

SERVICE DATE – JULY 28, 2025

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

Docket No. AB 3 (Sub-No. 111X)

MISSOURI PACIFIC RAILROAD COMPANY—ABANDONMENT
EXEMPTION—IN OSAGE, LYON AND MORRIS COUNTIES, KAN.

Docket No. AB 3 (Sub-No. 115)

MISSOURI PACIFIC RAILROAD COMPANY—ABANDONMENT—
IN MIAMI, FRANKLIN, AND OSAGE COUNTIES, KAN.

Docket No. AB 3 (Sub-No. 121X)

MISSOURI PACIFIC RAILROAD COMPANY—ABANDONMENT
EXEMPTION—IN MORRIS AND DICKINSON COUNTIES, KAN.

Docket No. AB 33 (Sub-No. 313X)¹

UNION PACIFIC RAILROAD COMPANY—ABANDONMENT
EXEMPTION—IN MIAMI COUNTY, KAN.

Decided: July 28, 2025

Between 1993 and 1995, Missouri Pacific Railroad Company (MP) was authorized to abandon three consecutive portions of its Hoisington Subdivision (now known as the Flint Hills Greenway): (i) the portion extending between milepost 388.25 near Osage City, Kan., and milepost 425.0 near Council Grove, Kan., Mo. Pac. R.R.—Aban. Exemption—in Osage, Lyon & Morris Cntys., Kan., AB 3 (Sub-No. 111X) (ICC served Dec. 7, 1993); (ii) the portion extending between milepost 335.5 near Osawatomie, Kan., and milepost 388.25, Mo. Pac. R.R.—Aban.—in Miami, Franklin, & Osage Cntys., Kan., AB 3 (Sub-No. 115) (ICC served Dec. 30, 1994)²; and (iii) the portion extending between milepost 425.0 and milepost 451.57 near

¹ Docket Nos. AB 3 (Sub-No. 111X), AB 3 (Sub-No. 115), and AB 3 (Sub-No. 121X) are consolidated. Docket No. AB 33 (Sub-No. 313X) has not been consolidated with these proceedings. Because this decision vacates the NITU issued on May 21, 2025 in each of the above dockets, this decision will also be issued in each docket.

² MP was also authorized to abandon a portion of a line of railroad known as the Topeka Industrial Lead, between milepost 368.3 near Lomax, Kan., and milepost 381.8 near Overbrook, Kan. See Mo. Pac. R.R., AB 3 (Sub-No. 115) (ICC served Dec. 30, 1994).

Herington, Kan., Mo. Pac. R.R.—Aban. Exemption—in Morris & Dickinson Cntys., Kan., AB 3 (Sub-No. 121X) (STB served Mar. 3, 1995). The rail lines in each of these dockets were subsequently railbanked, with the Rails-to-Trails Conservancy (RTC) serving as the interim trail sponsor until it was replaced by Seranata Farms School of Equestrian Arts (Seranata), and Seranata serving as the trail sponsor until it was replaced by Kanza Rail-Trails Conservancy, Inc. (KRTC) (formerly known as the Kansas Horseman Foundation). See Mo. Pac. R.R.—Aban. Exemption—in Osage, Lyon & Morris Cntys., Kan., AB 3 (Sub-No. 111X) et al., slip op. at 1-2 (STB served July 25, 1997) (consolidating Docket Nos. AB 3 (Sub-No. 111X), AB 3 (Sub-No. 115), and AB 3 (Sub-No. 121X), and issuing a single notice of interim trail use or abandonment (NITU) authorizing KRTC to replace Seranata as the interim trail sponsor for the railbanked lines).

Additionally, in 2013, Union Pacific Railroad Company (UP) was authorized to abandon its Osawatimie Industrial Lead from milepost 335.0 to milepost 335.5. Union Pac. R.R.—Aban. Exemption—in Miami Cnty., Kan., AB 33 (Sub-No. 313X) (STB served July 23, 2013). An interim trail use/railbanking agreement was subsequently reached for 0.45 miles of the line between milepost 335.05 and milepost 335.5, and KRTC became the interim trail sponsor of the railbanked line. See Union Pac. R.R.—Aban. Exemption—in Miami Cnty., Kan., AB 33 (Sub-No. 313X) (STB served June 29, 2015) (authorizing KRTC to replace the City of Osawatimie as the interim trail sponsor for the railbanked line).

By decision and NITU served on May 21, 2025, in Docket Nos. AB 3 (Sub-No. 111X), AB 3 (Sub-No. 115), AB 3 (Sub-No. 121X), and AB 33 (Sub-No. 313X) (May 2025 Decision & NITU), the Board authorized the Kansas Department of Wildlife and Parks (KDWP) to replace KRTC as the interim trail sponsor for the four connected railbanked lines extending between milepost 335.05 and milepost 451.57 (the Line). Accordingly, the Board partially vacated the NITU served on July 25, 1997 in Docket Nos. AB 3 (Sub-No. 111X), AB 3 (Sub-No. 115), and AB 3 (Sub-No. 121X), and issued a replacement NITU applicable to KDWP as interim trail sponsor in those dockets, except with respect to the portion of the Topeka Industrial Lead at issue in Docket No. AB 3 (Sub-No. 115).³ See May 2025 Decision & NITU, AB 3 (Sub-No. 111X) et al., slip op. at 3. The Board also vacated the NITU served on June 29, 2015, in Docket No. AB 33 (Sub-No. 313X) and issued a replacement NITU applicable to KDWP as interim trail sponsor. See id.

On May 27, 2025, UP, “for itself and as successor-in-interest to [MP],” filed a petition to partially vacate the NITU served on May 21, 2025, to allow UP to use the 0.10-mile segment of the Line between milepost 451.47 and milepost 451.57 (the Segment) “for railroad purposes.” (Pet. 2.) This Segment is located on the westernmost end of the Line, near Herington. (Id. at 4.) UP states that it recently “determined that its ability to provide railroad service would be enhanced by constructing certain ancillary track near Herington to support operations on its

³ Because KRTC and KDWP did not request that KDWP substitute KRTC as the interim trail sponsor for the Topeka Industrial Lead portion of rail line discussed in note 2 supra, the May 2025 Decision & NITU only partially vacated the NITU served on July 25, 1997. See May 2025 Decision & NITU, AB 3 (Sub-No. 111X) et al., slip op. at 3 n.3. Accordingly, KRTC remains the interim trail sponsor for that portion of the Topeka Industrial Lead. Id.

Topeka Subdivision of the Tucumcari Line, which crosses the railbanked portion of the Hoisington Subdivision near Herington.” (Id. at 3.) According to UP, the project will not impact the existing competitive conditions nor involve any “expansion into new territory.” (Id. at 3-4.) UP also states that the project will have no effect on the remainder of the Line—i.e., the portion of the Line between milepost 335.05 and milepost 451.47. (Id. at 4.) UP represents that KDWP agrees to reconvey the Segment to UP, (id. at 2), and that KDWP will continue to serve as interim trail sponsor for the remainder of the Line, (id. at 4).

Under 16 U.S.C. § 1247(d), interim trail use is subject to the future restoration of rail service over the right-of-way. See 16 U.S.C. § 1247(d). An interim trail use arrangement is therefore subject to being cut off for the reinstitution of rail service at any time. See, e.g., Lake Superior & Ishpeming R.R.—Aban. Exemption—in Marquette Cnty., Mich., AB 68 (Sub-No. 4X), slip op. at 1 (STB served Sept. 13, 2012). Under 49 C.F.R. § 1152.29(d)(2), a party may request that a NITU be vacated for only a portion of the right-of-way. UP’s petition will be granted, and accordingly, these proceedings will be reopened, the NITU will be vacated, and a replacement NITU will be issued covering the remainder of the Line’s right-of-way. See 49 C.F.R. § 1152.29(d)(2).

It is ordered:

1. These proceedings are reopened.
2. The NITU served on May 21, 2025, in Docket Nos. AB 3 (Sub-No. 111X), AB 3 (Sub-No. 115), AB 3 (Sub-No. 121X), and AB 33 (Sub-No. 313X) is vacated, as described above.
3. A replacement NITU applicable to the segment of the Line from milepost 335.05 near Osawatomie to milepost 451.47 near Herington is issued, effective on the service date of this decision and notice.
4. Interim trail use/railbanking is subject to the future restoration of rail service and to KDWP’s continuing to meet the financial obligations for the right-of-way.
5. If the trail sponsor intends to terminate trail use, it must send the Board a copy of this decision and notice and request that the NITU be vacated on a specified date.
6. This decision and notice is effective on its service date.

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