Hi John,

You appear to be operating under a misapprehension of the facts here. We are claiming that Mr. Carannante instituted this action for an improper purpose, not really to resolve a boundary dispute but in order to obtain a collateral benefit he could not otherwise obtain.  
Based on the evidence obtained to-date Dolan stance is very firm and he will not be withdrawing any counter claim at this time.

Your client and his attorney initiated a fraud upon the court when they knowingly file this complaint in the Superior Court of New Jersey Docket#C-194-18 that was without merit or basis in fact, in order to use the pending litigation to their advantage to obtain some type alternative motive related to a construction issue and to obtain clean a title.

Your client, his attorney and Hans than ultimately committed perjury when Hans further amended the survey at the request of the judge to clearly indicated in the encroachment was in their favor which was 8" deviation in their original findings. The survey was amended in your client's favor so your client could further use the pending litigation as leverage. This became blatantly obvious when your client, his attorney, and Hans then provided other surveys that were in their possession prior to Hans amending his survey a 3rd time as all of them indicated the encroachment was in Dolans favor.

Your clients and his attorneys argument that there was a legitimate boundary dispute between him and Dolan is factual incorrect as well. Prior to Your client acquiring the property, your client had the Schwebel Family Trust attempt to resolve an alleged title issue with property that was hindering the sale. As a result, the Schwebel Family Trust brought forward your client’s allegation that Dolan's building was encroaching on to their property but they would be willing to overlook the issue if Dolan would indemnify their buyer against damages done to Dolan's property when their buyer performs construction to their building. Dolan requested the Schwebel Family Trust to provide him with a survey showing the alleged encroachment so Dolan can make a decision as to the allegations and potential offer.

Upon receiving the survey provided by Schwebel Family Trust (1st 2017 Hans Survey) and Dolan reviewing his own surveys it became evident that alleged encroachment in your client’s favor was without merit or basis in fact. Additionally, I would like to point out that your clients and his attorney had acquired a title insurance policy from Old Republic that came to the same conclusion as Dolan regarding the alleged encroachment of Dolan building on your client’s property based on the 1st 2017 Hans Survey. Furthermore, it was discovered the Schwebel Family Trust, your client, your client attorney and Hans were in possession of the Elbert Morris survey of 1961 which was performed at the behest of the original property owner Michael Gottlieb the purchaser the property from Mary Arnold. The Elbert Morris survey of 1961 indicated in the encroachment existed in Dolan's favor.

Dolan respond to Schwebel Family Trust offer and CC your client and his attorney prior to your client owning the property advising them of the discrepancies in the 1st 2017 Hans Survey and 2014 Hans survey, and 2015 Robert Morris survey, and if any encroachment existed, it was in most likely in Dolans favor.

A day after your client purchase the property, your clients attorney sent a letter demanding Dolan removes the 6” encroachment of his building on your property without delay or provide your client with a copy of his surveys so you client could can pursue a boundary dispute. Dolan choose to ignore these demands as the alleged encroachment were without merit or basis in fact and did not justify a response.

A few weeks later, at your client’s request, Dolan met with your client at the subject properties to discuss this matter further. Dolan explain to your client that your client’s survey shows no encroachment either way. Upon commencement of that meeting your client was under the belief that Dolan believe there was no encroachment either way and if an encroachment did exist it was mostly in Dolan favor and Dolan an zero intentions initiate any action regarding the situation. Your client then made the statement that he needs clean title which Dolan was completely oblivious to the significant of that statement at the time. Dolan has zero knowledge of real estate laws or matters as compared to your client who is real estate broker and owner of Cara Realtors for over 20years. However, it is now obvious your client or his attorney were able to coerce Hans to provide them a survey that obscured existing encroachment in order to obtain fraudulent but clean title insurance policies from Old Republic. Your client and his attorney then attempting to entice Dolan to make a claim against their property so their title insurance policies would pick up the bill rather than file adverse possession themselves.

On Sept 12, 2018, your client and his attorney sent a threatening letter to Dolan demanding he reconciled the 6” encroachment immediately or provide him with a survey so we could resolve the alleged boundary dispute without expensive litigation. Attached to this letter was the 2nd 2017 Hans survey. This 2nd 2017 Hans survey had a alleged encroachment but was ambiguous as the direction of the encroachment. Additionally, I would point out that your client just a few days before acquired an updated title insurance policy from Old Republic and a bank loan from Gibraltar bank using the 1st 2017 Hans survey that indicating no encroachment exist.

In attempt to avoid litigation, Dolan responded to your client’s letter on Sept 20, 2018 and extended an offer to meet with your client and his attorney with all surveys to try to resolve the matter. Instead, your client and his attorney used the survey provided by Dolan to institute the pending action. Additionally, Your client and his attorney than made no attempts to reach out to Dolan to resolve the matter amicably.

In response to the complaint, Dolan’s attorney made the only reasonable counter claim that the ambiguous encroachment indicated in the 2nd 2017 Hans survey was in Dolan's favor. It appeared as the 2nd 2017 Hans survey was consistent with all previous surveys performed by Hans in 2014 as well Morris in 2015. It is inconceivable that Hans could have possibly come to a new conclusion resulting in a 8” deviation in the opposite direction of his original findings just a few years later.

Unfortunately, this matter could have been resolved had your client been reasonable during the mediation. Instead, your client, his attorney, and Hans were under the impression they were operating with impunity as Dolan's attorney Mike Mezzacca completely abundant all his fiduciary responsibilities to his client and to the court at the commencement of this matter. This ultimately giving your client, his attorney, and Hans the confidence commit perjury and amend the survey for the 3rd time in your clients favor.

Your client, his attorney, and Hans have appeared to painted themselves into a situation where they were unable to amend their complaint as they   
  
  
Unfornatley, your client   
  
  
of this 3rd 2017 Hans survey has ultimately put Mr. Dolan in the possession to defend a fraudulent survey as resulted in leaving

The creation of this 3rd 2017 Hans survey has resulted in leaving Mr. Dolan with no choice but to proceed with expensive litigation to have the court rule the 3rd erroneous survey as invalid he 3rd 2017 Hans survey could inevitably resurface and Dolan would be left with no remedy to fix the problem. Your clients offer to mutual dismiss the prejudice and never determining the true boundary line would further damages the market ability of Dolans property. Additionally, the 3rd 2017 Hans survey could inevitably resurface and Dolan would be left with no remedy to fix the problem. The 3rd 2017 Hans survey could inevitably resurface and Dolan would be left with no remedy to fix the problem.

John, 

inconceivable