

FLETCHER & SIPPEL LLC

ATTORNEYS AT LAW

29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208

Phone: (312) 252-1500
Fax: (312) 252-2400
www.fletcher-sippel.com

ENTERED
Office of Proceedings
August 9, 2024
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Public Record

THOMAS J. HEALEY

(312) 252-1505
thealey@fletcher-sippel.com

August 9, 2024

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

**RE: Docket No. AB-1233 (Sub-No. 2X), *Allegheny Valley Railroad Company*
—Abandonment Exemption—in Allegheny County, PA.**

Dear Ms. Brown:

Pursuant to 49 CFR 1152.29(h), Allegheny Valley Railroad Company (“AVR”) and Redevelopment Authority of Allegheny County (“RAAC”) notify the Surface Transportation Board that they have fully executed a Purchase and Sale Agreement (the “Agreement”) for the rail banking/interim trail use of the AVR’s line of railroad that extends from Railroad Mile Post 0.7 in East Liberty, in the City of Pittsburgh, crossing AVR’s Allegheny Branch and the Allegheny River, passing through the Borough of Aspinwall and ending at approximately Railroad Mile Post 3.0, in the City of Pittsburgh; its Brilliant Branch-West Leg Wye beginning at approximately Railroad Mile Post 0.0 on AVR’s Allegheny River Bridge in the Borough of Aspinwall and ending at approximately Railroad Mile Post 0.5, in the Township of O’Hara; and a portion of its Allegheny Branch Connection in the City of Pittsburgh beginning at approximately Railroad Mile Post 1.8, being at the connection to the Brilliant Branch, and ending at approximately Railroad Mile Post 2.6, being approximately 528 feet westerly of its connection to AVR’s Allegheny Branch; and together containing a total of approximately 3.6 route miles of railroad lines (collectively, the “Premises”). A map of the rail line is attached as Exhibit A.

As required by 49 CFR §1152.29(a)(2), AVR and RAAC certify that under the Agreement, RAAC has agreed that upon the conveyance of the Premises to RAAC pursuant to the terms of the Agreement (the “Conveyance”), that RAAC shall assume full responsibility for managing the Premises and will, pursuant to the Agreement, indemnify AVR against any potential legal liability arising out of the transfer or use of the Premises. RAAC will also be responsible for the payment of any and all taxes that may be levied or assessed against the Premises after the Conveyance.

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I certify that a copy of this letter has been served on all parties of record.

The filing of this letter has been authorized by AVR and RAAC. This letter is being efiled. Thank you for your assistance. If you have any questions please call or email me.

Sincerely yours,

/s/ *Thomas J. Healey*

Thomas J. Healey

Attorney for Allegheny Valley Railroad Company

Attachment

Exhibit A

Map of the Line

