

ATTACHMENT 7



Therefore, the Court finds the following with regarding to Plaintiff's Petition for Injunctive and Declaratory Relief as against Defendant Bluecap:

- 1. That Plaintiff is a "telephone company" within the meaning of Chapter 181 of the Texas Utilities Code.
- 2. That Plaintiff has a statutory right under Chapter 181 of the Texas Utilities Code to enter land in which a private person owns a fee or lesser estate to construct a telephone line.
- 3. That Plaintiff alleged that Defendant Bluecap refused to Plaintiff the right to construct the telephone line.
- 3. That Defendant Bluecap denied that Defendant Bluecap refused to Plaintiff the right to construct a telephone line.
- 4. That before evidence was offered or heard by the court, the parties announced a settlement of the remaining issues between them that pertained to the request for a temporary injunction.

Therefore, it is **ORDERED** that Defendant Bluecap, Ltd. is restrained from engaging in any act that hinders, inhibits, interferes with, or otherwise frustrates Plaintiff's ability to construct a telephone line at Katy Ranch Crossing.

Further, it is **ORDERED** that Plaintiff and Defendant Bluecap cooperate to place the telephone line in the least intrusive manner possible. To the extent they have not already done so, Defendant will provide Plaintiff with site plans, diagrams, plats and other information pertaining to the property so that Plaintiff can determine where to place its lines and facilities. Where feasible, Plaintiff shall place its sub-surface lines along the sub-surface lines placed by other utility providers.

Further, it is **ORDERED** to the extent possible, that Plaintiff shall return Defendant Bluecap's property to a condition that is substantially similar to the condition it was in before

Plaintiff installed its telephone line. Plaintiff shall be responsible for any damage done to the Defendant Bluecap's property resulting from Plaintiff's own negligence.

Further, it is **ORDERED** that this matter is set for trial on the merits on January 21, 2013. Plaintiff and Defendant have expressed a willingness to negotiate the terms of a comprehensive confidential settlement agreement following the entry of this Order.

Further, it is **ORDERED** that all costs of court are taxed to the party by whom incurred.

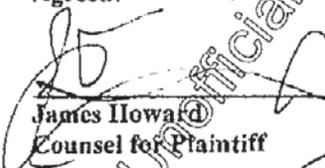
Further, it is **ORDERED** that Plaintiff shall post a bond in the amount of \$100.00.

Finally, it is **ORDERED** that nothing in this Order shall be construed as a ruling on any other matter raised by the pleadings of Plaintiff or the motion and plea filed by the Defendant save and except that which is expressly stated herein. The parties represented to the court at the time of the September 28, 2012 hearing that the parties would address and resolve by written settlement agreement all other disputes between the parties arising under the pleadings. If a written settlement agreement is not reached by 4 p.m., C.D.T., Monday, October 15, 2012, then either party can move the court to take further action.

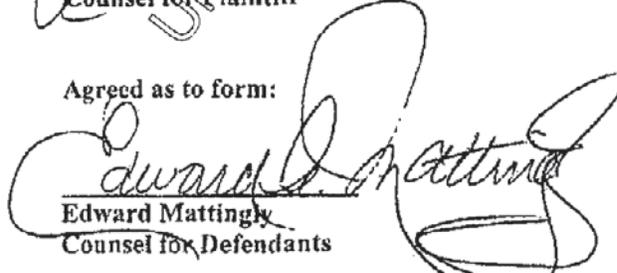
SIGNED on October 8<sup>th</sup> 2012.

  
HONORABLE PRESIDING JUDGE

Agreed:

  
James Howard  
Counsel for Plaintiff

Agreed as to form:

  
Edward Mattingly  
Counsel for Defendants