

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FOURTH JUDICIAL DISTRICT AT FAIRBANKS

GODSPEED PROPERTIES, LLC, )  
 )  
 Plaintiff(s) )  
 )  
 vs. )  
 )  
 JOHN REEVES and FAIRBANKS )  
 GOLD COMPANY, LLC, )  
 )  
 Defendants. )  
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 )  
 JOHN REEVES and FAIRBANKS )  
 GOLD COMPANY, LLC, )  
 )  
 Third-Party Plaintiffs )  
 )  
 vs. )  
 )  
 GOLD DREDGE 8, LLC, )  
 )  
 Third-Party Defendant. )  
 \_\_\_\_\_ ) Case No. 4FA-12-02133 CI

**JUDGMENT AND PERMANENT INJUNCTION**

Based on the Decision on Remand entered on December 13, 2019 and the Order Regarding Reasonable Accommodation and Vacating Preliminary Injunction entered on July 3, 2020, final judgment enters as follows:

1. No part of the easement crossing MS 1724 has been extinguished by prescription.
2. The preliminary injunction entered in this case on September 10, 2018 is vacated.
3. Godspeed and its related entities and Reeves and his related entities may make the following uses of the easement crossing MS 1724:


- a. Godspeed will, at its sole expense, immediately remove all earthen berms, the steam point field and its railroad tracks from within the 100-foot wide easement.
- b. Upon immediate removal of Godspeed's berms, tracks and the steam points from within the easement, Reeves may construct, at his sole expense, a road located within the easement no greater than 60 feet in width. To the extent reasonably possible, the road grade at the existing railway crossings will remain at their current elevations. Godspeed will reimburse Reeves any increased cost Reeves reasonably incurs in constructing the road at the current grade of the crossings. Reeves's road shall be completed no later than March 1, 2021.
- c. Upon Reeves's completion of road construction, Godspeed may, at its sole expense, re-install and maintain its railway tracks at the two current crossing locations and may re-install and maintain earthen berms within the easement. The placement of the berms shall not violate sight distance requirements for vehicles using the road at a lawful speed limit. Godspeed may install and maintain, at its sole expense, any culverting that might be necessary to accommodate ditching related to the road at the railway crossings.
- d. Godspeed may install, at its sole expense, manually operated wooden gates at the railway crossings. At no time may the gates be locked in position across the road. The gates will be operated by Godspeed employees to block the road only when Godspeed's small-gauge railway crosses the road, and will be

immediately re-opened to allow free flow of road traffic after the railway cars clear the crossings. The railway cars shall not stop on the crossings.

- e. Godspeed shall not install any locked gating anywhere within the 100-foot easement without the written consent of Reeves.
  - f. If, in the future, Reeves seeks to dedicate the road crossing MS 1724 to the public, and if the existence of the railway tracks increases the cost to Reeves of obtaining acceptance of the public dedication from the Fairbanks North Star Borough or other government agency, or to obtain required permits from any government agency related to the dedication of the road, Godspeed must bear the increased cost, to include the cost of installing and maintaining any improvements required for governmental acceptance of the road's dedication that would not have been incurred but for the presence of the railway crossings within the easement.
4. The Decree Quieting Title and Issuing Clerk's Deed to MS 1724 entered on January 22, 2014, the Clerk's Deed entered on February 4, 2014, the Order entered on December 20, 2013, and the Order . . . Declaring Invalid the 2002 Notice of Reservation of Rights to Egress, Ingress, and Access on All Alaska Gold Co. Properties entered on October 11, 2013—all of which were recorded on February 12, 2014 in Instrument No. 2014-001979-0 Recording District 401 Fairbanks—are vacated.
5. **PERMANENT INJUNCTION:** Godspeed, its related entities, and their successors and assigns are permanently enjoined from claiming that any portion of the easement

across MS 1724 is extinguished by prescription or otherwise as a result of any improvement or area within the easement constructed, maintained or used under the authority of this judgment by Godspeed, its related entities, and their successors and assigns. Godspeed, its related entities, and their successors and assigns are also permanently enjoined from relocating the steam point field anywhere within the easement crossing MS 1724.

Dated this 3<sup>rd</sup> day of July, 2020 at Fairbanks, Alaska

  
PAUL R. LYLE  
Superior Court Judge

I certify that on 7/6/2020  
copies of this form were sent to  
Kramer, Sheehan  
Clerk: \_\_\_\_\_



*Godspeed Properties, LLC v. Reeves et al.*  
Case No. 4FA-12-02133 CI  
Judgment and Permanent Injunction

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**ORDER REGARDING REASONABLE ACCOMMODATION  
& VACATING PRELIMINARY INJUNCTION  
(Case Motion No. 71)**

A Decision on Remand entered on December 13, 2019. The decision found that no part of the easement at issue in this case was terminated, but ordered further briefing on the issue of reasonable accommodation under *Restatement (Third) of Property* § 4.9 (2000) and ordered a detailed plan from Godspeed as to how it believed it could make use of the servient estate without unreasonably interfering with Mr. Reeves’s development and use of the easement. A hearing on Godspeed’s plan was held on June 11, 2020.

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## **Godspeed's Plan**

Godspeed proposes that Mr. Reeves build the road he originally planned to build from the Old Steese Highway to MS 1709 in his January 2012 preliminary plat for Calder Gulch Tracts. This road was proposed to be 60 feet wide. Godspeed has, since 2012, maintained twenty-foot high tailings berms across the easement. These berms obstruct their customers' view of the road and other modern structures and reduce road noise so that the train tour depicts the look and feel of an old mining district to the extent practicable.

Godspeed agrees to remove the berms. Godspeed also agrees to remove its railroad tracks from the easement while Mr. Reeves builds his road. (The tracks loop through Gold Dredge property and cross the easement in two locations.). Then Godspeed plans to re-install the railroad tracks and re-install the earthen berms within the easement "to protect sight lines and reduce road noise." Finally, Godspeed seeks to install gates at both railroad crossings. These gates would be constructed of solid wood, and would be manually-operated, swinging in to close the road only when the train crosses it. The gates will be operated by Gold Dredge 8 employees when the train crosses the road. Road closure for train crossings would last no longer than three minutes. The testimony at the remand hearing established that the train travels approximately three to four miles per hour and runs five times per day. At two crossings each run, the road would be closed a maximum of 30 minutes each day.

There is a "ridge" within the easement on which Mr. Reeves constructed the catwalk to the gold plant and on which there remains a utility pole and possibly historic building foundations. Based on the court's viewing of the area (conducted during trial), it appears the ridge has been in place for quite some time; it has not only brush but some mature trees located

on it. Godspeed seeks to preserve that ridge and will, if necessary, provide additional land within MS 1724 outside of the easement to accommodate Mr. Reeves's road.

There is a "steam pipe field" display located within the easement area. Godspeed's plan does not specifically address the steam pipe field, but Ryan Binkley testified it could be relocated elsewhere during the remand hearing in December 2019. Mr. Binkley's affidavit accompanying the plan states that the steam point field will be relocated "not to interfere with the road." The court understands this statement to mean that the steam point field will remain in the easement but outside of a 60 foot road easement under Godspeed's proposal.

#### **Reeves's Response to Godspeed's Plan**

Mr. Reeves objects to every aspect of Godspeed's plan. He claims he intends to dedicate the entire 100-foot easement to the public, but he declined at the June 11, 2020 hearing to identify any particular development plan for the easement across MS 1724. Once the road is dedicated to the public, Mr. Reeves claims the respective rights of the parties to this case will be extinguished and the road will be a public road subject to borough regulation. Because he plans to dedicate the road and the entire width of the easement to the public, Mr. Reeves seeks an indefinite stay on Godspeed's proposed uses of the easement area and an injunction prohibiting Godspeed from engaging in any activity within the easement.

Mr. Reeves also claims that Godspeed's proposed tracks and berms carry with them the force of a prescriptive use that can be used in the future to claim his easement is extinguished or partially extinguished. He asserts that the only reasonable plan for the easement is for Godspeed to permanently remove all of its improvements out of the easement. He argues that the gold

dredge which is the center of the Gold Dredge 8 tourist attraction can be moved and the railroad re-routed so that it no longer intersects his easement.

Mr. Reeves also claims that maintenance of the berms and train tracks within the easement is an unreasonable interference with his easement as a matter of law. Finally, Mr. Reeves claims that the two railroad crossings within the easement create a safety issue with vehicles and trains using the same road. He claims the railroad crossings would violate federal and state law.

### **Applicable Legal Principles**

The legal principles applicable to the analysis are those set out on pages 22 and 23 of the Decision on Remand. A servitude is to “be interpreted to give effect to the intention of the parties . . . or the circumstances surrounding creation of the servitude, and to carry out the purpose for which it was created.” *Restatement (Third) of Property* § 4.1. The owner of the servient estate has the right to make use of the servient estate that does not unreasonably interfere with the enjoyment of the servitude. *Id.* at § 4.9. And, the interests of both parties must be balanced to strike a reasonable accommodation that maximizes the overall utility of the land to the extent that can be accomplished while effectuating the purpose of the easement. *Id.*

The easement over MS 1724 does not detail what uses of the easement the owner of the servient estate could make of the easement. It provides only that the owner of the servitude has the right to use the land for ingress and egress and for installation of utilities. However, the facts recited in *Reeves* establish that the original servitude owner—Alaska Gold—drove over the easement to access MS 1709 and the original servient estate owners—the Ellingsons—made



significant use of the easement area, locating a gold plant and conveyors within it and operating their gold production and gravel business within it.

While the supreme court determined that the gold plant only partially extinguished the easement—and although the Decision on Remand concluded that Godspeed ultimately failed to prove what area of the easement was partially extinguished—it cannot be gainsaid that the Ellingsons made significant and continuous use of the servient estate with full knowledge of Alaska Gold. The evidence at the original trial (as recited in the supreme court’s opinion) established that Alaska Gold personnel drove through MS 1724 while the gold plant was in operation. There is no evidence that Alaska Gold ever claimed the Ellingsons’s use of the easement was contrary to its reserved use of the easement for ingress and egress or the installation of utilities.

Mr. Reeves owned Gold Dredge 8 while the Ellingsons owned MS 1724 and, with the Ellingsons’s permission, built a catwalk over the easement to the then-operating gold plant as part of his Gold Dredge 8 tour business. The evidence on remand established that the catwalk piers were built within the easement. There is no evidence Alaska Gold objected to this use of the easement by the Ellingsons. Therefore, Mr. Reeves had to have been aware when he obtained the easement from Alaska Gold that significant surface use of the easement area had been made by the owners of the servient estate in the past because he participated in their use.

Section 4.9 of the *Restatement (Third) of Property* is designed to be

an aid to determining the intent or expectations of the parties under the rules stated in § 4.1. If their intent is ascertained, it should be given effect. In the absence of detailed arrangements between them, it is assumed that the owner of the servitude and the holder

of the servient estate are intended to exercise their respective rights and privileges in a spirit of mutual accommodation.

*Id.* cmt a. The evidence establishes that Alaska Gold and the Ellingsons, the original owners of the servitude and servient estate, used the easement area in a cooperative manner for their respective purposes—Alaska Gold for access to MS 1709 and the Ellingsons for the operation of a gold production and gravel business. Their intent concerning how the easement would be developed and used by each of them is ascertained from their actions—cooperative accommodation of each other’s use of the easement in a manner that maximized the aggregate utility of the servitude and servient estate. As noted above, *Restatement* § 4.9 also assumes the owners of the servitude and servient estate will accommodate each other’s uses when, as here, the written easement does not include “detailed arrangements” for the easement’s use. Finally, *Restatement (Third) of Property* § 4.10—the complimentary rule to § 4.9<sup>1</sup>—entitles Mr. Reeves “to use the servient estate in a manner that is reasonably necessary for the convenient enjoyment of the servitude”, but he “is not entitled to cause unreasonable damage to the servient estate or interfere unreasonably with its enjoyment.”

Mr. Reeves and Godspeed are required by the original intent of the easement and by *Restatement* §§ 4.9 and 4.10 to accommodate the use each of them makes of the easement. Because the parties cannot agree on what is reasonable, the court is required to determine what uses of the easement by Godspeed are reasonable given Mr. Reeves’s right to access MS 1709 over MS 1724 and to install utilities, and what uses of the servitude by Mr. Reeves are

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<sup>1</sup> *Restatement (Third) of Property* § 4.10 cmt. c.

reasonable to preserve his access without causing unreasonable damage to Godspeed's servient estate.

### **Purpose of the Easement**

The purpose of Mr. Reeves's easement across MS 1724 is to obtain access by road into and out of MS 1709 and for installation of utilities. *Reeves v. Godspeed Properties Inc.*, 426 P.3d 845, 847 (Alaska 2018) (quoting the language of the reserved easement).

### **Godspeed's Planned Use of the Easement**

Godspeed's planned use of the easement is similar to its present use and is set out above.

### **Reeves's Planned Use of the Easement**

According to Mr. Reeves's affidavit accompanying his response to Godspeed's plan, Mr. Reeves plans to dedicate the entire 100 foot easement as a public road between the Old Steese Highway and MS 1709 under the borough's subdivision code or by conveyance to the borough for both road access and for utilities. His former subdivision plan required the road to be 60 feet wide. If the easement is not dedicated, he intends to maintain the easement for access to MS 1709 "in conjunction with all manner of commercial activities." He declines to identify what commercial activities he will be performing on MS 1709.

At the preliminary injunction hearing on remand, Mr. Reeves testified that he intended to open a competing business on MS 1709. *See* Decision—Preliminary Injunction at 9-12. Whether Mr. Reeves continues with that intention is unknown.

With the purpose of the easement and Mr. Reeves's current plan to develop a road for unspecified commercial purposes as backdrop, each aspect of Godspeed's plan for concurrent

use of the servient estate is addressed and balanced for reasonable accommodation as required by *Restatement (Third) of Property* §§ 4.9 and 4.10.

**Railroad Tracks / Earthen Berms / Gates / Possible Culvert / Current Crossing Elevations**

Godspeed proposes to remove the berms and the railroad tracks while Mr. Reeves constructs his road. Godspeed then plans to replace the tracks and re-berm within the easement to protect sight lines and reduce road noise for the tour. After the road is constructed, the berms would be within the easement but outside of the road right-of-way. All of this construction would be done at Godspeed's sole expense.

The easement is 100 feet wide. The only evidence in this case is that a public road easement providing access to MS 1709 would be a minor collector and must be 60 feet wide. FNSB Code 17.56.080B. Mr. Reeves plans to dedicate his road to the public as part of the subdivision process or by conveyance, as stated above. He describes no process under borough code or State law of any standard applicable for conveying a private road to the borough or the State by deed. Thus, the only evidence before the court indicates that, in order to dedicate the road to the public, the road must be 60 feet wide, not 100 feet wide. At the June 11, 2020 hearing, Mr. Reeves declined to identify any proposed use of MS 1709 that would require the development of a road 100 feet in width. He thus failed to establish any present need to develop a road wider than 60 feet, which is the maximum width for a road that he has proposed since the easement across MS 1709 was conveyed to him.

Mr. Reeves argues that trains crossing the road constitute a safety hazard and therefore constitute an unreasonable interference. Railroad crossings over public roads in Fairbanks are

not uncommon. The court takes judicial notice that there are railroad crossings over University Avenue, a major north-south arterial in Fairbanks adjacent to the UAF campus. There are railroad crossings over the Old Steese Highway and the New Steese Highway in the center of Fairbanks' major shopping district. Vehicle and foot traffic occur at each crossing. The court also takes judicial notice that a small gauge train runs as a tourist attraction at Pioneer Park in the center of Fairbanks. That train also crosses vehicular and pedestrian access into the park. The fact that a train crosses a road does not, in itself, render the use of the easement by a train unreasonable. The site viewing conducted during trial shows that the Godspeed tracks can be—and have been—hardened for use safe by vehicular traffic.

The train crossings proposed by Godspeed are minor—up to five trains daily (constituting ten crossings because the train loops around MS 1724 and crosses the easement twice) at a relative set schedule, taking no more than three minutes each crossing. The train travels no more than three to four miles per hour.

Godspeed's proposal is to place solid wood gates at each crossing that would remain open at all times except when the train is crossing. The gates are to be manually operated by Godspeed employees who would look for vehicular traffic before closing the gates. It is clear from Godspeed's proposal that the train would cross only when the gates were closed and that Godspeed employees would immediately open the gates once the train passed over the crossing. The gates are not locked gates.

Godspeed's proposal to re-berm outside of the road right-of-way but within the easement to maintain aesthetic sight lines might cause a safety issue if those sight lines interfere with sight line distance for a road at whatever the posted speed might be. Any berm that would violate

sight line distance for vehicular use of the road would be an unreasonable interference with Mr. Reeves's enjoyment of the servitude.

The court finds that limiting the road right-of-way to 60 feet as Mr. Reeves originally proposed in his Calder Creek Subdivision plan is a reasonable accommodation. It is consistent with Mr. Reeves's previous plan and there is no evidence that Mr. Reeves needs to use the entire 100-foot easement to maintain road access to MS 1709.

The court finds Godspeed's proposal to remove the train tracks and earthen berms and to reinstall the tracks in their current location within the easement and across the road is a reasonable use of the easement area by Godspeed.

The Godspeed-employee manually-operated gates that will be used to block road traffic only when the train crosses the road are a reasonable use of the easement and enhance safety. The gates ensure vehicles will not collide with the train. Because Godspeed's employees will be operating the gates, they can ensure any vehicular traffic clears the crossing or is stopped before the train crosses. The court finds the installation of the gates to be a reasonable use of the servitude by Godspeed.

Godspeed does not propose to lock the crossing gates across the road. Locking gates would be an unreasonable interference with Mr. Reeves's enjoyment of the servitude.

As to the earthen berms, the re-berming within the easement area, but outside of the 60 foot right of way for the road is reasonable *only* if the sight lines thereby created are consistent with sight line distance requirements for vehicular use of the road at the posted speed. Any re-berming that does not comply with sight line distance for vehicular traffic is an unreasonable use of the easement by Godspeed.

Mr. Reeves asserts that re-berming will require him to incur more expense in the routing of the road. This concern is addressed by requiring removal of all berming within the 100 foot easement while Mr. Reeves is constructing his road, with post-construction re-berming installed by Godspeed at its sole expense to accommodate the road and vehicular sight line distance for the roadway's posted speed. Any berming required that would violate sight line distance for vehicle use at posted speed would be an unreasonable interference with Mr. Reeves's use of the easement.

At the June 11, 2020 hearing, Godspeed mentioned that it may need to place a culvert to maintain ditching where its railroad crosses the road. The placement of a culvert is a reasonable use of the easement, but only if paid for, installed and maintained at Godspeed's sole expense.

Maintaining the current rail crossing elevations is problematic because it is unknown what elevation the road will require at the crossings' current locations. It is reasonable in balancing the competing uses to require, however, that the road elevation accommodate the train crossing as close to the current elevation as possible. Any increased cost incurred by Mr. Reeves in doing so is to be borne solely by Godspeed.

The portions of Godspeed's proposal approved in this section do not unreasonably interfere with Mr. Reeves's access to MS 1709 or with its maintenance. Mr. Reeves's intent to dedicate the entire 100 foot easement as a public road does not alter this conclusion. Mr. Reeves has not shown that he needs to develop the entire easement in order to safely and effectively access MS 1709 or in order to be able to dedicate the road to the public. Mr. Reeves will still have the benefit of the full width of the easement for maintenance of the road and widening the

road if he has a future need for the road to be widened if “that is necessary for the convenient enjoyment of the servitude in the future.” *Restatement*, § 4.10.

### **Steam Pipe Field Display**

Godspeed’s apparent proposal to leave the steam pipe field display in place within the easement is an unreasonable use of the easement. Godspeed’s estimate that the train takes three minutes to cross the road at each crossing appears to be based on the train stopping within the roadway so that the steam pipe field can be explained to and viewed by its tour patrons. If this is Godspeed’s proposal, it is unreasonable. Maintaining the steam pipe field within the easement is basically maintaining metal spikes on either side of the roadway. If vehicular traffic leaves the road and collides with the pipes, the increase in property damage and possible personal injury renders Godspeed’s use of the easement unreasonable.

If Godspeed intends to keep the steam pipe field within the 100 foot easement, the court finds that concurrent use unreasonable with the use of the easement for road access and safe vehicular travel. The steam pipe field must be relocated outside of the easement. Moving the steam pipe field to a different location will further reduce the time it takes the train to cross the road and will further reduce the time the road will be closed to vehicular use.

### **Locked Gates**

Any locked gates that would block access to the easement would be unreasonable on the evidence currently before the court. *Williams v. Fagnani*, 228 P.3d 71, 75-76 (Alaska 2010). While there is some evidence of trespass and intruders into Godspeed’s property (especially in winter), any gating that closes Mr. Reeves’s road without his consent and requires him or his



invitees to exit their vehicles to unlock and open the gate and re-lock it behind them is an unreasonable use of the servitude by Godspeed.

Any proposal to place locked gates anywhere across the easement road is disapproved unless the parties agree that their use would enhance security of their respective properties. Without an agreement, however, the installation of locked gates that inhibit access over the roadway is disapproved.

### **Timing of the Road Construction**

Most of Godspeed's proposals for timing of road construction are moot now that Gold Dredge 8 is closed due to the current pandemic. Mr. Reeves intends to construct his road this summer. This will give Godspeed considerable time to re-install its tracks in accordance with this order.

Godspeed asks that Mr. Reeves's road construction be completed by March 1, 2021. This seems to be a reasonable time given Mr. Reeves's testimony at the preliminary injunction hearing. Requiring Mr. Reeves to complete road construction by March 1, 2021 is a reasonable accommodation of the competing uses of the easement area.

### **Borough Subdivision Approval or Other Governmental Agency Approval**

Mr. Reeves objects to the train crossings because their existence impeded his development by subdivision plat of MS 1709 in the past. This is a legitimate concern because any safety installation required by the borough at the track crossings may significantly increase Mr. Reeves's cost to develop the road, which is an unreasonable interference with his enjoyment of the servitude.

When considering the preliminary injunction in this case on remand, Godspeed was not faulted for maintaining the tracks under the authority of the preliminary injunction issued in 2012 and the final judgment later reversed in part by the supreme court in 2018. Nevertheless, Godspeed knew there was at least a *claim* for an easement, and assuming it acted in a good faith belief that the easement claim was extinguished, Godspeed still decided to install the tracks in their current location across the easement with full knowledge that Mr. Reeves had started construction of the road under his claim.

Therefore, if the existence of the tracks render it more expensive for Mr. Reeves to obtain subdivision approval for the road or to obtain acceptance of its dedication by the borough or other government authority, or to obtain required permits, Godspeed must bear the increased cost, to include increased installation and maintenance costs of any improvements required for governmental acceptance of the road's dedication that would not have been incurred but for the presence of the railroad crossings within the easement.

#### **Maintaining the Catwalk Ridge & Foundations of Other Structures**

Godspeed seeks to require Mr. Reeves to maintain the catwalk ridge which lies within the easement, and offers to provide additional land outside of the easement if needed to accommodate the roadway. This request is outside of the scope of the court's mandate from the supreme court on remand.

This court precluded Godspeed from litigating partial extinguishment of the easement by the catwalk ridge "along with any issue related to the removal of the ridge." Order Re: Triable Issues on Remand at 13, ¶ 2. Godspeed was also precluded from raising any claim "that it has the right—either unilaterally or under the supervision of the superior court—to relocate the

easement” because Alaska law does not recognize this right. *Id.* at 14, ¶ 6 & 14-18. The court cannot order as a “reasonable accommodation” that which the parties were precluded from litigating on remand. As matter of law, the court cannot require Mr. Reeves to relocate the easement without his agreement.

The court will enter no order regarding the catwalk ridge or other structures that were outside of the scope of the remand. The court is precluded by law from requiring Mr. Reeves to relocate his easement elsewhere on Godspeed’s property.

### **Liability Insurance, Indemnification & Hold Harmless Proposals**

Requiring Mr. Reeves to maintain liability insurance and naming Godspeed as an additional insured or to indemnify and hold Godspeed harmless from any liability related to the use of the road is an unreasonable interference with Mr. Reeves’s use of the easement because it increases his costs for using the easement and is well outside of the scope of any requirement in the grant of easement itself.

### **Signage**

Godspeed’s request for signage is an unreasonable regulation of Mr. Reeves’s use of the road and is also well outside of the grant of the easement. Signage will not be ordered.

### **Reeves’s Claim that Any Improvement by Godspeed is Prescriptive and Therefore Unreasonable.**

Mr. Reeves claims that any permanent improvement maintained by Godspeed within the easement will form the basis for a future claim for partial extinguishment of the easement. Godspeed is willing to be bound by an order enjoining it from making any claim based on prescriptive use.

The court's equitable powers are broad enough to enter an injunction permanently enjoining Godspeed, its successors and assigns from claiming that any portion of the easement is extinguished by prescription or otherwise as a result of any improvement or area within the easement constructed, maintained or used by Godspeed. A permanent injunction to that effect will enter.

### **Conclusion & Orders**

1. The court finds that the provisions of this order preserve Mr. Reeves's access across MS 1724 and balance the interests of the parties by requiring reasonable accommodations that maximize the overall utility of the land.
2. The Clerk's Deed entered in this matter on February 4, 2014 is vacated.
3. If the final judgement issued by this court is not sufficient to correct public land records, Mr. Reeves will lodge all documents necessary to correct the public record concerning the existence and validity of Mr. Reeves's easement across MS 1724 within ten days of the date this order is distributed by the clerk of court.
4. This order and the Decision on Remand entered on December 13, 2019 will be incorporated into a final judgment. The court will issue the final judgment.
5. The preliminary injunction entered September 10, 2018 is vacated.
6. Godspeed, its related entities, and their successors and assigns are permanently enjoined from claiming that any portion of the easement across Ms. 1724 is extinguished by prescription or otherwise as a result of any improvement or area within the easement constructed, maintained or used by Godspeed under the judgment issued in this case.

7. Any motion for attorney's fees will be filed within ten days of the date the final judgment is distributed by the clerk of court.

Dated this 3<sup>rd</sup> day of July, 2020 at Fairbanks, Alaska

  
PAUL R. LYLE  
Superior Court Judge

I certify that on 7/6/2020  
copies of this form were sent to:  
Kramer, Sheehan,  
Clerk: \_\_\_\_\_

