

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

APPLICATION FOR

Permit No.:

TEMPORARY RIGHT OF ENTRY ("TROE")

Page 1 of 8

BEGIN APPLICATION

For completion by Applicant.

NOTE: Please follow instructions and checklists provided on CFXway.com. Submit any questions and/or permit applications to Permits@CFXway.com.

PART 1: LOCATION

County:	CFX Road No.:	Cross Street:
Location Description:		

PART 2: APPLICANT INFORMATION

A. CONTRACTOR INFORMATION (per: www.sunbiz.org)

Name:		
Street Address:		
City:	State:	Zip:
Contact Name:	Contact Title:	
Contact Phone:	Contact Email:	

B. PERMITTEE (for whom Contractor works, if applicable, per: www.sunbiz.org)

Name:		
Street Address:		
City:	State:	Zip:
Contact Name:	Contact Title:	
Contact Phone:	Contact Email:	

PART 3: REQUESTED LIMITED USE/PURPOSE

Description of Limited Use/Purpose:	
Anticipated Start Date:	Calendar Days to Complete Work:

PART 4: ATTACHMENTS FROM APPLICANT

Standard Attachments (always required)

Attachment A: Description of Location and Plans

Attachment B: Evidence of Insurance (e.g., Certificate of Insurance ("COI"))

Additional Attachments (select if applicable)

Attachment C: Other: _____

The Contractor and Permittee (collectively, the "**Applicant**") request approval from the Central Florida Expressway Authority ("**CFX**") for a temporary non-exclusive right of entry ("**TROE**") onto property Applicant represents as being owned by CFX ("**Property**") to perform the activities described in **Attachment A** ("**Applicant Activities**") in the designated area therein delineated ("**Work Area**"). By submitting this application, Applicant agrees to abide by the hereto attached Terms and Conditions, and any Special Conditions upon which CFX may condition its approval, as applicable. **The undersigned signatories each represent that: (1) they have been authorized to legally bind their respective party; and (2) the information contained in this application is true, correct, and complete.**

CONTRACTOR

Signature: _____
Print: _____
Title: _____
Date: _____

PERMITTEE

Signature: _____
Print: _____
Title: _____
Date: _____

END APPLICATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

APPLICATION FOR
TEMPORARY RIGHT OF ENTRY ("TROE")

Permit No.: _____

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BEGIN CFX APPROVAL *For completion by CFX.*

PART 5: ATTACHMENT FROM CFX

Standard Attachments (always required)

Attachment D: Certificate from GEC

Additional Attachments (select if applicable)

Attachment E: Special Conditions

Attachment F: Additional Insurance Requirements (see, Subsection 8.5 of Terms and Conditions)

PART 6: APPROVAL

In reliance upon the representations and commitments of Applicant, including the terms and conditions above and hereinafter, CFX approves the Application for Temporary Right of Entry and, to the extent the Property is owned by CFX, grants to Applicant, its employees, and its contractors, a temporary, non-exclusive and fully revocable right to enter the Property for the sole and limited purpose of conducting the Applicant Activities in the Work Area, for the period of time commencing on _____ ("Start Date") and ending at on _____ ("End Date").

CFX PERMIT REVIEWER

Signature: _____
Print: _____
Title: _____
Date: _____

CFX PERMIT APPROVER

Signature: _____
Print: _____
Title: _____
Date: _____

Reviewed by **CFX Risk Management** as to insurance requirements and COI form and contents for exclusive internal use of and reliance by CFX only.

Signature: _____ Title: _____
Print: _____ Date: _____

END CFX APPROVAL

BEGIN PERMIT CLOSEOUT *For completion and use by CFX only.*

PART 7: INSPECTION

A. OUTSTANDING ITEMS

Description of Outstanding Items:

B. CLOSING CHECKLIST *(check all that apply)*

1. Has the Work Area been restored? Yes No N/A

2. Has CFX received the As-Built Documentation, if applicable? Yes No N/A

CFX INSPECTOR

Signature: _____
Print: _____
Title: _____
Date: _____

END PERMIT CLOSEOUT

BEGIN TERMS AND CONDITIONS

TERMS AND CONDITIONS

By submitting the foregoing application, accessing, using, and/or occupying the Property, and/or engaging in the Applicant Activities, the Applicant agrees to comply with any Special Conditions upon which CFX may have conditioned its approval, and the following terms and conditions:

SECTION 1: ISSUANCE OF REVOCABLE LICENSE

1.1 The Applicant acknowledges and agrees that this TROE only grants to Applicant, its employees, and its contractors, a temporary, non-exclusive, and fully revocable license to enter the Property for the sole and limited purpose of conducting the Applicant Activities in the Work Area. CFX's approval of this TROE shall not, under any circumstances and under any theory of law or equity, create or vest any property interest or irrevocable right in the Applicant, regardless as to whether the Applicant Activities include the making of improvements or installation of the Applicant's personal property or infrastructure (e.g., utilities, wires, cables, pipes, or other structures) to, upon, under, or over the Property. The granting of this TROE does not modify an existing executed subordination agreement with CFX. This TROE may not be assigned without the advanced written consent of CFX.

1.2 CFX reserves the right to deny issuance of this TROE for any reason whatsoever. Such reasons for denial may include without limitation: the Applicant (either the Permittee, the Contractor, or both) failing to be in good standing with CFX and/or having violated or being in current violation with any previous or existing CFX TROE.

SECTION 2: APPLICABLE REQUIREMENTS

2.1 This TROE shall be governed, interpreted, and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this TROE shall be instituted and maintained only in the courts of Orange County, Florida. This paragraph shall survive the termination or expiration of the term of this TROE.

2.2 All Applicant Activities shall be completed in accordance with all state, federal, and local rules and regulations, as applicable to the Property and

Applicant Activities, including without limitation: any and all federal, state, and local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees, these terms and conditions, and any verbal or written CFX staff directives. When a CFX requirement is more stringent than those of other agencies, the Applicant shall comply with the CFX requirement.

2.3 The Applicant shall or shall cause its employees, agents, contractors, and/or subcontractors working on the Property to: (a) apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation; and (b) comply with all applicable laws, rules, ordinances, regulations, these terms and conditions, and any verbal or written CFX staff directives.

2.4 When a Permittee and Contractor are joint permit applicants, the Permittee and Contractor shall be severally liable such that the Permittee and Contractor shall be both required to comply with all the TROE requirements applicable to the Applicant Activities on the Property, and the Permittee shall be required to comply with TROE requirements of any approved improvements post construction, including, but not limited to those applicable to operation and maintenance. The post-construction obligations of the Permittee for any approved improvements on the Property shall commence upon completion of final inspection by CFX. When applicable, CFX shall provide the Permittee with written notice of such date and the Permittee shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the TROE by the Contractor; provided, the final determination of compliance with this TROE shall be made by CFX.

SECTION 3: COORDINATION

3.1 The Applicant Activities shall be coordinated with CFX prior to the initiation of the activity. At least 72 hours in advance of the Applicant Activities, Applicant shall contact the following individual via email for assistance in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area:

Daniel Roman
Permits & Maintenance Compliance Administrator
Daniel.Roman@CFXway.com
(689) 303-8052

SECTION 4: INTERFERENCE WITH CFX OPERATIONS

4.1 Under no circumstances may the Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Fla. Stat. § 348.752, without the prior written approval from CFX.

4.2 The Applicant shall take all actions reasonably necessary to ensure that the Applicant Activities do not interfere with the property and rights of a prior applicant or permittee or an existing structure, facility, utility, improvement, or use.

4.3 If CFX reasonably determines that the Applicant Activities on the Property, in whole or in part, unreasonably interfere in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX in accordance with any written or verbal CFX staff directives..

4.4 As a condition for the issuance of this TROE, the Applicant acknowledges and agrees that in the event of such interference, CFX may require, in CFX’s sole discretion, and the Applicant hereby agrees to perform or cause to be performed, any of the following, at the Applicant’s sole cost and expense: (a) the removal or relocation of any or all structures, wires, cables, pipes, utilities, or other improvements upon, under, or over the Property; (b) immediate cessation of the Applicant Activities; (c) restoration of the Property; or (d) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX, unless otherwise mutually agreed upon by CFX and the Applicant. This provision shall not be limited by any other provision herein.

4.5 The Applicant shall not install, operate, or maintain any improvement, structure, or facility on, over, under, or near a CFX structure, expressway, or facility that: (a) was not expressly approved by CFX in writing in advance of any such work; (b) creates a hazard to the public; (c) affects the integrity of a CFX structure, expressway, or facility; (d) unreasonably hinders inspection or maintenance operations of a CFX structure, expressway, or facility; (e) alters the aesthetics of a CFX structure, expressway, or facility placed in aesthetically sensitive environments; (f) damages any CFX structure's reinforcement or

stressing ducts or strands; (g) attaches to CFX bridge girders; (h) resides inside a CFX box girder; (i) lowers a CFX structure's vertical clearance; and/or (j) restricts a CFX structure's ability to expand or contract.

4.6 Above-ground improvements are not allowed in CFX’s limited-access property except as expressly approved by CFX in writing and in advance of any such work.

SECTION 5: COSTS; RESTORATION OF SITE; FINAL INSPECTION

5.1 The Applicant shall be responsible for all costs related to the Applicant Activities, including, but not limited to, installation, operation, removal, and restoration of equipment on the Property. At the Applicant’s sole cost and expense, the Applicant shall remove from the Property all materials generated during its activities within the Property, and the Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances, and regulations. Additionally, the Applicant agrees to promptly repair all damage to the Property caused by or resulting from the Applicant Activities with specific attention to surface sod, concrete, and asphalt. Restoration of the Property shall be equal or superior to its present condition.

5.2 Upon completion of the Applicant Activities, including restoration, the Applicant shall contact CFX staff listed above, who shall inspect the Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against the Applicant, its contractors or agents for damages and costs associated with proper restoration of the Property. In the event of failure to restore the Property within the specified time, CFX may restore the Property and the Applicant shall be responsible for all removal and restoration costs.

SECTION 6: ADDITIONAL REQUIREMENTS

6.1 Unless otherwise waived in writing by CFX, upon initial entry onto the Property and prior to commencing any of the Applicant Activities on the Property, the Applicant shall provide CFX with a minimum of 6 photographs documenting the Work Area.

6.2 All work, materials, and equipment located on the Property shall be subject to inspection and approval by CFX at any time. Without limiting the

foregoing, CFX may require the Applicant to provide additional construction, engineering, and inspection oversight services by a third-party engineer acceptable to CFX to ensure that the Applicant Activities are performed in compliance with this TROE, any applicable laws, any written or verbal CFX staff directives, and these terms and conditions.

6.3 In the event Applicant encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Applicant shall immediately cease the Applicant Activities and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the TROE to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

6.4 Special Conditions for Underground Activity

(a) As-Built Documentation. In the event permanent improvements are installed on the Property with CFX's written consent, the Applicant shall provide As-Built documentation of the completed installation of the Applicant Activities within 90 days of completion of the Applicant Activities. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 GIS Inventory of the CFX ITS Specifications.

(b) Locator Services. In connection with retention of any locator services, the Applicant shall register with the applicable Florida One Call agency per Fla. Stat. Ch. 556. The Applicant, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the Applicant shall coordinate with CFX staff listed below and arrange a mutually convenient time for the utility locate in the presence of CFX. The Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the Applicant is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mis-location of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over the

Property, unless directly caused by the sole negligence of CFX. This paragraph shall survive the termination or expiration of this TROE.

SECTION 7: IDEMNIFICATION AND LIABILITY

7.1 Indemnification. To the fullest extent permitted by law, the Applicant shall indemnify, defend, and hold CFX (which used herein includes CFX and its past, present, and future employees, officers, and Board members, and any of their successors or assigns) harmless, and shall cause the Applicant's contractors, subcontractors, and agents to indemnify, defend, and hold CFX harmless, from and against any and all lawsuits, actions, proceedings, claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, and/or injuries (including death) which arise from or may be in any manner related to the Applicant Activities or this TROE, or the privileges granted thereby, including without limitation any construction, maintenance, use, or occupancy of the Property or ingress and egress to or from the Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions, or negligence of the Applicant or its employees, contractors, subcontractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This obligation to indemnify and defend CFX includes without limitation any cost or expense to CFX due to any delay caused by the Applicant to a CFX contractor. To the extent that the Permittee is a state agency or subdivision under Fla. Stat. § 768.28, the indemnification provisions of this paragraph shall be limited to that allowed by law as to the Permittee only.

7.2 Sovereign Immunity. CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Fla. Stat. § 768.28, and nothing herein shall be deemed as a waiver of the sovereign immunity or limits of liability which may have been or may be adopted by the Florida Legislature or inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. To the extent the Permittee is a state agency or subdivision under Fla. Stat. § 768.28, the sovereign immunity provision of this paragraph shall be applicable in the same manner as it is to CFX to the Permittee only.

7.3 Liability. CFX's obligations and liability as

related to this TROE in any manner, shall be strictly limited to those limits per claim and per occurrence set forth for tort liability in Fla. Stat. § 768.28, which limits are hereby made applicable to all manner of claims against CFX regardless of the equitable or legal theory upon which such claims may be based (e.g., contract, tort, strict liability, etc.) and are not confined to tort liability. Moreover, CFX shall not be responsible to the Applicant, or to any third party, for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, reliance damages, or any economic damages whatsoever.

7.4 Assumption of Risk; Release

(a) The Applicant, on behalf of its employees, contractors, subcontractors, and agents: (1) assumes the risk associated with any activities arising out of or otherwise related to: (i) this TROE; or (ii) any access, use, or occupancy of the Property by the Applicant, its employees, contractors, subcontractors, and/or agents; (2) agrees to accept the condition of the Property and all areas adjacent thereto "AS IS"; and (3) acknowledges and agrees that CFX has made no representations as to the condition of the Property or its suitability for the Applicant Activities.

(b) To the full extent permitted by law, the Applicant, on behalf of itself, its employees, contractors, subcontractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs, and expenses of any nature in connection with any injury or damage to any person or any real or personal property which the Applicant and its employees, contractors, subcontractors, or agents may suffer or incur in connection with the Applicant Activities or this TROE.

7.5 Cost of Unauthorized Lane Closures; Damage

(a) The cost of a lane closure without CFX's prior written approval is \$1,000.00 per minute per lane. In the event of an unauthorized lane closure, CFX shall provide the Applicant an invoice detailing the time, date, location and duration of the unauthorized lane closure and the fee for such closure. The Applicant agrees to pay CFX the cost of any unauthorized lane closure within 30 days of an invoice from CFX. When any of the Property is damaged or impaired in any way because of the activities arising from or related to this TROE, the Applicant shall, at their own expense, restore the Property to its original condition before such damage. If the Applicant fails to

make such restoration, CFX is authorized to do so and charge the cost thereof against the Applicant.

(b) When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this TROE, the Applicant Activities, and/or the installation, inspection, or repair of any improvements by or on behalf of the Applicant located on the Property, the Applicant acknowledges and agrees to be responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection.

7.6 Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within the Property. In the event that the Applicant fails to comply with the terms of this TROE, CFX has the right to immediately terminate the TROE upon written notice.

SECTION 8: INSURANCE REQUIREMENTS

8.1 Except as otherwise waived by CFX in writing, the Applicant shall provide, pay for, and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the Applicant and those of any contractors and/or subcontractors (including officers, employees or agents of each and their successors).

8.2 All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this TROE. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or to identify a deficiency from evidence provided will not be construed as a waiver of Applicant's obligation to maintain such insurance. The acceptance of delivery or review by CFX of any certificate of insurance or endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

[Empty box for Permit No.]

8.3 The Applicant shall require all insurance policies in any way related to the Applicant Activities to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall, by appropriate written agreements, require all contractors and sub-contractors to include similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not TROE an endorsement, the Applicant agrees to notify the insurer and obtain an endorsement for a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX. No later than 30 days prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

8.4 The Applicant, at Applicant's expense, shall provide evidence of all required coverages by providing CFX a certificate of insurance and any applicable endorsements, setting out the current limits of its Commercial General Liability, Business Automotive Liability, and Worker's Compensation Coverage insurances. Unless otherwise waived in writing by CFX, the Applicant shall, at a minimum, provide the following coverages:

(a) **Commercial General Liability:** Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.

(b) **Business Automobile Liability:** Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. CFX shall be listed as an additional insured utilizing an endorsement Form. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work

performed by the Applicant, and its employees, contractors, agents and sub-contractors.

(c) **Workers' Compensation Coverage:** Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000.00 per accident for bodily injury by accident, \$100,000.00 per employee for bodily injury by disease, and \$500,000.00 minimum policy coverage by disease. The policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.

8.5 Depending on the location of the Work Area or nature of the Applicant Activities, CFX may additionally require that Applicant obtains and maintains the following types of insurance:

(a) *Railroad Insurance* – if the Work Area is near or encompasses any part of a railroad track or facility.

(b) *Pollution Legal / Environmental Liability Insurance (CPL)* – for any activities involving or related to hazardous waste.

(c) *Excess or Umbrella* – if the cost of the Applicant Activities or the potential impact to CFX is greater than the CGL coverage.

8.6 To the extent the Permittee is a state agency or subdivision under Fla. Stat. § 768.28, that is self-insured, such Permittee may provide a copy of its certificate of self-insurance in lieu of the requisite general liability and business automobile liability insurance; however, nothing in this paragraph shall be construed as alleviating the Contractor, any private entity, or any privately insured public entity from meeting such insurance requirements.

SECTION 9: BONDS

9.1 If requested by CFX in writing, the Applicant shall provide performance and payment bonds with penal sums in the full contract value of the Applicant Activities. CFX shall be named as an obligee, or the performance and payment bonds shall include a dual obligee rider, naming CFX as an obligee. The performance and payment bonds, along with all riders, modifications, and so forth, shall be in forms satisfactory to CFX.

SECTION 10: TERMINATION OR EXPIRATION

10.1 This TROE is fully revocable and terminable at

will by CFX. This TROE shall terminate or expire upon the earlier of: (a) the date of termination in CFX's written notice of termination; (b) completion of the Applicant Activities, including restoration; (c) expiration of the required insurance, unless a renewal of the insurance certificate is provided prior to said expiration; and/or (d) in the event the Applicant fails to respond to requests for additional information within 60 days.

violation.

END TERMS AND CONDITIONS

10.2 Upon any such termination or expiration of this TROE, CFX may require, in CFX's sole discretion, and the Applicant hereby agrees to perform or cause to be performed, any of the following, at the Applicant's sole cost and expense: (a) removal or relocation of any or all structures, wires, cables, pipes, utilities, and/or other improvements upon, under, or over the Property; and/or (b) restoration of the Property in accordance with these terms and conditions and any verbal or written CFX staff directives. Applicant fully waives any right to claim reliance upon this TROE in the event of termination or expiration of this TROE.

10.3 In the case of non-compliance with CFX's requirements in effect as of the date the TROE is approved, the TROE shall immediately terminate upon oral or written notice from CFX and the Applicant Activities will have to be brought into compliance or removed from the Property at no cost to CFX within the timeframe requested by CFX. This provision shall not limit CFX from exercising any rights it may have under equity or law. In the event of the Applicant's failure to so comply within the specified time by CFX, CFX may restore the Property and the Applicant shall be responsible for all removal and restoration costs.

10.4 After the expiration of the term of this TROE, any entry onto the Property requires a new application.

10.5 Those provisions of this TROE which by their nature are intended to survive the expiration or termination of this TROE, including, by way of example only, the indemnification and liability provisions, shall survive any expiration or termination of this TROE.

10.6 No delay or failure on the part of CFX to exercise any right or remedy accruing thereto upon the occurrence of an event of violation of any term or condition of this TROE shall affect any such right or remedy, be held to be an abandonment thereof, or preclude CFX from the exercise thereof at any time during the continuance of any event of such a violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of