



CAUSE NO. 14-001161-CV-272

UNION PACIFIC RAILROAD COMPANY,
Plaintiff,

VS.

FIBERLIGHT LLC, Defendant.

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IN THE DISTRICT COURT
OF BRAZOS COUNTY, TEXAS
272nd JUDICIAL DISTRICT

TEMPORARY INJUNCTION

After considering Plaintiff, Union Pacific Railroad Company's application for temporary injunction, the pleadings, evidence, and arguments of counsel, the Court finds that Union Pacific has demonstrated a probable right to recovery and a probable injury.

Union Pacific has demonstrated a probable right of recovery because the Texas Utilities Code does not provide that telecommunications companies have the right to install facilities within, over, across or under railroad right-of-way and because Union Pacific has constitutionally protected property rights in its right-of-way. It cannot be deprived of those rights without just compensation.

Union Pacific has demonstrated that if the Court does not issue the temporary injunction, Union Pacific will be imminently and irreparably injured because Defendant's activities have caused and will cause unscheduled train stoppages, trespass to railroad right-of-way, deprivation of constitutionally protected property rights, injury to real and personal property, personal injury or even death.

If Union Pacific's application is not granted, harm is imminent because Defendant intends to continue its activities, boring under railroad tracks and right-of-way without a legal right and without adequate compensation or notice to Union Pacific.

The harm that will result if the temporary restraining order is not issued is irreparable because Union Pacific Railroad Company's damages are not presently ascertainable or easily

calculated. A collision or derailment could be catastrophic, causing serious personal injury or even death to employees, nearby landowners, and the public traveling in Brazos County.

Therefore, by this order, the Court does the following:

- a. Restrains the Defendant, FiberLight LLC and anyone acting in concert with FiberLight LLC, from installing any facilities, including fiber optic lines, along, on, across, over, or under Union Pacific railroad tracks and/or right-of-way at any location within Brazos County, unless FiberLight has executed an easement, license, or other agreement with Union Pacific for the specific installation at that location and has provided all notices required by that agreement.

JRM → ~~b. Sets this case for trial on the merits on the _____ day of _____, 2014 at _____ o'clock a.m. / p.m.~~

c. Sets bond at \$5,000.00.

~~This order expires at midnight on the _____ day of _____, 2014~~ *JRM*

SIGNED on May 20, 2014 at 11:55 a.m. / p.m.



JUDGE PRESIDING