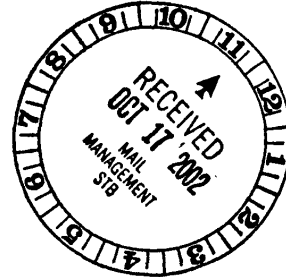


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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket 34254

CSX TRANSPORTATION, INC.
--TRACKAGE RIGHTS--
NORFOLK SOUTHERN RAILWAY COMPANY



MOTION FOR PROTECTIVE ORDER

ENTERED
Office of Proceedings

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Public Record

Natalie S. Rosenberg
Counsel
CSX Transportation, Inc.
500 Water St., J150
Jacksonville, FL 32202
(904) 359-1253

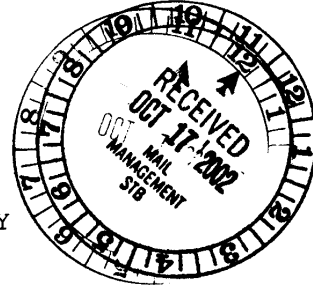
Attorney-CSX Transportation, Inc.

Dated: October 15, 2002

BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket 34254

CSX TRANSPORTATION, INC.
--TRACKAGE RIGHTS--
NORFOLK SOUTHERN RAILWAY COMPANY



MOTION FOR PROTECTIVE ORDER

CSX Transportation, Inc. ("CSXT"), pursuant to 49 C.F.R. § 1104.14(b), files this Motion for Protective Order (the "Motion") for approval to file under seal the Trackage Rights Agreement that CSXT has entered with Norfolk Southern Railway Company ("NS").

CSXT will be filing a notice of exemption pursuant to 49 C.F.R. § 1180.2(d)(2) to acquire overhead trackage rights over about 1.5 miles of NS's line. The Trackage Rights Agreement contains sensitive information that could harm CSXT if those terms were made public. Moreover, public disclosure of the sensitive provision of the Trackage Rights Agreement is not necessary for the disposition of the notice of exemption. CSXT will file a redacted version of the Amendment to Trackage Rights Agreement with its notice of exemption and will file an unredacted version under seal.

Accompanying this Motion are a draft Protective Order and Undertaking, which are similar to those recently issued by the

Board. See *Norfolk Southern Railway Corporation and Norfolk Southern Railway Company--Construction and Operation--in Indiana County, PA, Motion for Protective Order*, STB Finance Docket No. 33928 (served February 8, 2001), *RailAmerica, Inc.--Control Exemption--Florida Rail Lines, Inc., Toledo, Peoria and Western Railroad Corporation, Marksman Corporation, and Toledo, Peoria & Western Railway Corporation, Motion for Protective Order*, STB Finance Docket No. 33777 (served August 5, 1999), and *Grand Trunk Western Railroad Incorporated and The Baltimore and Ohio Chicago Terminal Railroad Company--Joint Relocation Project Exemption--Harvey, Illinois, Motion For Protective Order*, STB Finance Docket No. 33751 (served June 21, 1999). CSXT contends that it has demonstrated good cause for the Board to issue the Protective Order.

CSXT prays that the Board grant its Motion for a Protective Order.

Respectfully submitted,



Natalie S. Rosenberg
Counsel

CSX Transportation, Inc.
500 Water St., J150
Jacksonville, FL 32202
(904) 359-1253

Attorney-CSX Transportation, Inc.

Dated: October 15, 2002

APPENDIX
PROTECTIVE ORDER

1. For the purposes of this Protective Order, "confidential information" means the provisions of the Trackage Rights Agreement between CSX Transportation, Inc. ("CSXT") and Norfolk Southern Railway Company ("NS") to be filed on or about October 15, 2002, in STB Finance Docket No. 34254.

2. The confidential information shall be used for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or other competitive purpose.

3. The confidential information shall not be disclosed in any way or to any person without the written consent of CSXT or an order of the Board, except: to outside counsel or consultants of parties to these proceedings, solely for use in connection with this and any related Board proceedings, or any judicial review proceeding arising therefrom, provided that such outside counsel or consultant has been given and has read a copy of this Protective Order and agrees to be bound by its terms by signing the attached Undertaking prior to receiving access to this information.

4. Any documents containing the confidential information must be destroyed, and notices of such destruction must be served on the Board at the completion of this and any related Board

proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the Board retains the confidential information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use the confidential information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such confidential information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such confidential information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such confidential information in accordance with this Protective Order.

7. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

STB Finance Docket No. 34254

UNDERTAKING

I, _____, have read the Protective Order governing the filing of confidential information by CSX Transportation, Inc. ("CSXT") in STB Finance Docket No. 34254 and understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and preservation of evidence and argument in STB Finance Docket No. 34254 or any judicial review proceedings taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this order and has executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that CSXT shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Dated: _____

Signature: _____

Position: _____

Affiliation: _____