

ROCKHILL PINNICK LLP
ATTORNEYS AT LAW

STANLEY E. PEQUIGNOT
RICHARD K. HELM*
VERN K. LANDIS
JAY A. RIGDON
DANA LEON**
SCOTT E. REUST

105 EAST MAIN STREET
WARSAW, INDIANA 46580-2742

TELEPHONE (574) 267-6116

FACSIMILE (574) 269-9264
E-MAIL rockhill@rockhillpinnick.com

www.rockhillpinnick.com

*Registered Civil Mediator

**Registered Domestic Relations Mediator

August 4, 2017

Mr. Matthew R. Shipman
Bloom Gates Shipman
& Whiteleather LLP
119 S. Main St.
P.O. Box 807
Columbia City, IN 46725

Re: Your client, Epworth Forest Administration Committee, Inc.
My client, Kokomo Grace United Methodist Church, Inc.

Dear Matt,

As noted above, our firm will be representing Kokomo Grace United Methodist Church, Inc. We would appreciate it if any actions, correspondence or the like, in the future, would include the undersigned to the extent appropriate.

I will be communicating in more detail at a later date, as I still need to consult further with my client. However, I did receive via electronic filing your recent "Request for Clarification". I do wish to clarify one aspect recited in that Request.

In rhetorical paragraph 2 there is a recital that the Conference owns the strip of land between the property owned by Kokomo Grace and the water's edge. This is incorrect. First, quite clearly the 1994 Judgment from Judge Richard W. Sand addressed the aspect that the strip of land belongs to the adjacent lot owner, subject to being impressed with an easement. In fact Judge Sand vested that strip of land in all lot owners who were appearing of record in the case. He could not do so with regard to other lot owners who did not participate. In fact I would note that several lots owned by churches were not participants because they did not want to litigate with the Conference. Nonetheless, it does not change the aspect of the law which vests that strip of land in the adjacent lot owner.

I am aware that the current records of the Auditor of Kosciusko County have the strip of land labeled as "Epworth League Institute of the North Indiana Annual Conference of the Methodist Episcopal Church". You are surely aware that the Auditor changed the labeling on the strip along the lakeshore several years ago, on her own volition, with no authority from anyone, and such labeling by the Auditor does not change ownership.

The Conference has recognized this, and has put in place a system whereby owners may ask for a quit-claim deed to rectify the unusual and inappropriate alteration of records by the Auditor.

I do note as well that there is a strip of land from the original plat lying between Lot 16 and Lot 15 which runs from Wade Lane down to the water. Whether this is a "fire lane" or some other notion contained in the original plat, it is an easement and easements do not vest or convey riparian rights. The two adjacent lot owners own the riparian rights at the end of that easement. All of that would, of course, be subject to the general governance of the EFAC with regard to administration of the easement.

All of that being said, my client is perfectly willing to discuss any alternatives or proposals with regard to the 50 feet of frontage between Lot 15 and the water's edge. As I read the Orders entered by the Kosciusko Circuit Court in 1994 and in 2014, as an onshore owner my client is entitled to 24 feet of riparian use and the remaining 26 feet as well as the approximately nine feet of the adjacent easement strip, are in play for use by EFAC for pier assignments, in accordance with the adjudication set down by the Court.

I will appreciate your acknowledgement of this letter. After I have an opportunity for further discussion with my client I will be open to further discussions with you on behalf of EFAC.

Very truly yours,

ROCKHILL PINNICK LLP



Richard K. Helm

RKH:jmw

H:\WORDDOC\LETTERS\KokomoGraceShipman080417.doc