

ATTACHMENT 22

1 prevent continuing violations of the *Zoning Code*, including, but not limited to, continued
2 commercial/industrial activity, as well as continued storage, maintenance and repairs of trucks,
3 trailers, containers, equipment, materials, supplies and the like. Plaintiff's urge the court to
4 compel Defendants to strictly comply with the *Zoning Code* and that the *Zoning Code* be strictly
5 enforced as to the LOT.
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8 **B. Defendants**

9 Defendants adopt by reference all facts and legal arguments and legal analysis advanced in
10 their answer to the amended complaint, filed October 15, 2019, and in their response opposing the
11 motion for preliminary injunction, filed October 15, 2019, and in the declaration and exhibits
12 supporting such response.

13 A preliminary injunction can only issue under Rule 65(c)(1) "only if the movant gives
14 security in such amount as the court considers proper to pay the costs and damages sustained by
15 any party found to have been wrongfully enjoined or restrained."

16 **Points of Fact**

17 1. Rio Verde Foothills is "rural, residential and comprised mostly of horse property.
18 Nearly all the roads are dirt."

19 2. Granite is a limited liability company that is owned by Defendants Damon and Holly
20 Bruns and Richard and Claudette Bruns.

21 3. Granite owns the property at 31222 N. 166th Street, Scottsdale, AZ 85262; Parcel
22 ID 219-41-045X (the "Property").

23 4. Granite has owned the Property since December 2015.

24 5. The Property does not have electricity or water.

25 6. Granite has no adjacent neighbors to the south or to the west, and only a handful of
26 neighbors within eyesight.

1 7. The Property has a barn and three horse corals, and Granite is currently constructing
2 a modest 1300 sq. ft. residential home on the Property, which has been properly permitted by the
3 County.

4 8. Defendant Dynamite parks 7 water trucks on the southeast corner of the Property.

5 9. Plaintiffs' lot borders the northwest corner of the Property and Plaintiffs' home is
6 on the far west side of their lot.

7 10. The trucks, which are registered as non-government emergency service vehicles
8 with ADOT, supply precious potable water to area residents and they also supply water to fire
9 departments in the area for fire suppression.

10 11. Two to three trucks leave the Property each morning.

11 12. They stay out all day and return in the evening.

12 13. There is no back and forth.

13 14. The noise, dust, and any other impact is minimal and no different that if an active
14 family with numerous drivers occupied the space.

15 15. This use has not changed to any significant degree in the three years that Plaintiffs
16 have lived on their property.

17 16. In fact, Plaintiffs purchased water from Dynamite for approximately three years
18 until Dynamite discontinued service for nonpayment.

19 17. Plaintiffs purchased their home in May 2016.

20 18. Granite's barn was permitted by the County and is used as a barn to store horse tack
21 and also to store sundry other items, including vehicles and personal property belonging to the
22 Defendants. There are similar structures found throughout Arizona.

23 19. Dynamite, which is owned by Defendants Damon and Holly Bruns, supplies potable
24 water to area residents.

25 20. Residents in the Rio Verde Foothills rely almost exclusively on hauled water to meet
26 their residential water needs.
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1 21. Dynamite is just one of several water haulers that provides potable water to residents
2 in Rio Verde. In addition to supplying potable water to local residents, Dynamite also supplies
3 water to nearby fire departments for fire suppression. The Rio Verde Fire District and Rural Metro
4 Fire Station #826, recognize Dynamite’s water trucks as fire support vehicles.

5 22. Defendant Dynamite provided water to the Plaintiffs for approximately three years.
6 Dynamite cancelled service to Plaintiffs not because of the current dispute, but because Plaintiffs
7 weren’t paying their bill and due to harassment from Plaintiffs.

8 23. Plaintiffs filed a complaint against Granite with the County on or about June 28,
9 2019. Plaintiffs’ complaint to the County alleged operation of a business within a residential
10 zoning district. Thereafter, Granite received a copy of the Notice of Complaint. The Notice
11 informed Granite that an inspection would be conducted in two weeks and that Granite would
12 then receive a Notice and Order to Comply if the allegation(s) were confirmed.

13 24. Maricopa Planning and Development inspected the property on July 10, 2019, and
14 determined that Granite was violating county zoning ordinances because it had “multiple water
15 trucks [and] other equipment on site” and was operating a “commercial business operation in a
16 Rural/Residential Zoning District without the Proper Zoning Entitlement.” On September 20,
17 2019, Kathryn Garcia, Ombudsman, explained, “At this point in time for large vehicles to be
18 parked on this property, a Special Use Permit is required because the Zoning Ordinance Prohibits
19 ‘The parking or storage of a non-accessory vehicle except for normal deliveries having a gross
20 vehicle weight greater than 10,000 lbs. on any lot in any rural or residential zoning district,’
21 Maricopa County Zoning Ordinance Chapter 11- General Regulations, Article 1102.9.4. ...”

22 25. Granite was informed that it had until August 12, 2019, to correct the violation.

23 26. In response to the Notice and Order to Comply, Granite entered into a Compliance
24 Agreement with the County. The Compliance Agreement required Granite to comply with the
25 following deadlines:

- 26 • Critical Deadline #1: By December 30, 2019, cease and desist all use of the
27 property other than for a single-family residence unless application for other zoning