Hi John,

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 allegation that Mr. Dolan building was encroaching on to their 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 alleged encroachment was without merit or basis in fact. Mr. Dolan respond to Schwebel Family Trust offer and cc your client and his attorney advising him of the discrepancies between the Burdick/Hans 1st Survey 2017, Burdick/Hans 2014 survey, and Robert Morris survey of 2018.   
  
Subsequently, it was discover the Schwebel Family Trust believed their building was encroaching onto Mr. Dolan property and were disclosing this information to potential buyers of the property via Elbert Morris survey of 1961 which was performed at the behest of the original property owner who Michael Gottlieb who purchase the property from Mary Arnold. Your client submit this survey and other documents in his the planning board application to the town of Point Pleasant Beach, NJ.   
  
A day after your client purchase the property, he a sent a letter demanding Mr. Dolan remove 6” 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 and did not justify a response.   
  
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 client’s survey shows no encroachment either way and your client was under the belief that Mr. Dolan believe there was no encroachment either way. ~~As Mr. Dolan was leaving, your client made seemingly off-the-cuff statement that he need cleans so he can eventually sell the property without any incumbency. Your client then nicely ask to get another copy of Mr. Dolan’s surveyors, which Mr. Dolan rejected. At the time, Mr. Dolan didn’t understand the statement, as Mr. Dolan is not a license real estate broker with 25years experience that owns and oversee thousands of real estate transactions over the years. Although, in in hindsight it is all pretty very clear now.~~  
Then a year later on Sept 12, 2018, after Mr. Dolan started to prepare to move forward restoring his property your client sent Mr. Dolan another letter threatening expense litigation if Mr. Dolan was unwilling to reconciled the alleged 5” encroachment immediately 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 and made zero attempts 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 claim 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 possibly to new conclusion resulting in ~8” encroachment in the opposite direction of their original findings just a few years later.   
  
In order to proceed forward with the mediation and 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. ~~Mike Mezzacca remarks were what the difference..~~    
  
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.

John,   
    Based on the evidence obtained to-date Mr. Dolan stance is very firm and he will not be withdrawing any counter claim.   
  
  
Judge,

Carannante and Adam Steuerman create 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 pending litigation to their advantage to obtain some type alternative motive related to construction and clean a title issue.      
  
Carannante, Adam Steuerman, and Burdick/Hans than ultimately committed perjury when Burdick/Hans further amended the survey at the request of the judge to clearly indicate in the encroachment was in their favor which was 8" in the opposite direction from Burdick/Hans originally findings. The amended survey was clearly only amended in their favor so your client could further use the pending litigation at advantage.  This became blatantly obvious when the Carannante & Adam Steuerman then provided other surveys that were in their possession prior to a Burdick/Hans amending his 2rd 2017 the survey in their favor.    
  
 Carannante argument there existed a legitimate boundary dispute between him and Mr. Dolan is factual incorrect as well.  Prior to Carannante acquiring the property, Carannante 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 allegation that Mr. Dolan building was encroaching on to their property but they would be willing to overlook the issue if Mr. Dolan would indemnify their buyer against damages done to Mr. Dolan property when their buyer performs 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 alleged encroachment in your client’s favor was without merit or basis in fact.  Additionally, I would like to point out that Carannante’s attorney had acquired a title insurance policy from Old Republic that came to the same conclusion regarding the alleged encroachment of Mr. Dolan building on Carannante property based on 1st 2017 Burdick/ Hans Survery. Furthermore, it was discovered Schwebel Family Trust, Carannante and Adam Steuerman were in possession of the Elbert Morris survey of 1961 which was performed at the behest of the original property owner Michael Gottlieb who purchase the property from Mary Arnold which indicated in an encroachment did not support Carannante allegation and indicated encroachment exist in Mr. Dolan favor.   
  
Mr. Dolan respond to Schwebel Family Trust offer and cc carannnantte and Adam Steuerman advising them of the discrepancies in the Burdick/Hans 1st Survey 2017 and Burdick/Hans 2014 survey, and Robert Morris survey of 2015, and if any encroachment existed, it was in Mr. Dolans Favor.

A day after your Carannante purchase the property, Carannante and Adam Steuerman sent a letter demanding Mr. Dolan remove 6” 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 these demands as the alleged encroachment was without merit or basis in fact and did not justify a response.   
      
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 client’s survey shows no encroachment either way. Upon commencement of that meeting your client was under the belief that Mr. Dolan believe there was no encroachment either way and if an encroachment did exist it was mostly in Mr. Dolan favor and Mr. Dolan an zero intention to pursue action remediate the situation. You client then statement that he needs clean title which Mr. Dolan was completely oblivious to the significant of that statement as Mr. Dolan had very limit knowledge of real estate as compared to you client who real estate broker and owner of Cara Realtors for over 20years. However, it is now obvious that Carannante and Adam Steuerman were able to coerce Burdick/Hans to provide them a survey that obscured existing encroachment in order to obtain fraudulent but clean title insurance policies from Old Republic. Carannante and Adam Steuerman then attempting to entice Mr. Dolan to make a claim against their property so their title Insurance policies would pick up the bill to clean the title effectively avoiding the cost required to file adverse possession.   
  
  
On Sept 12, 2018, Mr. Carannante and Adam Steuerman sent a threatening letter to Mr. Dolan demanding he reconciled the 5” encroachment immediately or provide him with a survey so we could resolve the alleged boundary dispute without expensive litigation.  Attached within this letter was newly updated survey signed by Burdick/Hans (2nd 2017). This 2nd 2017 survey create by Burdick/Hans alleged encroachment existed but was ambiguous as the directory of the encroachment.  Additionally, I would point out that Carannante had acquired a another title insurance policy from old republic and bank loan from Gibraltar bank using the 1st 2017 by Hans that indicated no encroachment exist just a few weeks priors to Burdick/Hans creating 2nd 2017 survey.    
  
In attempt to avoid litigation, Mr. Dolan responded your client’s letter on Sept 20, 2018 and extended another offer to meet with Carannante and Adam Steuerman at property again with all surveys to try to resolve the matter.  Instead, Carannante and Adam Steuerman used the survey provided by Mr. Dolan in his response to institute the pending action and made no attempts to reach out to Mr. Dolan to resolve the matter amicable.  
  
In response to the complaint, Mr. Dolan’s attorney made the only reasonable counter claim that the ambiguous encroachment indicated in the 2nd 2017 performed by Burdick/Hans was in Mr. Dolan favor and your clients building encroached onto Mr. Dolans property by ~2”.  Making 2nd 2017 survey consistent with all previous surveys performed Burdick/Hans in 2014 as well Morris in 2015.  It was inconvincible that your Burdick/Hans could possibly come to a new conclusion resulting in ~8” encroachment in the opposite direction of their original findings just a few years later.     
  
Unfortunately, this matter could have been easily resolved had been for the egregious actions of your client, his attorney, and survey when they fabricated the 3rd 2017 Burdick/Hans survey. Your clients ultimately left Mr. Dolan no choice to but to proceed forward with expensive litigation and have court rule on the survey as it inevitably could resurface and dismissing with prejudice would ultimately Mr. Dolan with no remedy to fix the problem.   
  
  
p.s. – I understand that prior to my involvement herein Mr. Dolan offered to dismiss this matter *without prejudice* or, alternatively, grant the current owner of Lot 2 (EAF One LLC) an easement related to any encroachment which exists. However, this offer was rejected by EAF One LLC.  
  
  
  
  
erroneous his title of the erroneous survey unless you .   
  
  
. to resovle the The 3rd 2017 survey indicating a clearly encroachment of Mr. Dolans building onto th could eventually resurface   
  
  
As the Burick/Hans survey have survey   
  
ultimately damage Mr. Dolan’s title.   
  
  
  
  
  
  
  
  
  
  
after Mr. Dolan started to prepare to move forward restoring his property and Carannante and Adam Steuerman saw an opportunity to obtain clear title and force Mr. Dolan to do construction that he would otherwise not have to perform.     