



Edenton Town Council
Special Meeting
December 22nd, 2025
5:30 p.m.

Council Chambers, 504 S. Broad Street

*Meeting will be held in the Council Chambers, 504 S. Broad Street. Remote Video Access Available via
<https://us02web.zoom.us/j/2524822155?pwd=T0NFUEJ0MXlnV3B2UFA1S0R0ajgzUT09>*

*Meeting ID: 252 482 2155 Passcode: 458434
Dial in Option: 301-715-8592 (Meeting ID & Password same)*

AGENDA

I. Special Meeting

- A. Tripartite Agreement with Southern Bank, Edenton Historical Commission, and the Town of Edenton for Oldest House Project – Corey Gooden

AGREEMENT

PREPARED BY A. TRAVIS ELLIS, ELLIS LAW, PLLC, POST OFFICE BOX 275, EDENTON,
NORTH CAROLINA 27932

STATE OF NORTH CAROLINA

COUNTY OF CHOWAN

THIS AGREEMENT, made this the ____ day of December, 2025, by and between **SOUTHERN BANK AND TRUST COMPANY**, a corporation organized by law with one of its offices located in North Carolina whose mailing address is Post Office Box 729, Mount Olive, North Carolina 28365, hereinafter referred to as "party of the first part", and **EDENTON HISTORIC COMMISSION**, a commission created by the General Assembly of North Carolina through General Statutes of 1973 and 1979 and subsequent amendments, organized and existing under the laws of the State of North Carolina with its principal office being in Edenton, North Carolina hereinafter referred to as "party of the second part" and the **TOWN OF EDENTON**, a municipal corporation, whose mailing address is P.O. Box 300, Edenton, North Carolina, hereinafter referred to as "party of the third part":

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations exchanged between the party of the first part and the

party of the second part, receipt of which is hereby acknowledged, and other good and valuable considerations exchanged between the parties, the parties agree as follows:

1. That at the time of the execution of this Agreement, the party of the first part has caused a Deed to be prepared whereby the Wozelka House which is currently owned by the party of the first party shall be conveyed to the party of the second part subject to the conditions and restrictions as set forth in the instrument of conveyance.

2. That the parties agree that at the time of the execution of the deed conveying the Wozelka House Tract to the party of second part that the party of second part shall execute a Right of First Refusal in favor of the party of the first part.

3. That the party of the third part shall assist with the approval process of the new survey of the Wozelka House Tract.

4. That the party of the second part agrees to sign or execute any and all necessary documents to facilitate the transfer of the Wozelka House Tract before December 31, 2025.

5. That the party of the second part and the party of the third part agree to work in good faith to publicize and promote the party of the first part's contribution and efforts to facilitate the relocation of the oldest house in Chowan County, as requested by the party of the first part.

6. That the parties agree to execute this Agreement prior to any announcement of the donation made by the party of the first part.

7. That the parties agree that, in addition to the exchanges sited herein between the party of the first part and the party of the second party, that the party of

the third part agrees to the following terms and conditions regarding ingress and egress to and from the party of the first part's existing parcel on the corner of Broad Street and West Queen Street, Edenton, North Carolina and West Eden Street, Edenton, North Carolina as well as additional parking for both the party of the first part and the party of the second part:

- a) That within twelve (12) months of the signed agreement, the party of the third part will provide to the party of the first part a permanent, deeded ingress and egress easement from the Southwest corner of the Bank parcel located at 101 West Queen Street to West Eden Street.
- b) That within twelve (12) months of the signed agreement, party of the third part will provide permanent access to party of the first part for a minimum of four (4) designated parking spaces convenient to the southwest corner of the party of the first part's existing parcel.
- c) That within twelve (12) months of the signed agreement, party of the third part will provide an appropriately fenced permanent area sufficient to house dumpsters required by the party of the first part that is convenient located to the Southwest corner of Bank parcel.
- d) That during the interim twelve (12) month period, or until such time as the permanent egress, parking spaces, and dumpster space are provided, the party of the first part will be allowed access to this area for egress, parking, and dumpster space. The party of the first part agrees that such access may be impacted from time to time by site construction work in this parking area.

- e) That within twelve (12) months of the signed agreement, the party of the second part shall obtain a survey delineating one (1) parking space which shall be located directly behind the Wozelka House and where the party of the first part's dumpster currently sits.
- f) That upon the preparation of the survey delineating the single parking space, the party of the first part shall execute a written easement for ingress and egress to and from the public right of way for West Queen Street to the single parking space as well as the right to utilize the designated single parking space to the party of the second part which will be recorded upon the public records of Chowan County, North Carolina.

IN WITNESS WHEREOF, the said party of the first part, the party of the second part and the party of the third part have hereunto set their hands and seals, this the day and year first above written.

[THIS SPACE LEFT INTENTIONALLY BLANK.]

Party of the First Part:

SOUTHERN BANK AND TRUST COMPANY

BY: _____(SEAL)
L. TAYLOR HARRELL, III, PRESIDENT,

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public, for _____ County, North Carolina, certify that **L. Taylor Harrell, III**, personally appeared before me this day and acknowledged that (s)he is the **President** of **Southern Bank and Trust Company**, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its **President**, for the purposes stated therein on behalf of the corporation.

Witness my hand and notarial seal or stamp, this _____ day of December, 2025.

Notary Public

My commission expires: _____

(NOTARIAL SEAL/STAMP)

Party of the Second Part:

EDENTON HISTORIC COMMISSION

BY: _____(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public, for _____ County, North Carolina, certify that _____, personally appeared before me this day and acknowledged that (s)he is the _____ (officer) of **Edenton Historic Commission**, a commission created by the General Assembly of North Carolina and that by authority duly given and as the act of the commission, the foregoing instrument was signed in its name by its _____, for the purposes stated therein on behalf of the commission.

Witness my hand and notarial seal or stamp, this _____ day of December, 2025.

Notary Public

My commission expires:_____

(NOTARIAL SEAL/STAMP)

Party of the Third Part:

TOWN OF EDENTON, a municipal corporation

BY: _____(SEAL)
W. Hackney High, Jr., Mayor

ATTEST:

Corey Gooden, Town Manager

(Affix Town of Edenton's Official Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, certify that the following persons personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purposes stated therein and in the capacities indicated:

W. Hackney High, Jr., Mayor of the Town of Edenton, a municipal corporation, and ATTESTED to by Corey Gooden, Town Manager of the Town of Edenton, a municipal corporation.

Witness my hand and notarial seal or stamp, this _____ day of December, 2025.

Notary Public

My commission expires: _____

(NOTARIAL SEAL/STAMP)