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SERVICE DATE—FEBRUARY 27, 2026

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: February 27, 2026

Norfolk Southern Railway Company (NSR) 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 Board, at the request of Open Space Institute Land Trust, Inc. (OSILT), reopened the proceeding and issued a notice of interim trail use or abandonment (NITU) permitting OSILT to negotiate for interim trail use/rail banking of the Line under the National Trails System Act, 16 U.S.C. § 1247(d). Norfolk S. Ry.—Aban. Exemption—in Cuyahoga, Geauga, & Portage Cntys., Ohio, AB 290 (Sub-No. 418X) (STB served July 24, 2025).

On November 18, 2025, OSILT requested that the Board reopen the abandonment exemption, vacate the existing NITU, and issue a replacement NITU substituting West Creek Conservancy, Inc. (West Creek), and the City of Solon, Ohio (Solon), as trail sponsors on two different segments of the Line. By decision served on December 10, 2025, the proceeding was reopened and a replacement NITU issued making (1) West Creek the trail sponsor for the segment between milepost RH 21.5 +/- at the Geauga-Portage County Line and milepost RH 22.0 +/- in Portage County (Segment 1) and (2) Solon the trail sponsor for the segment between milepost RH 15.0 +/- in Cuyahoga County and milepost RH 21.5 +/- at the Geauga-Portage County Line (Segment 2). On December 18, 2025, NSR, West Creek, and Solon notified the Board that they had reached a trail use/rail banking agreement covering both segments of the Line.

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).

On January 20, 2026, West Creek filed a request for itself and on behalf of the City of Aurora, Ohio (Aurora), asking that the Board reopen the abandonment proceeding, vacate the NITU for Segment 1, and issue a replacement NITU substituting Aurora as trail sponsor for that segment.² West Creek states that it will assign its interest in the trails use agreement with NSR to Aurora. On January 23, 2026, NSR filed a letter consenting to the substitution.

West Creek has submitted a copy of the extant NITU and a statement by Aurora indicating its willingness to assume full responsibility for: (i) management of 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. Aurora has also acknowledged that use of the right-of-way is subject to possible future reconstruction and reactivation of the right-of-way for rail service.

Because the request complies with the requirements of 49 C.F.R. § 1152.29(f) and NSR has consented to the substitution of the trail sponsor, this proceeding will be reopened, the NITU issued to West Creek will be vacated, and a replacement NITU will be issued to Aurora for Segment 1.

It is ordered:

1. This proceeding is reopened.
2. The NITU issued on December 10, 2025, is modified to vacate from that NITU Segment 1.
3. A replacement NITU applicable to Aurora as interim trail sponsor on Segment 1 is issued, effective on the service date of this decision and notice.
4. The new trail sponsor is required to assume, for the term of the agreement, 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 the payment of any and all taxes that may be levied or assessed against, the right-of-way.
5. Interim trail use/rail banking is subject to possible future reconstruction and reactivation of the right-of-way for rail service and to the new trail sponsor's continuing to meet its responsibilities for the right-of-way described in paragraph 4 above.
6. If the new trail sponsor intends to terminate trail use, it must send the Board a copy of this decision and notice and request that it be vacated on a specified date.

² Solon will continue as the trail sponsor for Segment 2.

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

By the Board, Anika S. Cooper, Chief Counsel, Office of Chief Counsel.