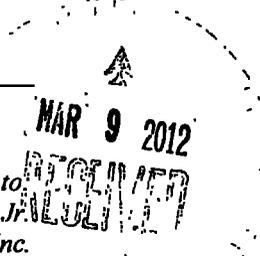


232002



INDIANA SOUTHERN RAILROAD, LLC.

P O Box 158 • Petersburg, IN • 47567 • Phone. 812.354 8080 • Fax: 812 354.8085



Please respond to
John W. Humes, Jr.
RailAmerica, Inc.
7411 Fullerton Street
Jacksonville, FL 32256
904-538-6103
john.humes@railamerica.com

March 8, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Re: Finance Docket No. 35602, *Indiana Southern Railroad, LLC –
Temporary Trackage Rights – Norfolk Southern Railway Company*

Dear Ms. Brown:

Enclosed for filing are the original and ten (10) copies of a Motion for Protective Order and a compact disc with the file Order.doc by Indiana Southern Railroad, LLC.

Please time and date stamp the additional copy of this letter and the Motion and return them in the enclosed postage paid envelope.

If you have any questions, please email me.

**ENTERED
Office of Proceedings**

MAR 9 - 2012

**Part of
Public Record**

Sincerely yours,

John W. Humes, Jr.
Attorney for Indiana Southern Railroad, LLC

Enclosures



A RailAmerica Company



**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 35602

**INDIANA SOUTHERN RAILROAD, LLC
– TEMPORARY TRACKAGE RIGHTS EXEMPTION –
NORFOLK SOUTHERN RAILWAY COMPANY**

MOTION FOR PROTECTIVE ORDER

**ENTERED
Office of Proceedings**

MAR 9 - 2012

**Part of
Public Record**

John W. Humes Jr.
Senior Counsel
RailAmerica, Inc.
7411 Fullerton Street
Jacksonville, FL 3225
904-538-6103

Attorney for Indiana Southern
Railroad, LLC

Dated: March 8, 2012

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Finance Docket No. 35602

**INDIANA SOUTHERN RAILROAD, LLC
-TEMPORARY TRACKAGE RIGHTS EXEMPTION-
NORFOLK SOUTHERN RAILWAY COMPANY**

MOTION FOR PROTECTIVE ORDER

Indiana Southern Railroad, LLC (“ISRR”), 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 Temporary Trackage Rights Agreement (the “Agreement”) between ISRR and the Norfolk Southern Railway Company (“NSR”).

Concurrent with the filing of this Motion, ISRR is filing a Verified Notice of Exemption (the “Notice”) pursuant to 49 C.F.R. §1180 for ISRR to obtain temporary overhead trackage rights over the rail line of NSR between the track connection between NSR and ISRR at Oakland City Junction, IN (MP 0.8EJ) and Enosville, IN (MP 4.8EJ). ISRR is filing a redacted version of the Agreement with the Notice.

The Agreement contains commercially sensitive and highly confidential information that could harm the parties if those terms were made public. The Agreement contains proprietary commercial information that if disclosed could be competitively damaging. Moreover, public disclosure of the commercially sensitive provisions of the Agreement is not necessary for the disposition of the Notice. ISRR requests the Board treat those terms as highly confidential. To that end, ISRR will file public redacted copies of the Agreement with the Notice and will file unredacted versions of the Agreement under seal. Public disclosure of the complete Agreement is not necessary for the consideration and disposition of Notice.

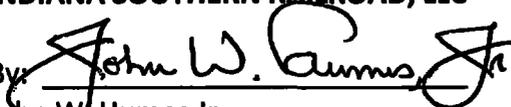
ISRR respectfully requests the Board issue the attached Protective Order in this proceeding governing access to and keeping under seal the unredacted Agreement. This approach is consistent with that taken by the Board in similar circumstances. The

draft Protective Order and Undertaking are similar to those served by the Board. See *CSX Transportation, Inc.-Trackage Rights Exemption-Carolina Coastal Railway, Inc.*, STB Finance Docket No. 35368 (STB served April 23, 2010).

ISRR prays that the Board grant its Motion for a Protective Order

Respectfully submitted,

INDIANA SOUTHERN RAILROAD, LLC

By: 
John W. Humes Jr.

Senior Counsel
Rail America, Inc.
7411 Fullerton Street
Jacksonville, FL 32256
904-538-6103

Dated: March 8, 2012

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order, "Highly Confidential Information" means the unredacted Temporary Trackage Rights Agreement submitted by Indiana Southern Railroad LLC ("ISRR") in STB Finance Docket No. 35602.

2. Highly Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and deliver to ISRR of the attached Undertaking. Highly 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 competitive purpose.

3. Highly Confidential Information shall not be disclosed in any way or to any person without the written consent of ISRR or an order of the Board, 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 the Highly Confidential Information must be destroyed, and notice of such destruction must be served on ISRR at the completion of this and any related Board proceedings, or any judicial proceeding arising therefrom, whichever comes first.

5. If the Board retains the Highly Confidential Information, it shall, in order to keep it highly confidential, treat the information in accordance with the procedures set forth in 49 CFR 1104.14.

6. If any party intends to use Highly 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 document setting forth or revealing such Highly 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 Highly Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Highly Confidential Information in accordance with the Protective Order.

7. A person must file simultaneously a public version of any highly confidential submission it files with the Board.

8. All parties must comply with all 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.

UNDERTAKING

HIGHLY CONFIDENTIAL INFORMATION

I, am outside [counsel] [consultant] for _____ for whom I am acting this proceeding, have read the Protective Order governing the filing of Highly Confidential Information by Indiana Southern Railroad, LLC ("ISRR") served on March _____, 2012 in STB Finance Docket No. 35602, under 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 presentation of evidence and argument in STB Finance Docket 35602 or any judicial review proceeding 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 Protective Order and has not executed an Undertaking in the form hereof.

I also understand and agree, as a condition precedent to my receiving, reviewing or using copies of any information or documents designated or stamped as "Highly Confidential" that I will take all necessary steps to assure that said information or document be kept on a confidential basis by any outside counsel or outside consultants working with me, that under no circumstances will I permit access to said materials by employees of my client or its subsidiaries, affiliates, or owners and that at the conclusion of this proceeding (including any proceeding or administrative review, judicial review or remand). I will promptly destroy any documents designated or stamped as "Highly Confidential" other than copies kept by outside counsel or outside consultants, or pleadings or 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 ISRR 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.

Signed: _____

Position: _____

Affiliation: _____

Dated: _____