

Prepared by and return to:
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LICENSE AND ACKNOWLEDGMENT OF PERMISSIVE USE

THIS LICENSE AND ACKNOWLEDGMENT OF PERMISSIVE USE ("License") is made this ____ day of _____, 2023, by and among Linda K. Clayton, Trustee, of the Linda K. Clayton Trust dated February 4, 2022 ("Clayton"); Steven David Goldberg and spouse Lisa Korak Goldberg (together, "Goldberg"); Nelle Strozier Moseley, Trustee, or her successor(s) in trust, under the Nelle Strozier Moseley Revocable Living Trust u/a/d May 13, 1997 ("Moseley"); and Kieran J. Shanahan and wife, Christina A. Shanahan (together "Shanahan").

WITNESSETH:

WHEREAS, Clayton owns certain real property located in Wake County, North Carolina, more particularly described in that Deed recorded in Book 18909, Page 1652, Wake County Registry (having Wake County REID 139489) (the "Clayton Property");

WHEREAS, Goldberg owns certain real property located in Wake County, North Carolina, more particularly described in that Deed recorded in Book 17156, Page 2444, Wake County Registry (having Wake County REID 139497) (the "Goldberg Property");

WHEREAS, Shanahan and Moseley jointly own certain real property located in Wake County, North Carolina, more particularly described in those Deeds recorded in Book 15663, Page 2273 and Book 15776, Page 2202, Wake County Registry (having Wake County REID 82338) (the "Driveway");

WHEREAS, Shanahan owns certain real property located in Wake County, North Carolina, more particularly described in that Deed recorded in Book 9798, Page 1252, Wake County Registry (having Wake County REID 81965) (the "Shanahan Property");

WHEREAS, Askew owns certain real property located in Wake County, North Carolina, and more particularly described in that Deed recorded in Book 2128, Page 247 (having Wake County REID 81389) ("Askew's Field");

THE DRIVEWAY

WHEREAS, the Driveway connects directly to the Shanahan Property and leads to Brassfield Road;

WHEREAS, despite Clayton and Goldberg having direct access to Brassfield Road over each of their respective properties (via so-called "flagpole lots") Clayton and Goldberg have with permission used the Driveway for access to and from the Clayton Property and the Goldberg Property and Brassfield Road;

WHEREAS, Goldberg's use of the Driveway to access Brassfield Road causes Goldberg to cross the Clayton Property. Goldberg has with permission crossed the Clayton Property to use the Driveway for access to and from Goldberg's Property and Brassfield Road;

WHEREAS, Clayton's and Goldberg's use of the Driveway has not been and is not under a claim of right, and has always been done with the permission of the owners of the Driveway;

WHEREAS, Goldberg's use of the Clayton Property to access the Driveway has not been and is not under a claim of right, and has always been done with the permission of the owners of the Clayton Property;

WHEREAS, Moseley and Shanahan desire to provide record evidence that Clayton's and Goldberg's use of the Driveway has not been and is not under a claim of right, and has always been done with the permission of the owners of the Driveway;

WHEREAS, Clayton desires to provide record evidence that Goldberg's use of the Clayton Property to access the Driveway has not been and is not under a claim of right, and has always been done with the permission of the owners of the Clayton Property; and

NOW THEREFORE in consideration of the premises, the mutual promises contained herein and other valid consideration, the receipt and sufficiency of is hereby acknowledged, the parties agree as follows:

1. Clayton and Goldberg state and declare that their use of the Driveway has never been and is not now under a claim of right or in any way hostile to the title of Moseley or Shanahan or their respective heirs, successors or assigns, with respect to the Driveway. Moseley and Shanahan further state and declare that Clayton's and Goldberg's use of the Driveway has always been done with the permission of the owners of the Driveway.

2. Goldberg states and declares that its use of the Clayton Property to access the Driveway has never been and is not now under a claim of right or in any way hostile to the title of Clayton or its respective heirs, successors or assigns, with respect to the Clayton Property. Clayton further states and declares that Goldberg's use of the Clayton Property to access the Driveway has always been done with the permission of the owners of the Clayton Property.

3. Moseley and Shanahan hereby grant to Clayton and Goldberg a non-exclusive license to use the Driveway for access to the Clayton Property and Goldberg Property to and from Brassfield Road. Moseley and Shanahan each reserve the right to terminate this license at any time upon ninety (90) days' written notice.

4. Clayton hereby grants to Goldberg a non-exclusive license to use Clayton Property to access the Driveway for access to the Goldberg Property from Brassfield Road. Clayton reserves the right to terminate this license at any time upon ninety (90) days' written notice.

ASKEW'S FIELD

WHEREAS, Shanahan uses with permission the Clayton Property and Goldberg Property to access Askew's Field from the Driveway;

WHEREAS, Shanahan's use the Clayton Property and Goldberg Property to access of Askew's Field has not been and is not under a claim of right, and has always been done with permission of the owners of the Clayton Property and Goldberg Property;

WHEREAS, Clayton and Goldberg desire to provide record evidence that Shanahan's use of the Clayton Property and Goldberg Property to access Askew's Field has not been and is not under a claim of right, and has always been done with the permission of the owners of the Clayton Property and Goldberg Property; and

NOW THEREFORE, in consideration of the premises, the mutual promises contained herein and other valid consideration, the receipt and sufficiency of is hereby acknowledged, Clayton, Goldberg, and Shanahan agree as follows:

1. Shanahan states and declares that its use of the Clayton Property and Goldberg Property to access Askew's Field has never been and is not now under a claim of right or in any way hostile to the title of Clayton or Goldberg or their respective heirs, successors or assigns, with respect to the Clayton Property and Goldberg Property. Clayton and Goldberg further state and declare that Shanahan's use of the Clayton Property and Goldberg Property to access Askew's Field has always been done with the permission of the owners of the Clayton Property and Goldberg Property.

2. Clayton and Goldberg hereby grant to Shanahan a non-exclusive license to use the Clayton Property and Goldberg Property for access to Askew's Field. Clayton and Goldberg each reserve the right to terminate this license at any time upon ninety (90) days' written notice.

GENERAL

1. The matters set forth herein shall be binding upon and inure to the benefit of the owners of fee simple title to the Clayton Property, Goldberg Property, Driveway, and Shanahan Property, their respective heirs, successors and assigns and all those claiming by, through or under each such owner, including but not limited to the successors in title with respect to the Clayton Property, Goldberg Property, Driveway, and Shanahan Property, and shall be unaffected by any change in ownership, subdivision, recombination, change of use, demolition, reconstruction, expansion or other circumstances.

2. When the context in which a word is used in this instrument indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa.

3. This License may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank. Signature pages follow]