

AMENDMENT NO. 10

**EXTENSION OF RIGHT OF ENTRY FOR NON-EXCLUSIVE USE
OF PARCEL A-2 AND BURGE WHARF
BETWEEN PEASE DEVELOPMENT AUTHORITY, DIVISION OF PORTS AND HARBORS
AND CORNELL UNIVERSITY – SHOALS MARINE LAB**

Grantor: Pease Development Authority, Division of Ports and Harbors (PDA-DPH)
Grantee: Cornell University – Shoals Marine Lab (SML)
Premises: “Parcel A-2” and the “Burge Dock” @ Market Street Marine Terminal as shown on Exhibit A
Purpose: Dockage for two (2) support vessels and parking for the loading and discharge of employees, students, passengers, and supplies and equipment

ROE Commencement Date: June 17, 2002

This Amendment No. 10 to the Right-of-Entry (ROE) made effective April 1, 2019 by and between the above-referenced Grantor and Grantee:

WHEREAS, Grantee has requested to extend its ROE for five (5) years through March 31, 2024, and PDA-DPH has agreed to the same.

NOW THEREFORE, Grantor and Grantee agree for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the Right-of-Entry for Non-exclusive Use of Parcel A2 and Burge Wharf be amended as set forth below:

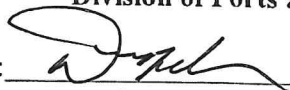
1. **TERM:** The ROE is extended for five (5) years beginning April 1, 2019 through March 31, 2024 on the same terms and conditions as set forth in this Amendment.
2. **DOCKAGE:** Grantee agrees to pay the following fees for dockage for the first year of this Amendment No. 10 of the ROE:
 - A. In year 1, \$4,700.00 for one (1) vessel of forty seven (47) feet in length, @ \$100.00 per foot Length Overall (LOA). Additionally, one (1) vessel thirty seven (37) feet in length will also be allowed to utilize the dock and raft alongside the larger vessel.
 - B. Beginning April 1, 2020 and continuing through the adjustment made on April 1, 2023, the dockage rate shall be established at an annual rate equal to the prior year’s dockage fee plus Consumer Price Index (“CPI”) adjustment, not to exceed the lesser of CPI or 3% per year, provided, however, that any such CPI adjustment, shall not exceed 12% in any five (5) year period. As of each adjustment date, the Annual Dockage shall be adjusted to reflect the change in the CPI for all Urban

Consumers applicable to the Boston area published by the United States Department of Labor, Bureau of Labor Statistics.

- C. **PASSENGER FEES/WHARFAGE:** Grantee agrees to compensate Grantor \$1.00 per each paying passenger. Passenger and Wharfage fees for years 2 through 5 to be negotiated and set prior to January 1 of each subsequent year.
3. **ADDITIONAL FEES:** Grantee agrees to compensate Grantor with the following fees associated with the usage of the premises:
- a. **Storage Shed:** Grantee agrees to pay \$500.00 for the first year for a storage shed to be shared by Star Island Corporation.
 - b. **Electricity:** Grantee agrees to pay \$780.00 for the first year for electric service.
 - c. **Storage Shed and Electricity Fees** for years 2 through 5 to be negotiated and set prior to January 1 of each subsequent year.
4. **ADDITIONAL TERMS:** All other terms and conditions of the ROE, as amended, shall remain in full force.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment No. 10 effective April 1, 2019.

Grantor: **Pease Development Authority**
Division of Ports and Harbors

By: 
David R. Mullen
Executive Director

Grantee: **Cornell University**

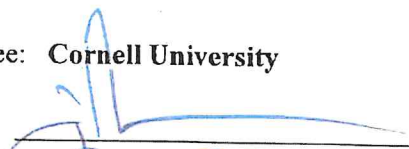
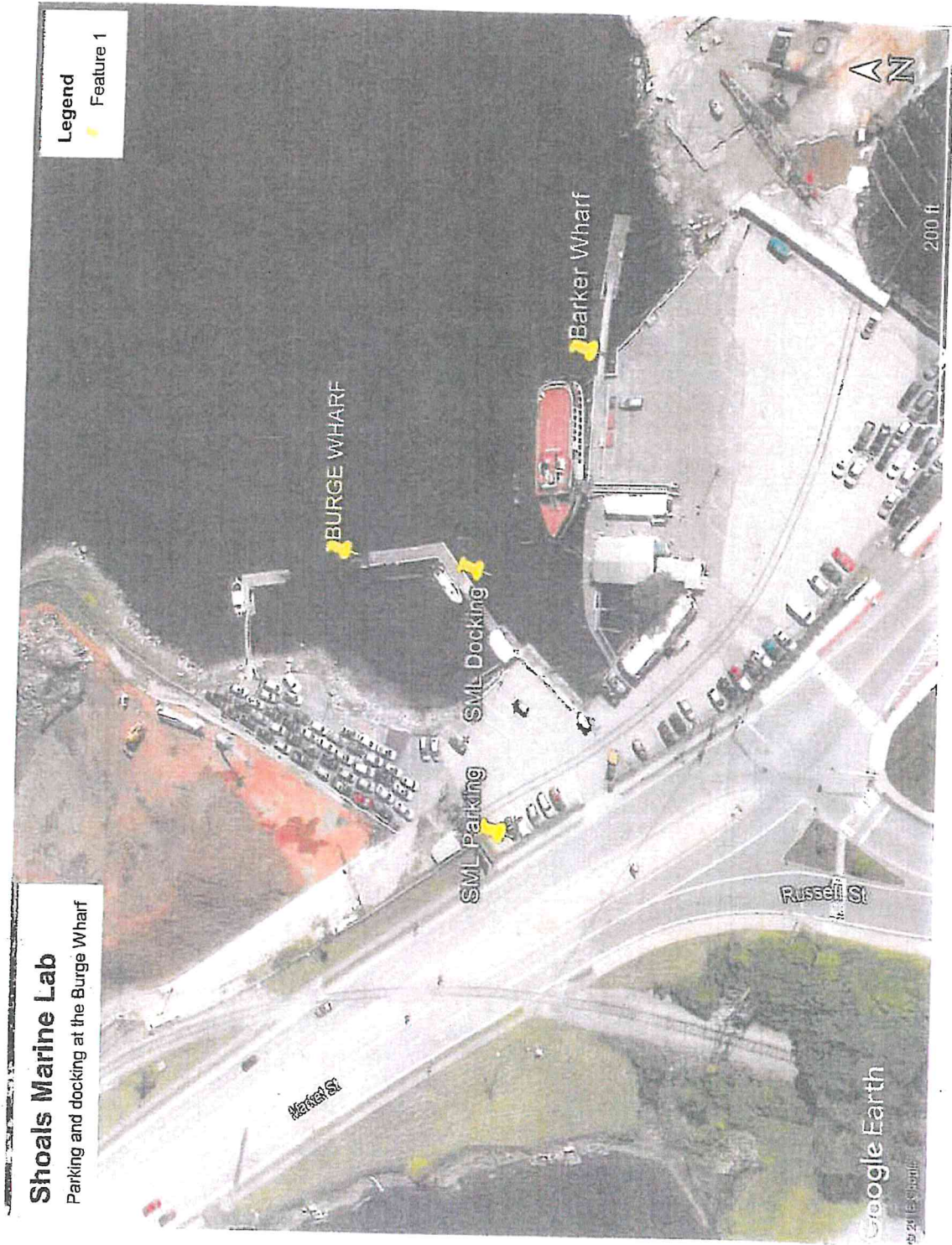
By: 
Print Name: Jeremy E. Thomas
Its: Senior Director, Real Estate

Exhibit A



Shoals Marine Lab

Parking and docking at the Burge Wharf