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SERVICE DATE – LATE RELEASE JANUARY 18, 2006

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

STB Docket No. AB-792X

RAILROAD SWITCHING SERVICE OF MISSOURI, INC.–ABANDONMENT
EXEMPTION–IN ST. LOUIS COUNTY, MO

Decided: January 17, 2006

By decision and notice of interim trail use or abandonment (NITU) served on May 2, 2005, the Board, under 49 U.S.C. 10502, exempted from the prior approval requirements of 49 U.S.C. 10903, the abandonment by Railroad Switching Service of Missouri, Inc. (RSSM), of its entire line of railroad, extending 1.89 miles from a point of connection with Norfolk Southern Railway Company at or near Broad Street (milepost 0) to the end of the line at 900 North Tucker Boulevard (milepost 1.89), in St. Louis County, MO. The NITU authorized a 180-day period for The Trust for Public Land (TPL) to negotiate an agreement with RSSM for interim trail use/rail banking for the right-of-way.

By letter filed on January 3, 2006, TPL and the Metropolitan Park and Recreation District, d/b/a The Great Rivers Greenway District (GRGD), pursuant to 49 CFR 1152.29(f), jointly requested that the Board vacate the existing NITU and issue an appropriate replacement NITU to GRGD.

The parties have submitted a copy of the extant NITU and a statement of willingness to assume financial responsibility by GRGD. The parties have also indicated the date of transfer of responsibility for the right-of-way as December 30, 2005. The parties' submission meets the requirements of 49 CFR 1152.29(f). Accordingly, this proceeding will be reopened and the requested relief will be granted.

This decision 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 NITU served on May 2, 2005, is vacated.

3. A replacement NITU applicable to GRGD as interim trail user is issued, effective on the service date of this decision.
4. The new trail user 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 the future restoration of rail service and to the new user's continuing to meet the financial obligations for the right-of-way.
6. If the new trail user intends to terminate trail use, it must send the Board a copy of this NITU and request that it be vacated on a specified date.
7. This decision is effective on its service date.

By the Board, David M. Konschnik, Director, Office of Proceedings.

Vernon A. Williams
Secretary