

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.)
)
 _____)
)
 JOHN REEVES and FAIRBANKS)
 GOLD COMPANY, LLC,)
)
 Third-Party Plaintiffs)
)
 vs.)
)
 GOLD DREDGE 8, LLC,)
)
 Third-Party Defendant.)
 _____) Case No. 4FA-12-02133 CI

**AMENDED JUDGMENT AND PERMANENT INJUNCTION
(Amending Paragraph 3.a. and 3.b.)**

Based on the Decision on Remand entered on December 13, 2019, the Order Regarding Reasonable Accommodation and Vacating Preliminary Injunction entered on July 3, 2020, and the Order Re: Amending Judgment and Permanent Injunction entered on April 21, 2021, the Judgment and Permanent Injunction entered on July 3, 2020 is amended 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, remove all earthen berms, the steam point field and its railroad tracks from within the 100-foot wide easement by June 15, 2021.
- b. Upon 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, 2022.
- 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.

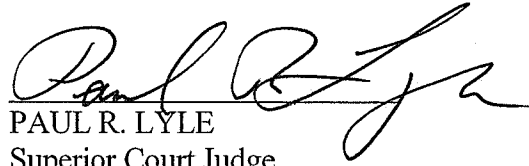
4. The Decree Quieting Title and Issuing Clerk's Deed to MS 1724 entered on January 22, 2014, the Clerk's Deed entered on February 4, 2014, the Order entered on December 20, 2013, and the Order . . . Declaring Invalid the 2002 Notice of Reservation of Rights to Egress, Ingress, and Access on All Alaska 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.

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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 21st day of April, 2021 at Fairbanks, Alaska


PAUL R. LYLE
Superior Court Judge

I certify that on 4/21/21
copies of this form were sent to
Findley, Kramer, Sheehan
Clerk
