Hi John,

Prior to the plaintiff acquiring the property the plaintiff 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 the plaintiff allegation that Mr. Dolan building was encroaching on to the plaintiff’s property but they would be unwilling to overlook the issue if Mr. Dolan would indemnify their buyer against damages done to Mr. Dolan property when their buyer perform construction to the building. Mr. Dolan then proceed to request the Schwebel Family Trust provide Mr. Dolan with a survey showing the alleged encroachment so Mr. Dolan can make a decision as to allegation and potential offer.   
  
Upon receiving the survey provided Schwebel Family Trust (1st 2017 Hans Survey) and Mr. Dolan’s reviewing his owns surveys it became evident that either there was either no encroachment way or if there was an encroachment it was in Mr. Dolan favor and this matter could most likely be resolved with a simply conversation with Burdick/Hans.   
  
Prior to your client purchasing the property from the Schwebel Family Trust, Mr. Dolan brought to your client’s attention that alleged encroachment being stated Schwebel Family Trust appears to be without merit or basis in fact. Additional, Mr. Dolan advised your client and his attorney to confer with their surveyor, as there are potential discrepancies between the Burdick/Hans 1st Survey 2017 and Burdick/Hans 2014 survey of Mr. Dolan’s property.

A day after your client purchase the property, he a sent a letter demanding Mr. Dolan remove 5” encroachment of his building on your property without delay or provide your client with a copy of his copy surveys so you client could can pursue a boundary dispute. Mr. Dolan choose to ignore your client’s demands in the letter as the alleged encroachment was without merit or basis in fact.   
  
Sometime later, at your client’s request, Mr. Dolan agreed to meet at the subject properties to discuss this matter further. Mr. Dolan explain to your client at the property that your clients survey shows no encroachment either way. Mr. Dolan explained to your client that he is not going to be removing his building based on the current survey created by Burdick/Hans and Mr. Dolan requested that your client to leave him alone and. ~~or any subsequent survey created by Stanley Hans as that contradict his original findings created for Mr. Dolan.~~  Your client then made the statement he needs clean title so his children can eventually sell the property without any incumbency and then your client made another non-aggressive request to get Mr. Dolan provide him with a copy of his surveys.   
  
when Mr. Dolan started to prepare to reliability his property and go back to the town for approval restore the existing theater  
  
On Sept 12, 2018, your client sent Mr. Dolan another letter threatening expense litigation if Mr. Dolan was unwilling to reconciled the alleged 5” encroachment without delay or provide him with a survey so we could resolve the alleged boundary dispute. Attached within this letter was newly updated survey signed by Hans (2nd 2017). This 2nd 2017 survey create by Stanely Han alleged encroachment but was ambiguous as the directory of the encroachment.

In attempt to avoid litigation, Mr. Dolan responded your client’s letter on Sept 20, 2018 and extended another offer to meet with your client and his attorney again at the building to attempt to resolve the matter. Instead, your client used the survey provided by Mr. Dolan to Institute the pending action not once attempting to reach out to mr. dolan to resolve the matter amicable.  
  
In response to your client’s complaint, Mr. Dolan’s attorney made the only reasonable counter that the ambiguous encroachment indicated in the 2nd 2017 performed by Hans was in Mr. Dolan favor and your clients building encroach onto Mr. Dolans property by ~2”. Making 2nd 2017 consistent with previous surveys performed Burdick/Hans in 2014 as well Morris in 2015 & 2018. It is actually inconvincible that your Burdick/Hans could come to new conclusion resulting in ~8” encroachment in the opposite direction of their original findings without some major geological event.   
  
Pending mediation, At request of the judge, Burdick/Hans updated the survey creating 3rd  2017 Burdick/Han stating the 6” encroachment was in favor of the plaintiff. Effectively moving boundary line 8” in the opposite direction from Burdick/Hans initial findings in 2014, Elbert Morris initial findings 1961, Elbert Morris finding 2001, Robert Morris initial findings in 2015 and Robert Morris finding in 2018.   
  
While mediation was proceeding, the plaintiff’s attorney informed Mr. Dolan’s attorney which was provided by the title insurance company that survey 3rd  2017 Burdick/Han survey update at the request of judge was without merit or basis in fact and they updated the survey so they could proceed forward with mediation to get Mr. Dolan to resolve a construction issue. At such time, Mr. Dolan brought to Mike Mezzacca attention that the plaintiff has create a fraud upon court and all four of the license individual that brought forward this complaint should be sanction for perpetuated fraud upon court and ultimately committing perjury.   
  
Mr. Dolan’s attorney Mike Mezzacca refused to present bring such a matter to courts attention as it will ultimately irreparable harm to the individuals for what he believes to be over a stupid shack of building.   
  
The discovery process has revealed that the plaintiff and his attorney had committed insurance fraud and bank in additions to the fraud upon court.   
  
The plaintiff attorney Adam Steuerman obtain a clean title insurance with no exception based on survey he knew was factual inaccurate.   
  
Then plaintiff himself obtained another a clean title insurance with no exception based on survey he knew was factual inaccurate which he used to acquire a bank loan from gibratr bank.   
  
Furthermore, the plaintiff than submitted to the planning board in tow   
  
Although, it is not clear it does appears one of the motives behind the plaintiff and his attorney aggressive stance against Mr. Dolan was hope that mr. dolan might file a complaint against the Carannante and then have the title insurance policy fix the problem with zero expenses out of there pocket.   
  
  
  
  
   
Sincere than Mr. Dolan has been able to enjoy clean and clear use of his property as result of the pending litigation and inaccurate 3nd 2017 survey.