

1947 Swift Map

Source: Emerson Swift's Notebook

The Kent Boundaries are Established by the 1947 Swift Map

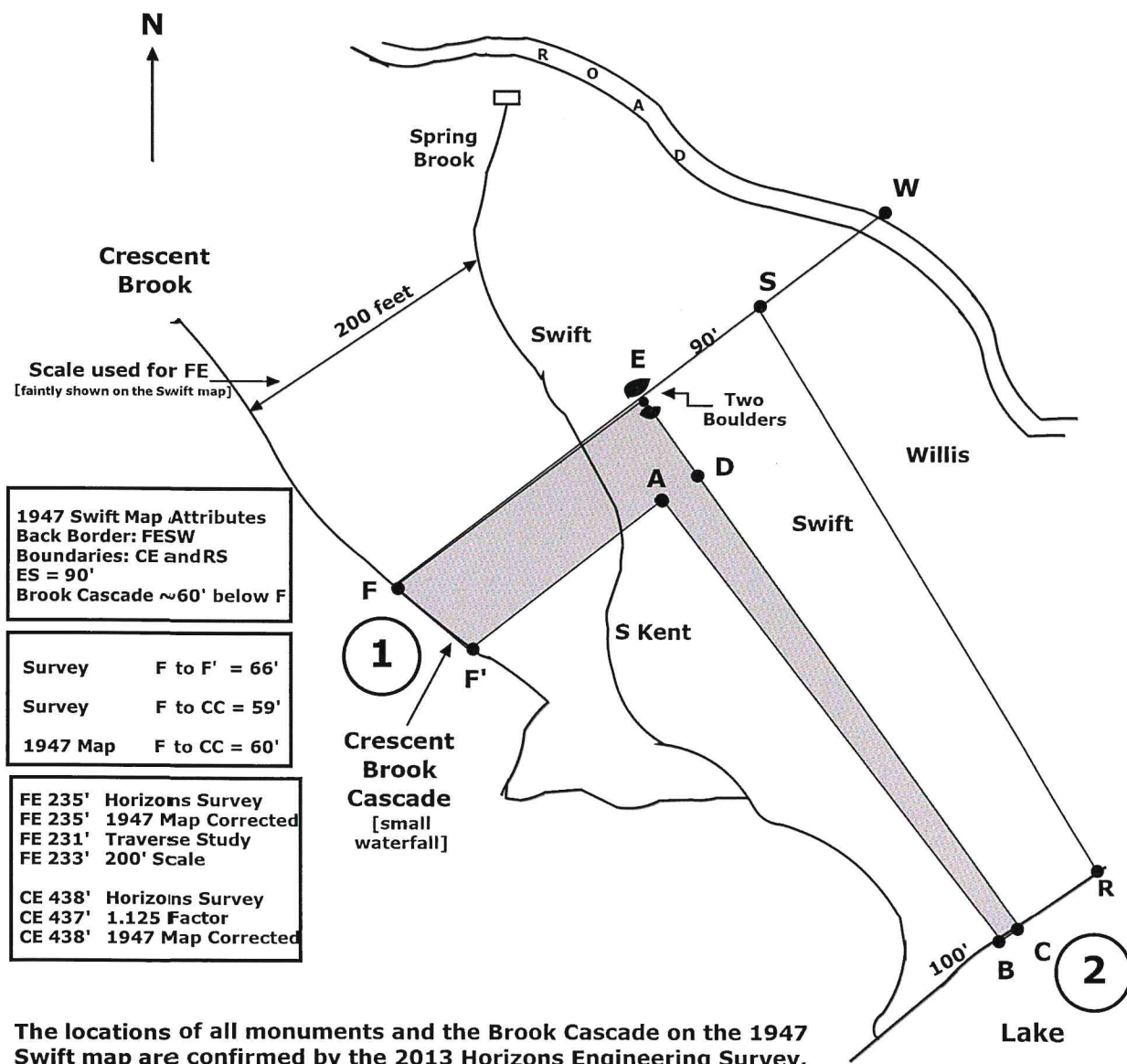
S U M M A R Y

Disputed Property



Only two points are required to prove the original Kent Boundaries in 1947.

- ① The Location of the Crescent Brook Cascade.
- ② Stake C: an iron pipe discovered in 2013 under a 5" cedar root of two cedar trees traditionally held to mark the beach boundary between Kent and Swift. Documented by surveyor Nathan P. Nadeau, LS [Letter dated 12/11/13]



“Beginning at the midpoint of the present mouth of the brook on Crescent Beach said brook now forming the boundary line between the property of Emerson H. Swift and the land of Isabel H. Swift and Lucy W. Swift. Thence in a north easterly direction along the shore of Willoughby Lake for a distance of one hundred feet. Thence inland approximately 33 degrees west of north a distance of approximately four hundred feet, this line being the extenuation of a line passing along the summit of Mt Pisgah. Thence in a south westerly direction approximately 53 degrees west of south a distance of approximately one hundred ninety feet to the main brook. Thence in a south easterly direction along said brook to its mouth and the point of beginning.

“The piece herein described is in effect a part of that land belonging to the late Arthur L. Swift lying to the northeast of the brook which flows in a southeasterly direction from the Paquin property to Willoughby Lake.

“A vehicular right of way for automobiles , etc. is also granted from the above described parcel over the property now owned by Emerson H. Swift to the right of way which passes from the highway leading from Westmore to Willoughby Station, formerly South Barton) to the various camps on the shore of Willoughby Lake lying north east of said parcel, a foot path right of way is also granted along the sand beach on the shore of Willoughby Lake in a northeasterly direction on the property now owned by Emerson H. Swift from the above mentioned parcel.”

19. Book 18 Pages 510-511 Emerson H. Swift to Clodius Willis September 3, 1947

"Definition of the points of beginning: Beginning at a point on the so-called Crescent Beach on the West Shore of Willoughby Lake said point being located and defined as follows, Viz: Starting from a drilled mark in a boulder situated on the shore at the northeast end of the said Crescent Beach. Thence in a South westerly direction along said beach for a distance of fifty five (55) feet to the lot now owned by Edward M. Collins and hereafter referred to as Plot #1. Thence continuing in a southwesterly direction along the beach and along the frontage of the said Plot #1 a distance of (75) seventy five feet to an iron stake, this stake on Crescent Beach, a distance of one hundred thirty (130) feet south westerly from the drilled mark in the boulder above mentioned, marks the point of beginning of the parcel of land deeded and hereafter referred to as Plot #2.

"Beginning at the point as above defined: Thence North 10 degrees 30' W along the west line of the said Collins lot, - Plot #1. A distance of One hundred fifty (150) feet to the north next corner: thence in a northeasterly direction seventy-five (75) feet along the north line a distance of approximately forty eight (48) feet to an iron stake on the south edge of the right-of-way which passes from the highway leading from Westmore to Willoughby Station (formerly South Barton) to the various camps on the shore of Willoughby Lake lying easterly of the said Plot #1 and Plot #2: Thence in a generally north westerly direction along said right-of-way a distance of approximately two hundred seventy (270) feet to an iron stake on its south edge:

"Thence South 53 degrees W a distance of ninety (90) feet to an iron stake marking the northwest corner of the said Plot #2; thence S 32 degrees E a distance of approximately three hundred and ninety two (392) feet to an iron stake on the said Crescent Beach on the shore of Willoughby Lake; thence in a northeasterly direction along said beach a distance of approximately seventy five (75) feet to Point of beginning; meaning to convey a part of the property in Lot 66 in the Town of Westmore owned by the late Arthur L. Swift as above described, together with any land (except the plot No #1 previously deeded by the late Arthur L. Swift to Edward M. Collins that may be between the above described Lot #2 and the west shore of Willoughby Lake."

"Beginning at a point of the north edge of the public right-of-way which runs southeasterly from the Paquin property to the lots on the west shore of Willoughby Lake now owned by Clodius H. Willis, Edward M. Collins, and others; said point being located 344 feet measured along the right-of-way) south east of the party line between the property of the said Paquin and that of Emerson H. Swift said point also marks the southeast corner of the plot of land deeded September 15, 1950 to the said Harold C. Mack by the said Emerson H. Swift: Thence N 29 degrees E, parallel to the above mentioned party line and along the east line of the previously deeded lot, a distance of 202 feet to the north east corner of the said previously deeded plot; Thence S 7 degrees E, a distance of 249 feet to the north edge of the public right-of-way to a point opposite the northernmost corner of the lot on the south side of the right-of-way now owned by Clodius H. Willis: thence in a northeasterly direction along the north edge of the public right-of-way a distance of 189 feet to the point of beginning.

"This piece of land herein described constitutes a triangular plot, its west line (of 202 feet) corresponding exactly to the xxxx lines of the plot, deeded Sept 15th, 1950 to the said Harold C. Mack by the said Emerson H. Swift."

Book 19 Page 80 Deed 51 Emerson H. Swift to Clodius Willis August 25, 1952 Triangular Plot

"Beginning at a point on the south edge of the public right-of-way which runs southeasterly from the Paquain property to the lots on the west shore of Willoughby Lake now owned by Edward M. Collins and others, said point being in fact the north east corner of the lot previously deeded by the said Emerson H. Swift to the said Clodius H. Willis by deed dated September 3, 1947, and recorded in the Westmore Town Records, Book 18 Page 570; Thence northwesterly along the south edge of said right-of-way a distance of 65 feet: **Thence S 5 degrees W, a distance of 56 feet, to the north west corner of the above-mentioned previously deeded lot:** then northeasterly along the north line of said lot a distance of 75 feet, to the point of beginning. The parcel of land herein described constitutes a triangular plot measuring 65 feet by 56 feet by 73 feet, its area approximately one twenty-fifth of an acre which lies between the said public right-of-way and the lot previously deeded by the said Emerson H. Swift to the said Clodius H. Willis. "

13. Book 16 Page 286 Deed 5 Arthur L. Swift to Edward M. Collins September 29, 1933 75'
Beach Frontage DONE NA

Being a plot as hereafter described from the parcel of land on the West side of Willoughby Lake deeded from E.J. Wheeler of Westmore Vt. And Karl C. Smith of Stanford, Conn. To Arthur L. Swift of New York City, said deed dated Sept 17, 1917 and recorded in Vol 10 Page 487 of Westmore Land Records said plot described as follows, viz:

A plot of land (herein after referred to Pot [sic] #1) situated at the northeast of Crescent Beach so called with a frontage seventy five feet (75) parallel to the shore of Willoughby Lake at this point and distant about twenty feet (20) from the high water mark, beginning on the north at the south line of the property now owned by Annie R. French and extending in a southerly direction seventy five feet (75) thence in a westerly direction approximately at a right angle to the shore of the lake, one hundred and fifty (150) feet: thence in a northerly direction seventy five feet (75) to the south line of the property (unreadable) by the said Annie R. French: and thence in an easterly direction along said line to the point of beginning. The said Arthur L. Swift likewise allows the said Edward M. Collins a right of way across his property from the public road on the West side of Willoughby Lake to said Plot #1 as well as free access to and free use at all times of so called Crescent Beach and Lake Shore of the same. Likewise the right to pipe water for his personal and domestic use to said Plot #1 from a plot below the large enclosed spring situated on the property of said Arthur L. Swift above and to the west of said Pot [sic] #1, forever.

**14. Book 16 Page 295 Deed 2 Annie French Quitclaim to Arthur L. Swift August 31, 1934
Drilled Boulder 55' DONE IMPORTANT**

Annie R. French [grantor] of Barton quit claim to Arthur L. Swift of Stanford CT the land described as:

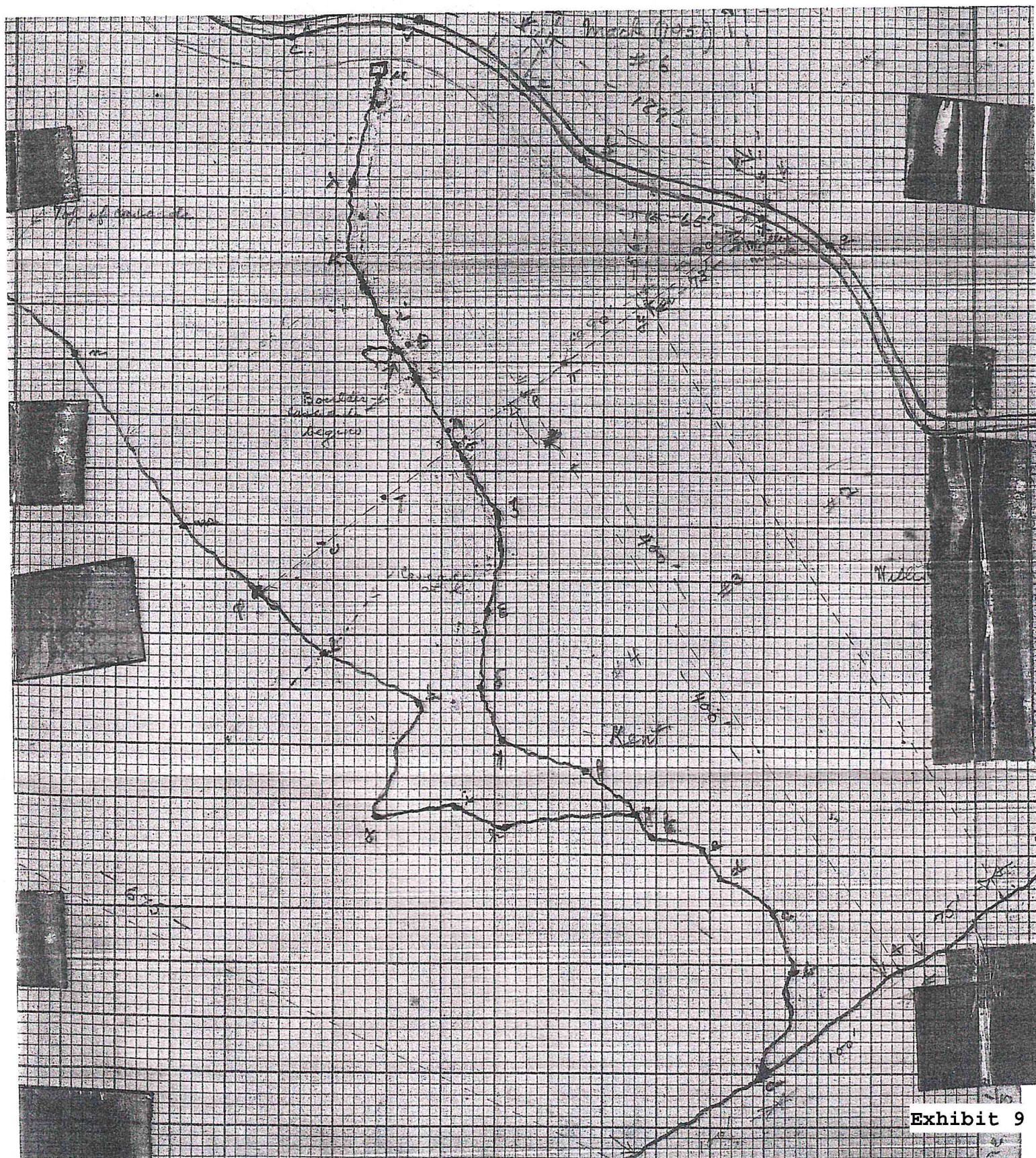
Located on the Westerly shore of Willoughby Lake and being all the land westerly of a line described as follows, starting on the Lake Shore at an iron stake fifty five feet westerly of a drilled boulder slightly easterly of the boathouse of the grantor herein and running north 10 degrees 30 minutes west to the roadway now in use and land lying northerly of said roadway opposite the land of the grantor herein , this being a settlement and agreement between the parties hereto as the line between the parties hereto on the land and it is agreed that said line as above surveyed and the roadway above described is and shall be the true line between the parties hereto.

I concur and agree to the above division lines: Edward M. Collins signed September 4, 1934

15. Book 16 Page 296 Deed 3 Arthur Swift to French September 4, 1934 Iron stake Drilled Boulder 55' DONE

Located on the westerly shore of Willoughby Lake, and being all the land easterly of a line described as follows, starting on the lake (at an iron stake) shore fifty five (55) feet westerly of a drilled boulder slightly easterly of the boat house of the grantee herein, and running north 10 degrees 30 minutes west to the roadway now in use and land lying southerly of said roadway opposite of the land of the grantor herein, this being an agreement and settlement between the parties hereto as to the line between the parties hereto on the line, and it is agreed that said line as above surveyed and the roadway above described is and shall be the true line between the parties hereto.

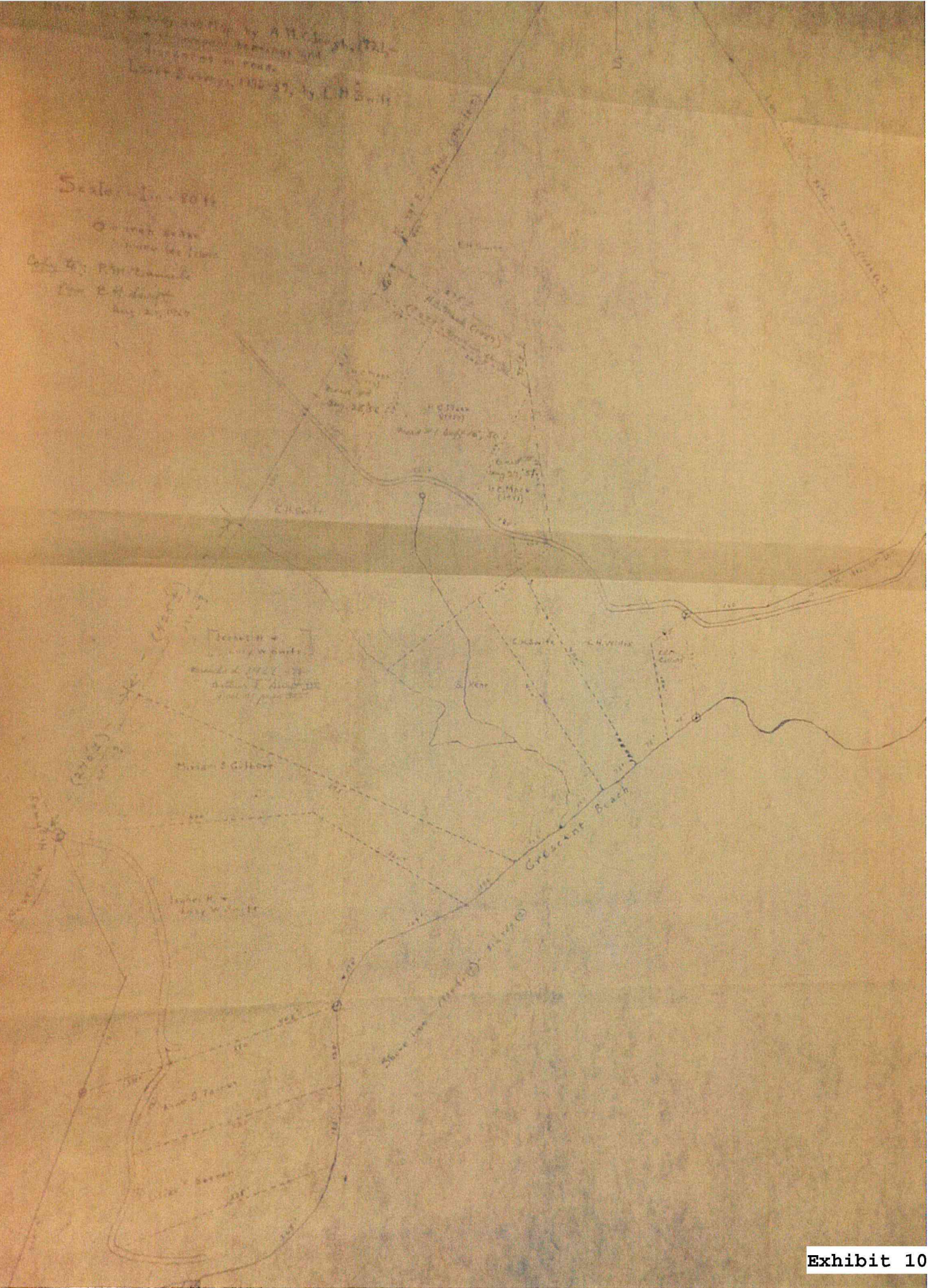
I concur and agree to the above division lines: Edward M. Collins September 4, 1934



Surveyed by A.H. Smith, 1921-22
with original bearings and
distances in feet.
Last change, 1925-27, by C.H. Smith

Scale 1 in. = 10 ft.

○ = iron stake
marked in place
Only to P.M. boundary
from E.H. Smith
Aug. 2, 1927



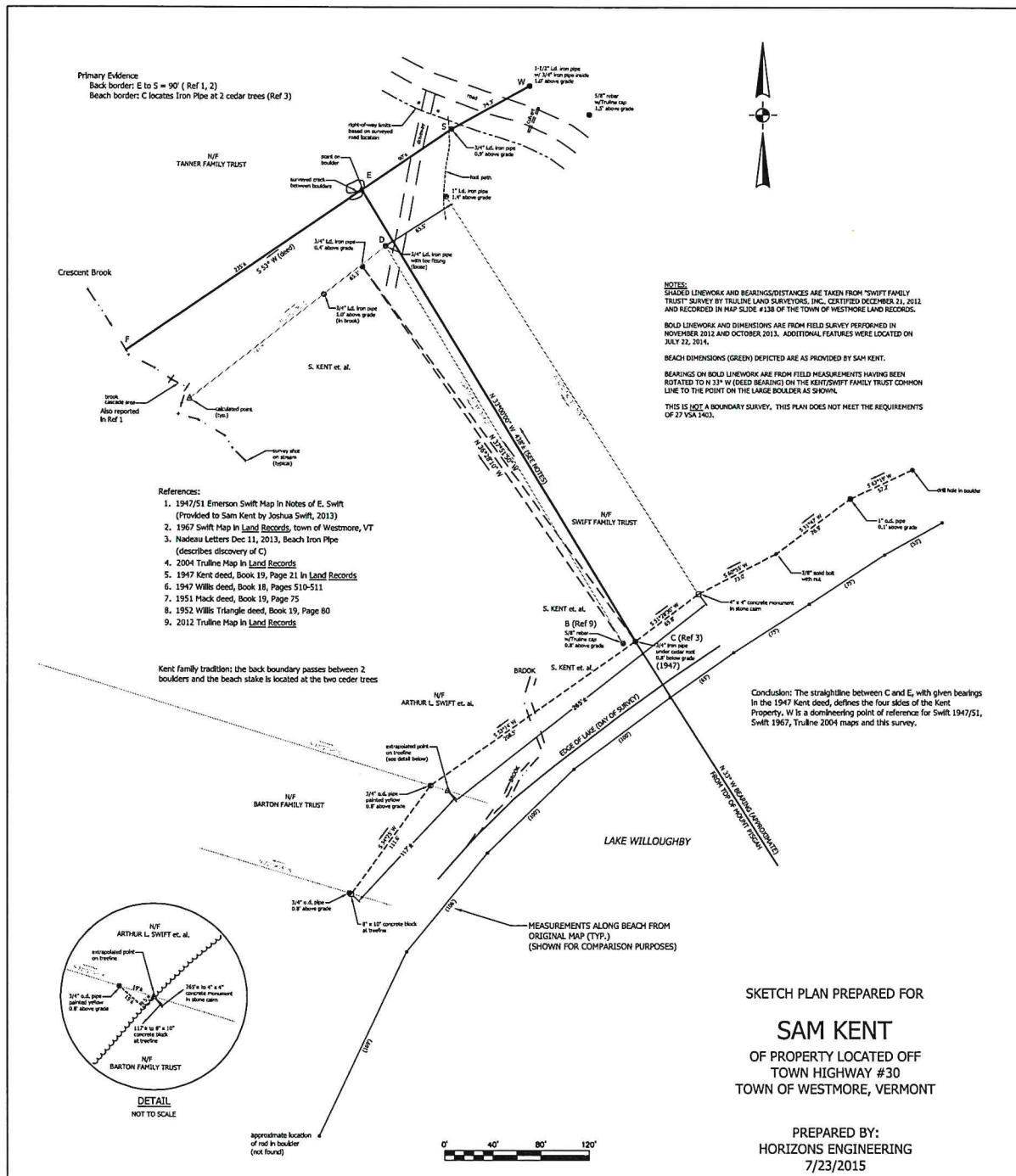




Exhibit 12





Exhibit 14

