

**National Association of Reversionary Property Owners
(NARPO)**

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**RE: AB 565-1X New York Central Lines LLC Abandonment
Exemption—in Middlesex County, Mass.**

NARPO requests the STB to accept this response to a letter filed today and dated September 25, 2023 with the STB. This letter from the City of Framingham, MA., (City) says that the City and CSX have reached an agreement to transfer the “Trail Line”, whatever that is, from the Georgetown and Highline Railway (GHL) to the City on September 29, 2023.

NARPO writes in response to this letter. It can be inferred that this letter is supposed to say that the City and GHL have reached a Trail Use Agreement, but that is not what the letter says. If it is a Trail Use Agreement, then it does not comply with the STB rules at 49 CFR 1152.29(h). If the letter merely states that the City and GHL have reached an agreement to transfer the NITU in AB 565-1X, then all of NARPO’s previous questions previously raised about the legality of what CSX, GHL and the City are trying to pull off in this NITU scam are still valid questions.

NARPO stands by all that was written in NARPO’s September 6, 2023 letter to the STB regarding AB 565-1X. NARPO also requests the STB to look into how CSX and GHL are subverting the STB rules. What would the STB rules look like if each railroad decided to form an alter ego/affiliate just to extend the NITU extension rules from EP-746? As the real estate title association has said during EP-746 rulemaking, they would like some kind of finality on railroad right of way ownership. How can there be finality when CSX forms an affiliate for no other purpose than to extend NITUs indefinitely by finding a straw man entity to stand in to keep the NITU extension going on; then the straw man drops out and GHL steps back in and a few years later finds another straw man. Supposedly the City of Framingham and GHL have come to a Trail

Use agreement, but in reality that agreement has not been signed and is pending funding, due diligence, etc. Obviously a case of smoke and mirrors to obfuscate that no real binding agreement has been signed.

Due to the obvious subversion by CSX,GHL and the City of STB rules, the STB should declare that the rail line in AB 565-1X is abandoned and consummated due to over 23 years of non use; see **RLTD v. STB**, 166 F3d 308, 1999.

Richard Welsh, Exec. Director NARPO

All parties of record were served via email on September 26, 2023.