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STATE OF VERMONT
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February 5, 1991

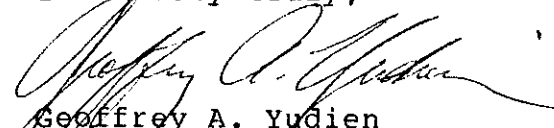
Richard A. Spokes, Esq.
Spokes, Foley & Peterson
P.O. Box 986
Burlington, VT 05402-0986

Re: Lake Iroquois Recreation District

Dear Mr. Spokes:

Pursuant to 24 V.S.A. §4802, I have reviewed the proposed agreement to establish a union municipal district to be known as the Lake Iroquois Recreation District, which you sent to this office on January 30, 1991, and find that it is in proper form and compatible with the laws of this state.

Yours very truly,


Geoffrey A. Yudien
Assistant Attorney General

Bruce Hoar

From: Joseph Fallon [jfallon@madriver.com]
Sent: Friday, February 18, 2011 12:01 PM
To: Kenneth Pinkham
Cc: Bruce Hoar
Subject: Lake Iroquois Recreation District
Attachments: Warning and Deed.PDF
Dear Mr. Pinkham:

I represent the Town of Williston and the Lake Iroquois Recreation District. This letter is in furtherance to correspondence between you and Bruce Hoar and specifically your email to Bruce dated February 15, 2011.

The Lake Iroquois Recreation District is a union municipal district created under 24 V.S.A. §4861-4868. The district consists of the towns of Williston, Richmond, St. George and Hinesburg.

For your file I am enclosing herewith a copy of the Town of Hinesburg Warning for the 1991 Annual Meeting. Article 3 provides:

ARTICLE 3: Shall the Town of Hinesburg enter into an agreement for the formation of a union municipal district to be known as the "Lake Iroquois Recreation District"; further, to authorize the Selectmen to borrow an amount, not to exceed Sixty-Five Thousand (\$65,000) for the purchase of the K. Beebe property, which includes property known as Lake Iroquois Beach. (p. 8)

I understand that the Hinesburg voters and the voters in Williston, Richmond and St. George approved forming and joining the union municipal district.

On October 8, 1991, Kathryn W. Beebe conveyed to the Lake Iroquois Recreation District, a union municipal district organized under the laws of the State of Vermont, a 157.38 acre parcel of land which comprises the real estate owned by the Lake Iroquois Recreation District. A copy of the deed is enclosed herewith for your reference. Note that in Paragraph 1 of

the deed, the property is to be used for both recreational and environmental education purposes. The deed thereafter further recites:

No use shall be made of the conveyed property, and no activity thereon shall be permitted which is inconsistent with the expressed purpose of this grant for the preservation and protection of the scenic, recreational, and natural environmental values of the conveyed property consistent with public use and enjoyment.

Please note that under 24 V.S.A. §4866, a union municipal district may contract with any participating municipality for the services of any officers or employees of that municipality useful to it. It is my understanding that the Lake Iroquois Recreation District has contracted with the Town of Williston to perform various services for the district.

Should you require further information or documentation, please do not hesitate to contact me.

Very truly yours,

Joseph D. Fallon

JDF:sjl

Joseph D. Fallon, Esq.
PO Box 257, 10729 Route 116
Hinesburg, VT 05461
Tel. (802) 482-2137
Fax (802) 482-2138

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that KATHRYN W. BEEBE of Bellows Falls, in the County of Windham and State of Vermont, Grantor, in the consideration of One and More Dollars paid to her full satisfaction by LAKE IROQUOIS RECREATION DISTRICT, a union municipal district organized under the laws of the State of Vermont, Grantee, by these presents, does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, LAKE IROQUOIS RECREATION DISTRICT, and its successors and assigns forever, a certain piece of land in Williston in the County of Chittenden and State of Vermont, described as follows, viz:

A parcel of land containing 157.38 acres, more or less, situated adjacent to Lake Iroquois in the Town of Williston, and being depicted as "PARCEL #3 to be Conveyed to the Lake Iroquois Recreation District - 6,855,697 Sq. Ft. - 157.38 Acres" on a plan entitled "Property Plat - Lands of Kathryn W. Beebe - Oak Hill Road, Williston, Vermont," by Lamcureux & Stone dated June 28, 1991, last revised ~~September 5, 1991~~, and to be recorded in the Land Records of the Town of Williston.

Being a portion of the lands and premises conveyed to the within Grantor, Kathryn W. Beebe, by deed of Mary A. Wortheim, Arthur A. Wortheim, Hazel Wortheim Tabor, Helen Wortheim Johnston and Henry A. Wortheim dated July 31, 1940, and recorded in Volume 23, at Page 106, of the Land Records of the Town of Williston and by the deed of Frank M. Jones dated May 5, 1950, and recorded in Volume 23, at Page 577, of said Land Records.

The lands and premises herein conveyed are subject to restrictions which are imposed by the Grantor for the purpose of preserving and protecting the scenic, recreational, and natural environmental values of the conveyed property to the extent possible consistent with public use and enjoyment thereof.

The restrictions herein imposed constitute a servitude upon the land and run with the conveyed property in perpetuity. The restrictions may be enforced by the Grantor and by any resident of the Towns of Williston, Richmond, St. George, or Hinesburg (hereinafter referred to as "Resident") at the time enforcement action is initiated.

As used in these restrictions, the term "Grantor" shall include the heirs, executors, administrators, and assigns of the original Grantor: Kathryn W. Beebe. The term "Grantee" shall include the respective successors and assigns of the original Grantee: Lake Iroquois Recreation District.

The property herein conveyed is subject to the following restrictions:

1. The property shall be used for recreational and environmentally educational purposes only. No residential, commercial, or industrial activities shall be permitted. No use shall be made of the conveyed property, and no activity thereon shall be permitted which is inconsistent with the expressed purpose of this grant for the preservation and protection of the scenic, recreational, and natural environmental values of the conveyed property consistent with public use and enjoyment.
2. The property shall never be conveyed or leased by Grantee to any private person or for-profit legal entity. The Grantee may convey or lease the property to a legal entity wholly owned and controlled by one or more of the Towns of Williston, Richmond, St. George, Hinesburg and any other municipality which may at such time be a member of the Lake Iroquois Recreation District.
3. Grantee shall never construct nor permit construction on the conveyed property of any road or access which could be used for travel completely around Lake Iroquois.

In the event that Grantor or Resident becomes aware of an event or circumstance of non-compliance with the purpose and restrictions herein set forth, Grantor or Resident shall give notice to Grantee of non-compliance via certified mail, return receipt requested, and demand corrective action by the Grantee sufficient to abate such event or circumstance of non-compliance and restore the conveyed property to its previous condition. Failure by the Grantee to cause discontinuance, abatement, or such other corrective action as may be demanded by the Grantor or Resident within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Grantor or Resident to bring an action in a court of competent jurisdiction to enforce the purpose and restrictions of this deed and to recover any damages arising from such non-compliance. If the court determines that the Grantee has failed to comply with the purpose and restrictions of this deed, then Grantee shall reimburse the Grantor or Resident for any reasonable cost of enforcement, including court costs, and reasonable attorneys fees, in addition to any other payments ordered by such court. In the event that Grantor or Resident initiate litigation and the court determines that the Grantee has not failed to comply with the purpose and restrictions of this deed, and that the Grantor or Resident has initiated litigation without reasonable cause, then Grantor or Resident shall reimburse Grantee for any reasonable costs of defending such action, including court costs and reasonable attorney's fees.

The parties to this conveyance specifically acknowledge that the events and circumstances of non-compliance constitute an immediate and irreparable injury, loss, and damage to the conveyed property and accordingly entitle Grantor or Resident to such equitable relief, including but not limited to injunctive relief, as the court deems just and appropriate. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Grantor or Resident at law, in equity, or through administrative proceedings.

No delay or omission by the Grantor or Resident in the exercise of any right or remedy upon any breach by Grantee shall impair the rights and remedies of Grantor or Resident or be construed as a waiver.

In addition to the restrictions set forth above, the lands and premises herein conveyed are subject to the following:

1. Irrevocable Offer of Dedication and Deed of Easement executed by the within Grantor and the Town of Williston on this date to be recorded simultaneously in the Williston Land Records.
2. An easement in favor of Vermont Electric Cooperative, Inc. recorded in Miscellaneous Volume 14, at Page 503 of said Land Records.
3. A right of way in favor of the State of Vermont described in Warranty Deed of Kathryn W. Beebe to the State of Vermont dated December 23, 1963, and recorded in Volume 28, at Page 215, of said Land Records, and depicted on a plan recorded in Miscellaneous Volume 2, at Page 82, of said Land Records.
4. A right of way in favor of the within Grantor, and her heirs and assigns servicing "Retained Parcel #1" as depicted on the aforementioned plan of Lamoureux & Stone and depicted thereon as "50' Right of Way to Retained Parcel #1" which right of way the within Grantor for herself and her heirs and assigns excepts from this conveyance and reserves for the benefit of "Retained Parcel #1."
5. A 16.5 foot right of way servicing the lakefront camps, as depicted on the aforementioned plan of Lamoureux & Stone.

The land and premises herein conveyed also include a right of way across lands of Bowker as described in a Warranty Deed recorded

10.10.91

in Volume 17, at Page 409, of said Land Records.

Reference is hereby made to the foregoing plan and deed and the records thereof, and to all deeds therein referred to and the records thereof, in aid of this description.

Those premises identified on the aforementioned plan of Lamoureux & Stone as "area in dispute by M. Martel . . ." and "area claimed by M. and R. Martel . . ." are conveyed with quitclaim covenants only. No warranty expressed or implied is granted with respect to the same.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, LAKE IROQUOIS RECREATION DISTRICT, and its successors and assigns, to its own use and behoof forever; And the said Grantor, KATHRYN W. BEEBE, for herself and her heirs, executors and administrators, does covenant with the said Grantee, LAKE IROQUOIS RECREATION DISTRICT, and its successors and assigns, that until the ensealing of these presents she is the sole owner of the premises and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE; except as aforesaid, and she hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor hereunto sets her hand and seal this 18th day of October, 1991.

In the presence of:

[Signature]
Witness
[Signature]
Witness

[Signature]
KATHRYN W. BEEBE

STATE OF VERMONT
Chittenden COUNTY, SS.

At Williston in said county and state this 18th day of October, 1991, KATHRYN W. BEEBE, personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

Before me, [Signature]
Notary Public

My commission expires: 2/10/95

Windsor, VT Town Clerk's Office
Presented for Record
October 18 A.D. 1991
at 11 O'clock 45 minutes A of
and recorded in Book 92 Pages 404-406
Attest: Julia H. Degre Town Clerk

Vermont Property Transfer Tax 32 V.S.A. Chap. 831
- ACKNOWLEDGMENT -
Return Recd. - Tax Paid - Board of Health Cert. Rec'd -
Vt. Land Use & Development Plans Act. Cert. Rec'd.
Return No. 92-99
Signed Julia H. Degre, Clerk
Date October 18, 1991