the Session may act without the presence of a minister, provided that a meeting with a minister shall be conducted as soon as is reasonably practicable, and the actions taken at the meeting without a minister shall be reviewed and approved, disapproved, or modified, provided that the approval, disapproval, or modification of such actions shall not, standing alone, affect the eligibility of a member of the Session to obtain indemnification for actions pursuant to Article VII.

Action taken by the Session without a meeting is nevertheless Session action if written consent to the action in question is signed by the entire Session, as the case may be, and filed with the minutes of the proceedings of the Session, whether done before or after the action is taken.

Any one or more members of the Session may participate in a meeting of the Session by means of a conference telephone or similar communications device that allows all members of the Session participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

## **5. Diaconal Fund**

The diaconal fund shall consist of all receipts of the church designated for diaconal ministry. The diaconal fund shall be managed by the Diaconate, under the oversight of the Session, and shall be disbursed as diaconal needs arise. The Diaconate shall choose a treasurer from among its membership. It shall be the duty of the treasurer to provide for the disbursing of all diaconal funds in accordance with the directives of the Diaconate, and to maintain true and accurate books of account thereof. The treasurer shall be responsible to present regular reports to the Session on the financial affairs of the Diaconate.

## **6. General Fund and General Fund Budget**

The general fund shall consist of all receipts of the Church not designated for diaconal ministry. The general fund shall be under the oversight of the Session, and shall be managed by the Session. It shall be the duty of the Session to present an annual budget at each annual meeting of the Church. The Session shall choose a treasurer from among the membership of the Church. It shall be the duty of the treasurer to provide for the disbursing of all funds of the Church in accordance with the directives of the Session, and to maintain true and accurate books of account thereof. The treasurer shall be responsible to present regular reports to the Session on the financial affairs of the Church.

## **7. Session Officers**

The Session shall designate officers and may regulate its affairs in accordance with the BCO, provided that at all times, the Session shall designate a Moderator. The duties of the Moderator shall be as set forth in the BCO. The Session shall appoint a Treasurer and a Secretary, who may or may not be members of the Session. The Session may also appoint such Assistant Treasurers and Assistant Secretaries as may be necessary from time to time. The duties of these offices are as follows:

(a) Treasurer. The Treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit or disburse the same under the direction of the Session; provided, that the Session may appoint a custodian or depository for any such funds or securities, and the Session

may designate those persons upon whose signature or authority such funds may be disbursed or transferred. The Treasurer shall in general perform the duties incident to the office and such other duties as may be assigned from time to time by the Moderator or the Session. The Treasurer may, but need not be, a member of the Session.

(b) Assistant Treasurers. Each Assistant Treasurer, if any, shall have such powers and perform such duties as may be assigned by the Session, and the Assistant Treasurers shall exercise the powers of the Treasurer during that officer's absence or inability to act.

(c) Clerk/Secretary. The Clerk of the Session shall also be the Secretary of the Corporation. In addition to performing the duties of a Clerk as set forth in the BCO, the Secretary shall keep accurate records of the acts and proceedings of all meetings of the Board of Directors and shall give all notices required by law and these bylaws; shall have general charge of the corporate books and records and of the corporate seal and shall affix the corporate seal to any lawfully executed instrument requiring it; shall sign such instruments as may require the signature of the Secretary, and in general shall perform all the duties incident to the office of Secretary and such other duties as may be assigned from time to time by the Moderator or the Session. The Clerk shall be selected in accordance with the BCO.

(d) Assistant Secretaries. Each Assistant Secretary, if any, shall have such powers and perform such duties as may be assigned by the Board of Directors, and the Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability to act.

## **Article V - Meetings of the Church and the Corporation**

### **1. Place of Meeting And Notice**

A meeting of the membership of the Church shall constitute a meeting of the Members of the Corporation. The meetings of the Church shall ordinarily be held at the Church's place of weekly worship, but the Session may designate any place consistent with the North Carolina Nonprofit Corporation Act as the place for any annual meeting or special meeting of the Church. A special meeting may be called by the Session or by written petition signed by ten percent (10%) of the communicant members then in good standing in accordance with the BCO.

In accordance with the BCO and the North Carolina Nonprofit Corporation Act, public notice of a meeting of the Church and Corporation shall be made at the worship services on each of the two Sundays prior to the meeting, or by circular letter, posted by first class mail or circulated by electronic mail at least ten (10) days prior to the meeting. Notice of any special meeting shall contain a statement of the business that is to be conducted at the meeting, and no business shall be conducted except that which is stated in the notice.

When giving notice of an annual, regular, or special meeting of members, the Church and Corporation shall give notice of a matter a member intends to raise at the meeting if:

(1) Requested in writing to do so by the person or persons calling the meeting; and

(2) The request is received by the secretary of the Session at least 10 days before the corporation gives notice of the meeting.

## **2. Entitlement to Vote and Quorum**

The Session shall determine, in accordance with the BCO and the North Carolina Nonprofit Corporation Act, the matters that shall be put to the members of the Church and the Corporation for approval by vote. All communicant members of the Church in good standing according to the BCO shall be entitled to vote on all such Church matters. Fifty percent (50%) of the communicant membership excluding those physically unable to attend shall constitute a quorum. Those attending college out of the area, shut-ins, and active military are examples of those excluded from the quorum. The session will establish the list of those physically unable to attend 2 weeks prior to the scheduled meeting and the clerk of session shall record those names and reasons in the minutes of the meeting.

Quorum and voting shall be determined in accordance with the BCO. Blank ballots shall not be counted as votes, and no proxies or votes prepared at a time other than the time designated for voting shall be accepted or counted as votes.

## **Article VI- Amendment**

### **1. Amendments**

The Articles of Incorporation and these bylaws, with the exception of Article III, may be amended at any meeting of the Church by a two-thirds majority of the voting members present, provided that the substance of the proposed amendment has been submitted at a previous meeting of the church, or has been submitted in writing at least four (4) Sundays prior to the meeting at which the action is to be taken.

## **Article VII – Indemnification of Session and Officers**

### **1. General Policy.**

The Church shall indemnify, to the maximum extent permitted and in the manner described by Chapter 55A of the General Statutes of North Carolina. In furtherance and not in limitation of the foregoing, the Church shall indemnify any one or more of the current or former members of the Session, officers, employees, or agents of the Church, against judgments, penalties, settlements and other liabilities incurred by them in connection with any pending, threatened or completed action, suit or proceeding, whether civil, criminal, investigative or administrative (a "proceeding") and against reasonable costs and expenses (including attorneys' fees) in connection with any proceeding, where such liabilities and litigation expenses were incurred incident to performance of their duties on behalf of the Church, and provided that such person (1) conducted himself or herself in good faith; (2) reasonably believed (i) in the case of conduct in his or her official capacity with the Church, that his or her conduct was in its best interests; and (ii) in all other cases, that his or her conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. No indemnification shall be given (1) in connection with a proceeding by or in the right of the Church in which the person was adjudged liable to the Church; or (2) in connection with any other proceeding charging improper personal benefit to the person, whether or not involving action in his or her official capacity, in which the person was adjudged liable on the basis that personal benefit was improperly received by the person.

### **2. Use of Corporate Funds.**

The Church may advance expenses in connection with any proceeding to any person entitled to be indemnified by the Church with respect to such proceeding in accordance with Chapter 55A of the General Statutes of North Carolina. The use of funds of the Church for indemnification or for the purchase and maintenance of insurance for the benefit of the persons designated in Section 1 of this Article shall be deemed a proper expense of the Church. Notwithstanding the foregoing, no expenses shall be advanced absent the prior approval of the Session, and in any case, each person to whom expenses are advanced shall execute a binding undertaking to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Church against such expenses.

## **ARTICLE VIII -- GENERAL PROVISIONS**

### **1. Seal.**

The seal of the Corporation shall bear the name of the Corporation.

### **2. Waiver of Notice.**

Any person entitled to receive a notice required to be given under the provisions of these bylaws, the Articles of Incorporation or by applicable law, may waive such notice by signing a written waiver, whether before or after the date and time stated in the notice. The waiver shall be filed with the minutes or corporate records. A person's attendance at or participation in a meeting waives any required notice to that person of the meeting unless the person at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

### **3. Checks.**

All checks, drafts or orders for the payment of money shall be signed by the officer or officers or other individuals that the Session may from time to time designate.

### **4. Loans.**

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Session. Such authority may be general or confined to specific instances.

Beginning at a concrete monument in the right of way of ebenezer church road (SR-1649)

thence N 84° 06' 32" E 191.42 feet,

thence S 10° 59' 14" E 133.50 feet,

thence S 22° 15' 01" E 192.62 feet,

thence S 04° 43' 58" E 179.69 feet,

thence S 23° 59' 53" E 130.72 feet,

thence S 28° 54' 16" E 58.05 feet,

thence S 08° 52' 25" W 1014.72 feet,

thence S 39° 44' 12" W 70.89 feet,

thence S 68° 58' 17" W 126.23 feet,

thence S 82° 50' 36" W 178.39 feet,

thence N 01° 34' 01" E 112.88 feet,

thence N 01° 43' 17" E 149.38 feet,

thence N 87° 52' 16" W 16.48 feet,

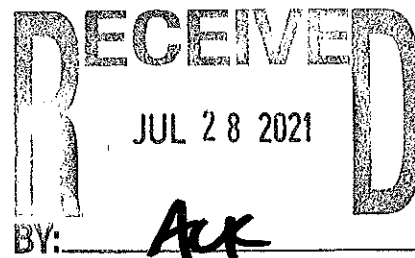
thence N 01° 35' 50" E 161.13 feet,

thence N 00° 39' 38" E 81.12 feet,

thence N 01° 49' 54" W 113.88 feet,

thence N 03° 52' 54" W 112.27 feet,

thence N 16° 14' 19" W 131.53 feet back to the Point of beginning.







RECEIVED  
JUL 28 2021  
BY: AKK





Beginning at a concrete monument in the right of way of ebenezer church road (SR-1649)

thence N 84° 06' 32" E 191.42 feet,

thence S 10° 59' 14" E 133.50 feet,

thence S 22° 15' 01" E 192.62 feet,

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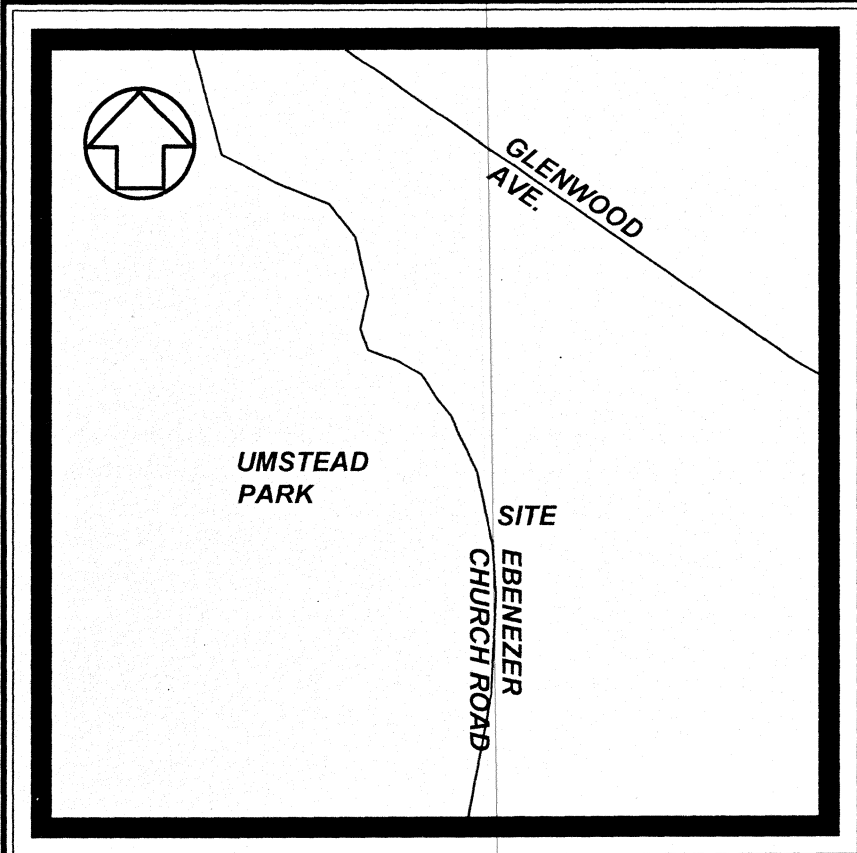
thence N 00° 39' 38" E 81.12 feet,

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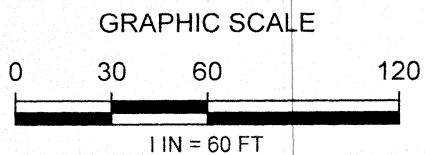
VICINITY MAP  
(NOT TO SCALE)

GENERAL NOTES:

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY SHOW ALL ENCUMBRANCES ON THE TITLE. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME. THIS PLAT SHOULD NOT BE RELIED UPON AS A COMPLETE RECORD OF ALL EASEMENTS THAT MAY EFFECT THIS PROPERTY.
2. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES THAT MAY OR MAY NOT EXIST WITHIN THE BOUNDARIES AS SHOWN HEREON.
3. NO NCGS MONUMENT OF SUITABLE ORDER FOUND WITHIN 2000 FEET OF THIS PROPERTY. SEE SURVEY CONTROL / GRID TIE NOTES FOR GRID TIE.
4. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED, GROUND INFORMATION, UNLESS SPECIFICALLY NOTED AS "GRID".
5. AREA(S) CALCULATED BY THE COORDINATE METHOD.
6. SURVEY WORK COMPLETED ON 3.30.21

LINE TABLE	
	SURVEYED PROPERTY LINE

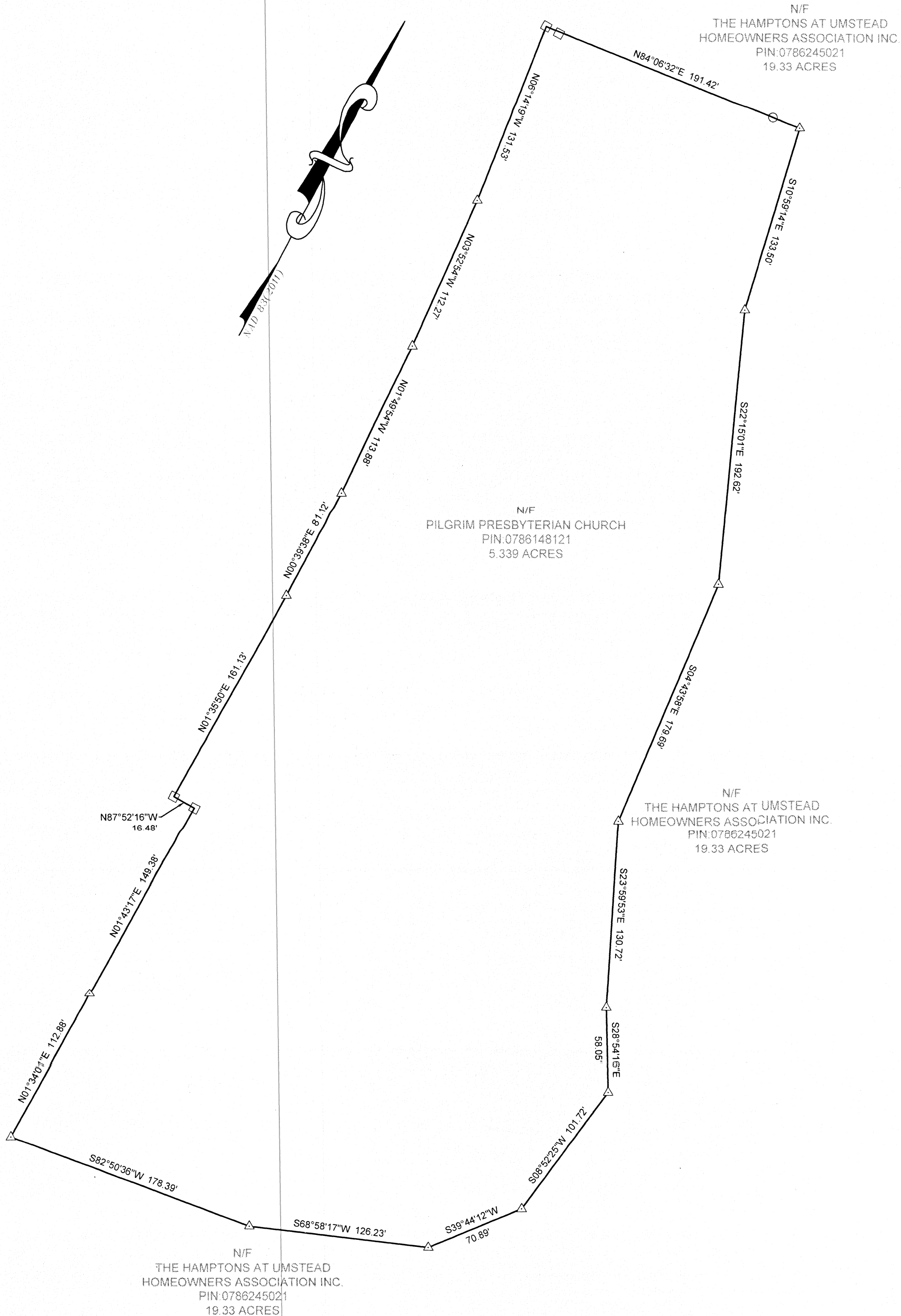
SYMBOL TABLE	
	PROPERTY CORNER/DOT MON.
	CALCULATED POINT



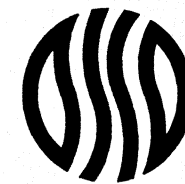
I, CALEB TROY CLAYTON Sr. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION, FROM AN ACTUAL GROUND (CONVENTIONAL) SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION AS REFERENCED HEREON); THAT SURVEYED PROPERTY LINES SHOWN HEREON ARE BASED UPON THE DEEDS AND PLATS REPORTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND ARE BASED UPON THE DEEDS AND PLATS REPORTED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 30th DAY OF JULY, 2021.

CALEB TROY CLAYTON Sr., PLS  
NO LICENSE NO.: L-5306

7/30/2021  
NORTH CAROLINA  
PROFESSIONAL  
SEAL  
L-5306  
CALEB TROY CLAYTON Sr.



Draper Aden Associates



Engineering • Surveying • Environmental Services

114 Edinburg South Drive, Suite 200  
Cary, NC 27511  
919-873-1060 Fax: 919-873-1074  
www.daa.com  
NC Firm License # F-1429

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• Fayetteville, NC  
• Richmond, VA  
• Blacksburg, VA  
• Northern Virginia  
• Charlottesville, VA  
• Virginia Beach, VA

CORPORATE LIMITS ANNEXATION PLAT  
PILGRIM PRESBYTERIAN CHURCH

5420 EBENEZER CHURCH ROAD, RALEIGH, NC 27612  
CITY OF RALEIGH - WAKE COUNTY - NORTH CAROLINA

REVISIONS

DESIGNED BY: APM  
DRAWN BY: IQH  
CHECKED BY: CTC, SR.  
SCALE: 1" = 60'  
DATE: 7/30/2021  
PROJECT NUMBER:  
2100748-05

SHEET 1