

ENTERED
Office of Chief Counsel
November 18, 2025
Part of
Public Record

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November 18, 2025

BY E-FILING

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, DC 20024

Re: Norfolk Southern Railway Company – Abandonment Exemption – In Cuyahoga,
Geauga, and Portage Counties, Ohio, AB 290 (Sub-No. 418X)
Substitution of Interim Trail Sponsor (color images included)
Expedited Consideration Requested

Dear Chief of Case Administration:

By decision served July 24, 2025, the Board issued a notice of interim trail use ("NITU") in favor of Open Space Institute Land Trust, Inc., a New York not-for-profit corporation ("OSILT") as trail sponsor with respect to the approximately 7-mile rail line between Milepost RH 15.0± and Milepost RH 22.0 +/- in Cuyahoga, Geauga, and Portage Counties, Ohio (the "Rail Line") that is the subject of this abandonment proceeding. OSILT hereby notifies the Board that it intends to terminate its trail use with respect to the entire Rail Line, and that (a) West Creek Conservancy, Inc. ("West Creek") intends to become the trail sponsor with respect to the portion of the Rail Line between Milepost RH 21.5± at the Geauga-Portage County Line, Ohio and Milepost RH 22.0±, in Portage County, Ohio ("Segment 1") and (b) the City of Solon, Ohio ("Solon") intends to become the trail sponsor with respect to the portion of the Rail Line between Milepost RH 15.0± in Cuyahoga County, Ohio and Milepost RH 21.5± at the Geauga-Portage County Line, Ohio ("Segment 2"), each by assuming financial responsibility for its respective segment of the Rail Line. Together, West Creek and Solon seek to become the trail sponsors for the entire Rail Line.

In accordance with 49 C.F.R. §1152.29(f), OSILT, West Creek and Solon hereby jointly notify the Board as follows:

- (1) A copy of the initial NITU decision served on July 24, 2025, is enclosed as Exhibit A.
- (2) A Statement of Willingness to Assume Financial Responsibility of West Creek with respect to Segment 1 is enclosed as Exhibit B.

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- (3) A Statement of Willingness to Assume Financial Responsibility of Solon with respect to Segment 2 is enclosed as Exhibit C.
- (4) West Creek and Solon each acknowledge that interim trail use is subject to reconstruction and reactivation of the right-of-way of their respective segment for rail service.
- (5) OSILT, West Creek and Solon intend that the transfer of responsibility for the right-of-way of the Rail Line be effective upon the approval by the Board of this substitution request, on or before December 10, 2025.

Based on the foregoing, OSILT, West Creek and Solon request that the Board reopen the abandonment exemption, vacate the existing NITU and issue an appropriate replacement NITU to West Creek and Solon as the new trail sponsors for Segments 1 and 2, respectively.

West Creek, Solon and Norfolk Southern Railway as the owner of the Rail Line hope to close this transaction by December 12, 2025. Due to needed state funding approvals, and the federal government shutdown, West Creek, Solon and OSILT were not able to make this substitution request earlier. Accordingly, West Creek, Solon and OSILT request that the Board consider this request on an expedited basis.

Please let us know if there are any questions regarding this filing.

By my signature below, I certify service by e-mail of a copy of this request on counsel for West Creek, Solon, Norfolk Southern Railway Company and on the other parties of record shown below.

Sincerely,



Justin J. Marks
Counsel for
Open Space Institute Land Trust, Inc.

Enclosures

cc: William A. Mullins, Crystal M. Zorbaugh, Spencer M. Naake, Counsel for Norfolk Southern Railway Company and Cleveland & Cuyahoga Railway, LLC
Derek Schafer, Executive Director, West Creek Conservancy
Sarah H. Kostura, Associate Law Director, City of Solon

Exhibit A

SERVICE DATE – JULY 24, 2025

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 290 (Sub-No. 418X)

NORFOLK SOUTHERN RAILWAY COMPANY—ABANDONMENT EXEMPTION—IN
CUYAHOGA, GEAUGA, AND PORTAGE COUNTIES, OHIO

Decided: July 24, 2025

Norfolk Southern Railway Company (NSR) has filed a verified notice of exemption under 49 C.F.R. part 1152 subpart F—Exempt Abandonments for NSR to abandon an approximately 7.0-mile rail line extending between milepost RH 15.0 +/- in Cuyahoga County, Ohio, and milepost RH 22.0 +/- in Portage County, Ohio (the Line).¹ Notice of the exemption was served and published in the Federal Register on June 25, 2025 (90 Fed. Reg. 27,064). The exemption is scheduled to become effective on July 25, 2025.

The Surface Transportation Board's (Board) Office of Environmental Analysis (OEA) served a Draft Environmental Assessment (Draft EA) on June 30, 2025, recommending that two conditions be imposed on any decision granting abandonment authority.

First, OEA stated that the U.S. Fish and Wildlife Service (USFWS) submitted comments identifying two threatened and endangered species, the Indiana bat (*Myotis sodalis*) and northern long-eared bat (*Myotis septentrionalis*), that may be affected by the proposed abandonment. According to USFWS, if no caves or abandoned mines are present and removal of trees of at least three inches diameter at breast height (dbh) must occur, such removal should only occur between October 1 and March 31 to avoid adverse effects. USFWS notes that such protective mitigation would also benefit the proposed endangered tricolored bat (*Perimyotis subflavus*), which is also present throughout Ohio. To address potential impacts to these species, OEA recommended a condition be imposed upon any decision granting abandonment authority requiring NSR to conduct removal of trees with three-inch dbh or greater between October 1 and March 31 in connection with abandonment-related salvage activities.

Second, OEA stated that the Geauga County Board of Commissioners (GCBC), in coordination with the County Engineer's Office, the Planning Commission, and the Department of Water Resources, submitted a comment regarding the consistency of the proposed abandonment with existing land use plans. Accordingly, OEA recommended a condition be

¹ In the same jointly filed verified notice, Cleveland & Cuyahoga Railway, LLC, sought to discontinue service over the Line. See Cleveland & Cuyahoga Ry.—Discontinuance of Serv. Exemption—in Cuyahoga, Geauga, & Portage Cntys., Ohio, AB 1257 (Sub-No. 1X) (STB served June 25, 2025).

imposed upon any decision granting abandonment authority requiring NSR to consult with GCBC prior to commencement of any abandonment-related salvage activities.

Comments on the Draft EA were due by July 15, 2025. OEA issued its Final Environmental Assessment (Final EA) on July 18, 2025, indicating that no comments were received. Accordingly, OEA recommends that the two conditions previously recommended in the Draft EA be imposed upon any decision granting abandonment authority. Based on OEA's analysis, the conditions recommended in the Final EA will be imposed.

On July 1, 2025, Open Space Institute Land Trust, Inc. (OSILT), filed a request for issuance of a notice of interim trail use or abandonment (NITU) under the National Trails System Act, 16 U.S.C. § 1247(d), to establish interim trail use/railbanking on the Line. On July 9, 2025, NSR responded that it is willing to negotiate toward an interim trail use agreement.

Interim Trail Use. OSILT's request for a NITU complies with the requirements of 49 C.F.R. § 1152.29, and NSR has indicated that it is willing to negotiate an agreement for interim trail use with OSILT. Therefore, a NITU will be issued. The parties may negotiate an agreement during the one-year period prescribed below. If an interim trail use agreement is reached (and thus, interim trail use is established), the parties shall jointly notify the Board within 10 days that an agreement has been reached. 49 C.F.R. § 1152.29(d)(2) & (h). If no agreement is reached within one year, NSR may fully abandon the Line, subject to any outstanding conditions. See 49 C.F.R. § 1152.29(d)(1). 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.

This decision, and the proposed abandonment if implemented as conditioned, will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. The notice served and published in the Federal Register on June 25, 2025, exempting the abandonment of the Line described above, is modified to the extent necessary to implement interim trail use/railbanking as set forth below to permit the parties to negotiate for interim trail use for the rail line, for a period of one year from the service date of this decision and notice, until July 24, 2026.
3. The abandonment is also subject to the following two conditions:² (1) NSR shall only conduct removal of trees with three-inch dbh or greater in connection with abandonment-related

² If an interim trail use agreement under 16 U.S.C. § 1247(d) and 49 C.F.R. § 1152.29 were to be reached for the Line (or a portion thereof), compliance with these conditions would not be required with respect to any portion of the Line covered by the interim trail use agreement for the duration of the agreement.

salvage activities between October 1 and March 31; and (2) NSR shall, prior to commencement of any abandonment-related salvage activities, consult with GCBC to address its concerns regarding consistency with local land use plans.

4. If an interim trail use/railbanking 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.

5. Interim trail use/railbanking 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 4 above.

6. If an interim trail use/railbanking agreement is reached (and thus, interim trail use/railbanking 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).

7. If interim trail use/railbanking 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.

8. If an agreement for interim trail use/railbanking is reached by July 24, 2026, interim trail use/railbanking may be implemented. If no agreement is reached, NSR may fully abandon the Line, subject to any outstanding conditions.

9. This decision and notice is effective on its service

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

Exhibit B

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under Section 8(d) of the National Trails System Act, 16 U.S.C. §1247(d), and 49 CFR 1152.29 with respect to Segment 1 of the Rail Line (as defined below) owned by Norfolk Southern Railway Company ("NSR"), West Creek Conservancy ("West Creek"), is willing to assume full responsibility for management of, for any legal liability arising out of the transfer of use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for payment of any and all taxes that may be levied or assessed against, Segment 1 of the Rail Line.

The property, a portion of NSR's Randall Secondary, extends between Milepost RH 21.5± at the Geauga-Portage County Line, Ohio and Milepost RH 22.0±, in Portage County, Ohio, a distance of approximately 0.5 miles ("Segment 1 of the Rail Line"). The property is a portion of the line of railroad (the "Rail Line") proposed for abandonment in STB Docket No. AB-290 (Sub-No. 418X).

A map depicting Segment 1 of the Rail Line is attached as Exhibit A.

West Creek acknowledges that use of the right-of-way is subject to the sponsor continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of Segment 1 of the right-of-way for rail service.

A copy of this statement is being served on Norfolk Southern Railway Company on the same date that it is being served on the Board.

West Creek Conservancy

By: _____

Name: Derek Schafer

Title: Executive Director

Dated: November 18, 2025

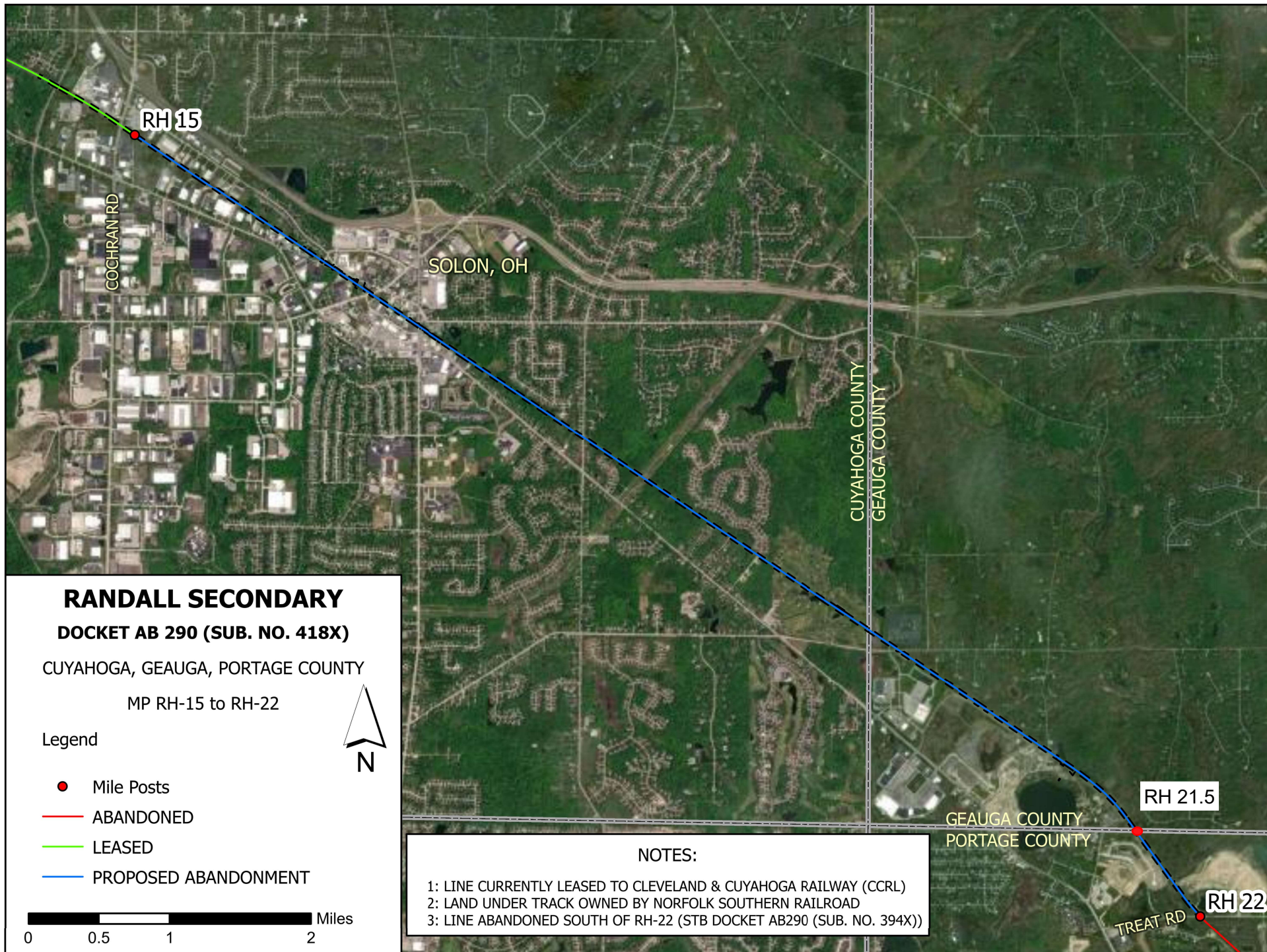


Exhibit C

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under Section 8(d) of the National Trails System Act, 16 U.S.C. §1247(d), and 49 CFR 1152.29 with respect to Segment 2 of the Rail Line (as defined below) owned by Norfolk Southern Railway Company ("NSR"), the City of Solon, Ohio ("Solon"), is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for payment of any and all taxes that may be levied or assessed against, Segment 2 of the Rail Line.

The property, a portion of NSR's Randall Secondary, extends between Milepost RH 15.0± in Cuyahoga County, Ohio and Milepost RH 21.5± at the Geauga-Portage County Line, Ohio, a distance of approximately 6.5 miles ("Segment 2 of the Rail Line"). The property is a portion of the line of railroad (the "Rail Line") proposed for abandonment in STB Docket No. AB-290 (Sub-No. 418X).

A map depicting Segment 2 of the Rail Line is attached as Exhibit A.

Solon acknowledges that use of the right-of-way is subject to the sponsor continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of Segment 2 of the right-of-way for rail service.

A copy of this statement is being served on Norfolk Southern Railway Company on the same date that it is being served on the Board.

City of Solon,
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Dated: November 17, 2025

