

IN THE KOSCIUSKO CIRCUIT COURT  
KOSCIUSKO COUNTY, INDIANA

KOKOMO GRACE UNITED  
METHODIST CHURCH, INC.,  
Plaintiff

v.

CASE NUMBER: 43C01-1710-PL-105

EPWORTH FOREST ADMINISTRATION  
COMMITTEE, INC.,  
Defendant

**MOTION FOR PARTIAL SUMMARY JUDGMENTS**

COMES NOW the Plaintiff, Kokomo Grace United Methodist Church, Inc. (hereinafter "Kokomo Grace") requests entry of partial summary judgments, as to part or all of the following issues of fact and law:

1. That Kokomo Grace is the owner of the shoreline, is the owner of real estate with a common address of 8521 East Wade Lane, North Webster, Indiana, being Lot 15 and Block B of the plat of Epworth Forest.
2. That Kokomo Grace is the owner of that real estate which lies between the Lot 15 and Block B and the water's edge of Webster Lake.
3. That Kokomo Grace is the riparian owner of the real estate lying between Lot B, Lot 15, Epworth Forest, and the waters of Webster Lake (subject to easements declared by this Court previously).
4. That Kokomo Grace is a "onshore owner" as defined by EFAC and the prior orders of this Court in 1994, January 2014, April 2014, and the bylaws of EFAC.
5. That Kokomo Grace has never selected a pier location to which it is entitled as an "onshore owner".
6. That Kokomo Grace is entitled to select an onshore location for its pier as an "onshore owner" at a place of its own choosing.

7. That EFAC is required to allow the selection of an onshore pier location by Kokomo Grace (and to make adjustments in other pier assignments as may be necessary, accordingly).
8. That EFAC has refused to allow Kokomo Grace to utilize its assigned onshore pier location.
9. That EFAC has refused to allow Kokomo Grace to select an onshore pier location.
10. That EFAC has no vested right to locate a "community pier" in an "onshore owners" selected pier location.
11. That EFAC had no permission to maintain a "community pier" on the Kokomo Grace lakeshore during 2017.
12. That the Community Pier maintained by EFAC is a "group pier" as defined by the Department of Natural Resources regulations.
13. That EFAC does not currently possess a DNR permit for a group pier at the Kokomo Grace shoreline and did not possess such a permit in 2017.
14. That EFAC has no DNR permit for a group pier at the Kokomo Grace shoreline for 2018 or any future date.
15. That the permission of the riparian owner of shoreline is required by the DNR in order to obtain a group pier permit.
16. That EFAC has no current permission from Kokomo Grace for a group pier, for the year 2018.
17. That EFAC did not have permission from Kokomo Grace to maintain a group pier on the Kokomo Grace riparian shoreline during 2017.
18. That EFAC's refusal to allow Kokomo Grace to utilize its own onshore pier location and twenty-four feet (24') of frontage has been arbitrary and without factual basis.

The basis, factual or legal, for the several requests for partial summary judgment contained herein will be delineated and discussed in greater detail by a separate Memorandum of Fact and Law, submitted contemporaneously herewith.

Respectfully submitted,

ROCKHILL PINNICK LLP

By: 

Richard K. Helm  
Attorney #7646-43  
105 East Main Street  
Warsaw, IN 46580  
574-267-6116  
Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I certify that the foregoing document is electronically filed using the Indiana E-filing System (IEFS) and that the foregoing document was served upon the following person(s) using the service contact entered in the IEFS via IEFS this 18<sup>th</sup> day of April, 2018:

Matthew Shipman



Richard K. Helm  
105 East Main Street  
Warsaw, Indiana 46580  
(574) 267-6116  
Attorneys for Plaintiff  
Attorney #7646-43

H:\WORDDOC\DELETE\KokomoGraceMotPartSumJdgmnt.docx