United States Court of Appeals for the Federal Circuit

DEBORAH E. BARRON, JOHN BUENAVENTURA BAEZ, JAMES ACHILLE, JONATHAN ACHILLE, THE ALB REVOCABLE TRUST, THE RPB REVOCABLE TRUST, COURTYARD VILLAS, L.L.C., RONALD NOURSE, OLD FOREST LAKES OWNERS ASSOCIATION, GILDA PASCUAL, STEPHEN STILLER, CHRISTOPHER WORMWOOD, SHARON KRUEGER, JAMES MUSSELWHITE, ENOS WEAVER, JR., ANNA MARY WEAVER, WILLIS MARTIN, ALTA MARTIN, JAMES MYERS, KATHERINE MYERS, JUNE SHUMWAY, DANIEL J. MALLON, IRENE A. MALLON, AS TRUSTEES OF THE MALLON FAMILY TRUST UNDER AGREEMENT DATED OCTOBER 3, 2007,
Plaintiffs-Appellants

ALEXANDRINE L. BOSWELL, TRUSTEE OF THE ALB REVOCABLE TRUST, DATED JULY 21, 2003, ROMAN P. BOSWELL, TRUSTEE OF THE RPB REVOCABLE TRUST, DATED AUGUST 31, 2004, JACEK GATKIEWICZ, HANNA GATKIEWICZ, JONATHAN LESTER, ANAPAULA V. LESTER,
Plaintiffs

v.

UNITED STATES,
Defendant-Appellee

2025-1179

Appeal from the United States Court of Federal Claims in No. 1:21-cv-02181-EHM, Judge Edward H. Meyers.

4023 SAWYER ROAD I, LLC, DOUGLAS ABBOTT, CYNTHIA G. ABBOTT, JULIA R. ADKINS, AUSTIN C. MURPHY, RONALD S. ALBRITTON, JOYCE S. ALBRITTON, LOUIS J. ALDERMAN, JR. AS TRUSTEE OF LOUIS L. ALDERMAN 2013 REVOCABLE TRUST, NEAL ATCHLEY, JO ATCHLEY, JEFFREY DOYLE,
Plaintiffs

JOHN M. ALVIS, ET AL.,
Plaintiffs-Appellants

v.

UNITED STATES,
Defendant-Appellee

2025-1459

Appeal from the United States Court of Federal Claims in Nos. 1:19-cv-00757-EHM, Judge Edward H. Meyers.

Decided: October 22, 2026

MARK F. HEARNE, II, True North Law Group, LLC, St. Louis, MO, argued for plaintiffs-appellants.

EMILY POLACHEK, Appellate Section, Environment and

Natural Resources Division, United States Department of Justice, Bloomington, MN, argued for defendant-appellee. Also represented by ADAM R.F. GUSTAFSON, MARY GABRIELLE SPRAGUE, Washington, DC.

Before LOURIE, STOLL, and STARK, *Circuit Judges*.

LOURIE, *Circuit Judge*.

This appeal arises from a rails-to-trails land conversion in Florida carried out under the National Trails System Act Amendments of 1983 (the "Trails Act"). Appellants Deborah E. Barron *et al.* (collectively, "Landowners") own land adjacent to a rail corridor on which Seaboard Air Line Railway ("Seaboard") historically operated a railroad. In May 2019, the Surface Transportation Board ("STB") issued a Notice of Interim Trail Use ("NITU") on a segment of that rail corridor. Landowners argued that the NITU issuance constituted a taking of their property by the United States without the just compensation required by the Fifth Amendment.

In two decisions constituting the appealed orders, the Court of Federal Claims ("the Claims Court") disagreed, determining that the railroad owned title to the land in fee simple and thus no Fifth Amendment taking occurred. *Barron v. United States*, 174 Fed. Cl. 114, 119 (2024); *4023 Sawyer Rd. I, LLC v. United States*, 175 Fed. Cl. 79, 81 (2025). Landowners now appeal, arguing that the Claims Court erred in its ownership and taking determinations. We affirm.

BACKGROUND

Railroad operators seeking to abandon a railroad must file an application with (or seek an exemption from) the STB, which has regulatory authority over railroad lines. *Caldwell v. United States*, 391 F.3d 1226, 1229–30 (Fed. Cir. 2004) (citing 49 U.S.C. §§ 10903, 10502). But in

seeking abandonment authority, railroad operators may utilize the Trails Act "to convert their rail corridors to trails rather than abandon them altogether." *Pressly v. United States*, 174 F.4th 1368, 1373 (Fed. Cir. 2026) (citing National Trails System Act Amendments, Pub. L. No. 98-11, § 208(2), 97 Stat. 42, 48 (1983) (codified at 16 U.S.C. § 1247(d))). That involves a "railbanking" process, which "allows a railroad to negotiate with a state, municipality, or private group (the 'trail operator') to assume financial and managerial responsibility for operating the railroad right-of-way as a recreational trail." *Caldwell*, 391 F.3d at 1229. "If the railroad [and trail] operator[s] agree[] to interim trail use, STB will issue an NITU." *Pressly*, 174 F.4th at 1373 (citing 49 C.F.R. § 1152.29(d)(1)). An NITU allows a railroad to "discontinue service, cancel tariffs, and salvage track and other equipment" without legally abandoning the line. *Caldwell*, 391 F.3d at 1230.

Critically, when the STB issues an NITU, "state law reversionary interests that would otherwise take effect pursuant to normal abandonment proceedings are forestalled," *id.* at 1236, which may result in an unconstitutional Fifth Amendment taking (depending on what, if any, reversionary interests there are) unless the property holder receives just compensation, *Pressly*, 174 F.4th at 1373.

In the instant case, the land at issue is an approximately 7.68-mile segment of a railway line known as the Venice Branch. *Barron*, 174 Fed. Cl. at 119.[1] As relevant on appeal, the railroad acquired an interest in the Venice Branch from Landowners' predecessors-in-interest via two

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[1] Because the factual background regarding the land and railroad line is substantially the same for both Claims Court cases from which Landowners appeal, we cite only *Barron*. *See Barron*, 174 Fed. Cl. at 119; *4023 Sawyer Rd.*, 175 Fed. Cl. at 82–83.

mechanisms: a set of conveyance deeds—from Sarasota Land Company ("SLC"), Clough, Burton, Neihardt, two from Florida Mortgage and Investment Company ("FMIC"), and Ringling—and the judgment of a 1926 condemnation proceeding ("Condemnation Judgment"). *Barron*, 174 Fed. Cl. at 119; *4023 Sawyer Rd.*, 175 Fed. Cl. at 82–83.

In March 2019, the operator of the corridor, Seminole Gulf Railway, L.P., filed a notice of exemption to abandon the Venice Branch. *Barron*, 174 Fed. Cl. at 119. In response, the Sarasota County Board of County Commissioners filed a Request for Public Use Condition and Request for Interim Trail Use with the STB. J.A. 185–88. The STB then issued an NITU for the Venice Branch under § 8(d) of the Trails Act. *Barron*, 174 Fed. Cl. at 119.

Landowners then sued the United States in the Claims Court, claiming that the deeds and Condemnation Judgment conveyed to the railroad only an easement in the land underlying the Venice Branch, and thus the issuance of the NITU prevented what they assert is their fee title from becoming unencumbered upon abandonment, leaving them with a reversionary interest and resulting in an unconstitutional taking. *Barron*, 174 Fed. Cl. at 119–20; *4023 Sawyer Rd.*, 175 Fed. Cl. at 82. The government countered that the conveyance deeds and Condemnation Judgment conveyed a fee simple interest to the railroad such that no taking occurred. *Barron*, 174 Fed. Cl. at 120; *4023 Sawyer Rd.*, 175 Fed. Cl. at 82.

The Claims Court agreed with the government. *Barron*, 174 Fed. Cl. at 138–39; *4023 Sawyer Rd.*, 175 Fed. Cl. at 97–98. It first concluded that each deed unambiguously conveyed a fee simple interest, relying on the deeds' broad conveyance language, specific mention of the land, and lack of any reversionary clause. *Barron*, 174 Fed. Cl. at 126–32; *4023 Sawyer Rd.*, 175 Fed. Cl. at 91–94. Second, as to

the Condemnation Judgment, the Claims Court determined that the language concerning the type of estate conveyed was ambiguous, but nonetheless concluded, after consulting extrinsic materials from the condemnation proceeding, that the Condemnation Judgment also conveyed to the railroad title in fee simple. *Barron*, 174 Fed. Cl. at 132–38.

Because, in its view, each deed and the Condemnation Judgment conveyed title to the railroad in fee simple, the Claims Court granted summary judgment to the government. *Barron*, 174 Fed. Cl. at 138–39; *4023 Sawyer Rd.*, 175 Fed. Cl. at 97–98. Landowners appealed, and we have jurisdiction under 28 U.S.C. § 1295(a)(3).

STANDARD OF REVIEW

"We review a grant of summary judgment by the Court of Federal Claims *de novo*." *Pressly*, 174 F.3d at 1374 (citing *Barlow v. United States*, 86 F.4th 1347, 1353 (Fed. Cir. 2023)). "Summary judgment is appropriate only where, when drawing all reasonable inferences in favor of the nonmoving party, there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law." *Id.* "Whether a taking has occurred is a question of law based on factual underpinnings." *Chi. Coating Co., LLC v. United States*, 892 F.3d 1164, 1169 (Fed. Cir. 2018) (quoting *Stearns Co. v. United States*, 396 F.3d 1354, 1357 (Fed. Cir. 2005)). "We conduct a plenary review of the legal conclusions of the [Claims Court] while reviewing its factual conclusions for clear error." *Id.* (modifications added).

DISCUSSION

The instant dispute turns on whether the deeds and Condemnation Judgment conveyed an interest in fee simple or merely an easement. *See Pressly*, 174 F.4th at 1373. If they conveyed an interest in fee simple, there was no reversionary interest left to the Landowners' predecessors-in-interest, no taking occurred, and we must affirm. *Id.*

Conversely, if they conveyed only an easement for railroad use, there was a reversionary interest, and we must reverse and remand for the Claims Court to determine the nature and status of the easement. *See Preseault v. United States*, 100 F.3d 1525, 1533 (Fed. Cir. 1996) (en banc). But first, because "acquisition of property rights is governed by the law of the state in which the property sits," *Pressly*, 174 F.4th at 1374, we review relevant Florida law.

I

This court and the Claims Court have encountered Florida law in rails-to-trails cases before; most relevant here is the *Rogers* line of cases. *See, e.g.*, *Rogers v. United States*, 184 So. 3d 1087 (Fla. 2015) ("*Rogers IV*"); *Rogers v. United States*, 814 F.3d 1299 (Fed. Cir. 2015) ("*Rogers V*"). There, we certified questions of Florida law to the Florida Supreme Court, which the Florida Supreme Court answered in *Rogers IV*. *See* 184 So. 3d at 1100.

As relevant here, the Florida Supreme Court in *Rogers IV* provided the following guiding principles on Florida law: (1) "the effect of a deed, both as to the property conveyed and the character of the estate conveyed, is determined by the intent of the grantor," *id.* at 1095; (2) "[w]hen the language of a deed is clear and certain in meaning and the grantor's intention is reflected by the language employed, there is no room for judicial construction of the language nor interpretation of the words used," *id.* (quotation omitted); (3) "[w]hen a deed is unambiguous and sufficient on its face to show the grantor's intent as to the property described and the estate conveyed, extrinsic evidence is not admissible to vary the terms," *id.* at 1100 (citations omitted); and (4) "the amount of consideration stated in a deed provides no basis for questioning the validity of the deed," *id.* at 1097 (citations omitted).

II

With the above guiding principles in mind, we turn first to the deeds for each conveyance.

A

Each conveyance deed contains explicit language granting rights in the land itself without any reversionary clause. The SLC and Clough deeds state that "the [grantor] hereby grants, bargains, sells and conveys unto the [Seaboard Air Line Railway] *all their right, title and interest*, of any nature whatsoever in . . . [a]ll those certain *pieces or parcels of land*." *See* J.A. 3832 (SLC deed); J.A. 3839 (Clough deed)[2] (emphases added). The Burton deed similarly "*grant[s], bargain[s], sell[s] and convey[s]* . . . [a] *strip of land*" and "sell[s], transfer[s] and assign[s] . . . *all its right, title and interest*." J.A. 3824–25 (emphases added). The Neihardt, FMIC, and Ringling deeds each contain similar "granting" language. *See* J.A. 3867 ("granted, bargained, and sold . . . the following described land"); J.A. 3853, 3858 (same); J.A. 3874 ("granted, bargained, sold and conveyed . . . the following described land").

Rogers V is instructive here. Like the deeds that conveyed land in fee simple in *Rogers V*, the deeds here "make no reference to an easement or right-of-way," but instead refer to a "strip of land" without a reversionary clause. *See* 814 F.3d at 1306; J.A. 3832, 3839, 3824–25, 3867, 3853, 3858, 3874. And like the deeds in *Rogers V*, the expansive granting language of "all of their interest" unambiguously indicates conveyances in fee simple. *See Rogers V*, 814 F.3d at 1306; J.A. 3832, 3839, 3824–25, 3867, 3853,

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[2] The Clough deed uses the singular "grant, bargain, sell, and convey," but the language is materially the same for purposes of our analysis. *See* J.A. 3839.

3858, 3874. Accordingly, the deeds before us unambiguously intended to grant title in fee simple. *See Rogers V*, 814 F.3d at 1306.

Additionally, language in some of the deeds provides further support that those deeds conveyed a fee simple title. The Burton, Neihardt, FMIC, and Ringling conveyance deeds each indicate that the land was to be sold "forever." *See* J.A. 3825 (Burton); J.A. 3867 (Neihardt); J.A. 3853, 3858 (FMIC); J.A. 3876 (Ringling). Such language reinforces the idea that there was no intent to restore the original owners "with a possessory estate unencumbered by [any] servitude"—a key feature in easements. *See Marvin M. Brandt Revocable Tr. v. United States*, 572 U.S. 93, 105 (2014). And furthermore, the Ringling conveyance deed explicitly indicates that the conveyance is "*in fee simple* forever." J.A. 3876 (emphasis added).

It is true that there is "right of way" language in the FMIC conveyance deeds. J.A. 3853, 3858. The FMIC conveyance deeds, after describing conveyance of land forever, recite a "[d]escription of part of the right of way [t]o be obtained." J.A. 3853. But under Florida law, describing conveyed land using the phrase "right of way" does not automatically mean a grantor conveys an easement; rather, the language of the deed must be evaluated as a whole. *Atl. Coast Line R. Co. v. Duval Cnty.*, 114 Fla. 254, 258 (1934) ("A railroad right of way in this state is not a mere easement or user for railroad purposes. Like other property it is acquired by purchase or condemnation and vests a fee in the company acquiring it which cannot be divested except as the law provides."); *see also* 43 Fla. Jur 2d Railroads § 28. Given the aforementioned expansive, unrestricted granting language of land "forever," with a clause warranting "the title to said land," J.A. 3855, the language of the FMIC conveyance deeds as a whole indicates the transfer of title in fee simple to the railroad. *See Rogers V*, 814 F.3d at 1306.

B

Landowners make a variety of arguments as to why the conveyance deeds did not grant the railroad the land in fee simple. None is persuasive.

Landowners, for the most part, offer several policy arguments. *See* Open. Br. 29–45. Landowners argue that "Florida public policy strongly disfavors [] fee [simple] estates" for railroads on "strips of land," *id.* at 31–35, the Claims Court decision contravenes our interpretation of another state's law, *id.* at 35–40, and right of way language presumes an easement, *id.* at 41–45. But those policy arguments are unavailing in light of the Florida Supreme Court's guiding rule that "[w]hen the language of a deed is clear and certain in meaning and the grantor's intention is reflected by the language employed, there is no room for judicial construction of the language nor interpretation of the words used." *Rogers IV*, 184 So. 3d at 1095. As explained above, all the deeds use clear and certain language, and any policy arguments that ignore the language of the deeds must therefore fail. *See Boynton v. Canal Auth.*, 311 So. 2d 412, 415 (Fla. Dist. Ct. App. 1975) ("[I]f the language employed is plain and unambiguous there is no room for construction nor interpretation, and the effect thereof must be determined in the light of the literal meaning of the language used.").

Landowners do briefly address the language of the deeds. *See* Open. Br. 55. They argue that the Claims Court's decision is "contrary to the explicit text of the conveyances," which, according to them, conveyed easements. *Id.* They do so by focusing on the timing of the conveyances, the size of the land conveyed, and the fact that the interests are "across" "narrow strip[s]" of land. *See id.* But those arguments are unpersuasive considering, as explained above, that the unambiguous language of the deeds conveyed land in fee simple to the railroad. *See Rogers IV*, 184 So. 3d at 1097; *Boynton*, 311 So. 2d at 415.

Finally, Landowners argue that reliance on the *Rogers* line of cases is improper because *Rogers IV* did not deal with voluntary conveyances—*i.e.*, "conveyance[s] without valuable consideration." Open. Br. 49–54. Landowners rely on the nominal consideration in the deeds to argue that the conveyances are voluntary. But that is not relevant here. Indeed, the Florida Supreme Court in *Rogers IV* rejected such an argument, stating that "the amount of consideration stated in a deed provides no basis for questioning [its] validity." 184 So. 3d at 1096–97. Rather, we look only to the language of the deeds when that language is unambiguous, as it is here. *See id.* at 1097.

Accordingly, we conclude that each deed conveyed to the railroad an interest in fee simple such that there was no Fifth Amendment taking.

III

We now address the Condemnation Judgment. The Condemnation Judgment is a jury verdict that resulted from a 1920s condemnation proceeding in Florida district court, where the Tampa Southern Railroad Company sought to condemn part of the property at issue here for railroad use. *Barron*, 174 Fed. Cl. at 132; J.A. 1383–84. It reads in relevant part:

> We, the jury, . . . impaneled [] . . . to try what compensation shall be paid to the defendant for the *property sought to be appropriated* in this cause, irrespective of any benefit from any improvement proposed by the petitioner, do find:
>
> l. That the property sought to be condemned is described as follows:
>
> *All that certain piece, parcel or strip of land* [described]
>
> 2. That the compensation made therefor shall be the sum of $61,500.00 Dollars,

> . . .
>
> It is considered by the Court *that the property therein described be appropriated by the Tampa Southern Railroad Company for use as a right of way for said Railroad Company*. . . .

J.A. 1359–60 (emphases added).

As an initial matter, we note that we analyze the Condemnation Judgment in the same way as the conveyance deeds—*i.e.*, "if the language employed is plain and unambiguous there is no room for construction nor interpretation." *See Boynton*, 311 So. 2d at 415. But if that language is ambiguous, then we may construe its terms. *See id.*

We first conclude that the language of the Condemnation Judgment is ambiguous. It describes a "property," in the form of "[a]ll that certain piece, parcel or strip of land," "for use as a right of way for [the railroad]." J.A. 1359. The phrase "right of way" here renders the Condemnation Judgment ambiguous, because it "sometimes is used to describe a right belonging to a party, a right of passage over any tract . . . [but] is also used to describe that strip of land which railroad companies take upon which to construct their road-bed." *Joy v. City of St. Louis*, 138 U.S. 1, 44 (1891); *see Atl. Coast Line*, 114 Fla. at 258 (under Florida law, a railroad "right of way" obtained via condemnation may "vest[] a fee" in the railroad acquiring it).

The Condemnation Judgment here contains no language that unambiguously shows whether the railroad obtained ownership in fee simple or a mere easement. On the one hand, we could consider the Condemnation Judgment to convey ownership in fee simple because it provides that "the property sought to be condemned is described as . . . [*a*]*ll* that certain piece, parcel or strip of land . . . for use as a right of way," J.A. 1359–60 (emphasis added), such that it is a "strip of land which railroad companies take upon which to construct their road-bed," *Joy*, 138 U.S. at 44. On

the other hand, it could be an easement as a "right of passage," *id.*, considering the property is "for use as a right of way," J.A. 1360[3]; *see Nerbonne, N.V. v. Fla. Power Corp.*, 692 So. 2d 928, 928 (Fla. Dist. Ct. App. 1997) (using the terms "right of way" and "easement" interchangeably because the conveyance language did so).

Accordingly, because the language is ambiguous, we examine the extrinsic evidence in the record. *See Boynton*, 311 So. 2d at 415 ("If a judgment cannot be interpreted from the language in the judgment itself, the entire record may be examined and considered for the purpose of interpreting the judgment and determining its operation and effect.").

We conclude that the extrinsic evidence resolves the ambiguity such that the Condemnation Judgment conveyed the land in fee simple. The extrinsic evidence consists of filings from the 1926 condemnation action; specifically, a set of proposed jury instructions from each party and a joint stipulation describing the land to be condemned. *See Barron*, 174 Fed. Cl at 134–35; J.A. 1378–79 (railroad proposed jury instructions); J.A. 1342 (landowners proposed jury instructions); J.A. 1352 (joint stipulation). Both sets of proposed jury instructions charge the jury with considering the value of the specific land—not the value of the right to use that land. *See* J.A. 1342 (landowners asking the court to charge the jury to "fix[] the compensation to be paid [to] the owners *for the land sought to be taken*" (emphasis added)); J.A. 1378 (railroad requesting

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[3] Amicus argues that the fact that the property was taken "for use as a right of way" disposes of the inquiry such that the Condemnation Judgment granted only an easement. *See* ECF No. 41 at 12–13. That is not the case, as the term "right of way" can be ambiguous. *See Joy*, 138 U.S. at 44; *Atl. Coast Line*, 114 Fla. at 258.

the court to instruct the jury to "consider[] the compensation to be paid to the defendant *of the land about to be taken*" by "fix[ing] the actual cash market value *of the land taken*" (emphases added)). The joint stipulation reinforces that understanding, as it describes the metes and bounds of the "land sought to be taken." *See* J.A. 1352.

Landowners' counterarguments are not persuasive. They deal with general principles of railroad taking and public policy, attempting to analogize the principles of Vermont law to the facts here. *See* Open. Br. 29–40. But those arguments do not engage with the text of the Condemnation Judgment or the filings from the condemnation proceeding, which are necessary to ascertain the meaning of the ambiguous contract term. *See id.* at 29–40; *Boynton*, 311 So. 2d at 415. As explained above, to determine the meaning of a judgment we look to the document itself or, in cases of ambiguity, the entire record. *See Boynton*, 311 So. 2d at 415. Only in that way do we "determin[e] its operation and effect." *Id.*

Furthermore, we reject Landowners' argument that the ordinary meaning of "right of way" necessitates that the railroad received only an easement from the condemnation proceeding. *See* Open. Br. 41–45. Florida law is clear that a railroad right of way "is not [necessarily] a mere easement," but rather may, under certain circumstances, "vest[] a fee in the company acquiring it." *See Atl. Coast Line*, 114 Fla. at 258. In light of both *Joy* and *Atlantic Coast Line Railroad*, Landowners' argument is unpersuasive—both cases indicate that a "right of way" *may* be an easement, but *is not necessarily so*. *Joy*, 138 U.S. at 44; *Atl. Coast Line*, 114 Fla. at 258. Any ambiguity present in

the Condemnation Judgment leads us to the extrinsic evidence analyzed above, which leads us to conclude that it conveyed title in fee simple.[4]

IV

Finally, Landowners ask us to certify to the Florida Supreme Court "the novel interpretation of Florida law upon which the [Claims Court] premised its dismissal." Open. Br. 56. We see no such "novel interpretation." Florida law is clear that the court must examine the language of the relevant document to see if it unambiguously conveyed land in fee simple. *See Rogers IV*, 184 So. 3d at 1100. The Claims Court did so, and we agree with its conclusions. Certification is thus unwarranted. *See Toews v. United States*, 376 F.3d 1371, 1381 (Fed. Cir. 2004).

CONCLUSION

For the foregoing reasons, we affirm the judgment of the Claims Court.

AFFIRMED

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[4] Landowners do not argue that, if this court agrees with the Claims Court that the Condemnation Judgment is ambiguous, the extrinsic evidence supports finding a conveyance of an easement. *See* Oral Arg. at 8:23–9:51, 30:51–31:14, https://www.cafc.uscourts.gov/oral-arguments/25-1179_09142026.mp3.