

ATTACHMENT 49

1 concluded Plaintiffs owed Dynamite Water the sum of \$85.00. He
2 explained his finding and paid the balance, by letter, on October 24,
3 2019. *PLA.000219*. Dynamite Water negotiated the check on or about
4 November 8, 2019, at least tacitly acknowledging its prior demands for
5 payment were inaccurate.
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7 **1.38** Invoice #36384 from Dynamite Water shows the last delivery of water
8 to Plaintiffs on July 7, 2019, for \$75.00. *PLA.000222*. The invoice *due*
9 *date is July 23, 2019*. Defendants unilaterally terminated Plaintiffs'
10 water service about July 13, 2019, *prior to the due date of this invoice*,
11 at a time when Plaintiffs' account was current. Indeed, Defendant
12 DAMON BRUNS told John Hornewer, on July 18, 2019, that he
13 terminated Plaintiffs' water service. Defendant DAMON BRUNS
14 verifies that he terminated Plaintiffs' water service *prior to* Plaintiff's
15 account being past due, directly contrary to one of Defendants' estoppel
16 arguments.
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19 **1.39** None of Defendants' commercial/industrial uses of the LOT are
20 permitted under the *Zoning Code, Articles 501 and 503*. Because *all of*
21 Defendants' water hauling trucks, as well as other vehicles, exceed the
22 weight limit in the *Zoning Code*, none can be parked or stored on the
23 LOT or any other property zoned RU-43, *Zoning Code, Article 1102.9,*
24 *§1102.9.4*, which is why all the water haulers in the area have been in
25 violation for years. Further, while Defendants currently build a
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