

Dear Mr. Monteleone,

After reviewing your letter I wish to clarify the circumstances surrounding this case and inform you of my position. First and foremost, the purchase and sale agreement with Drew Pierce and Janice Lariviere was clearly breached by your clients which allowed me to terminate the contract. Secondly, I never evicted them nor would they have any standing in court because the addendum isn't contractual in nature because it lacks considering making it null and void. Lastly, I fulfilled my contractual obligations to complete the Cape Rd residence prior to the intended closing dates of March 4th and 5th and even if I didn't your clients already agreed to accept the house as-is which makes this issue immaterial in nature.

Based on the facts that surround these issues it's crystal clear that all of the allegations laid out in your letter are founded on lies perpetrated by your client. I have solid evidence supporting all of my claims and know my rights and legal remedies under the law.

Prior to the March 4th and 5th closing dates I was discussing several issues I had that needed to be ironed out prior to closing. The escrowed funds were my biggest issue because \$9,600 was allocated to paving the driveway when I wasn't contractually obligated to pay for that item. The spec sheet states the following regarding the driveway:

Driveway- Blacktop

Notes: Paving (basecoat only) will be done prior to closing if weather permits.

It is recommended that buyer, at their own expense, finish topcoat in 6 months to a year. If paving basecoat cannot be done for any reason, builder shall provide either the buyer, paving company, or title company, with the exact amount of the estimate, to escrow at closing.

By definition the base coat is the aggregate gravel and the top coat is the asphalt. I had already done the base coat with 3/4" gravel so I fulfilled my obligation per the contract therefore the \$9,600 should have been removed from escrow. The buyers refused to remove the funds thereby breaching the contract.

After the 4:30 closing fell through due to your clients breach both Andy and Matt headed to my house with the buyer. I asked them why they were heading there and they replied that the buyer wanted to get their belongings. I never told them to get their stuff or evicted them in any way. I simply called the Sheriffs department and explained the situation and asked them to make sure nothing happened to the house because everyone was upset. Accusing me of evicting them is also accusing the sheriffs department of committing an illegal eviction and none of the evidence supports this frivolous allegation. Also, the addendum was presented in contractual form but lacked consideration so by definition it doesn't meet the minimum requirements for a contract. If the addendum listed \$1 as the agreed upon amount for renting the property then it would have been a valid contractual addendum but the agreed upon amount was zero thus rendering it invalid. Regardless, the buyers chose to remove their belongings of their own volition. At no time did I demand them to do so or imply it in any way so to accuse me of an unlawful eviction is an egregious lie.

Your letter mentions that I didn't complete the residence but fails to explain what wasn't finished. I received my certificate of occupancy on February 19th and completed the residence per the spec sheet prior to March 5th. The buyers were very involved in construction of this house so the spec sheet doesn't perfectly match the specs of the house. I installed LP smart side instead of vinyl, used spray foam insulation, added an additional bedroom, completely redesigned the exterior and increased the sq footage by several hundred sq ft. At no point did the buyers ever claim I failed to finish the residence, did a final walk through and we had a set closing date and time. All of the evidence completely contradicts your clients position on this matter. On top of all that, they agreed to accept the houses as-is so I'm amazed they would make any statements to that affect.

I didn't mention a second breach last Friday because nobody contested my right to terminate the contract but I would have if they did. Under the financing paragraph of the P&S agreement the buyer is required to provide me with a letter from their lender showing the buyer has made an application and is qualified for the loan. If the buyer fails to deliver such letter the seller can terminate the agreement and the right to terminate ends once the letter is received. I've never received such letter therefore I invoke my right to terminate under that clause. Obviously the contract is already terminated due to your clients refusal to release the paving funds from escrow but wanted to mention this clause for good measure.

All of the facts laid out in this letter are backed up by clear evidence. Everyday that I'm held up in litigation is a day that I'm not building my next house and will hold them liable if they continue to pursue this. I have documented everything very well and these topics just scratch the surface of what happened over the past few months so it would be wise for your clients to just move on.

Sincerely,
Anthony Rinaldi



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Uploading the entire record of CV-2021-138