

DECLARATION OF COVENANT AND EASEMENT

THIS DECLARATION, made and dated the 29th day of October, 2018, by KISMET MANAGEMENT CORP., a corporation organized and existing under the laws of the State of New York, and having its principal place of business at 5 Brewster Street, #357, Glen Cove, New York 11542 (hereinafter the "Declarant" or "Grantor").

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of the following described property:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Bond Street, 50 feet wide, distant 103.77 feet Northerly from the corner formed by the intersection of the Northerly side of Old Country Road with the said Easterly side of Bond Street;

RUNNING THENCE North 03 degrees 09 minutes 00 seconds East 20.00 feet;

THENCE South 86 degrees 51 minutes 00 seconds East 81.13 feet;

THENCE South 05 degrees 18 minutes 00 seconds West 20.01 feet;

THENCE 80.38 feet West to the Easterly side of Bond Street to the point or place of BEGINNING.

S. 11
B. 328
As. 73-77 + 112

(the "Subject Premises")

WHEREAS, on or about the date hereof, the Declarant deeded to JDB GROUP LLC, a New York limited liability company (the "Grantee") certain premises commonly known as 1035 Old Country Road, Westbury, New York (Nassau County Tax Map - Section 11, Block 328, Lot 112) ("Lot 112"), which premises abuts the Subject Premises.

WHEREAS, the building on Lot 112 encroaches on Lot 77 up to 7.0 feet;

WHEREAS, in order to afford Grantee, and its successor and/or assigns, the full use and enjoyment of Lot 112, the Grantor hereby grants to Grantee, its successor and/or assigns, the easement set forth herein over the Subject Premises.

NOW, THEREFORE, Declarant warrants, declares and represents that Declarant grants to Grantee, and its successors and/or assigns, the right and privilege to enter onto the Subject Premises, use same for ingress and egress purpose for pedestrian and vehicular traffic and parking, to maintain the building as constructed partially on the Subject Premises, all as is deemed necessary by Grantee, and its successor and/or assigns, to use and enjoy Lot 112.

Declarant hereby grants to Grantee, and its successors and/or assigns, a right of way and easement over the Subject Premises, to be used by Grantee, and its successors and/or assigns, only in accordance with all applicable local, state and federal rules, regulations and law, including environmental rules and regulations.

Declarant acknowledges that it is the intention of the parties that Declarant will transfer fee title to the Subject Premises at such time as the Subject Premises is separated from its current grouped tax lot. Declarant acknowledges that the Easement shall continue until such time as fee simple title to the Subject Premises is transferred to the Grantee, and its successors and/or assigns, at which time the easement and right of way contained herein will cease and be of no further force and effect.

Nothing contained herein shall be construed to obligate Declarant to maintain any portion of Lot 112 or the building erected thereon which encroaches onto the Subject Premises, or the Subject Premises. All maintenance needed for the Subject Premises shall be done by Grantee, at the expense of Grantee, and its successors and/or assigns.

Grantee, and its successors and/or assigns, in consideration of the covenant granted herein shall maintain insurance, for Declarant's benefit, on the Subject Premises.

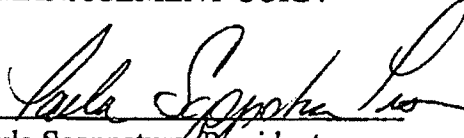
Declarant and Grantee agree that Grantee, and its successors and/or assigns, shall pay over to Declarant the real property taxes and assessments related to the Subject Premises for so long as the easement continues or until Grantee is the fee owner of the Subject Premises. During the period that the Subject Premises is part of the Grouped Tax Lot 73-77 and billed as one tax parcel, the Grantee shall pay over to Declarant twenty (20%) percent of the gross tax bill for the Grouped Tax Lot 73-77.

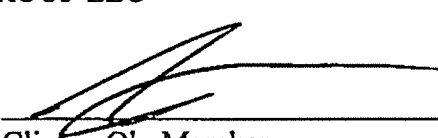
The Grantee, and its successors and/or assigns, hereby indemnify, protect and save Declarant harmless from and against any and all damages, losses, liabilities, obligations claims, litigation, defenses, judgments, suits, costs, disbursements or expenses (including legal fees) of any kind or nature whatsoever, which at any time may be imposed upon, incurred by, or asserted or awarded against Declarant arising from or out of this covenant and easement or Grantee's, and its successors' and/or assigns', use of the Subject Premises, or Grantee's and its successors' and/or assigns', presence on or about the Subject Premises at any time.

The above described covenant shall be and constitute a covenant running with the land and shall be binding upon the Declarant and any and all subsequent owners of the Subject Premises or any part thereof (other than Grantee), and upon their successors and assigns, subject to the right of the Declarant and the Grantee, and its successors and/or assigns, or their successors and assigns as the case may be, to amend, alter, annul or repeal the foregoing with their mutual consent, and without consent of any adjoining land owner.

KISMET MANAGEMENT CORP.

JDB GROUP LLC

By: 
Paula Scappatura, President

By: 
Clinton Oh, Member

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

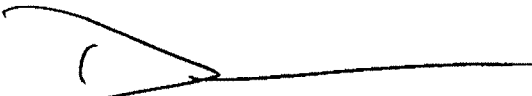
On the 29th day of October, in the year 2018, before me, the undersigned, personally appeared PAULA SCAPPATURA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

DANIEL M. GALLAGHER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA6116076
Qualified in Suffolk County
Commission Expires September 20, 2020

On the 29th day of October, in the year 2018, before me, the undersigned, personally appeared CLINTON OH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

DANIEL M. GALLAGHER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GA6116076
Qualified in Suffolk County
Commission Expires September 20, 2020

Record and Return

4

Yu Mi Hong, Esq
38-29 150th St
Flushing, NY 11354

Stewart Title Insurance Company

Title Number: **FNS-7037-N**

Page 1

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of North Hempstead, County of Nassau and State of New York, known and designated as Lots Numbers 74, 75, 76 and 77 in Block 81 on a certain map entitled, "Map of Westbury park, Nassau County, Long Island, Herbert A. Weeks Company, 24 East 28th Street, New York, Map of A.S. Greens, Port Jefferson, L.I., N.Y., and filed in the Office of the Clerk of the County of Nassau as and by File No. 178, said lots being located on the Northeasterly corner of Old Country Road (otherwise known as Grand Boulevard) and Bond Street, as shown on said map. Subject to re-survey by H.E. Hawxhurst, November 30, 1926, and which re-survey map has been filed in the County Clerk's Office, Mineola, New York on January 11, 1927 as Map No. 846 Case No. 2486, and which said lots when taken together are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Northerly side of Old Country Road (new line) with the Easterly side of Bond Street;

RUNNING THENCE along the Easterly side of Bond Street, North 3 degrees 09 minutes East, 103.77 feet;

THENCE South 86 degrees 51 minutes 00 seconds East, 80.38 feet;

THENCE South 5 degrees 18 minutes West 92.22 feet to the new Northerly side of Old Country Road (new line);

THENCE along the Northerly side of Old Country Road (new line) South 84 degrees 57 minutes 00 seconds West, 77.73 feet to the corner, the point or place of **BEGINNING**.

FOR INFORMATION ONLY:

SAID PREMISES being known as 1035 OLD COUNTRY ROAD, WESTBURY, NY 11590

Section: 11

Block: 328

Lot: 112