To all People to Whom these Presents shall Come, Greeting:

Know ye, That SAINT MARK'S PARISH, an ecclesiastical society of the Protestant Episcopal Church organized under the laws of the State of Connecticut, and located in New Canaan, Connecticut, acting herein by Theodore deF. Hobbs and Grace C. Kirkpatrick, its Wardens, hereunto duly authorized,

for the consideration of ONE ($1.00) DOLLAR, and other valuable considerations,

received to its full satisfaction of THE NEW CANAAN INN, INCORPORATED, a Connecticut non-profit corporation organized under the laws of the State of Connecticut and located in New Canaan, Connecticut,

does give, grant, bargain, sell and convey unto the said THE NEW CANAAN INN, INCORPORATED,

All that certain piece or parcel of land together with the building and improvements thereon, situated in the Town of New Canaan, County of Fairfield and State of Connecticut shown and designated as "Lot 28 L 914 AC" on a certain map entitled "Property of Saint Marks Parish New Canaan, Conn. Scale 1 in = 60 Ft. Certified Substantially Correct by Robert DeVaul for E. E. Minor & Co. Inc. Civil Engineers Greenwich Conn. Oct. 17, 1977", which map is on file in the office of the Town Clerk of New Canaan as Map No. 5920, reference thereto is hereby made for a more particular description of said premises.


Together with an easement for drainage, electrical and water utilities and for sewer lines as set forth in a Quit Claim Deed from Genoa Association, Inc to Saint Mark's Parish dated February 2, 1978 and recorded in Volume 246 at Page 391 of the New Canaan Land Records.

Said premises are conveyed subject to the following:

1. Limitations of use imposed by governmental authority.
2. Town of New Canaan taxes hereafter due and payable.
3. A reservation to the Grantor of the right to use the 40 foot accessway as shown on said map no. 5920 for all lawful purposes, including public utilities, in common with Grantee.
4. In the event that the subject premises cease at any time to be used for the construction and maintenance of housing for the elderly, or Grantee shall cease to be recognized by the United States Bureau of Internal Revenue as a tax exempt, non-profit corporation under the United States Internal Revenue Code, for a period of six (6) months, then and in said event, title shall revert to Saint Mark's Parish, subject to any mortgage lien or liens to a

(Continued on Page 2.)
recognised lending institution provided said mortgage lien or liens shall have been placed on the subject property with the consent of the Vestry of Saint Mark's Parish, and in the event title shall so reverts to Saint Mark's Parish, the subject premises shall continue to be used for housing for the elderly or similar purposes provided that at the time of the reversion the construction of the facility has been completed and fully paid for and in the future the operating revenues of the facility equals annual costs, otherwise, to be used for such purposes as Saint Mark's Parish, in its sole discretion, shall determine Said use of the parcel for housing for the elderly or similar purposes shall be conducted by Saint Mark's Parish or another charitable corporation acceptable to it.

To Have and to Hold the above granted and bargained premises with the appurtenances thereofter in fee simple forever to the said grantor its heirs successors and assigns for ever to its and their own proper use and benefit.

And also the said grantor does for itself its heirs successors and assigns that at and until the occupancy of this premises well and truly keep and maintain as a good indestructible estate in fee simple and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever except as hereinbefore mentioned.

And Furthermore, the said grantor doth by these presents bind itself its heirs successors and assigns against all claims and demands whatsoever except as hereinbefore mentioned.

Saint Mark's Parish has

In Witness Whereof, I hereunto set my hand and seal this 26th day of September in the year of our Lord nineteen hundred and seventy-nine.

[Signatures]

SAINT MARK'S PARISH

[Signature]

State of Connecticut,
County of Fairfield,

On the 26th day of September 1978, before me, Edward S. Rimer, Jr., an officer authorized by law to take acknowledgments of instruments, personally appeared Theodore DeP Hobbs and Grace C. Kirkpatrick, Wardens of Saint Mark's Parish, who appeared to me (or a satisfactory power of attorney) to be the person(s) whose names appear in the within instrument and acknowledged the same to me. I, therefore, required the same for the purposes therein contained as their free act and deed, and the same is free and clear of all incumbrances.