

**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

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.

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: [Diagram2]

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 for 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 4th 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

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