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ORIGINAL

209335

November 5, 2003

VIA HAND DELIVERY - RETURN COPY

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW (7th fl.)
Washington, DC 20423-0001

FEE RECEIVED

NOV - 5 2003

**SURFACE
TRANSPORTATION BOARD**

Dear Secretary Williams:

Enclosed for filing in STB Docket No. AB-318 (Sub-No. 4X), Louisiana & Delta Railroad, Inc.-Abandonment Exemption-In Lafourche and Assumption Parishes, LA, are the original and ten copies of the Joint Statement of American Trails Association, Inc., and Bayou Land Properties.

This firm's check for \$150.00 in payment of the filing fee is attached.

Additional copies of this letter and of the Statement are enclosed for you to stamp to acknowledge your receipt of them and to return to me via the messenger

If you have any question concerning the foregoing which you believe I may be able to answer or if I otherwise can be of assistance, please let me know.

Sincerely yours,


Fritz R. Kahn

enc.
cc: Eric M. Hockey, Esq.

FILED

NOV - 5 2003

**SURFACE
TRANSPORTATION BOARD**

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

ORIGINAL

STB Docket No. AB-318 (Sub-No. 4X)

209335

LOUISIANA & DELTA RAILROAD, INC
- ABANDONMENT EXEMPTION --
IN LAFOURCHE AND ASSUMPTION PARISHES, LA

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SURFACE
TRANSPORTATION BOARD

JOINT STATEMENT
OF

AMERICAN TRAILS ASSOCIATION, INC.,
AND

BAYOU LAND PROPERTIES

FILED

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SURFACE
TRANSPORTATION BOARD

ENTERED
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Fritz R. Kahn
Fritz R. Kahn, P.C.
1920 N Street, NW (8th fl.)
Washington, DC 20036-1601
Tel.: (202) 263-4152

Attorney for

AMERICAN TRAILS ASSOCIATION, INC.
BAYOU LAND PROPERTIES

Dated: November 5, 2003

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

STB Docket No. AB-318 (Sub-No. 4X)

LOUISIANA & DELTA RAILROAD, INC
– ABANDONMENT EXEMPTION --
IN LAFOURCHE AND ASSUMPTION PARISHES, LA

JOINT STATEMENT
OF
AMERICAN TRAILS ASSOCIATION, INC.,
AND
BAYOU LAND PROPERTIES

Bayou Land Properties of Thibodaux, Louisiana ("Bayou"), and American Trails Association, Inc., of Salt Lake City, Utah ("ATA"), pursuant to 49 C.F.R. 1152.29(f), seek the Board's authorization, effective November 12, 2003, for ATA to relinquish its obligations as the trails operator of the right-of-way between Milepost 1.0 near Thibodaux 70301 and Milepost 5.7 near Leighton 70301, a distance of 4.7 miles in Lafourche Parish, Louisiana, and for Bayou to acquire said segment for interim trail use and rail banking under the National Trails System Act, 16 U.S.C. 1247(d), and 49 C.F.R. 1152.29, the segment being a part of the right-of-way of the railroad line of Louisiana & Delta Railroad, Inc. ("LDRR"), authorized for abandonment by the Decision of the Board, served August 26, 1997, and maintained in the interim as a trail by ATA, pursuant to the Decision and Notice of Interim Trail Use or Abandonment, served October 24, 1997, a copy of which

is attached.¹

By this Joint Statement, ATA seeks the Board's authorization to terminate its trail use and Bayou to become the trails operator of the right-of-way extending between Milepost 1.0 near Thibodaux 70301 and Milepost 5.7 near Leighton 70301, a distance of 4.7 miles in Lafourche Parish, Louisiana. ATA will continue to be the trails operator of the remainder of the former LDRR right-of-way, between Milepost 5.7 near Leighton and Milepost 15.28 near Supreme.

Statement of Willingness to Assume

Financial Responsibility

In order to establish interim trail use and rail banking under the National Trails System Act, 16 U.S.C. 1247(d), and 49 C.F.R. 1152.29, Bayou is willing to assume full responsibility for the management of, for any legal liability arising out of the transfer or use of, and for the payment of any and all taxes that may be levied or assessed against the right-of-way between Milepost 1.0 near Thibodaux 70301 and Milepost 5.7 near Leighton 70301, a distance of 4.7 miles in Lafourche Parish, Louisiana, heretofore operated and maintained as a trail by ATA.

A map of the property depicting the right of way is attached.

Bayou acknowledges that use of the right-of-way segments is subject to the user's continuing obligation to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

A copy of this statement is being served on LDRR on the same date it is being served on the

¹ The Board was advised that LDRR and ATA successfully negotiated an agreement for the transfer of the right-of-way by letter, filed October 24, 1997.

Board.

Respectfully submitted,

AMERICAN TRAILS ASSOCIATION, INC.
BAYOU LAND PROPERTIES

By their attorney,

A handwritten signature in cursive script, appearing to read "Fritz R. Kahn".

Fritz R. Kahn
Fritz R. Kahn, P.C.
1920 N Street, NW (8th fl.)
Washington, DC 20036-1601
Tel.: (202) 263-4152

Dated: November 5, 2003

28381
DO

SERVICE DATE - OCTOBER 24, 1997

SURFACE TRANSPORTATION BOARD

DECISION AND NOTICE OF INTERIM TRAIL USE OR ABANDONMENT

STB Docket No. AB-318 (Sub-No. 4X)

LOUISIANA & DELTA RAILROAD, INC.--ABANDONMENT
EXEMPTION--IN LAFOURCHE AND ASSUMPTION PARISHES, LA

Decided: October 15, 1997

By decision served August 26, 1997, the Board granted Louisiana & Delta Railroad, Inc. (L&D), an exemption under 49 U.S.C. 10502 from the prior approval requirements of 49 U.S.C. 10903 to abandon a line of railroad, the Napoleonville Branch, extending from milepost 1.0 near Thibodaux, Lafourche Parish, LA, to milepost 15.28 near Supreme, Assumption Parish, LA, a distance of 14.28 miles. In the decision, a public use condition was imposed at the request of the City of Thibodaux, LA (City), that required L&D to keep the right-of-way intact, including bridges, culverts and tunnels (but not track or other rail assets), for a period of 180 days after the September 25, 1997 effective date of the exemption to permit the City, any other state or local government agency, or other interested person to negotiate for acquisition of the line for public use.¹ The 180-day period will expire on March 24, 1998.

On September 22, 1997, American Trails Association, Inc. (ATA), filed a request for a notice of interim trail use/rail banking (NITU) for the line under the National Trails System Act, 16 U.S.C. 1247(d), so that it could negotiate with L&D for use of the line as a trail. ATA submitted a statement indicating its willingness to assume full financial responsibility for the management of, and liability for payment of taxes for, the right-of-way, as required by 49 CFR 1152.29, and acknowledged that the use of the right-of-way as a trail is subject to future reactivation for rail service. By letter dated September 29, 1997, L&D indicated that it has not consummated the abandonment and that it is willing to negotiate with ATA for trail use/rail banking.

Trail use requests may be accepted as long as the Board retains jurisdiction over the involved railroad right-of-way² and the carrier is willing to enter into negotiations. Inasmuch as L&D has not consummated the abandonment and is willing to negotiate with the ATA for the right-of-way, a NITU will be issued under 49 CFR 1152.29. The parties may negotiate an agreement during the 180-day period prescribed below. If the parties reach a mutually acceptable final agreement, our further approval is unnecessary. If no agreement is reached during this period, L&D may fully abandon the line. Use of the right-of-way for trail purposes is subject to restoration for railroad purposes. See 49 CFR 1152.29(d)(2).

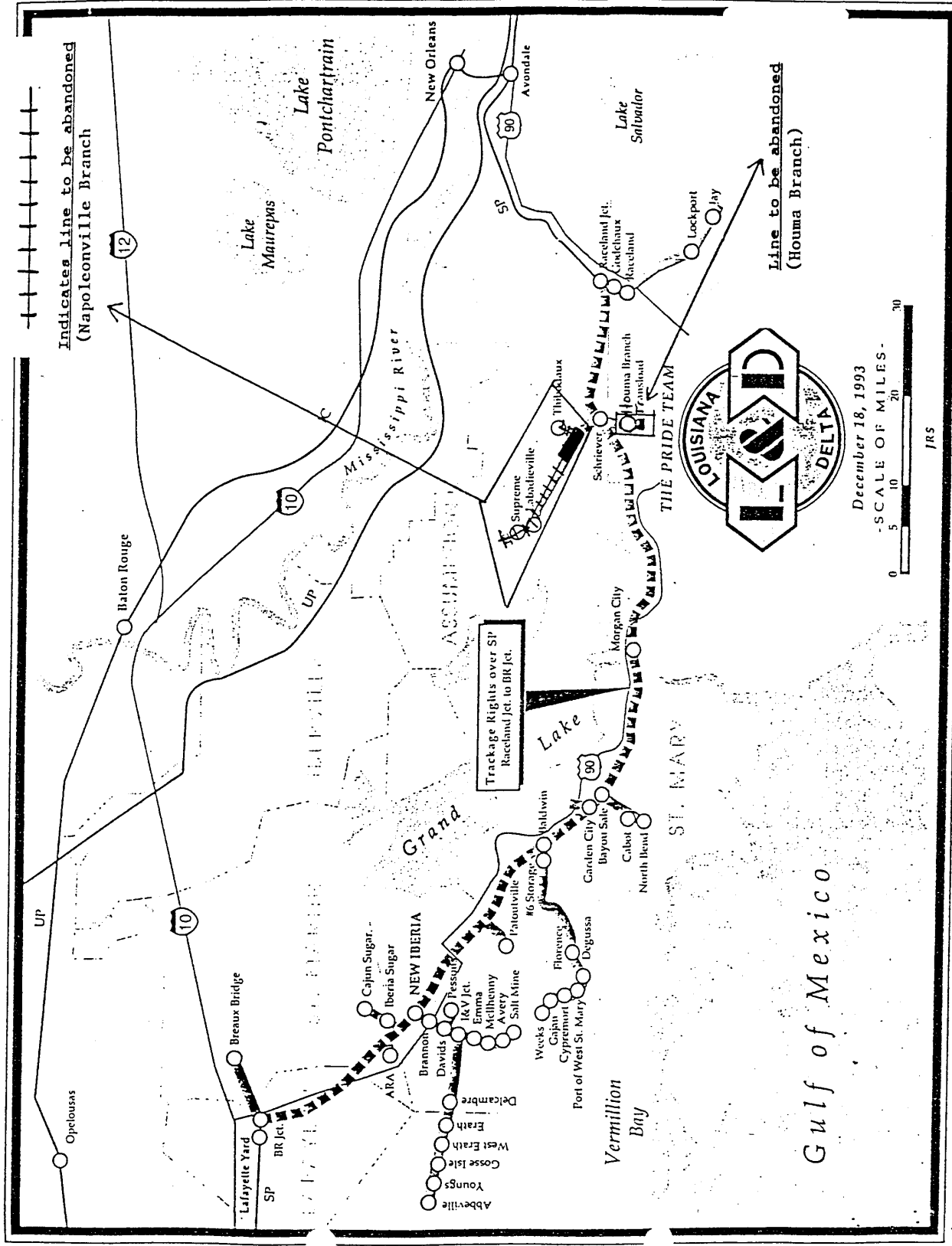
This action will not significantly affect either the quality of the human environment or conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. Upon reconsideration, the decision served August 26, 1997, exempting the abandonment by L&D of the line described above is modified to the extent necessary to implement interim trail use/rail banking as set forth below until April 22, 1998. If an interim trail use/rail banking agreement is executed within the 180-day period, the public use condition will expire (if it has not previously expired) to the extent the agreement covers the same line segment.
3. If an interim trail use/rail banking agreement is reached, it must require the trail user 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.
4. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the right-of-way.
5. If interim trail use is implemented, and subsequently the user 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 specific date.
6. If an agreement for interim trail use/rail banking is reached by April 22, 1998, interim trail use may be implemented. If no agreement is reached by that time, L&D may fully abandon the line.
7. This decision is effective on the service date.

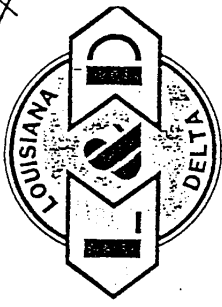
By the Board, David M. Konschnik, Director, Office of Proceedings.

Vernon A. Williams
Secretary



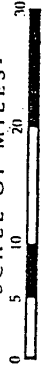
Indicates line to be abandoned
(Napoleonville Branch)

Line to be abandoned
(Houma Branch)



December 18, 1993

SCALE OF MILES

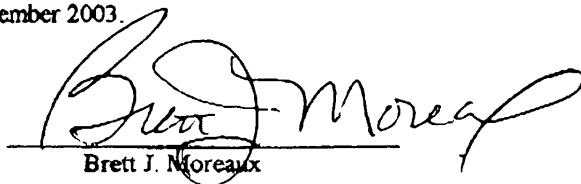


JRS

VERIFICATION

I, Brett J. Moreaux, President of Bayou Land Properties, declare under penalty of perjury, under the laws of the United States of America, that I have read the foregoing Statement of Willingness to Assume Financial Responsibility of Bayou Land Properties and that its assertions are true and correct to the best of my knowledge, information and belief. I further declare that I am qualified and authorized to submit this verification on behalf of Bayou Land Properties. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to five years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. 1621, which provides for fines up to \$2,000 or imprisonment up to five years for each offense.

Dated at Thibodaux, LA, this 4th day of November 2003.

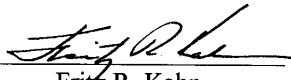


Brett J. Moreaux

CERTIFICATE OF SERVICE

I certify that I this day have served a copy of the foregoing Joint Statement of American Trails, Inc., and Bayou Land Properties upon Louisiana & Delta Railroad, Inc., by mailing a copy thereof by prepaid first-class mail addressed to its counsel, Eric M. Hockey, Esq.

Dated at Washington, DC, this 5th day of November 2003


Fritz R. Kahn