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September 20, 2016

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Office of Proceedings
September 20, 2016
Part of
Public Record

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: Docket No. FD 36046, *CSX Transportation, Inc. – Trackage Rights Exemption – Grand Trunk Western Railroad Company*

Dear Ms. Brown:

Enclosed are the original and 10 copies of the Motion for Protective Order and a diskette containing a WORD and pdf version of the Motion.

Please time and date stamp the extra copy of the filing and return it in the enclosed pre-paid envelope. Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,

Louis E. Gitomer
Attorney for CSX Transportation, Inc.

Enclosures

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36046

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS EXEMPTION—
GRAND TRUNK WESTERN RAILROAD COMPANY

MOTION FOR PROTECTIVE ORDER

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Attorneys for: CSX Transportation, Inc.

Dated: September 20, 2016

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36046

CSX TRANSPORTATION, INC.—TRACKAGE RIGHTS EXEMPTION—
GRAND TRUNK WESTERN RAILROAD 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 unredacted Trackage Rights Agreement ("Agreement") between CSXT and Grand Trunk Western Railroad Company ("Grand Trunk").

Concurrent with the filing of this Motion, CSXT is filing a Verified Notice of Exemption pursuant to 49 C.F.R. §1180.2(d)(7) for CSXT to acquire overhead trackage rights over a 40.18-mile rail line of the Grand Trunk in Indiana (the "Filing"). CSXT is submitting a redacted version of the Agreement with the Filing and an unredacted version of the Agreement is being filed under seal.

The unredacted Agreement contains commercially sensitive and confidential compensation information the public release of which would cause competitive or other injury to CSXT and Grand Trunk. Public disclosure of the unredacted Agreement is not necessary for the consideration or disposition of CSXT's notice of exemption.

The proposed protective order complies with Board rules and is modeled after protective orders the Board has issued in prior adjudications. *See Union Pacific Railroad Company-*

Trackage Rights Exemption-BNSF Railway Company, Docket No. 36035 (served June 19, 2016); and *CSX Transportation, Inc.—Joint Use—Louisville & Indiana Railroad Company, Inc.*, Docket No. FD 35523 (served July 11, 2013).

For the reasons set forth above, CSXT respectfully requests that the Board grant this Motion and adopt the protective order attached hereto.

Respectfully submitted,

Steven C. Armbrust, Esq.
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Attorneys for: CSX Transportation, Inc.

Dated: September 20, 2016

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order Confidential Information means the unredacted Trackage Rights Agreement between CSX Transportation, Inc. ("CSXT") and Grand Trunk Western Railroad Company ("Grand Trunk") filed under seal on September 20, 2016 in Docket No. FD 36046.

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to CSXT of the attached Undertaking. Confidential Information shall be used solely 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. 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, and then solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.

4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on CSXT, at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom.

5. If any party intends to use Confidential Information at hearings or otherwise in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any filings or 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 any 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 the Protective Order.

6. All parties must file simultaneously a public version of any Confidential submission filed with the Board. The Confidential Version may be served on other parties in electronic format only.

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.

Exhibit A

UNDERTAKING–CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order served on _____, 2016, governing the production and use of Confidential Information and Confidential Documents in STB Docket No. FD 36046, understand the same, and agree to be bound by its terms. I agree not to use or to permit the use of any Confidential Information or Confidential Documents obtained pursuant to that Protective Order, or to use or to permit the use of any methodologies or techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Docket No. FD 36046, any related proceedings before the Surface Transportation Board ("Board"), and/or any judicial review proceedings in connection with STB Docket No. FD 36046 and/or with any related proceedings. I further agree not to disclose any Confidential Information, Confidential Documents, methodologies, techniques, or data obtained pursuant to the Protective Order except to persons who are also bound by the terms of the Order and who have executed Undertakings in the form hereof, and that at the conclusion of this proceeding (including any proceeding on administrative review, judicial review, or remand), I will promptly destroy any documents containing or reflecting materials designated or stamped as "CONFIDENTIAL," other than file copies, kept by outside counsel, of pleadings and other documents filed with the Board.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Applicants or other parties producing Confidential Information or Confidential Documents shall be entitled to specific performance and injunctive and/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.

Signed: _____

Name: _____

Affiliation: _____

Dated: _____