

April 24, 2026

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VIA E-FILE

Chief of Case Administration
Office of Chief Counsel
Surface Transportation Board
395 E Street SW
Washington, D.C. 20423-0001

ENTERED
Office of Chief Counsel
April 24, 2026
Part of
Public Record

Re: **Docket No. AB-1296X**
R. J. Corman Railroad Property, LLC – Abandonment Exemption – in Scott, Campbell, and Anderson Counties, Tennessee

Joint Notice of Interim Trail Use Agreement

Dear Chief of Case Administration:

Pursuant to 49 C.F.R. § 1152.29(h), R. J. Corman Railroad Property, LLC (RJC Railroad Property) and the Trust for Public Land (TPL) hereby provide joint notice that as of the above date the parties have reached an interim trail use agreement¹ that covers the right-of-way that is the subject of these proceeding and which extends from milepost 0.95 at or near Oneida, Tennessee, to the end of the line at milepost 42.0 at or near Devonia, Tennessee, a distance of 41.05 miles in Scott, Campbell, and Anderson Counties, TN (the Oneida Line). A map is attached hereto as Exhibit A, depicting this described rail line. The notice of interim trail use was issued on April 17, 2020.

As required by 49 CFR § 1152.29(a)(2), the parties hereto certify that the interim trail use agreement includes a statement indicating TPL's willingness to assume full responsibility for:

(i) Managing the right-of-way;

¹ The Board recently denied a request by the trail sponsor, Trust for Public Land (TPL), for an extension of the NITU negotiating period for an additional one-year stating that the work that TPL had to do was not beyond its control and did not constitute extraordinary circumstances. See *R. J. Corman R.R. Prop., LLC – Aban. Exemption – in Scott, Campbell, & Anderson Cntys., Tenn.*, AB1296X (STB served March 24, 2026). In that Decision, the Board further noted that both parties acknowledged in their filings with the Board that an interim trail use agreement may have been reached and if so, the parties had until April 27, 2026, to file a notice of interim trail use agreement with the Board. The Board further stated that the STB does not “define what constitutes an agreement because the involved parties can themselves determine when an agreement has been reached.” See *Nat’l Trail Sys. Act & R.R. Rts.-of-Way*, EP 702, slip. op. at 12.

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(ii) Any legal liability arising out of the transfer or use of the right-of-way (unless the user 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.

The agreement includes an acknowledgment that interim trail use is subject to possible future reconstruction and reactivation of the right-of-way for rail service.

The filing of this joint notice has been authorized by TPL, as indicated by the signature below.

Please feel free to contact me if there are any questions.

Sincerely,

/s/ Catherine S. Wright
*Attorney for R. J. Corman Railroad
Property, LLC*

Seen and agreed:



Trust For Public Land

cc: All Parties of Record

EXHIBIT A

R. J. Corman Railroad Company
RJCR Eastern Tennessee Line (Oneida Line)

