High level Overview

         The plaintiff a real estate developer, broker, and owner of Cara Realtors purchased the adjoining lot to defendant’s lot.  The building on the lot purchased by the plaintiff encroaches on the defendant’s lot.  The seller disclosed this known defect in the title to the plaintiff prior to purchasing the lot.  The plaintiff still purchased the lot but he had his surveyor conceal the known encroachment from his survey into order to create an illusion of clean title to obtain a title insurance policy and bank loan.

In order for the plaintiff to obtain a clean title that is legally transferable, the plaintiff filled a frivolous boundary dispute in court with the intent of using the litigation as leverage to coerce the defendant to provide the plaintiff with non-encroachment agreement to resolve title issue. The plaintiff was also seeking to use the pending litigation as leverage to coerce the defendant to perform construction so the plaintiff could circumvent the expenses and liability related to demolishing the plaintiff’s building.    
  
Detail Overview

From 110 year (1906-2016), there were zero discrepancy regarding the boundary line between property owners of Lot 2 and Lot 3 of Block 202 of Point Pleasant of Beach. During that time, we know about 5 different surveys that all indicated the building on Lot 3 encroaches Lot 2.  Those surveys were commissioned by multiple parties including both property owners and multiple potential buyers of both properties.  The surveys were performed by various different surveyors for various different parties and reasons.   Exhibits: [T1](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_6787c181960446fe80d51b2207636d1d.pdf), [T2](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_98ab758bda924387a368c0ae1a11c1bf.pdf), [T3](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_ed5389da657843eb8f6259a6d3c536c5.pdf), [T4](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_f81bdda86e1a4246b03f03d070a12953.pdf), [T14](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_264b34faacf94a16aa71cca878cb6c47.pdf)

On May 10 2017, the plaintiff went under contract to purchase the Lot 3-Block 202 with the known title issue of the building on Lot 3 encroaching onto Lot 2 which was allegedly disclosed by seller and confirmed by the buyer’s surveyor Stanley Hans of R.C. Burdick.  Exhibits: [T1](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_6787c181960446fe80d51b2207636d1d.pdf), [T3](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_ed5389da657843eb8f6259a6d3c536c5.pdf), [T5](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_eacd302e696044449c097eebad600480.pdf)a, [T5b](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_baacebbec32e486d99ab2da8550669b4.pdf), [T26a](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_07eb2c937ec44da2b0d44793898edc7b.pdf), [T26b](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_db32d0465ae140e9ad4a7da7813ab955.pdf)

During the acquisition process in June of 2017, the plaintiff used the existing title/encroachment issue to negotiate the price with the seller.  The negotiation process between of the plaintiff and seller eventually reached impasse.  On June 12, 2017, the seller agent reached out to the adjoining property owner seeking their help to negotiate a deal among the parties that would resolve the known title issue which was preventing the transfer of title from seller to the plaintiff.    In an attempt to resolve the issue, the adjoining property owner offered to take over the existing contract and reimburse the plaintiff for the cost incurred but the offer was denied.  The adjoining property owner’s attorney submitted an official offer to seller’s attorney and agent for $850,000(50k over the contract price).  Exhibits: [T9](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_f0d31a1df6ed43e7985929317792db16.pdf), [T10](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_b32336ed4ff24c4c9746f0af150eb2ad.pdf), [T11](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_791c4efc0701487b996a01ac57434eb2.pdf)

On June 21, 2017, the plaintiff acquired Lot 3-Block 202 from seller with a survey from Stanley Hans that concealed the known encroachment issue from Old Republic Title Insurance Company.  Exhibits: [T12](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_044c6bae75854c5ab2f0ed758befa7e6.pdf)

On June 22, 2017, the plaintiff sent a certified letter to the adjoining property owner confirming the failed negotiation attempts with previous seller to resolve the existing encroachment issue and acknowledging an encroachment issue existed.  Exhibits: [T13](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_8a99b33c31ed4d909e44e8123028591f.pdf)

On June 26, 2018, the plaintiff refinanced Lot 3-Block 202 with a survey from Stanley Hans that obscured the known encroachment issue from Old Republic Title Insurance Company and Gibraltar Bank.  Exhibits: [T15](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_38e8a2a69c164430aa23afad4e495a63.pdf)

On Sept 12, 2018, the plaintiff sent a certified letter to the adjoining property owner threatening expense litigation and provided a survey by Stanley Hans that displayed encroachment of the building on Lot 2 onto Lot 3 by 6 inches.  Exhibits: [T16](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_fe664175ce994eb28a07ed7b10719ed9.pdf), [T21](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_1a186982406149d583d46b3e5387ad91.pdf), [T29](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_1a186982406149d583d46b3e5387ad91.pdf)

On Sept 26, 2018, the plaintiff filed a complaint docket C-194-18 in superior court of Ocean County, Exhibits: [T18](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_750b8c61d307442a964783892ce2f4a7.pdf), [T19](https://6aff3e53-81fd-4450-9ba5-119991a90e20.filesusr.com/ugd/8f6b86_7a68b32bc50845bcb266f57e6312a7b2.pdf)

It is pretty evident at this point, the plaintiff attempted to use pending expensive litigation as a weapon. The plaintiff scheme to clean the title and to circumvent the expenses and liability regarding the demolished his building has resulted in a significant amount of damages to the defendant.

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