

# BENSON LAW OFFICE, LTD.



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August 5, 2026

## VIA EMAIL ONLY

Town of Union  
Attn: Bob Savage, Chairman  
8302 County Road U  
Danbury, WI 54830

### **Re: Legal Opinion regarding Boat Ramp on West Bass Lake Road**

Dear Mr. Savage:

This letter will serve to follow-up on our office conference of July 29, 2026, wherein you retained Benson Law Office, Ltd. to provide a legal opinion as it relates to certain actions the Town may be able to take regarding the boat ramp at the end of West Bass Lake Road. The purpose of this legal opinion is to set forth whether or not the Town has the ability to sell, vacate or rent in any fashion the boat ramp at the end of West Bass Lake Road. In formulating my legal opinion, I have reviewed the following documents:

1. The transfer document from Ray and Evelyn Pardun to the Town of Union noted as Document #135144, Burnett County, Wisconsin Records;
2. Wis. Stats. §§ 66.1025 and 82.19; and
3. Wisconsin case law.

The main issue here is that there is a reversionary clause in the deed from Mr. and Mrs. Pardun to the Town of Union which sets forth the following:

It is expressly understood and agreed that this deed is given as a dedication to the Town of Union for highway purposes only and in the event said land should ever cease to be used by said town for highway purposes, the premises above described and all rights herein conveyed, shall at once revert to and revest in and become the property of said first parties,

their heirs, personal representatives or assigns (without any declaration of forfeiture or act of re-entry, and without any other act by said first parties to be performed, and without any right of said second party to reclamation or compensation for moneys paid or improvements made), as absolutely, fully, and perfectly as if this deed had never been made.

In addition to this reversionary clause, Wisconsin also has a statute that prevents government bodies from certain actions related to dedications of lands for a special purpose. Specifically, Wis. Stats. § 66.1025(1) provides as follows:

If the governing body of a county, city, town or village accepts a gift for dedication of land made on condition that the land be devoted to a special purpose, and the condition subsequently becomes impossible or impracticable, the governing body may by resolution or ordinance enacted by a two-thirds vote of its members-elect either to grant the land back to the donor or dedicator or the heirs of the donor or dedicator, or accept from the donor or dedicator or the heirs of the donor or dedicator, a grant relieving the county, city, town or village of the condition, pursuant to article XI, section 3a, of the constitution.

My first legal opinion as it relates to this letter is that, whether or not the reversionary clause existed in the deed, the fact that the deed itself states that the property is to be used for highway purposes only subjects the Town to Wis. Stats. § 66.1025. The reversionary clause is just a secondary issue that has to be dealt with as well. A similar situation arose in Polk County in a case that was decided in 2008 by the Wisconsin Court of Appeals. In that case a person had transferred land to Polk County by deed in 1957 for purposes of a "county infirmary." The main purpose was to create a nursing home of some sort on the property. The County then tried to transfer the property in 2008 to a private entity. A lawsuit was commenced to prohibit the transfer to the private entity. The Court of Appeals found that Wis. Stats. § 66.1025 applied and that the County's attempt to transfer the property to a private entity was in violation of the statute.

As such, it is my legal opinion that the Town of Union cannot in any way transfer the property to any other entity without complying with Wis. Stats. § 66.1025. This would require the Town to track down the heirs of Ray and Evelyn Pardun and get relief from the specific dedication that the property be used for highway purposes.

Another potential issue would be whether or not the Town could discontinue the highway. This raises two separate issues. The first being that the reversionary clause would immediately come into play in this situation. This would result in the heirs of Ray and Evelyn Pardun having a claim that they now own the property. The second issue would be Wis. Stats. § 82.19. Although towns are generally able to discontinue highways under Wis. Stats. § 82.19, they cannot do so if the public highway provides public access to a navigable lake or stream. In this case, the highway does provide access to Bass Lake. As such, DNR approval would have to be obtained for any vacation of the roadway and a transfer. My experience is that the DNR will never grant their permission for the vacation of a roadway that provides access to a public water unless you can provide another access at a different location.



Lastly, we need to address the issue of whether or not the Town of Union can rent the property in question to a third party. I think this raises a couple of issues. First, the reversionary clause in the Deed provides that “in the event said land should ever cease to be ***used by said town*** . . .” then it reverts back to the Parduns. If the Town rents it to a third-party, it is no longer being used by the Town. As such, I believe this would violate the reversionary clause.

In addition, there is a legal doctrine known as the private non-delegation doctrine, that sets for the principle that government power may not be delegated to private entities. So if you rent the boat landing to a third party I believe this would violate the legal doctrine.

Please let me know if you have any questions regarding this legal opinion.

Sincerely,

*Ryan M. Benson*

Ryan M. Benson  
Attorney at Law

RMB/pw

QUIT CLAIM DEED.

STATE OF WISCONSIN—FORM No. 11

NUMBER

This Indenture, Made this - day of July, A. D., 1955,

between RAY PARDUN and EVELYN PARDUN, his wife,

parties of the first part,

and TOWN OF UNION, BURNETT COUNTY, WISCONSIN,

party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

One dollar and other good and valuable consideration

~~DECEASED~~

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim unto the said party of the second part, and to its successors ~~DECEASED~~ and assigns forever, the following described real estate, situated in the County of Burnett, State of Wisconsin, to-wit:

The North Fifty (50) feet of Government Lot Three (3), Section Fourteen (14), Township Forty (40), North, Range Seventeen (17) West, and a strip of land fifty (50) feet in width lying between two parallel lines, the easterly line of which is described as follows:

Commencing at a one and one half ( $1\frac{1}{2}$ ) inch iron pipe stake on the shore of Bass Lake which stake is the Northeast corner of Government Lot Three (3), Section Fourteen (14), Township Forty (40) North, Range Seventeen (17) West; thence South Eighty Seven degrees and Twenty Two minutes West (S.  $87^{\circ} 22' W.$ ), Two Hundred Ninety Six and Eight tenths (296.8) feet along the north line of said Government Lot Three (3) to an iron pipe stake; thence South Seven degrees and Thirty Eight minutes East (S.  $7^{\circ} 38' E.$ ), Fifty and two tenths (50.2) feet to an iron pipe stake, the point of beginning of said strip of land; thence South Seven degrees and Thirty eight minutes East (S.  $7^{\circ} 38' E.$ ) Eight Hundred Seventy Two (872) feet; thence South thirty two degrees and thirty seven minutes West (S.  $32^{\circ} 37' W.$ ), Four Hundred Ninety One and Seven tenths (491.7) feet to the South line of Government Lot Three (3).

It is expressly understood and agreed that this deed is given as a dedication to the Town of Union for highway purposes only and in the event said land should ever cease to be used by said town for highway purposes, the premises above described and all rights herein conveyed, shall at once revert to and revert in and become the property of said first parties, their heirs, personal representatives or assigns (without any declaration of forfeiture or act of re-entry, and without any other act by said first parties to be performed, and without any right of said second party to reclamation or compensation for moneys paid or improvements made), as absolutely, fully, and perfectly as if this deed had never been made.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors ~~DECEASED~~ and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have herunto set their hands and seals this -

day of July, A. D., 1955.

Signed and Sealed in Presence of  
Lucy Wester  
Lucy Wester  
Shirley Konstant  
Shirley Konstant

Ray Pardun (SEAL)  
Ray Pardun  
Evelyn Pardun (SEAL)  
Evelyn Pardun (SEAL)

STATE OF WISCONSIN,

Burnett

County. } ss.

Personally came before me, this -

day of July

A. D., 1955.

the above named Ray Pardun and Evelyn Pardun, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Received for Record this 15th day of  
November A. D., 1955, at 10:00 o'clock A. M.  
Violet C. Hanson

Register of Deeds.

Deputy.

Lucy Wester  
Lucy Wester  
Notary Public, Burnett  
My Commission expires May 12,

County, Wis.

A. D., 1957.