

SERVICE DATE – JANUARY 22, 2025

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 12 (Sub-No. 184X)

SOUTHERN PACIFIC TRANSPORTATION COMPANY—ABANDONMENT
EXEMPTION—WENDEL-ALTURAS LINE IN MODOC AND LASSEN
COUNTIES, CAL.

Decided: January 22, 2025

Southern Pacific Transportation Company (SP), as part of the company's merger with Union Pacific Railroad Company (UP) approved in 1996, filed a petition for exemption under 49 U.S.C. § 10505 (now 49 U.S.C. § 10502) from the prior approval requirements of 49 U.S.C. §§ 10903-04 (now 49 U.S.C. § 10903) to abandon an approximately 85.5-mile line between milepost 360.1, near Wendel, and milepost 445.6, near Alturas, in Modoc and Lassen Counties, Cal. (the Wendel-Alturas Line). See Union Pac. Corp.—Control & Merger—S. Pac. Rail Corp., 1 S.T.B. 223 (1996). A decision and notice of interim trail use or abandonment (NITU) was served and published in the Federal Register on August 12, 1996 (61 Fed. Reg. 41,826), authorizing a 180-day period for SP to negotiate an interim trail use/railbanking agreement with various parties and governmental agencies for the Wendel-Alturas Line. Thereafter, the Board granted several requests to extend the negotiating period.

On February 20, 2008, with the consent of UP, the United States Department of the Interior's Bureau of Land Management (BLM), the original trail sponsor, filed a final request in this docket to extend the negotiating period. The Board granted this request in a decision served February 28, 2008. S. Pac. Transp. Co.—Aban. Exemption—Wendel-Alturas Line in Modoc & Lassen Cntys., Cal., AB 12 (Sub-No. 184X) (STB served Feb. 28, 2008). On September 18, 2008, UP filed a letter with the Board announcing that UP had consummated a trail use agreement with Lassen Land and Trail Trust (LLTT) and conveyed the Wendel-Alturas Line right-of-way to LLTT on September 5, 2008.

On December 20, 2024, LLTT, joined by BLM, filed an after-the-fact request to reopen the abandonment exemption, vacate the existing NITU, and issue a replacement NITU substituting LLTT for BLM as the trail sponsor over the Wendel-Alturas Line. The request states that the parties recently discovered they had failed to file any documentation with the Board substituting LLTT as interim trail manager pursuant to 49 C.F.R. § 1152.29. The parties have filed this request to correct their mistake or oversight and allow LLTT to sponsor the trail with the proper authority from the Board. On January 22, 2025, UP consented to the substitution of trail sponsor via letter to the Board.

Pursuant to 49 C.F.R. § 1152.29(f), LLTT has submitted a statement 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. LLTT has also acknowledged that the use of the right-of-way for trail purposes is subject to future reconstruction and reactivation of the right-of-way for rail service.

Because the request complies with the requirements of § 1152.29(f) and UP has consented to the substitution of trail sponsor, this proceeding will be reopened, the NITU issued to BLM will be vacated, and a replacement NITU will be issued to LLTT for the Wendel-Alturas Line.

It is ordered:

1. This proceeding is reopened.
2. The NITU issued on August 12, 1996, is vacated.
3. A replacement NITU applicable to LLTT as interim trail sponsor of the Wendel-Alturas Line 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 (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 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.
5. Interim trail use/railbanking is subject to the future restoration of rail service and to the new sponsor's continuing to meet the financial obligations for the right-of-way.
6. If the 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.
7. This decision is effective on its service date.

By the Board, Scott M. Zimmerman, Acting Director, Office of Proceedings.