

EXHIBIT B

Attached hereto and made a part hereof:

The Grantee, for themselves, their successors and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the parcel of land described on Exhibit "A," that:

1. NONDISCRIMINATION CLAUSE: In connection with the performance of work under this Agreement, the Licensee covenants and agrees that:

- (1) no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall, on the grounds of race, color, sex, national origin, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination; and
 - (3) the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (the Regulations), and as the Regulations may be amended.
2. No billboard, sign or other outdoor advertising devices shall be erected upon said parcel of land other than those indicating ownership and type of activity being conducted on the premises and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of the Department of Transportation and/or the Federal Highway Administration and subject to local zoning ordinances.
 3. Any public utilities or municipalities having facilities under, over or through the parcel of land herein conveyed as of the date of these presents shall have the right and easement to continue to maintain, operate and renew their facilities within the premises herein described.
 4. The Grantee will indemnify, save harmless and defend the Grantor or its Department of Transportation from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substance, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Rhode Island Hazardous Waste Management Corporation Act, R.I.G.L. 23-19-1 et seq.; the Rhode Island Hazardous Substance Act, R.I.G.L. 23-24-1 et seq.; the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq.; and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., on, beneath, above or under the parcel herein conveyed attributable to the Grantee subsequent to the date of this conveyance arising under Rhode Island General Laws, Sections 23-19-1 through 23-19-27, inclusive, as amended or otherwise.