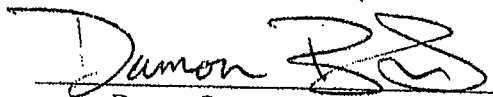


ATTACHMENT 14

11. Dynamite is just one of several water haulers that provides potable water to residents in Rio Verde.
12. In addition to supplying potable water to local residents, Dynamite also supplies water to nearby fire departments for fire suppression.
13. The Rio Verde Fire District and Rural Metro Fire Station #826, recognize Dynamite's water trucks as fire support vehicles.
14. Two to three trucks leave the Property each morning. They stay out all day and return in the evening. There is no back and forth.
15. The noise, dust, and any other impact is minimal and no different that if an active family with numerous drivers occupied the space.
16. Plaintiffs bought their property and moved in after Dynamite began operations on Granite's five-acre parcel.
17. This use and the conditions on the Property have not changed to any significant degree in the three years that Plaintiffs have lived on their property.
18. Dynamite provided water to the Plaintiffs for approximately three years.
19. The same trucks that delivered the water were parked in the same place for the entire time and Plaintiffs never complained.
20. Thus, for three years Dynamite parked water trucks and Plaintiffs remained silent about the alleged noise and dust they now claim constitute an unreasonable interference.
21. Dynamite cancelled service to Plaintiffs not because of the current dispute, but because Plaintiffs weren't paying their bill. Plaintiffs have not paid their outstanding bill to date.
22. The two sides fell out after Granite initiated construction of the residence and after the Plaintiffs failed to pay their bill and Dynamite terminated their account.

23. Defendants have never received one complaint regarding their use of the Property from any neighbor other than Plaintiffs.
24. The Property does not have electricity or water.
25. The Property has a barn, three horse corals, and Granite is currently constructing a modest 1300 sq. ft. residential home on the Property, which has been properly permitted by the Maricopa County Planning and Development Department.
26. Granite began construction on its barn in May 2016.
27. Granite's barn was permitted by the County and is used as a barn to store horse tack and also to store sundry other items, including vehicles and personal property belonging to the Defendants.
28. There are similar structures found throughout Arizona.
29. Granite received a copy of the Notice of Complaint from the Maricopa County Planning and Development Department.
30. In response to the Notice and Order to Comply, Granite entered into a Compliance Agreement with the County.
31. Forcing Dynamite to remove its trucks will negatively impact its ability to deliver needed water to its customers and will prejudice its ability to provide emergency water to area fire departments.
32. I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on October 15, 2019.


Damon Bruns