

**STATE OF VERMONT, SS.  
SUPERIOR COURT**

**SAMUEL S. KENT, Pro Se**

**Plaintiff**

**v.**

**SWIFT FAMILY TRUST**

**TANNER FAMILY TRUST**

**Defendants**

**CIVIL DIVISION  
NEWPORT UNIT  
DOCKET NO.**

**COMPLAINT**

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COMES NOW, Plaintiff, SAMUEL S. KENT, Pro Se, and states his  
Complaint against Defendants, SWIFT FAMILY TRUST and TANNER FAMILY  
TRUST the following:

**PARTIES:**

1. Plaintiff SAMUEL S. KENT is a resident of Ivins, Utah, and has been so for more than six months preceding the commencement of this action.
  2. Representative for the SWIFT FAMILY TRUST Ethan Swift is a resident of Brandon, Vermont, and has been so for more than 6 months preceding the commencement of this action.
  3. Representative for the TANNER FAMILY TRUST Bruce Tanner is a resident of Barton, Vermont, and has been so for more than 6 months preceding the commencement of this action.
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### **Preface:**

4. The issue at hand is a dispute over two boundaries. The properties are located on Crescent Beach on the west side of Lake Willoughby in the Town of Westmore, Vermont. Because two sides of the Kent lot are defined by the lake and a brook, only two stakes on the termini of a single boundary are required to define the entire property. Plaintiff argues that the common boundary on the beach with the Swift Family Trust lot, hereafter referred to as SFT lot, is defined by Stake C, discovered by surveyor Nathan Nadeau in 2013 as an iron pipe hidden under a 5-inch wide cedar root of a pair of cedars on the tree line of the beach. In the past, members of both Kent and Swift families have held the two cedar trees to mark the common boundary. The second stake, Stake E, which went missing in the early 1970's, is located at the terminus of the Stake C boundary on the back border of the Kent lot which is the common boundary with the Tanner Family Trust lot, hereafter referred to as the TFT lot. The back border is parallel to the beach. Stake E may be located by comparison of the original 1947 and 1967 Swift Maps [held to be correct by the Plaintiff] with the 1970 Brown Map [held to be the correct map by the Plaintiffs]. Most of the subsequent evidence presented by the Plaintiff reveals the deceptive activity over a period of more than 50 years on the part of members of the Swift Family Trust in removing, moving, creating or ignoring as many as 14 survey markers with the intent of encroaching on Kent property. Members of the TFT are a branch of the of the SFT. Deliberate and provable fraud by SFT is not restricted to Kent property. Investigations continue on other properties contiguous with Swift land. A Map Diagram may be found on Page 26. Documents presented here may be seen also at [samkent122.com](http://samkent122.com).

## **FACTUAL ALLEGATIONS:**

### **Property Descriptions:**

5. The properties are located on Crescent Beach on the west shore of Lake Willoughby in the Town of Westmore, Vermont.
6. The Kent beach property [hereafter referred to as the Kent lot] is approximately 1.2-acres and was purchased by Sherrill Kent in 1947 from Emerson H. Swift.
7. The Kent lot has 100 feet of beach frontage extending from Crescent Brook to the SFT lot on the northeast. The common boundary with the SFT lot is in dispute [See Map Diagram, Page 26].
8. The second disputed boundary is the back border of the Kent lot which is contiguous with the TFT lot. The back border is parallel to the beach.
9. The Kent lot is surrounded on 3 sides by property owned by members of the Swift family: the Galvin Swift beach lot to the southwest along Crescent Beach, the SFT lot and the TFT lot.
10. The Kent lot is 4-sided: two contiguous sides are Crescent Beach and Crescent Brook. Only two points are required to define the entire Kent property: the termini of the common boundary between the Kent lot and the SFT lot on the beach and on the other end between the Kent lot and the TFT lot on the back border. These two points will be referred to as Stake C on the beach and Stake E on the Back border.
11. The 1947 Kent deed [Book 19, Page 21] specifies a bearing of S 53 W for the back border between the Kent lot and the TFT lot and N 33 W for the border between the Kent and SFT lots. The deed further states that N 33 W aligns with the summit of Mt. Pisgah. The bearings are not in dispute.

12. Prior to 1988, excepting the Galvin Swift lot on the southwest side of Crescent Brook, SFT had divided the lots surrounding the Kent lot among various Swift family members.
13. In 1988 [Book 27, Page 437], Jean Swift Phinney quit-claimed her portion, which included the present SFT lot, back to the SFT. In consequence, the Kent lot was surrounded by one block of SFT land on the northeast side of Crescent Brook.
14. In 2004, SFT divided the property into two parts: the present SFT lot on the beach and the TFT lot [Book 37, Page 74] on the Kent back border.
15. Along the beach the SFT lot is sandwiched between the Willis lot to the northeast and the Kent lot to the southwest.
16. Crescent Brook marks the Kent southwest boundary on the beach between the Kent and Galvin Swift lots. Both lots have beach frontages of 100 feet, and the common boundary, which is Crescent Brook, is not in dispute.
17. The Kent deed states that the 100-foot Kent frontage extends from the “present mouth of the brook” 100 feet [to the northeast]. The mouth of the brook is not a reliable marker; it has migrated about 7 to 9 feet to the southwest since 1947. If the mouth of the brook were used as a marker, the migration would be increasing the Kent beach frontage and cutting deeply into the Galvin Swift beach.
18. Since the Galvin Swift and the Kent beach frontages on either side of the brook are each 100 feet, it is possible to bypass the potential mouth-of-the-brook problem and establish the location of the northeast boundary of the Kent lot contiguous with the SFT lot.



19. A cairn marks the northeast boundary of the SFT lot on the beach and is not disputed. The cairn, hereafter referred to as Stake R, marks the Swift-Willis common boundary. The terminus of R is Stake R'. [Stake identifications with letters of the alphabet have been assigned by the Plaintiff and are used universally on maps and diagrams to be presented in Court; references to stakes may be seen on the Map Diagram on page 26.]

**Protested SFT Beach Frontage:**

20. In 2012, the Plaintiff discovered and protested the SFT claim to an 81-foot shoreline frontage reported on the 2011 Tax Map for the Town of Westmore. The claimed frontage cut into the Kent lot about 15 feet.
21. Truline Land Surveyors of St. Johnsbury, Vermont, [hereafter referred to as Truline] produced the 2011 Tax Map. The Plaintiff holds that other Truline maps dated 2004, 2009, 2012 and 2014 do not correctly represent Kent property.
22. The 2004 and 2009 Truline maps record a 79.4-foot tree-line frontage for the SFT lot. The 79.4 feet is given by the distance between Stake Q, set by the Defendants sometime after 1991, and Stake R on the Swift-Willis boundary.
23. In the summer of 2012, Spokesman for SFT Joshua Swift acknowledged that Stake Q was an error. SFT attorney David L. Willis, Esq., also acknowledged the error as "clearly wrong" [letter dated October 10, 2012], citing an unpublished and unregistered 1947 E.H. Swift Survey which shows a frontage of 75 feet, although his 1947 map shows an arrow indicating also a frontage of about 65 feet.
24. Subsequently, the Defendants registered a new map in the Land Records of the Town of Westmore hereafter identified as the 2014 Truline Map. The map records 75.0 feet.

25. In the winter of 2012, Truline set an iron rod, Stake B, on the tree line of the beach 75.0 feet from Stake R.
26. While there has never been a survey monument at Stake B, a 1963 Swift deed [Book 21, Pages 60-61] records the first published claim of a 75-foot frontage. The claim was buried in a quit-claim of all Swift property to one Edward Collins who quit-claimed the property back to Emerson Swift for change of title. The occasion also marked a property adjustment: In 1933 Arthur Swift of the previous generation had sold to Collins a beach lot without the beach.

**Posthumous Testimony of Sherrill Kent:**

27. In the early 1970's Sherrill Kent complained that all the Kent stakes had been removed. He repeatedly told immediate and extended family members that the boundary on the beach was at the two cedar trees and that the back border passed between two boulders.

**Testimony of Nancy Duggan, D.D.S.:**

28. Nancy Duggan, D.D.S., an extended member of the Kent family, recalls when she was a little girl Sherrill Kent telling her that the Kent boundary was at the two cedar trees.

**Swift Testimonies:**

29. It may be demonstrated that Emerson Swift used the two cedar trees to measure from the beach to the back border in 1971. Also, about 30 years ago Jean Swift Phinney acknowledged to Plaintiff that the boundary was at the two cedar trees.

**Encroachment by SFT and TFT on Kent Property: [Diagram 1]**

30. The 2014 Truline Map is used as the template to outline the Kent lot in 2018 compared to the lot in 1947 [see Page 26]. The stakes shown are those argued for by the Defendants: namely, Stake A and Stake B. The Plaintiff claims Stakes C and E.

**I. EVIDENCE FOR STAKE C ON THE BEACH:**

**Two Cedars Trees Confirm the Kent-SFT Beach Boundary: [Diagram 2]**

31. On April 24, 2013 the Senior Project Manager, Nathan Nadeau, P.L.S., for Blaise-Horizons Surveying and Engineering of Newport, Vermont, [hereafter referred to as Horizons Engineering or Horizons] discovered an iron pipe hidden under a 5-inch root of the northeast most tree of a pair of cedar trees. The iron pipe is hereafter referred to as Stake C. The surveyed distance across the SFT beach frontage from Stake C to Stake R is 65.8 feet. The discovery of Stake C is documented in a letter from Mr. Nadeau dated December 11, 2013. The 65.8-foot frontage is also corroborated by the 265-foot measurement along the beach for the two 100-foot lots and the SFT lot [Diagram 5].

**Kent Sign Marked 1947 Beach Boundary Line:**

32. About 20 years or more ago, the Plaintiff chained to the two cedar trees a heavy wooden sign inscribed with KENT and underlined with an arrow pointing toward the brook. Members of SFT never protested the location or message of the sign until 2012.

33. The Swifts did not always record stakes in deeds, e.g. "320 feet to the shore...thence ...106 feet along the shore to a cedar tree marked" [Book 18, Page 35, 1941]. There is an iron pipe and a cinder block in place not cited in the deed.

**Attempts by SFT to Obfuscate the Kent-SFT Boundary on the Beach:**

**History of Crescent Beach Lots: [Diagram 3]**

34. According to the 1921 Clough Map, Crescent Beach lots were marked off at the tree line starting at a point on the southwest end of the beach from a survey monument identified as “an iron in a boulder” [IAB]. IAB was last cited in a 1990 Swift deed [Book 28, Page 378]. The map measures  $169 + 106 + 100 = 375$  feet from IAB to the mouth of Crescent Brook. The next lot is the 100-foot Kent lot followed by the SFT lot.
35. Whereas all beach lots on the approximately 750-foot-long Crescent Beach had been measured and sold by 1947, both to the northeast and southwest of the Kent lot, the SFT lot was a remnant.
36. Emerson Swift may have intended the lot to have a 75-foot frontage, as the next two lots to the northeast are also 75 feet. However, Swift represented to purchaser Sherrill Kent the two cedar trees on the beach as marking the boundary. For more than 50 years since the publication of a deed in 1963 [Book 21, Pages 60-61] in the Land Records of the Town of Westmore claiming a 75-foot frontage, members of SFT have gone to extraordinary lengths to buttress their claims.

**Changes in the SFT Beach Frontage: [Diagram 4]**

37. SFT has changed their beach frontage three times: from the original calculated frontage of 57.8 feet in 1947 to 75 feet in the 1971 Swift deed to 79.4 feet on the 2004 and 2009 Truline maps and back to 75.0 feet on the 2012 and 2014 Truline maps after the Plaintiff protested the 79.4' claim.

38. To create the changes in frontage, SFT changed bearings on common boundaries without notifying neighboring owners. The Kent bearing was changed from N 33 W to N 30 13 45 W and then to N 30 53 05 W on the two sets of Truline maps. N 33 W is a stringent bearing which aligns with the summit of Mt. Pisgah.

**10-Foot Shifts Along Beach of SFT Lots: [Diagram 5]**

39. The reference survey monument IAB at the southwest end of Crescent Beach is missing. The absence obfuscates the boundary line between Kent and Swift properties on the beach. Given the 100-foot Kent beach frontage, the distance from IAB to Stake C would have measured 475 feet. The monument would have eliminated the claim of SFT to Stake B and verified Kent Stake C as the original boundary in 1947.

40. Linked to the disappearance of IAB, the two Swift family lots to the southwest of the brook were measured to create a seeming 10-foot shift to increase the SFT lot frontage from 65 feet to 75 feet. The two Swift lots are the Galvin Swift lot, contiguous with the Kent lot on the southwest side of Crescent Brook, and the next lot to the southwest belonging to the Barton family. The shift would carve a 10-foot swath of land from the northeast side of the Kent property while the opposing Kent border, Crescent Brook, remains fixed.

41. The Galvin Swift lot, recorded in a 1941 deed, is the 3rd lot to the northeast from IAB and has a frontage of 100 feet from a "cedar tree marked" [CTM] to the mouth of Crescent Brook. CTM is referenced in 9 Swift deeds from 1941 to 1995. Starting in 1966, in 4 of the 9 deeds it became an iron stake, Stake Y, between the G. Swift and Barton properties. Stake Y is about 15 feet back in the woods behind the tree line. Where the combined frontage for the Kent and Galvin Swift lots is 200 feet, the 2012

Truline Map shows a distance between Stake B and Stake Y of 199.2'. The implication is that Stake B must mark the Kent-Swift common boundary and that, in fact, the SFT frontage is 75 feet, i.e. Stake B is 75 feet from Stake R. There are two problems: First, Stake Y is not on the tree line. Second, Stake Y was pushed up the Galvin Swift bearing -- which is at a 60-degree angle to the beach -- to the point where the distance between Stake B and Stake Y is 199.2 feet. Stake Y could have been pushed further up the bearing to create any distance between Stake B and Stake Y. The third problem is that no cedar trees or remnants thereof are found within 10 feet of Stake Y, i.e. Stake Y is bogus.

42. Extrapolation of the Galvin Swift bearing from Stake Y to the tree line impacts a clump of cedars. The distance from the clump of cedars to Stake R is about 265 feet [2017 Horizons Eng. survey] which would account for the two frontages of 100 feet with a balance of 65 feet remaining for the SFT lot. In corroboration with this observation, the distance between C and R is 65.8 feet [2017 Horizons Eng. survey].
43. The second lot referred to above is the Barton lot on the southwest side of and contiguous with the Galvin Swift lot. The 1921 Clough Map indicates that the beach frontage is 106 feet; 4 deeds between 1941 and 1995 also state 106 feet citing CTM as the common boundary marker between the Barton and the Galvin Swift lots.
44. The 2012 Truline Map indicates a 116-foot frontage for the Barton lot. No registered documentation could be found to justify the 10-foot increase, and since the reference marker, IAB, is missing, there is no way to verify the location of the original stakes. The setup mechanism for fudging the data to claim a 10-foot shift [in a Court contest] is, however, quite transparent.

## II. EVIDENCE FOR STAKE E ON THE BACK BORDER:

### Map Analysis: The 1967 Swift Map Eliminates the 1970 Brown Map: [Diagram 6]

45. Three maps are involved in the contest over the back border: the 1947 Swift Map, the 1967 Swift Map and the 1970 Brown Map.
46. The Defendants may claim that the borders on the 1967 and 1970 maps are one and the same, but that assertion is eliminated by map comparison.
47. The 1947 and the 1967 Swift maps are basically identical with some additional features illustrated on the 1947 map.
48. The 1947 and 1967 maps show a small triangle of land of about 56 feet on an edge that was sold to Clodius Willis in 1952 [Book 19, Page 80] as a cap to the property Willis purchased from Swift in 1947 [Book 18, Pages 510-511].
49. The problem, which is the central core of the present dispute on the back border, arose when Emerson misplaced the Willis Triangle above the back border shown on his 1947 and 1967 maps.
50. In the field, Swift placed the Triangle in the appropriate position, but on his maps the Triangle ended up being placed in the public right-of-way.
51. To rectify the problem, Swift hired surveyor Horace Brown which resulted in the publication of the 1970 Brown Map in the Land Records of the Town of Westmore.
52. The 1970 Brown Map corrected the location of the Willis Triangle, but erred by moving the Kent Back Border with the triangle about 50 feet closer to the beach.  
There was no justification for moving the Back Border.
53. An explanation and resolution of the problem is illustrated in **Diagram 6a**.

**The 1947 Swift Map is Identical to the 1967 Swift Map: [Diagram 7]**

54. In the summer of 2013 Joshua Swift provided Plaintiff Samuel Kent with a copy of the 1947 map taken from the notes of Emerson Swift. The map [hereafter identified as the 1947 Swift Map] is identical to the 1967 Swift Map but with additional markings relevant to the boundary disputes.
55. The 1947 Swift Map reveals two points of reference which establish the original back border and lock in the relationship of the two Swift maps with the Brown map: 1) the Crescent Brook Cascade, and 2) the terminus of the Mack boundary, Stake W. Both points distinguish the original Kent back border on the 1967 Swift Map from the new back border which the Defendants claim on the 1970 Brown Map. The land reference is a natural monument identified as the Crescent Brook Cascade, so named by Emerson Swift. The cascade is about 40 feet below the 1967 back border but in alignment with the new border on the 1970 map. Stake W on the 1970 Brown Map is identified as "Found Ip" which is at the terminus of the Mack Boundary.
56. The Cascade is a small waterfall with a drop of about 4 feet on Crescent Brook. As stated above, the Cascade is about 40 feet closer to the beach than the border on the 1967 Swift Map. The 1967 border extends from the brook in a straight line to Stake S which is aligned with Stake W. The relationship of the Cascade to both borders is confirmed by the 2017 Horizons Engineering survey.

**Resolution of the Willis Triangle Problem: [Diagram 8]**

57. The chronology of additions that Emerson Swift made to his 1947 map reveals how the error evolved. In 1947 he sold lots on either side of the present SFT lot to Sherrill Kent and Clodius Willis. Four years later in 1951 he sold a lot to George Mack [Book



19, Page 75]. As shown on the previous diagram, extrapolation of the FES boundary intersects the Mack boundary at Stake W [making the two lines the shape of a hockey stick]. The next year in 1952 Swift sold the triangle of land to Willis.

58. An unambiguous statement in the land description of the 1951 Mack deed establishes the exact location of the Willis Triangle [stated also on the diagram]: “Thence S 7 degrees E, a distance of 249 feet to a point opposite the northernmost corner of the lot on the south side of the right-of-way now owned by Clodius Willis.” [emphasis added]. The point “opposite” as may be seen on the 2017 Horizons survey is across the road.

**Attributes of the 1967 Swift Map along the Border:**

59. As shown in Diagram 6, four survey points are illustrated across the back border: F in the Crescent Brook, E which is taken to be the northern corner of the Kent lot in 1947, S which is taken to be the northern corner of the Swift lot in 1947 and W which appeared as the terminus of the Mack boundary in 1951.
60. Stakes F and E are missing. Stakes S and W are present.
61. Stake S is thought to be a remnant of the original back border, because it appears to have no present function, i.e. S is 6.5 feet away from S’ which is a designated point on the 2004 Truline map defining the Swift-Willis boundary on the public ROW.
62. The 1947 and 1967 Swift maps show the boundary to be parallel to the beach. The distance from Stake C on the beach to missing Stake E on the border is 438 +/- feet, and the distance from Stake R to Stake S is 436.5 feet [see 2017 Horizons Survey].
63. It may be noted here that Emerson Swift wrote distances of 400 feet from beach to back border – which cannot be!

64. The distance between Stake S and Stake E on both Swift maps is 90 feet.
65. The Kent back border proper would be between the missing Stake F in Crescent Brook and the missing Stake E.

**Discovery of the Missing Stake F: [Diagram 9]**

66. A Survey Traverse Locates the Original Back Boundary: The 1970 Swift deed [Book 22, Page 29] placed a stake, Stake G, on the F' D border. The Land Description in the deed states: "thence from said iron pipe down the brook 258 feet and thence continuing in a straight line near and approximately parallel with said brook 59 and five-tenths feet to an iron pipe driven into the ground, said iron pipe being South 59 degrees East from where said *last mentioned boundary line* leaves the brook [emphasis added]. The points of information are complementary. First, measurement to a tenth of a foot suggests two stakes, i.e. Stake F was present. Second, the Survey Traverse locates the position of missing Stake F: The 2017 Horizons survey provides EF and ED bearing and distances; the 1970 and 1971 Swift deeds provide bearings and distances for DG and GF. Path EF and Path EDGF place the original Stake F in a 5-foot diameter circle at the intersection of the back border with Crescent Brook – exactly where Stake F is expected to be! Third, the "last-mentioned boundary line" may be interpreted as an acknowledgement of the original Kent back border F to E. Fourth, both Stakes F and G are now missing. Fifth, the incriminating paragraph is deleted from subsequent deeds including the 2004 Tanner deed which transferred title of the property above F' to D to the Tanner Family Trust.

### **A Perfect Bearing Fit: [Diagram 10]**

67. Both the 1947 and 1967 Swift maps show a measurement of 90 feet between the position of missing Stake E and Stake S.
68. The 1947 Kent deed records only two bearings; N 53 W on the back border and bearing N 33 W from the beach to the back boundary which is “an extenuation of a line passing along the summit of Mt Pisgah”.
69. The point of Intersection of the two bearings: The 2017 Horizons Engineering survey finds that the line passing from the summit of Mt Pisgah through Stake C on the beach on bearing N 33 W and a line passing 90 feet from Stake S on bearing S 53 W intersect between two boulders. Thus, Stake E is a perfect bearing fit satisfying both the criteria in the Kent deed and the assertions of Sherrill Kent.

### **III. SUPPLEMENTARY ARGUMENTS:**

70. The preceding arguments secure Stakes C and E. The following arguments are supplemental and further eliminate the Defendants’ claims to Stakes B, D and A and the 2014 Truline Map. In addition to the manipulation of survey monuments on the beach, additional revelations suggest deliberate instances of chicanery on the back border.

### **Saturation of the Back Border F’ to D with Stakes:**

71. From 1970 on members of SFT exchanged lots among one another and registered deeds in the Land Records [1970, 1971, two in 1973, 1988, and 2004] thus saturating the [new] border on the 1970 Brown Map with stakes: G, L, L’, D and one designated point, F’, in the brook. Another stake, Stake A was added in 2012. Thus, claim to the F’ to D border was reinforced with six markers. Defendants hold that Stake A [or Stake D] represent the northeast corner of the Kent property. The 1971, 1973a, 1973b and 1988

deeds all stress in the last sentence of 4 identical Land Descriptions: "The two iron pipes near the water's edge being 75 feet in a straight line distant from each other."

#### **Information Deduced from Stake D:**

72. On the 2014 Truline Map the terminus Stake B is Stake D; the first published reference to Stake D may be found in the 1971 Swift deed [Book 2, Page 295].
73. Prior to the Discovery of Stake A SFT claimed that Stake D represented the northeast most corner of the Kent lot.
74. The 2014 Truline Map shows a B to D distance of 384.1 feet. [This is the same distance as recorded for the discredited Stake Q which claimed a 79.4' SFT beach frontage.]
75. The 1971 deed records 388.5 feet from an unspecified point on the beach to Stake D.
76. The 2017 Horizons survey reports a distance between C and D of 388.1 feet.
77. If 388.5 and 388.1 are accurate to a tenth of an inch, the difference may be accounted for by the 4- to 5-inch distance between the cedar tree and Stake C [a minor point].
78. *The implication: In 1971 Emerson Swift measured to D starting from the two cedar trees. Therefore, he acknowledged that the two cedar trees marked the common boundary.*

#### **The Story about Stake D and Stake A:**

79. In late June of 2013 Walter Bartlau found Stake D as an L-shaped iron rod buried in the debris beside the road. It was not visible above ground level. Two weeks later it had been replaced by an upright pipe with a fitting at the end. It was loose and could be turned in place. Bruce Tanner, Joshua Swift, Walter Bartlau, and Sam Kent met at

the site. Tanner and Swift said Stake D could be removed -- apparently in favor of Stake A which had been discovered by Shane Clark of Truline in the fall or winter of 2012. The Plaintiff declined and left Stake D in place.

80. Stake D was on the bank by the side of the road -- at eye level from a vehicle -- and would have been found by Sherrill Kent or another family member and disputed decades ago. For decades it had been well-hidden in the leaf detritus.

**Why the Defendants Prefer Stake A to Stake D:**

81. Stake A is to the southwest of Stake D and would cut about 25 feet into the Kent lot.
82. Stake A also satisfies a very necessary criterion from the 1947 and 1967 Swift maps, namely the 90-foot section from E to S on the back border. On the 2014 Truline Map the distance from A to D is 25.83 feet; the distance from D to R' is 64.08 feet.
83. Thus, the A to D distance of 90.63 feet [2017 Horizons survey] mimics the 90-foot E to S section on the 1947/1967 Swift maps.
84. A boundary from Stake A to D would cut through the useable portion of the Kent property including a new building constructed on a former building footprint.
85. Truline has surveyed the A to D boundary line. Two balsam trees, which provided a line-of-sight over the top of the building to Stake A, were cut down on Kent property in the spring of 2013 judging by the relatively fresh condition of the trees in June.

**Elimination of the 2014 Truline Map: [Diagram 11]**

86. The 90-foot ADR' mimicry of the original 90-foot section on the Swift maps suffers several problems. The ADR' bearing is S 50 W compared to the original bearing of

S 53 W [a minor point]. Stake A is eliminated primarily by its failure to satisfy the Kent deed, namely that any bearing must pass through the summit of Mt. Pisgah.

87. The relationship of bearings to the summit of Mt. Pisgah may be established by using 1) the formula for the circumference of a circle, 2) the distance between Crescent Beach and the summit of Mt. Pisgah which is 2.77 miles [source Google Earth] and 3) the deviation of the BD, BA, and CA bearings from N 33 W. The Plaintiff finds that the impact points for lateral distances from the summit are: BD [540 feet], BA [886 feet] and CA [1,240 feet].
88. If the Defendants insist that Stake D is valid, the assertion requires that the Defendants concede to the validity of Stake C [which seems secured anyway].
89. But, Stake D is eliminated with the 1970 Brown Map. Stake D is also eliminated by the Emerson Swift's 12.5% Factor [below].

#### **All Truline Maps are Invalidated:**

90. Given that the 1970 Brown Map is the root of all Truline Maps and that the Brown Map is invalidated by the aforementioned arguments, it follows that all Truline maps are also invalidated as representations of the Kent boundary lines.

#### **Emerson Swift's Approximated and Exact Boundary Lengths:**

91. The approximation of distances, recorded in the 1947 Kent deed authored by Emerson Swift, are inconsistent with the accuracy Emerson Swift recorded in the contemporary 1947 Willis deed and on the 1947 Swift Map. The Kent deed reports a distance of "approximately 400 feet" from the beach to the back border. Four hundred feet are also reported from beach to back border on his 1947 and 1967 maps. He reports a

distance along the Kent back border of “approximately 190 feet”. One hundred and ninety feet do not even reach the brook.

92. Horizons Engineering reports a distance from Stake E to Crescent Brook of 235 feet.

The Survey Traverse found 231 feet. On the 1947 Swift Map is a faint [as though erased] distance of 200 feet between the Spring Brook and Crescent Brook [see Diagram 7]. Using 200 feet as a scale, the Stake E to Stake F distance is 238 feet. Emerson Swift knew exactly the distance from E to F in 1947, but he did not record that distance in the Kent deed. His motives become clear with the 12.5% factor.

93. Another example of the accuracy of Emerson Swift’s measurements is given by the distance reported between Stake R and R’ in the 1947 Willis deed [Book 18, Pages 510-511] which is 392 feet. The 2004 Truline Map reports 390.9 feet. Swift could have reported all accurate distances in the Kent deed but did not!

#### **The 12.5 % Factor: [Diagram 12]**

94. Emerson Swift altered boundary lengths by 12.5 % -- perhaps based on the division of 100 into 8 parts. The Diagram summarizes Swift’s boundary changes relevant herein.

#### **Altered Mack Boundary Lengths: [Diagram 13]**

95. From 1950 to 1967 Swift sold 4 parcels of land to George Mack. Three of the parcels were located along and on the other side of the public ROW from the beach lots.

96. The frontage of the first 3 parcels sold between 1950 and 1956 were 250, 189 and 125 feet, totaling 564 feet.

97. In two stages the frontage decreased from 564 to 533 and from 533 to 468 feet. The first stage may be deduced from the 1950 [Book 19, Page 62] and 1951 [Book 19, Page 75] deeds, the second from the 1967 Swift Map.
98. The first deed in 1950 granted 250 feet of frontage on the public ROW, Old Cottage Lane. The second deed in 1951 granted 189 feet but reduced the 250-foot frontage by 31 feet to 219 feet, i.e. a reduction of 12.4 % [31.25 feet would correspond to 12.5% but was rounded off]. The third deed in 1956 [Book 20, Page 328] granted 125 feet. The 1967 Swift Map indicates a total frontage of about 468 feet which represents a 12.2 % reduction [466.5 would represent 12.5%]. Overall frontage was reduced by 17%.
99. The 4<sup>th</sup> parcel sold to Mack in 1967 [Book 21, Page 434] on the back property shows a 60-foot long boundary in the deed which is reported on the 1967 Swift Map as 50 feet.

**Altered Kent Boundary Lengths on the Beach and Back Border: [Diagram 14]**

100. The SFT lot frontage: The Swifts claim their frontage is 75 feet between Stake B and Stake R. Horizons Engineering found the distance between Stake C and Stake R to be 65.8 feet. Invoking the 12.5% factor:

Where BR = 75.0 feet and CR = 65.8 feet

Calculation of % change:  $[75.0 - 65.8] / 75.0 = 0.123$  or 12.3 %

Using Theoretical 12.5%:  $0.125 \times 75.0 = 9.375$

CR =  $75.0 - 9.375 = 65.6$  feet

Thus, CR [measured] = 65.8 feet; CR [calculated] = 65.6 feet

Swift *increased* CR by 9.375 feet to create 75.0 feet.



101. The 75-foot claim shown on the 1947 Swift Map has additional markings. Two arrows span 75 feet. Scaled, a vertical arrow to the left appears to be Stake Q which was 81 feet from Stake R. A second vertical arrow identifies Stake C about 65 feet from Stake R. Clearly, Emerson Swift and/or some members of the Swift family understood the beach frontage was not 75 feet!
102. Finally, although the mouth of the brook is migrating along the beach to the southwest, a 75-foot frontage is defeated because 175 feet [which includes the Kent 100 feet] does not fit between Stake R and the present mouth of the brook.
103. The CE Boundary to the TFT lot: [Note: 438 feet appears to have been divided into 9 parts of 48.66 feet as can best be surmised to unravel Emerson Swift's thinking.]

CD = 388.1 feet [2017 Horizons Eng. survey]

CD = 388.5 feet [1971 Swift deed]

CE = 438 feet [2017 Horizons Eng. survey]

Calculation of % Change:  $[438-388.3]/388.3 = 0.128$  or 12.8 %

Using Theoretical 12.5%:  $1.125 \times 388.3 = 437$  feet.

Thus, CE [measured] = 438 feet; CE [calculated] = 437 feet

This represents a *decrease* in CE by 48.7 feet to create 388.3 feet

#### **Statistical Analysis of Changes in Boundary Length and**

#### **the Illegal Manipulation of 14 Monuments: [Diagram 15]**

104. Six sets of data from Emerson Swift's boundary changes yield a linear xy plot of initial *versus* final boundary lengths. Correlation Coefficients range from zero [meaningless data] to 1.0 where a high Correlation Coefficient indicates that the data

is meaningful, consistent and based on a single set of principles. The Correlation Coefficient for the 6 data points is 0.99409. The conclusion follows that Swift's changes in boundary length were deliberate and premeditated.

105. The Plaintiff has discovered that over a period of more than 50 years SFT has created, moved, removed or ignored 14 survey monuments relating to encroachment on Kent property – an activity that is not restricted to Kent property.

### **COUNT I-DECLARATORY JUDGMENT**

#### **ACTION TO QUIET TITLE**

106. Paragraphs 1 through 105 above are re-alleged and incorporated herein by this reference.
107. Defendants Swift Family Trust and Tanner Family Trust have caused surveyors Horace Brown and Truline Land Surveyors to create and record in the Town of Westmore Land Records maps which reflect inaccurate boundaries, including the Kent lot and which unlawfully encroach on the Kent lot.
108. Plaintiff requests that all maps previously recorded, and which reflect inaccurate boundaries of the Kent lot, be declared invalid and that such maps be ordered removed from the Town of Westmore Land Records.
109. Defendants have created deeds that encroach on the Kent property through inaccurate descriptions of the lands conveyed by such deeds.
110. Plaintiff requests that the Court issue a corrective Deed to be registered in the Town of Westmore Land Records to settle this boundary dispute for all time.

111. Plaintiff requests that the Court order a map of the Kent lot be prepared reflecting the property description in the Court's corrected deed to be recorded in the Town of Westmore Land Records.

## **COUNT II-FRAUD**

112. Paragraphs 1 through 111 are re-alleged and incorporated herein by this reference.

113. Over a period of several decades the Defendants have created, removed, moved or ignored 14 survey monuments to encroach on Kent property. The most prominent follow:

114. Defendants deliberately removed a reference monument at the southwest end of the beach, identified as a "rod in a boulder" in deeds, the removal of which obfuscated all original boundaries on the beach including the disputed boundary line between the Kent and Swift Family Trust lots.

115. Defendants illegally moved a survey stake on the northeast boundary of the Galvin Swift property to shift the Kent beach frontage to the southwest and increase the Swift Family Trust beach frontage from 65- to 75-feet.

116. Defendants illegally repeated the 10-foot shift on the Barton beach lot which is immediately to the southwest of the Galvin Swift lot.

117. Defendants knowingly and illegally created a false back boundary by removing the Kent Stake F from the "last mentioned boundary line" and then eliminated the incriminating paragraph in subsequent deeds to hide the evidence.

118. Defendants illegally altered boundary lengths by 12.5% on both the Kent lot and a neighboring lot now owned by Joan Woods.

### **COUNT III-RESTORATION**

119. Paragraphs 1 through 118 are re-alleged and incorporated herein by this reference.
120. The Plaintiff requests that all survey monuments be corrected, re-established or removed to represent the true boundaries on the Kent property and along Crescent Beach.
121. The Plaintiff requests that the original iron in a boulder be restored to its original position for the benefit of future beach-lot owners and to restore the efficacy of the 1921 Clough Map [it is noted here that a suspect, approximately 8-foot long by perhaps 1.5-foot square obelisk-shaped piece of granite was observed lying on the beach about 20-25 years ago and has since disappeared].

### **COUNT IV-ATTORNEY AND SURVEYOR FEES**

122. Paragraphs 1 through 121 are re-alleged and incorporated herein by this reference.
123. The Plaintiff requests that the above be completed under the supervision of an attorney for the Plaintiff and surveyor Nathan Nadeau of Horizons Engineering, Inc., Newport, Vermont, or another surveyor selected by the Plaintiff if Mr. Nadeau is not available, all to be completed within a reasonable time as stipulated by the Court and with all attorney and surveyor fees and other for the above to be borne by the Defendants.

### **COUNT V-COMPENSATION TO PLAINTIFF**

124. Paragraphs 1 through 123 are re-alleged and incorporated herein by this reference.

125. The Plaintiff and Walter Bartlau have invested 5 years of research and 1000's of hours to unravel a very complex land issue involving fraud, deception and intentional manipulation to encroach on Kent land.
126. The Plaintiff and family are victims of the *totally unilateral actions* taken by the Defendants to defraud Plaintiff and family of their land.
127. The Plaintiff has spent \$25,000 in out-of-pocket expenses to date.
128. The Plaintiff requests that the Defendants be ordered to compensate the Plaintiff for \$25,000 and any additional legal costs.

WHEREFORE. Plaintiff, SAMUEL S. KENT, respectfully requests that the Court.

- A. Award him compensatory and consequential damages against Defendants.
- B. Award him exemplary damages against Defendants.
- C. Order the correction of deeds and maps.
- D. Determine the correct boundary lines of his property for the registration of a map.
- E. Award him attorney's and surveyor's fees and costs.
- F. Take such other actions as are required in the interests of fairness and justice.

**PLAINTIFF REQUESTS TRIAL BY JURY**

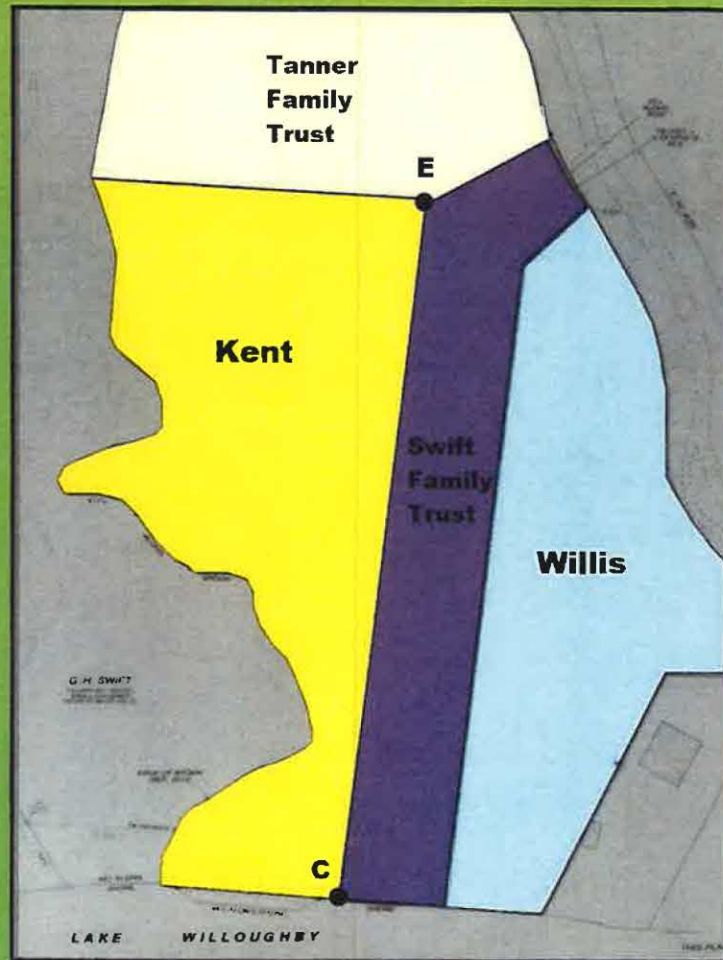
Respectfully Submitted,

SAMUEL S. KENT

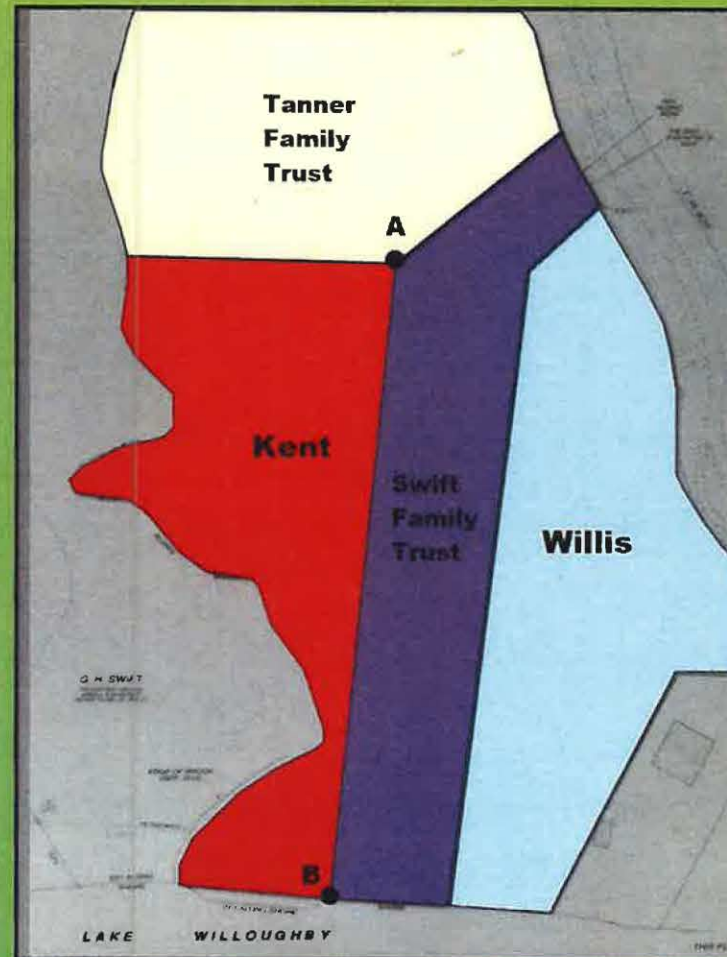
Pro Se

Contact Information: Samuel Sherrill Kent, 140 Tuacahn Drive Res. #28 Ivins, Utah 84738,  
435-275-7349 or cell 802-624-3152, samkent122@hotmail.com and from June to September:  
466 Old Route 5A, Westmore, VT 05860 cell 802-624-3152

**Kent Property in 1947**



**2014 Truline Map**





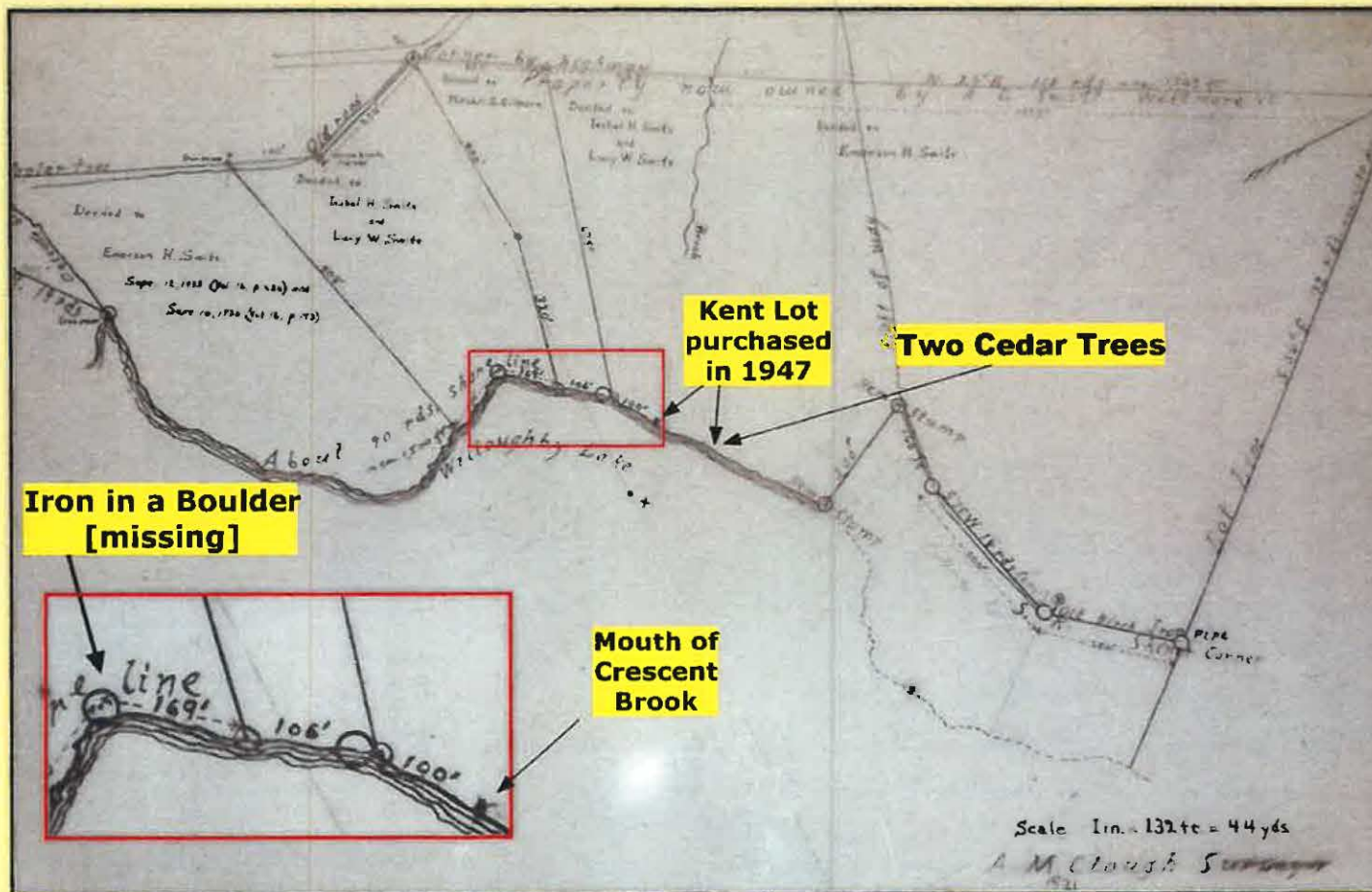
**Diagram 2: Using a Schonstedt Magnetic Locator, surveyor Nathan Nadeau, L. S., of Horizons Engineering discovered an iron pipe under a 5-inch root of one of two cedar trees traditionally held to mark the common boundary between Kent and SFT beach lots. The finding of Stake C represents 50% of the dispute. The distance between Stakes C and R is 65.8 feet in agreement with 65 feet estimated in Diagram 5.**

### Stake C at Two Cedar Trees





**Diagram 3:** The 1921 Clough Map is the provenance of the lots first marked off along Crescent Beach. The 3 lots: 169, 106 and 100 feet are still owned by members of the Swift family. The reference monument, an "Iron in a Boulder," was cited in 3 Swift deeds dated 1941, 1988 and 1990. The boulder is now missing. The presence of this major reference point would quickly and unambiguously reveal the Kent-SFT boundary at the two cedar trees which was held by members of both families to mark the boundary. When the Plaintiff asked about 30 years ago, Jean Swift Phinney acknowledged the two cedar trees as the boundary. Emerson Swift measured the distance from the beach to Stake D starting from the two cedars.





**Diagram 4:** The purpose of this exhibit is to illustrate the cavalier attitude of the Swifts in changing and recording survey parameters in the Land Records without consulting their neighbors. Their beach frontage changed from a calculated 57.8 feet in 1947 to 75 feet in 1971 to 79.4 feet in 2004 and back to 75 feet in 2012 after the Plaintiff protested SFT's claim to a 79.4-foot frontage [81 feet on the shoreline]. Both Kent and Willis 1947 deeds were ignored. The Kent deed states clearly that their boundary aligns with the summit of Mt. Pisgah. The records were effectively being changed unilaterally. There is also the issue of the professional standards of Truline Land Surveyors who were involved in these and several other questionable survey judgments which are inconsistent with original records.

## How Swifts Changed their Beach Frontage from 1947 to Present

### Principle of Analysis:

$$X \text{ Feet}_{\text{arc}} = \frac{2\pi r \mu}{360^\circ} = X \text{ Feet}_{\text{chord}}^*$$

\* to 5 significant figures, 10.45424 vs 10.45392  
arc chord

### Where:

$r$  = radius in feet = average of BD and RR'

$\mu$  = angle in degrees subtended by BD and RR'

X Feet = chord length of angle  $\mu$  for radius  $r$   
chord

$$BR = DR' + X \text{ Feet}_{\text{chord}} = 64.7' + 10.45' = 75.15'$$



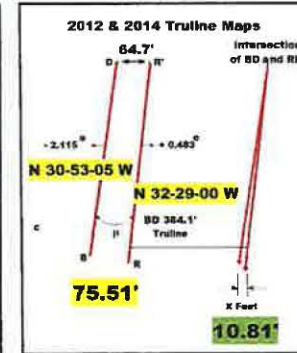
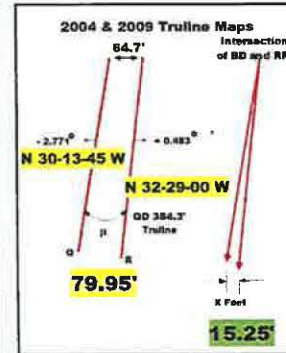
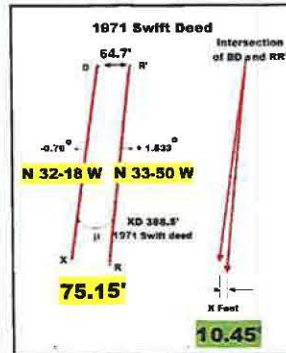
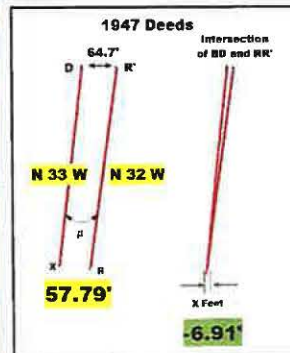
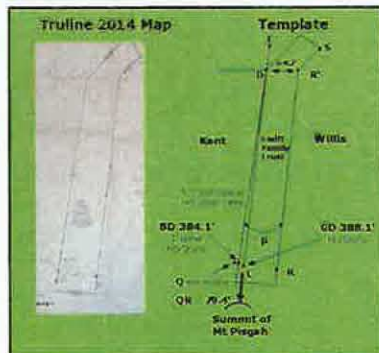
$c = X \text{ Feet}_{\text{chord}}$

$a = X \text{ Feet}_{\text{arc}}$

$c = a$

Date	Radius $r$ [(BD) + (RR')]/2	Angle BD - RR'	D to R'	X Feet	B to R Calculated	B to R Recorded
1947 Deeds	396'	-1	64.7'	-6.91'	57.79'	—
1971 Swift deed	390.7'	1.533	64.7'	10.45'	75.15'	75'
2004 (09) Truline maps	387.6	2.254	64.7'	15.25'	79.95'	79.4'
2012 (14) Truline maps	387.5'	1.599	64.7'	10.81'	75.51'	75.0'

Sources:  
1947 Willis deed Book 18, Pages 510-511.  
1947 Kent deed Book 19, Page 21  
Swift 1971 deed Book 22, Page 295  
Truline 2004, 2009, 2012 & 2014 maps

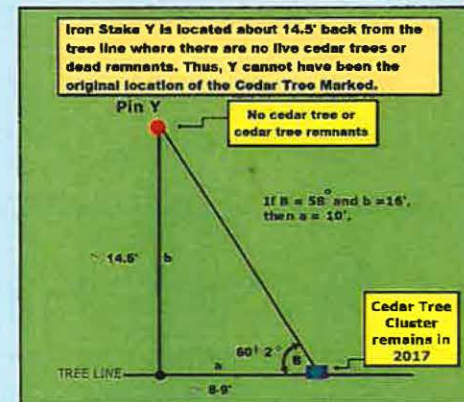
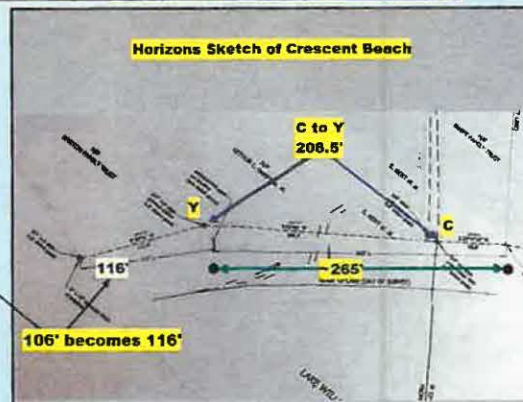
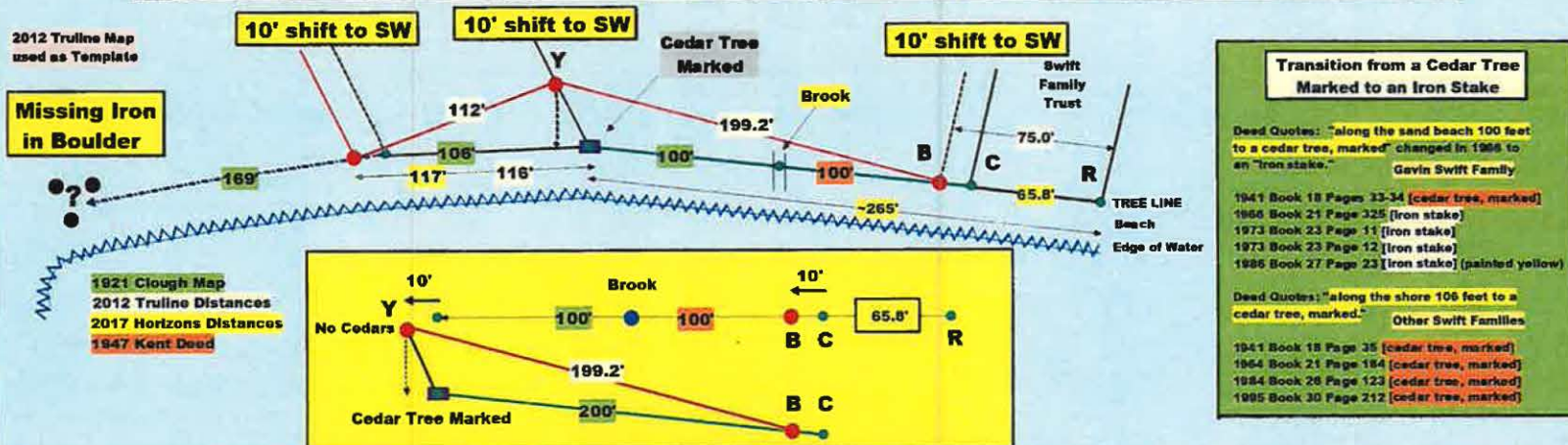




**Diagram 5:** This exhibit illustrates how SFT removed the main reference monument at the southwest end of the beach and then shifted two of their lots 10 feet by creating bogus stakes to increase their SFT beach frontage from 65 to 75 feet. The most notorious of these stakes is Stake Y which evolved from a "cedar tree marked" on the tree line of the beach to an iron pipe about 15 feet back in the woods where there are no cedar trees or remnants of cedar trees. The stake was moved up the boundary to the point where the distance between Stake Y and Stake B was 199.2 feet to mimic the 200 feet across the Kent and G. Swift frontages. The original cedar tree marked is 265 feet from the northeast border of the SFT beach lot which allows for two 100-foot lots with the remainder of about 65 feet for the SFT lot. The distance from Stake C to Stake R is 65.8 feet.

## Court Exhibit: How SFT Increased Their Beach Frontage By 10 Feet

- The 1921 Clough Map records 3 distances between "an Iron in a Boulder" and the brook: 169', 106' and 100'.
- It is mentioned in 3 Swift deeds: 1941 Book 18 Pages 33-34; 1988 Book 27 Page 322; 1990 Book 28 Page 378.
- The "Iron in a Boulder" disappeared from Swift property about 15-20 years ago; it served as a reference point.



**Diagram 8:** The relationship of the 1967 Swift Map to the 1970 Brown Map is confirmed by the 2017 Horizons survey. Two points of reference orient the two maps: the Crescent Brook Cascade and Stake W. The Cascade is about 40 feet below the back border on the 1967 map. It is aligned with the border on the 1970 map. There is a notable difference in the position of the Willis Triangle on the two maps. It is above S on the 1967 map and below S on the 1970 map. Both the triangle and the border were lowered together on the 1970 map, but there was no justification for lowering the border. The change in the position of the border is the source of the present dispute. As shown by the 2017 Horizons survey, the triangle was misplaced in the public right-of-way on the map. It was placed correctly in the field.

**1967 Swift Map**

**Compare**

**1970 Brown Map**

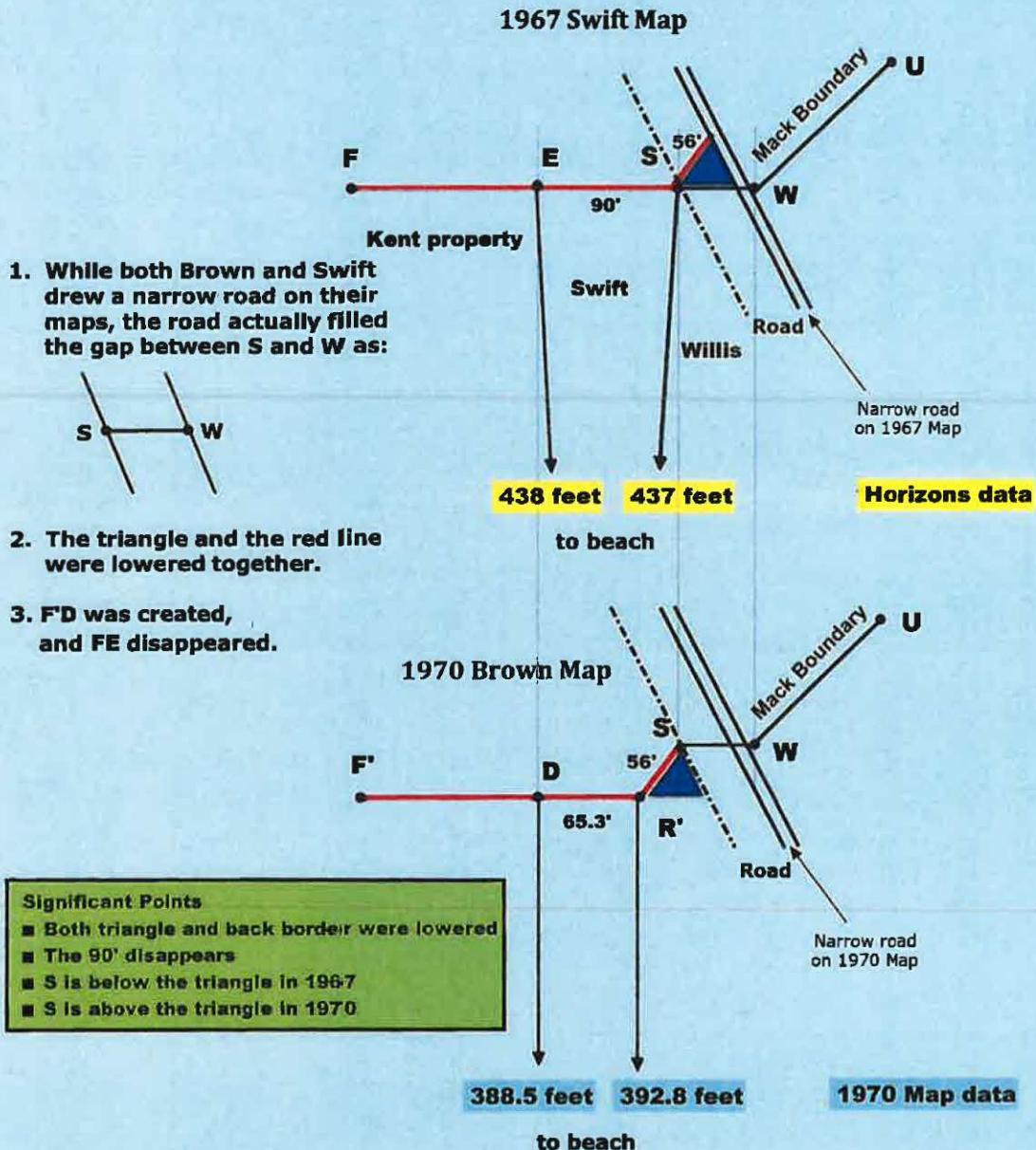
**2017 Horizons Survey**





**Diagram 6a: The Willis Triangle was misplaced in the public right-of-way on Emerson Swift's 1947 Map and carried over to the 1967 map. Both the triangle and the back border were erroneously lowered together to create the 1970 Brown Map. There was no justification for lowering the FES border.**

## How the 1970 Brown Map Evolved



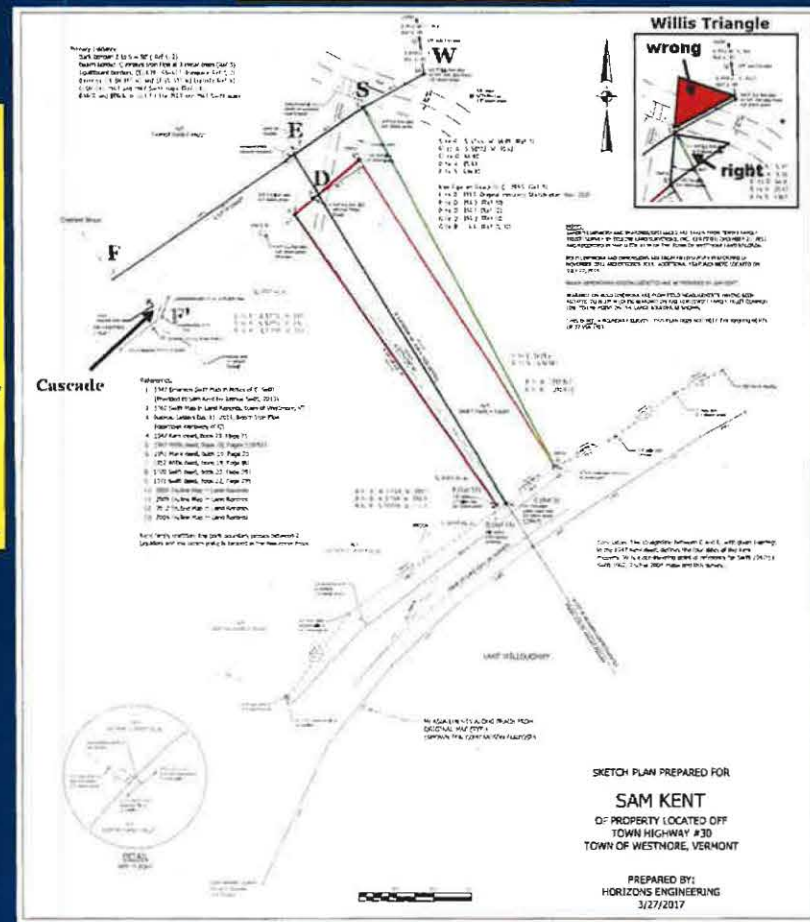
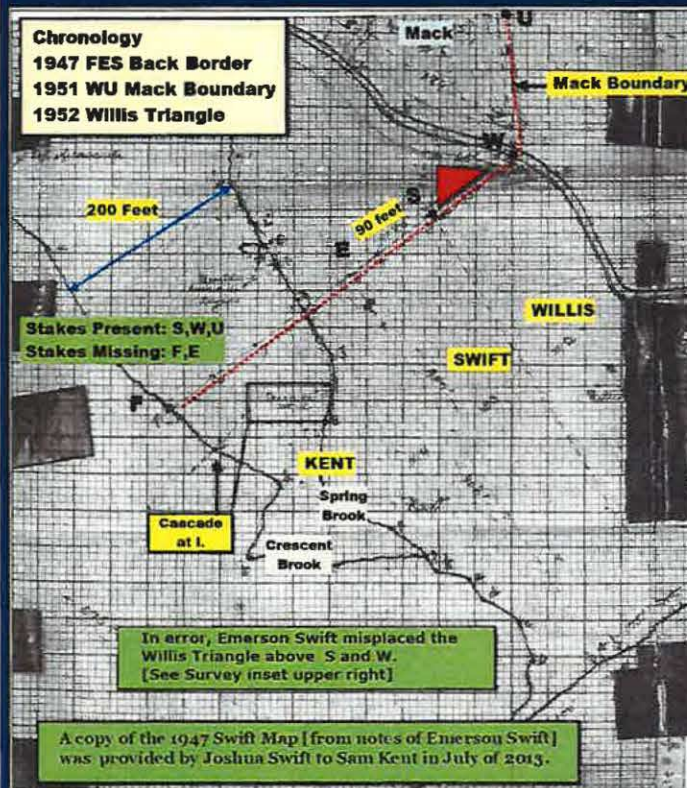
**The error is explained by the Chronology of Events: The back border was set in 1947. The Mack Boundary was established in 1951. The triangle was sold to Willis in 1952 and wrongly placed in the public right-of-way up against a narrow road. The road actually filled the space between Stakes S and W as shown on the 2014 Truline Map.**



**Diagram 7: The dispute over the location of the back border may be resolved independently by the 1947 Swift Map. The Defendants hold that the back border is between F' and D on the 2017 Horizons Eng. survey. Two points of reference refute the that claim: the location of the Crescent Brook Cascade and the location of the Mack WU boundary or more specifically Stake W. The confusion arose from the misplacement of the Willis Triangle five years after the original construction of the 1947 map. Emerson Swift placed the triangle *above* the border in the public right-of-way. The 1970 Brown Map attempted to correct the error by moving both the triangle and the border about 50 feet closer to the beach. There was no justification for lowering the border. Simple inspection of the map and survey shows that the original Kent border is located between Stakes F and E both of which disappeared in the early 1970's and on the 1970 Brown Map.**

## 2017 Horizons Survey

## 1947 Swift Map





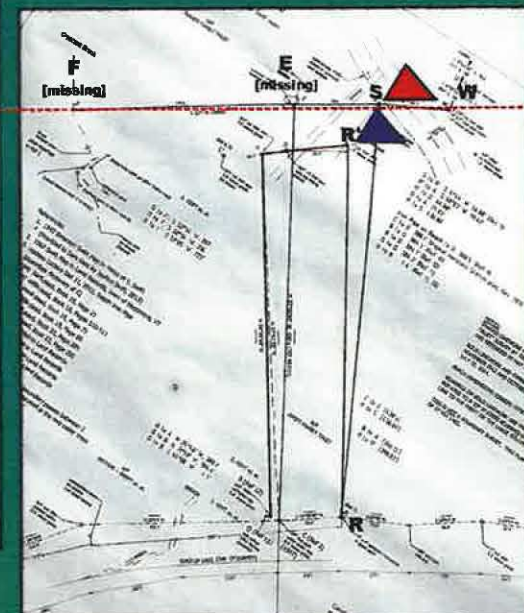
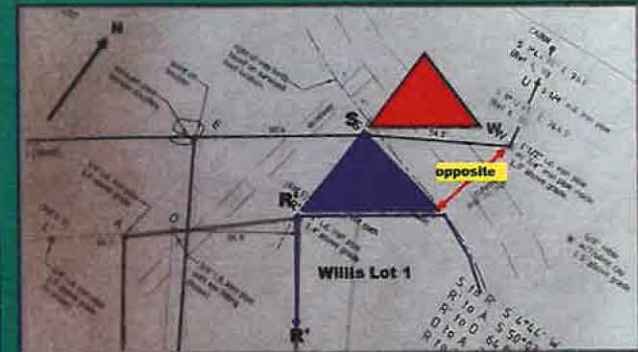
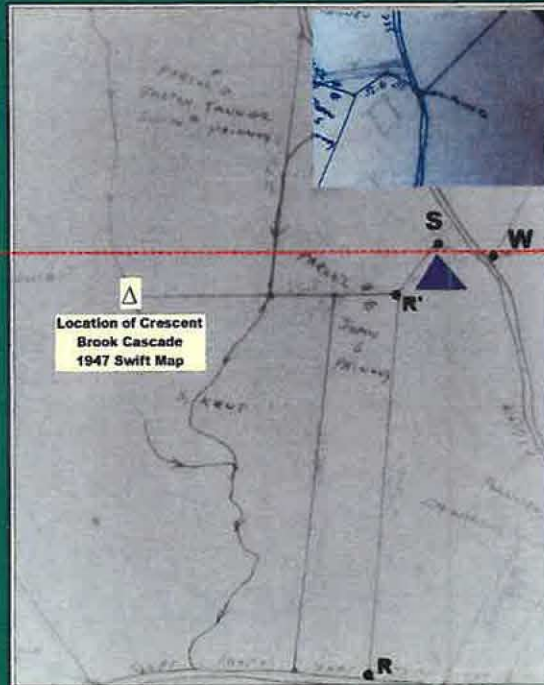
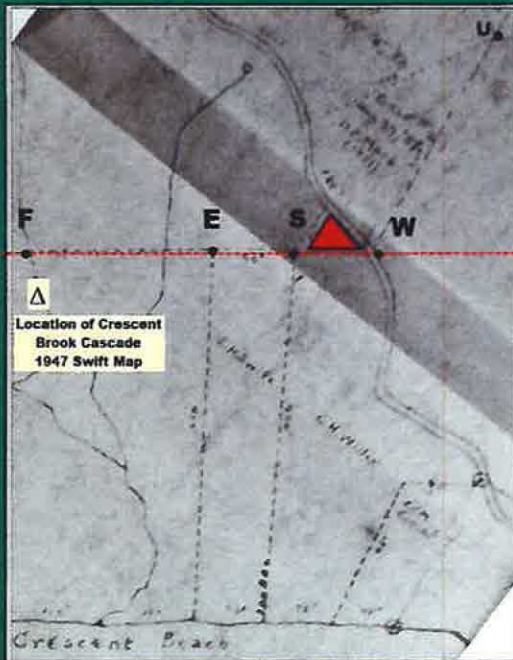
**Diagram 8:** The Willis Triangle of land was sold to Clodius Willis by Emerson Swift in 1952 five years after Swift created his 1947 map. Swift placed the triangle correctly in the field, but on his 1947 map he misplaced it above the back border in the public right-of-way. In 1970 he had surveyor Brown move both the triangle and the Kent back border about 50 feet closer to the beach. This error is the source of the present dispute. There was no justification for moving the border. Simple map inspection confirms the Plaintiff's assertion that the original border is FE. The 1951 Mack deed clarifies the correct location of the triangle [see double red arrow]. All three deeds cited below are perfectly consistent. Again, the flaw is the placement of the triangle above FESW.

## Resolution of the Willis Triangle Problem

**1951 Mack Deed [ Book 19, Page 75] "Thence S 7 degrees E, a distance of 249 feet to the north edge of the public right-of-way to a point opposite [across the road from] the northernmost corner of the lot on the south side of the right of way now owned by Clodius H. Willis." [parenthesis added] [see arrow on diagram at far right]**

**1952 Willis Triangle [Book 19, Page 80] "Thence S 5 degrees W, a distance of 56 feet, to the north west corner of the above-mentioned previously deeded lot [describes S to R]."**

**1947 Willis Deed [Book 18, Pages 510-511] "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 [describes R to R']."**





**Diagram 9:** This Exhibit reveals that the author of this deed, presumably Emerson Swift, 'slipped' in writing the "last mentioned boundary," because the incriminating paragraph disappears in subsequent land descriptions including the 2004 Tanner deed. The "last mentioned boundary" is, very likely, the original back boundary claimed by the Plaintiff. The Traverse pinpoints Stake F and corroborates Sherrill Kent's assertion that it had been removed. Three independent measurements for the distance from E to F are in close agreement. The precision of 59.5' to a tenth of an inch is consistent with a measurement between two stakes, one of which was at the "last measured boundary".

## Bogus Monument G Reveals the Original Location of Stake F

### The Incriminating Paragraph

"...thence from said iron pipe down the brook 258 feet and thence continuing in a straight line near and approximately parallel with said brook 59 and five-tenths feet to an iron pipe driven into the ground [Stake G], said iron pipe being South 59 degrees East from where said *last mentioned boundary line* [Stake F] leaves the brook" ... [parenthetical information and emphasis added]

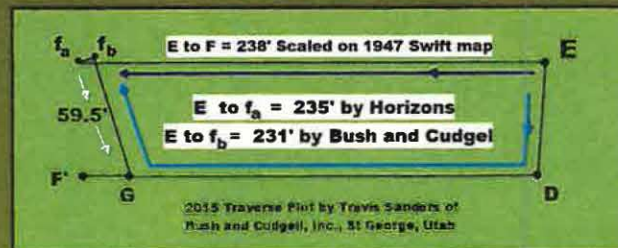
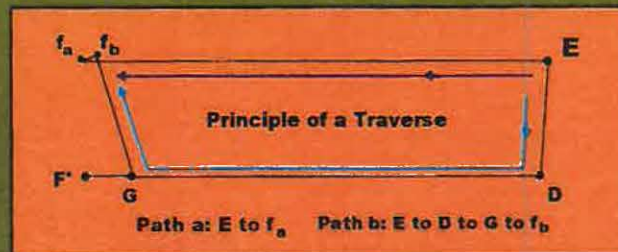
1970 Swift deed [Book 22, Page 291]

The 1970 deed says that G "was set". Since the distance between F and G was 59.5 feet, F was probably present in 1970 to measure that distance to a tenth of a foot. Both stakes are missing in 2014, and the section above referring to the 59.5' is missing in the 2004 Tanner deed.

### Data Sources:

Path A: 2017 Horizons Survey  
Path B: Bearing and distance for ED [Horizons]  
DG and GF [Swift 1970 & 1971 deeds].

### Two independent paths localize the original stake F

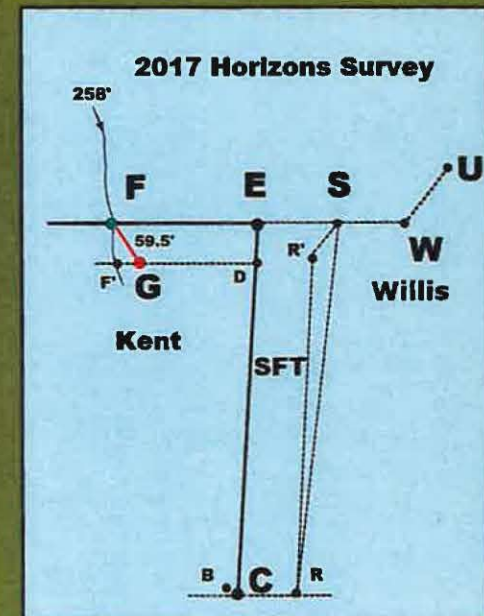


### Independent Measurements of E to F

EF = 235' from the 2014 Horizons Engineering Survey  
EF = 238' scaled from the 1947 Swift map  
EF = 231' from the 2015 Traverse by Bush and Cudgel, Inc. Travis Sanders  
In the 1947 Kent Deed Emerson Swift reported "approximately 190 feet".

EF = 235'  
Measured

EF = 238'  
Scaled



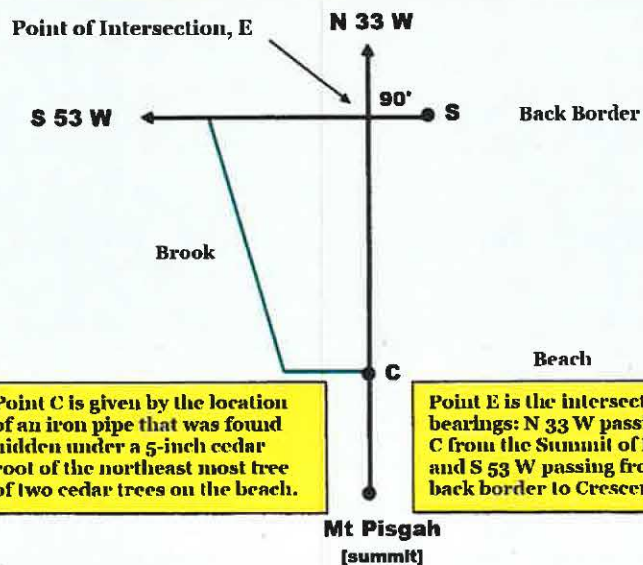
**Conclusion:** The "last mentioned boundary" coincides with the location of  $f_b$  which is 231 feet from Stake E or no more than 4 feet from Crescent Brook. Given that the Defendants removed the incriminating paragraph from future land descriptions, and given that Stake G is missing, it is most probable that the boundary referred to was, in fact, the original Kent back boundary.



**Diagram 10:** The two bearings in the 1947 Kent deed intersect at a point 90 feet from Stake S. This observation is consistent with the attributes of the 1947 and the 1967 Swift maps, both of which show a 90-foot section between boundary lines on the back border. The Kent property is defined on the north side by a border from Stake C on the beach to Stake E on the back border. Stake E is missing, but Stake S is present. When all the Kent stakes disappeared in the early 1970's, Sherrill Kent repeatedly told his family that the back boundary passed between two boulders. The upper picture shows the point on the tape 90 feet from Stake S. The bearing S 53 W passes through the 1-foot gap between the boulders as shown in the lower picture.

### A Perfect Bearing Fit

The 1947 Kent Deed [Book 19, Page 21] provides two bearings: N 33 W from the beach and S 53 W along the back border. The Point of Intersection of the two bearings is at missing Stake E which is located between two boulders.



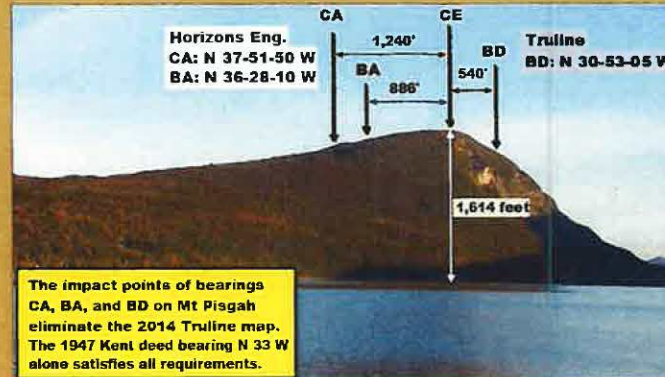
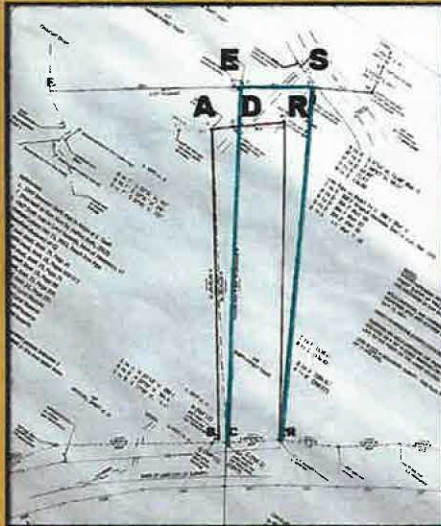
The Point of Intersection [an alternative view point]: The Kent deed provides two bearings: N 33 W and S 53 W. N 33 W passes from the summit of Mt Pisgah through Stake C on the beach to some point on the back border. Using Stake S, which is present, and measuring 90 feet along the S 53 W bearing, the point of intersection with the bearing from the beach turns out to be located between two boulders. If either of the bearings varied by 1 or 2 degrees the assertions of Sherrill Kent and the attributes of the Swift maps would fall. This might be described as a perfect bearing fit.





**Diagram 11: The 2014 Truline Map is eliminated by Bearing Failure.** The 1947 Kent deed specifies that the N 33 W bearing from the beach to the back border align with the summit of Mt. Pisgah. The Swift claim to Stake A is eliminated by the CA and BA bearings which impact 886 and 1240 feet distant from the summit. BD impacts at a point 546 feet from the summit. The conclusion follows that the ADR' segment on the 2014 Truline Map is a failed mimic of the original 90-foot section between E and S on the 1967 Swift Map.

March 27, 2017 Sketch of Kent-Swift Properties by Horizons Eng.



The distance from C at two cedar trees to Mt Pisgah peak: 2.77 miles or 14,600'. The 1947 Kent deed states: N 33 W is an "extension of a line passing through the summit of Mt Pisgah."

**Method:**

$$Q = \frac{2 \pi r \Delta}{360^\circ}$$

**Where:**

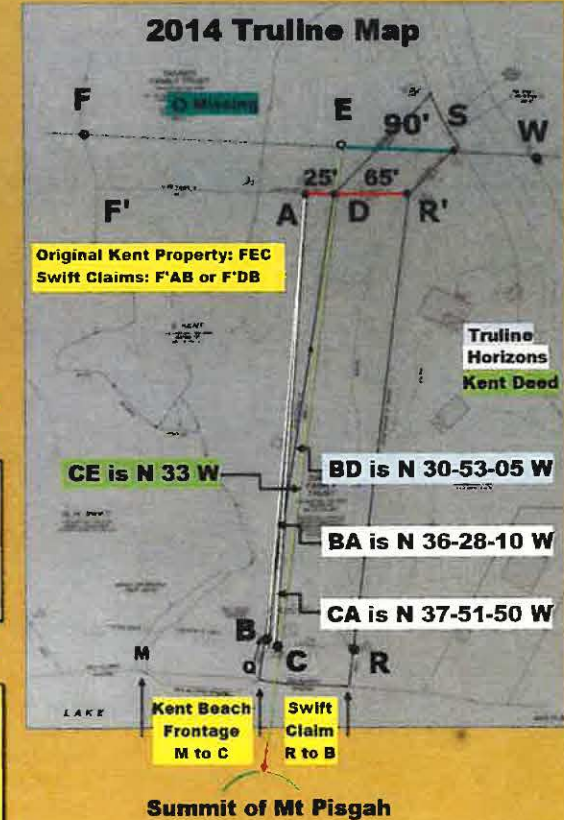
Q = Lateral Distance from Peak

r = radius = 14,600 feet [beach to peak]

Δ = difference in degrees from CE

The surface elevation of the lake is 1,171 feet. The height of Mt Pisgah is 2,785 feet.

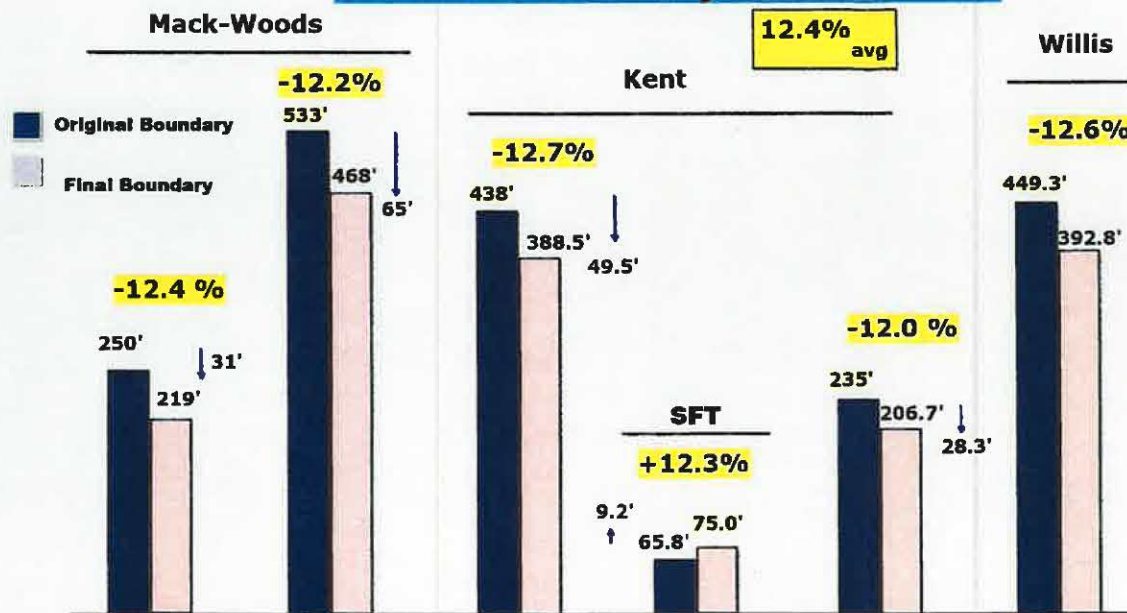
The 1947 Kent deed [Book 19, Page 21] states that N 33 W is an "extension of a line passing through the summit of Mt Pisgah" [a natural monument]. The distance from C on the beach to the peak of Mt Pisgah is 2.77 miles or 14,600 feet [Google earth]. The 1947 Kent bearing is satisfied by CE but not by the 2014 Truline map bearings: CA, BA or BD. A was discovered by Shane Clark of Truline Surveyors in 2012 when Q was withdrawn and B was set. The severe bearing disqualification of A also renders invalid the 90-foot A to R mimicry on the 2014 Truline map [see left] of the 90 feet from S to E on the 1947 & 1967 Swift maps. A is bogus as is the 2014 Truline map.





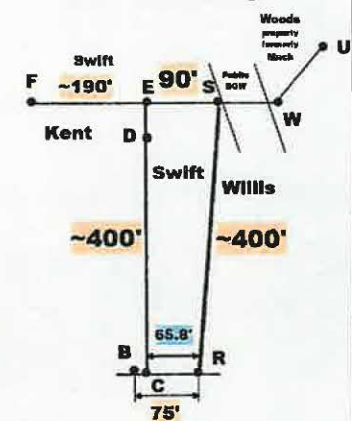
**Diagram 12:** This diagram summarizes the six instances in which Emerson Swift altered the boundary lengths of various properties. The pink bar is the final length registered in his deeds and on his maps. The blue bar is the correct length. Four are of primary interest: the Kent and Mack-Woods boundaries. The average of 12.4% reduction or increase in the boundary is consistent with 100 units divided into 8 parts or 12.5% per part. The Kent back border is reduced 12.0% but not as a function of Swift's 12.5% Factor. Curiously, the Willis Triangle is also a 12.5% Factor and open to speculation. Two Mack and two Kent boundary reductions were deliberate.

## Summary of Emerson Swift's 12.5 % Boundary Reductions

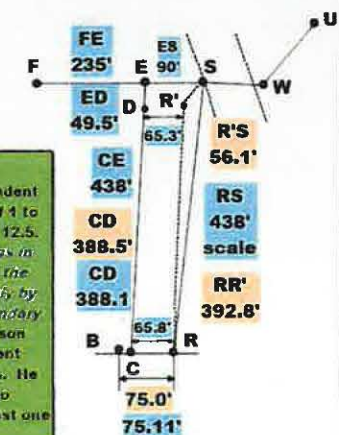


Data: Horizons Engineering  
Data: Emerson Swift/Tulline

### 1967 Swift Map



### 2014 Horizons Survey



### The 12.6% Factor

An average of 12.4% for 6 independent measurements suggests a scale of 1 to 0 wherein 100 divided by 8 equals 12.5. 12.5% reductions for an increase as in the case of 66.8 feet to 75 feet on the Swift beach may be generated only by knowing the original and final boundary lengths which suggests that Emerson Swift intentionally wrote up the Kent deed with approximated distances. He introduced later maps and deeds to partition sections of Kent and at least one other property.

### Three Kent Boundaries:

1. The 100-foot beach frontage [C to Brook]: Swift sought to compromise the 100-foot Kent beach frontage by increasing his adjacent beach frontage 12.3% from 66.8 feet to 75' feet.
2. The long border [CE]: Swift entered "approximately 400 feet" [CE] in the Kent deed and on his 1947 & 1967 maps. He also indicated the RS leg was ~400 feet suggesting equidistant CE and RS legs. In fact, Horizons Eng. surveyed distances of 438' and 437' for CE and RS, resp. Then, in the 1971 Swift deed the 438' long CE border was shortened 49.5' or 12.7% to a new CD border 388.5' long.
3. The back border [EF] to Crescent Brook: Swift entered "approximately 190 feet" in the Kent deed which does not even reach the brook, yet a 200-foot scale on his 1947 map reveals the distance to be 238' compared to Horizons surveyed 235' and the Sander's Traverse of 231'. The reduction is 12.0% based on EF vs. DF' distances.



**Diagram 13: Emerson Swift reduced the Mack frontage on Old Cottage Lane in two stages: the first was a reduction of 250 feet to 219 feet in the 1950 and 1951 deeds [12.5% loss]. The second was a reduction of 533 to 468 feet which may be calculated from the 2004 Truline Map [12.2% loss]. The overall loss was 96 feet or 17%. The change in the 4th Parcel was a reduction from 60 feet in the deed to 50 feet on Swift's map. The feet justifiable 96 foot addition along Old Cottage Lane would cut right across the right-of-way to four SPT lots and significantly into the Phinney lot. The same errors are found on the 2011 Tax Map prepared by Truline for the Town of Westmore.**

## 12.5 % Reductions in Mack-Wood Frontage on Old Cottage Lane

### Mack Boundary Reduced Twice by 12.5% Factor

Emerson Swift sold 4 parcels of land to George Mack from 1951 to 1967. Three parcels fronted on Old Cottage Lane. Parcel 1 was sold in 1950. When the second parcel was sold in 1951, the deed said that C was 344 feet from A, rather than 375 feet thus shortening the original 250 foot of frontage to 219 feet. The 1967 Swift and 2004 Truline maps reveal a second reduction to 468 feet [12.2% reduction]. The overall reduction in frontage on Old Cottage Lane was reduced by 17%. The 4th parcel was inland from the road; border was reduced from 60 feet in the deed to 50 on the 1967 Swift Map (see right).

Parcel 3	Parcel 1	Parcel 2	Frontage	
A 125' B 250' C 189' D			564 feet	250' 12.4 %
125' 219' 189'			533 feet	219' 31'
125' 154' 189'			468 feet	

Pequin / Swift SW ← SC

250 + 125 = 344

Thus,  $\frac{250 - 219}{250} \times 100\% = 12.4\%$

#### Mack Deeds:

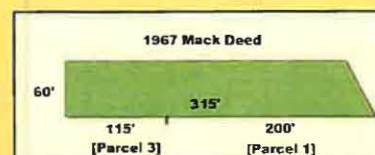
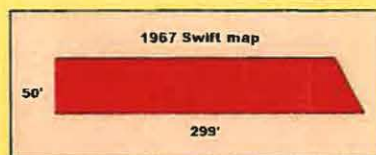
1950 Book 19, 62 (Parcel 1): "thence (from C) along the right-of-way 250 feet to the point of beginning (B), said point being 125 feet southeast of the property between Pequin and Swift (A)."

1951 Book 19, 75 (Parcel 2) "Beginning at a point (C)...being located 344 feet along the right-of-way between the property of Pequin and Swift (A)...said point (C) also marks the southern corner of (Parcel 1)..."

#### The 12.5% Factor

12.5% is thought to be the theoretical value used by Swift to modify other boundaries. 1 part in 8 for 100 feet is 12.5 feet. Here, 31.25 feet corresponds to 12.5% but was simply rounded off to 31 feet. Not all changes in boundary length follow the 12.5% rule, but all changes are to Swift advantage. Afford boundaries affect the properties of Kent, Swift, Tanner, Phinney, Willis and Wood. Steven's farm abutting Swift is yet another issue.

### 1967 Swift Map Description of 1967 Mack Deed Parcel 4 A Boundary Reduction of 16.6%



**Transcription of 1967 Mack Deed**  
Being a parcel of land on the West side of Willoughby Lake which adjoins on the north three lots previously deeded by Emerson H. Swift to the said Grantee, Harold C. Mack, Lot #1, deeded September 15, 1950; Lot #2, deeded August 27, 1951; and Lot #3 deeded August 28, 1956. The said parcel of land is described as follows:

Beginning at the northwest corner of Lot #3, at a point on the long western boundary line of the Swift property, about 250 feet north of the public right of way through said Swift property; thence in a southeasterly direction, about 300 feet along the north line of Lot #3 and Lot #1 to an iron stake, which stake also marks the north apex of the triangular Lot #2, whose southern line is the public right of way above mentioned; thence in a northwesterly, about 75 feet along a northward extension of the eastern boundary of Lot #2; thence in a westerly direction, parallel to the north line of Lot #1 and Lot #3, about 275 feet to the long western Swift boundary line above mentioned; thence in a southerly direction, a distance of 80 feet along the said boundary line to the point of beginning [the distance showing on the 1967 Swift map is 50 feet]. The parcel of land herewith deeded comprises two-fifths (2/5, more or less) of one acre. Along the western is specifically reserved, however, a vehicular right of way three rods (about 60 feet) wide, in effect a northward extension of the vehicular right of way reserved by the grantor in the deed to Lot #33, dated August 28, 1956.

Parcel 1: [Book 19, Page 62] "Thence E 29 S a distance of 200' "  
Parcel 3: [Book 20, Page 328] "Thence E 29 S a distance of 115' "



### 2004 Truline Map Swift Encroachments on Mack-Wood Property



**Explanation:** The purple line represents the Truline distance (377 feet). Added to that is 92 feet which is scaled from the ROW 49.5 feet. Thus, the total frontage is 377+92 = 469 feet. The total frontage should be 125+250+189 = 564 feet. The missing frontage is 96 feet. The purple section rightfully belongs J. M. Wood.



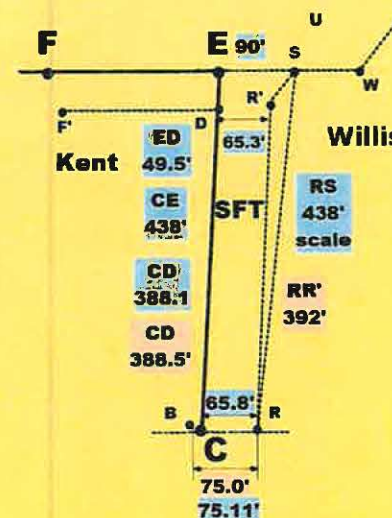
**Diagram 14:** Emerson Swift approximated the lengths of boundaries in the 1947 Kent Deed. Except for the 100-foot frontage on the beach, he wrote "approximately" 400 feet from beach to back border and "approximately" 190 feet along the back border. This weakness in the Kent deed would allow Swift to encroach on the Kent property in the future which he did with the publication of the 1963 and 1971 deeds and the claim of a 75-foot SFT beach frontage and 388.5 feet from the beach to the back border. Application of the 12.5 % Factor reveals the original boundaries to be 65.8 feet and 438 feet, respectively.

## The 12.5% Factor Reveals the Original 1947 Kent Boundary Lengths

### 2017 Horizons Survey

Data: Emerson Swift/Trulline

Data: Horizons Engineering



### Swift Family Trust CR Beach Frontage

BR = 75.11' [Horizons]

BR = 75.0' [Trulline]

CR = 65.8' [Horizons]

Calculation:

$$\frac{75.11 - 65.8}{75.11} = 0.124$$

Using theoretical 12.5%

$0.125 \times 75.0' = 9.375'$

$CR = 75.0' - 9.375' = 65.6'$

CR = 65.8' Measured CR = 65.6' Calculated

### CE Boundary

Data:

CD = 388.1' [Horizons]

CD = 388.5' [1971 Swift deed]

CE = 438' [Horizons]

Calculation:

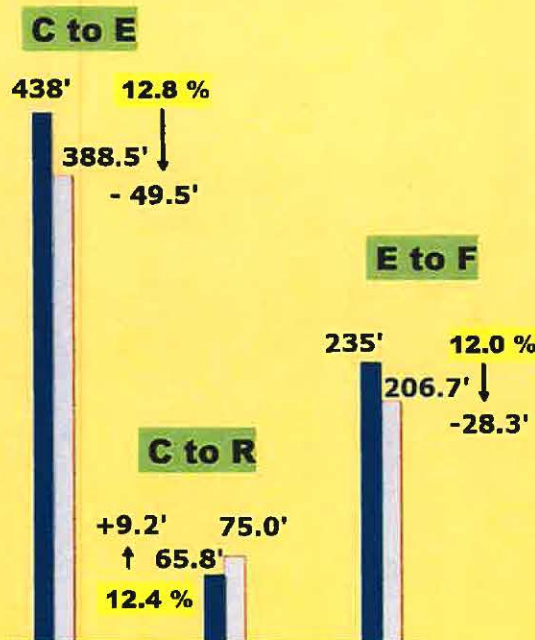
$$\frac{438 - 388.3}{388.3} = 0.128$$

Using theoretical 12.5%:

$1.125 \times 388.3 = 437'$

Thus:

CE = 438' Measured CE = 437' Calculated



### Kent EF Back Boundary

Given a Valid CE Boundary, EF is an Automatic Calculation

Note: "approximately 190 feet" [1947 Kent deed] is far short of the brook.

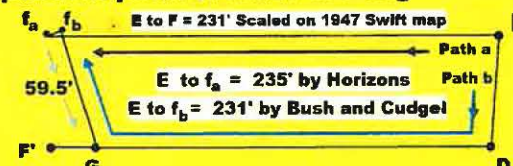
EF = 235' [2014 Horizons Survey]

EF = 238' [scaled from the 1947 Swift map]

EF = 231' [2015 Traverse-Bush and Cudgell, Inc. Travis Sanders]

EF = 235' Measured EF = 238' Scaled

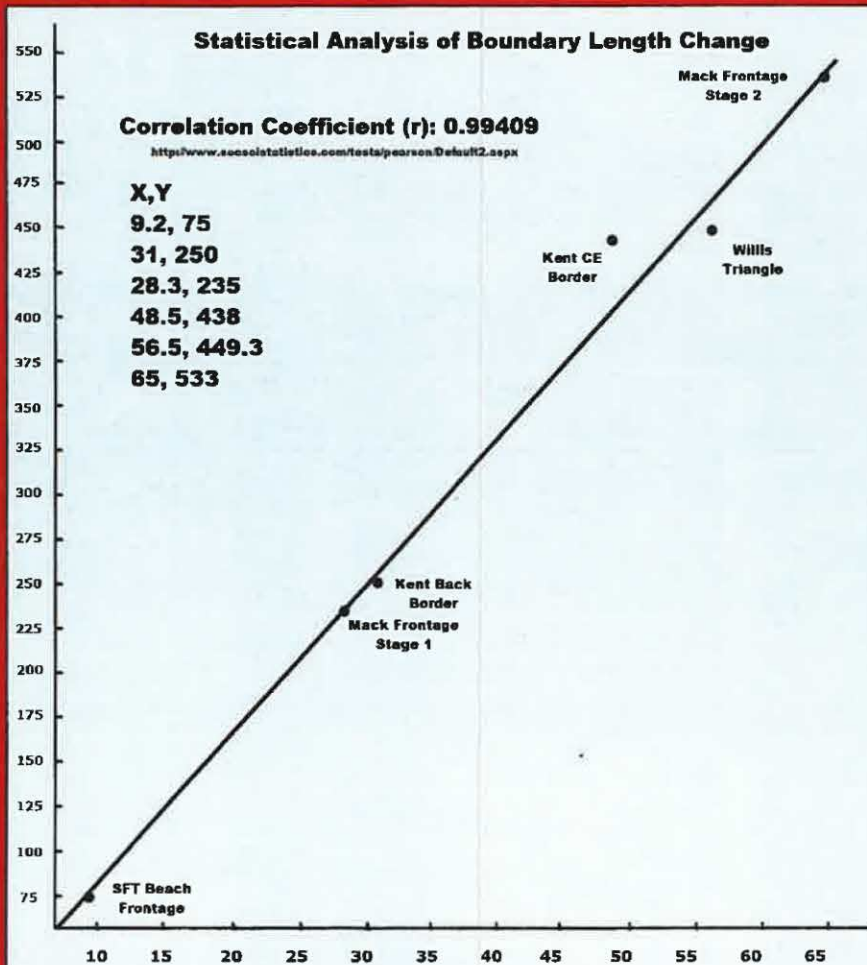
### Two independent paths localize the original stake F



Using bearings and distances for ED [Horizons], DG and GF [Swift 1970 & 1971 deeds] the 1970 Swift deed [Book 22, 29'1] reveals that the Kent back border was deliberately lowered from EF to DF'.

**Diagram 15: Statistical Analysis:** Six sets of data, of which only 4 are relevant, from Emerson Swift's boundary changes yield a linear xy plot of reduced and final boundary lengths. Correlation Coefficients [r] range from zero [meaningless data] to 1.0 where a high Correlation Coefficient indicates that the data is meaningful, consistent and based on a single set of principles. The Correlation Coefficient for the 6 data points is 0.99409. The conclusion follows that Swift's changes in boundary length were deliberate and premeditated.

**Manipulation of Monuments:** Of the 14 survey monuments the most glaring are the removal of "an Iron in a boulder" on Phinney property, the setting and removal of Stake G that revealed the original back boundary, and the planting of Stake Y to increase the SFT beach frontage by 10 feet. It would seem that some of the activities had to have required professional help that was not in accordance with standards required by Vermont Board of Land Surveyors.



### Illegal Creation and Changes of 14 Survey Monuments by Swift Family Trust

