

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 1296X

R. J. CORMAN RAILROAD PROPERTY, LLC—ABANDONMENT EXEMPTION—
IN SCOTT, CAMPBELL, AND ANDERSON COUNTIES, TENN.

Decided: April 10, 2025

In February 2020, R. J. Corman Railroad Property, LLC (RJC Railroad Property), filed a verified notice under the two-year out-of-service class exemption at 49 C.F.R. part 1152 subpart F—Exempt Abandonments to abandon a rail line extending from milepost 0.95 at or near Oneida, Tenn., to the end of the line at milepost 42.0 at or near Devonia, Tenn., a distance of approximately 41.05 miles in Scott, Campbell, and Anderson Counties, Tenn. (the Oneida Line). Notice of the exemption was served and published in the Federal Register on March 9, 2020 (85 Fed. Reg. 13,696).

On April 17, 2020, a notice of interim trail use or abandonment (NITU) was issued permitting Tennessee Citizens for Wilderness Planning, Inc. (TCWP), and Cumberland Trail Conference, Inc., to negotiate with RJC Railroad Property for interim trail use/railbanking of the Oneida Line under the National Trails System Act (Trails Act), 16 U.S.C. § 1247(d), and 49 C.F.R. § 1152.29. Thereafter, the NITU negotiating period was extended three times, until April 17, 2024. See R. J. Corman R.R. Prop., LLC—Aban. Exemption—in Scott, Campbell, & Anderson Cntys., Tenn. (October 2023 Decision), AB 1296X et al. (STB served Oct. 11, 2023). The October 2023 Decision noted that TCWP could seek a further extension subject to a showing of extraordinary circumstances as provided under the Board’s regulations at 49 C.F.R. § 1152.29(d)(1)(ii). October 2023 Decision, AB 1296X et al., slip op. at 7.

TCWP sought a fourth extension of the NITU negotiating period in March of 2024, and the Board granted it in R. J. Corman Railroad Property, LLC—Abandonment Exemption—in Scott, Campbell, & Anderson Counties, Tenn. (April 2024 Decision), AB 1296X (STB served Apr. 16, 2024). The Board noted that when adopting its rules limiting extensions of NITU negotiating periods beyond three one-year extensions to “extraordinary circumstances,” 49 C.F.R. § 1152.29(d)(1)(ii), “[a] showing of ‘extraordinary circumstances’ will depend on the specific facts of each case” and that “[i]t is unlikely that issues within negotiators’ control . . . will constitute extraordinary circumstances.” Limiting Extensions of Trail Use Negotiating Periods, EP 749 (Sub-No. 1) et al., slip op. at 10-11 (STB served Dec. 4, 2019). The Board found that TCWP had demonstrated that extensive litigation involving the Oneida Line and a

connecting rail line,¹ and the resulting uncertainty surrounding the eligibility of the Oneida Line for abandonment, had a cooling effect on the negotiations for trail use and that the uncertainty was not of its own making. The Board concluded that, in that instance, the uncertainty constituted extraordinary circumstances. See April 2024 Decision, AB 1296X, slip op. at 2.

On December 26, 2024, TCWP sought a fifth extension of the negotiating period in which it described its activities since February of 2024. (TCWP Extension Req. 2-5, Dec. 26, 2024.) It added that another year for negotiations would be reasonable given “the number of moving pieces a multi-jurisdictional Rails to Trails project entails.” (*Id.* at 5.) On December 30, 2024, RJC Railroad Property filed a letter consenting to TCWP’s request to extend the NITU negotiating period. In a decision served on February 5, 2025, TCWP’s request was found to be premature given that there was still ample time to conduct negotiations before the current NITU expires on April 17, 2025. However, the decision stated that TCWP could file a supplement if it anticipated not being able to reach a trail use agreement before that date. See R. J. Corman R.R. Prop., LLC—Aban. Exemption—in Scott, Campbell, & Anderson Cntys., Tenn. (February 2025 Decision), AB 1296X, slip op. at 2 (STB served Feb. 5, 2025).²

On March 10, 2025, TCWP and the Trust for Public Land (TPL, collectively Sponsors) submitted a joint filing. Sponsors supplement the original December 26, 2024 request and again seek an extension of the NITU negotiating period. They also request that the Board substitute TPL as the trail sponsor. RJC Railroad Property responded on March 11, 2025, that it does not object to either an extension or a substitution.

NITU Extension Request.

Sponsors explain that since the December 2024 filing, TCWP’s primary focus has been on securing support from the City of Oneida and Scott County, within whose jurisdictions most of the Oneida Line lies. (Sponsors Extension Req. 2, Mar. 10, 2025.) Sponsors also state that the mayor of the City of Oneida has advised that an additional year would significantly improve the chances of gaining official support. (*Id.* at 3.) TCWP adds that a larger organization with more resources and experience in rail-trail projects would be better suited to pursue certain aspects of the project. (*Id.*) As such, Sponsors explain that TPL joined the endeavor and will take the lead on negotiating the purchase of the Oneida Line while TCWP continues working

¹ In 2022, after the NITU had been in place for some two and a half years, the Board granted in part a petition to reopen the abandonment proceeding and conditioned the abandonment on abandonment of a connecting, potentially “stranded,” line segment. See R. J. Corman R.R. Prop., LLC—Aban. Exemption—in Scott, Campbell, & Anderson Cntys., Tenn., AB 1296X (STB served Nov. 17, 2022). That abandonment was authorized in March 2024, R.J. Corman R.R. Prop., LLC—Aban. Exemption—in Campbell Cnty., Tenn., AB 1296 (Sub-No. 1X) (STB served Mar. 1, 2024), and consummated on February 14, 2025, (RJC R.R. Prop. Notice of Consummation 2, R.J. Corman R.R. Prop., LLC—Aban. Exemption—in Campbell Cnty., Tenn., AB 1296 (Sub-No. 1X)).

² On February 27, 2025, RJC Railroad Property filed a request to extend the deadline for consummating the abandonment of the Oneida Line.

with all three counties to build public and official support for the project. (*Id.*) Sponsors note that TPL and RJC Railroad Property are working to finalize and execute a binding purchase agreement. (*Id.* at 4.) Once the purchase agreement is executed, TPL states that it will be able to commence the necessary property due diligence. (*Id.*)

The NITU negotiating period will be extended one more time. As noted in the April 2024 Decision, earlier uncertainty concerning the Oneida Line had a cooling effect on TCWP's efforts. April 2024 Decision, AB 1296X, slip op. at 2. This earlier uncertainty arguably spanned from March 2020 (when another railroad commenced its attempt to purchase the Oneida Line) to approximately December 2023 (when the Board provided notice that RJC Railroad Property filed to abandon the line connected to the system by the Oneida Line). However, the need to allow parties enough time to complete their negotiations and finalize an interim trail use/railbanking agreement must be balanced against the need to conclude the Trails Act process within a reasonable amount of time. See Limiting Extensions of Trail Use Negotiating Periods, EP 749 (Sub-No. 1) et al., slip op. at 7. Here, one "extraordinary circumstances" extension has already been granted. In light of the unusual procedural history that may have contributed to delays in the trail use negotiations, the requested extension, to April 17, 2026, will be granted. The parties should take note, however, that this extension should more than sufficiently compensate for any cooling effect that was caused by the earlier uncertainty in this proceeding, and they should not expect any further extension to be granted.

NITU Substitution Request.

Sponsors request that the Board issue a replacement NITU designating TPL as the new trail sponsor. (Sponsors Extension Req. 4, Mar. 10, 2025.) The request includes a copy of the extant NITU and a statement of TPL's willingness to assume full responsibility for management of, for any legal liability arising out of the transfer or use of, and for the payment of any and all taxes that may be levied or assessed against, the right-of-way, as required by 49 C.F.R. § 1152.29. TPL acknowledges that the use of the right-of-way for trail purposes is subject to possible future reconstruction and reactivation of the right-of-way for rail service.

The request complies with the requirements of 49 C.F.R. § 1152.29(f), and RJC Railroad Property consents to the substitution. Accordingly, the proceeding will be reopened and a replacement NITU will be issued.³ For the reasons noted above, the replacement NITU issued to TPL will not be subject to further extension requests. See CSX Transp., Inc.—Aban. Exemption—in Alachua Cnty., Fla., AB 55 (Sub-No. 718X), slip op. at 3 (STB served Apr. 16, 2020) (the Board will consider the negotiating periods cumulatively for purposes of determining both whether the "extraordinary circumstances" standard applies and the availability of the one-year transitional extension).

³ Sponsors also filed their substitution request in Docket No. AB 1296 (Sub-No. 1X), the proceeding concerning the connecting line which appears to be in error as there was no NITU ever issued in that docket. Furthermore, RJC Railroad Property filed a notice of consummation of that abandonment on February 14, 2025, and therefore a NITU can no longer be issued for that line. See N. Coast R.R. Auth.—Aban. Exemption—in Mendocino, Trinity, & Humboldt Cntys., Cal., AB 1305X, slip op. at 5 (STB served May 17, 2022).

Motion to Extend Consummation Date.

RJC Railroad Property asks the Board to extend the deadline by which the railroad may consummate the abandonment of the Oneida Line to March 1, 2026. (RJC R.R. Prop. Mot. 1, Feb. 27, 2025.) RJC Railroad Property explains that after receiving abandonment authority, it instructed its third-party contractor to initiate salvage operations on the Oneida Line but that it does not anticipate the contractor being able to finish salvage by mid-June, 60 days after the current NITU negotiating period expires. (Id.)

Because the trail use negotiating period will be extended to April 17, 2026, and that extension is a barrier to consummation, the request to extend the consummation deadline to March 1, 2026, is unnecessary and will be denied as moot.

It is ordered:

1. Sponsors' requests to extend the NITU negotiating period and for substitution are granted, as discussed above.
2. RJC Railroad Property's motion to extend the consummation date is denied as moot.
3. This proceeding is reopened.
4. The NITU served on April 17, 2020, for the Oneida Line is vacated.
5. A replacement NITU is issued to TPL as the new interim trail sponsor for the Oneida Line's right-of-way effective on the service date of this decision and notice, until April 17, 2026.
6. If an interim trail use/rail banking agreement is reached, it must require the trail sponsor to assume, for the term of the agreement, full responsibility for: (i) managing the right-of-way; (ii) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify the railroad against any potential liability); and (iii) the payment of any and all taxes that may be levied or assessed against the right-of-way.
7. Interim trail use/rail banking is subject to possible future reconstruction and reactivation of the right-of-way for rail service and to the trail sponsor's continuing to meet its responsibilities for the right-of-way described in paragraph 6 above.
8. If an interim trail use/rail banking agreement is reached (and thus, interim trail use/rail banking is established), the parties shall jointly notify the Board within 10 days that an agreement has been reached. See 49 C.F.R. § 1152.29(d)(2), (h).
9. If interim trail use/rail banking is implemented, and subsequently the trail sponsor intends to terminate trail use on all or any portion of the right-of-way covered by the interim trail

use/rail banking agreement, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

10. If an agreement for interim trail use/rail banking is reached by April 17, 2026, interim trail use/rail banking may be implemented. If no agreement is reached, RJC Railroad Property may fully abandon the Oneida Line, subject to any outstanding conditions.

11. This decision and notice is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.