

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement” and/or “License”) made this \_\_\_\_ day of December, 2014, by and between City of Durham of the State of North Carolina, (“Licensor”) and Riding Partners, Inc. d/b/a BrightfieldTS (“BrightfieldTS” or “Licensee”), with its principal place of business at 87 Shope Road, Asheville, NC 28805. Collectively, Licensor and Licensee together are the “Parties”:

### WITNESSETH:

Upon the terms and conditions hereinafter set forth, Licensor hereby grants unto Licensee and Licensee does hereby accept as a Licensee permission to construct, maintain and operate equipment for an electric vehicle charging station to be located at City Public Parking Lot #32, as more particularly described and shown on Exhibit A (“Site”), in accordance with the Terms and Conditions set forth herein:

#### I. TERMS AND PAYMENTS:

##### A. Use of Licensed Site

Licensor for the term set forth in, and subject to the terms and conditions of, this License, hereby grants to Licensee permission to use the Site as described in Exhibit A for the installation of equipment necessary for the operation of an electric vehicle charging station, such equipment and accessories as set forth on Exhibit B (“Equipment”). All Equipment and improvements shall collectively be referred to as “Licensee Facilities.” The Licensee shall install the Licensee’s Facilities solely for the purpose of operating a solar-powered electric vehicle charging station. Licensee’s Facilities shall be located in the license area, the Site, as set forth in the attached Exhibit A, and shall be constructed in accordance with all relevant building codes and regulations. Licensor may elect to relocate the Equipment to a new location upon approval by both Parties, and such approval shall not be unreasonable withheld. The new location shall be similar in visibility, user access, solar exposure and shall have equal or higher projected utilization. The Licensor shall be responsible for all costs associated with the removal of its Equipment and restoration of the original Site, as well as relocation and installation of the Equipment at the new location, including, but not limited to, design, engineering, permitting, interconnection, construction, commissioning and all other costs of relocation.

##### B. Term

The term of this License shall be for a period of ten (10) years (the “Term”) commencing from the date of execution and will terminate at 11:59 p.m. on the 10-year anniversary date, unless terminated sooner due to default or the agreement of the Parties. Provided that Licensee is not in default of any of its obligations set forth herein, Licensee shall have the option to renew this License for one (1) additional and successive five-year term (the “Renewal Term”) by giving the Licensor written notice of intention to do so at least thirty (30) days prior to the end of the then-current term, and said Renewal Term shall be upon the same terms and conditions set forth in this License, unless amended in writing by the parties.

### **C. License Fee**

1. The license fee is \$1.00 per year. All payments shall be made directly to City of Durham. Charges by the City for furnishing any utilities such as, but not limited to, electricity, gas, water, sewer or telephone, shall be made separately.
2. In-Kind Service: During the first year of this Agreement, Licensor's fleet and employee vehicles will have the ability to utilize the equipment for a vehicle charge event at 50% discount off of the standard charging rate. After the first twelve (12) months of the Agreement, and for each year thereafter, City of Durham fleet and employee vehicles will have the option to utilize the equipment at a discounted rate of twenty (20) percent discount off of the standard charging rate.
3. Licensee shall have a separate electric meter to measure Licensee's electric consumption, and Licensee shall pay directly to the public utility company for the installation of the meter and for any electricity used by Licensee's Equipment, unless another interconnection solution becomes preferable to both Parties and this Agreement is amended in writing.

## **II. INSTALLATION MAINTENANCE AND ACCESS**

### **A. Additional Fees**

1. All costs directly or indirectly associated with the installation of the Licensee Facilities are the sole responsibility of Licensee.

### **B. Prerequisites to Installation**

1. Prior to the installation of the Licensee Facilities on the Site, Licensee shall submit to the Licensor detailed engineering plans and specifications of the planned installation. Upon approval of the plans and specifications, the Licensee shall provide the Licensor with at least ten (10) days' notice of the date actual installation of the Licensee's Facilities shall begin, and with an installation schedule. Licensee shall use its best efforts to follow an installation schedule which will limit interference with the parking area.
2. Prior to the installation of any of the Licensee's Facilities on the Site, Licensee shall, at Licensee's sole cost and expense, provide the Licensor with copies of any and all permits for the installation.
3. Prior to the installation of any of the Licensee's Facilities on the Site, or entry onto the Licensor's property, Licensee shall provide the Licensor with Certificates of Insurance as required by Section III of this License.
4. Signage: Licensee will be permitted to place signage for the electric vehicle charging station as approved by the Licensor. No additional signage will be permitted without the express written approval of the Licensor. Notwithstanding anything contained herein, all signs must be professionally made, approved by Licensor prior to display, such approval not to be unreasonably withheld, and must comply with applicable governmental regulations. It shall be responsibility of Licensee to obtain local permits for signage and to ensure such signage is authorized under local ordinances. All signs that do not have prior approval by Licensor will be removed at the sole cost of Licensee.

**C. Maintenance**

1. All installation and other work to be performed by Licensee hereunder shall be done in such a manner so as not to interfere with, delay, or impose any additional expense upon Licensor in maintaining the Site. In no event will Licensor be required to consent to any installation or other work by Licensee which would negatively impact any part of the Premises or any adjoining property of Licensor.
2. Licensee shall maintain its Licensee's Facilities in proper operating condition and within industry accepted safety standards and such other standards as may be adopted by the federal government from time to time. Licensor assumes no responsibility for the licensing, operation and or maintenance of the Licensee's Facilities.

**D. Permits and Compliance**

1. The Licensee's Facilities and installation, operation and maintenance of such must be in compliance with all federal, state and local laws, including but not limited to local zoning requirements. It shall adhere to reasonable technical industry standards and the NC Building Code, as applicable.
2. The Licensee shall at all times in good faith, use its best efforts to obtain licenses, permits and approvals necessary for the installation or operation of the Licensee's facilities, at Licensee's sole expense. Licensor, to the extent it can legally do so, will cooperate with Licensee in obtaining necessary permits.
3. Notwithstanding the obligations of the Licensee, Licensor shall maintain the parking lot and Site in good condition and repair.

**E. Access, Authorized Personnel and Limits on Exclusivity of Space Use**

1. Licensee shall have a non-exclusive right to access the Site and the Licensor's property for ingress and egress. In the event an additional right of way or easement is required by Licensee for such access, Licensee shall negotiate the right of way or easement separate from this License, and all costs associated with obtaining the right of way or easement shall be borne entirely by Licensee.
2. Licensee and its authorized personnel shall have reasonable access to the Site twenty-four (24) hours a day, seven (7) days a week, for the purposes of routine and emergency maintenance of the Licensee's Facilities.
3. At present, it is recognized that there is strong demand for parking during the normal business hours at the Site. Therefore, during the initial two (2) years of this Agreement, parking in the three (3) spaces adjacent to the electric vehicle station will be open use and non-exclusive. In year three (3) of this Agreement, it is contemplated that there will be an increased demand for designated access for these spaces, as electric vehicle parking only. Licensee and Licensor agree that beginning in year three (3) of this Agreement, one (1) of the three (3) spaces, may be designated as "Electric Vehicle Parking Only," if Licensee is able to demonstrate demand

for such designation. Designation of spaces for exclusive use by electric vehicles shall remain in Licensor's sole discretion.

### III. LIABILITY AND CONDEMNATION

#### A. Insurance

1. Licensee shall provide a certificate of insurance prior to the commencement of this License evidencing coverage in the limits and amounts shown below. All certificates of insurance for general liability shall show the City of Durham as additionally insured.

General Liability \$1,000,000.00  
Automobile Liability \$500,000.00  
(combined single limit; hired and non-owned coverage)

2. Licensee shall require its contractors/subcontractors, prior to commencing any installation, repair or maintenance work on the Site to provide the Licensor a certificate of insurance evidencing the coverages and limits described above.
3. During the term of this License and any renewals thereof, the Licensee shall provide to the Licensor, upon the anniversary of the Commencement Date of this License, a certificate of insurance evidencing the coverage in the amounts shown above. All certificates issued on behalf of the Licensee to the Licensor shall require no less than thirty (30) days prior written notice to the Licensor as to the termination, lapse, or reduction in coverage.
4. The failure of the Licensee to maintain any of the coverage or meet any of the required conditions of this License shall constitute a default. Upon such default, the Licensor shall have the option of obtaining and maintaining such coverage as set forth in Section III (A) (1) herein and shall have the right of reimbursement from the Licensee for the cost of said coverage, or shall have the option of terminating this License upon thirty (30) days written notice to the Licensee.

#### B. Indemnification

1. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "1," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
2. Definitions. As used in subsections "1" above and "3" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this

contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

3. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.
4. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
5. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

#### **C. Casualty**

In case of damage to the Site or those portions of the Site which are essential to the operation of the Licensee Facilities, Licensee may, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, Governmental Regulations, and for delays beyond the control of Licensor, including a "force majeure". Licensor shall not be obligated to repair, restore, or rebuild any of Licensee's personal property, including but not limited to the Licensee Facilities. Licensor shall not be liable for any inconvenience or annoyance to Licensee or injury to Licensee's business resulting in any way from such damage or the repair thereof for the time that Site are rendered unusable for Licensee's intended purpose, the base rent shall proportionately abate. In the event the damage shall involve the Site generally and shall be so extensive that Licensor shall decide, at its sole discretion, not to repair or rebuild the Site, this License shall, at the sole option of Licensor, exercisable by written notice to Licensee given within thirty (30) days after Licensor is notified of or otherwise becomes aware of the occurrence of the casualty, be terminated as of the date of such casualty, and the base rent, taking into account any abatement as aforesaid, shall be adjusted to the termination date and Licensee shall thereupon promptly vacate the Parking Lot and the Site.

#### **D. Condemnation of Premises**

In the event that any government, public body, or other condemning authority shall take, or if Licensor shall transfer in lieu of such taking, all or such part of the Site or surrounding parking lot, thereby making it physically or financially infeasible for the Site to be used in the manner intended by this License, Licensee shall have the right to terminate this License effective as of the date of the taking by the condemning party. However, if only a portion of the Site or parking lot is taken, Licensor shall upon consultation with Licensee determine whether the License should remain operative, giving either Party the right to terminate upon one hundred and twenty (120) days' notice of the intent to terminate.

#### **V. HAZARDOUS SUBSTANCES**

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within any Site in violation of any law or regulation. Licensor represents, warrants and agrees (1) that neither Licensor nor, to Licensor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Site in violation of any law or regulation, except as disclosed herein, and (2) that Licensor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. As used in this paragraph, "**Hazardous Material**" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "**Governmental Requirements**" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Property.

This Section shall survive the termination of this License.

## **VI. OTHER TERMS AND CONDITIONS**

### **A. Special Event**

If Licensee desires to host a special event or demonstration event onsite for the EV station, Licensee will need to coordinate that permission through the Durham City-County Sustainability Office.

### **B. Assignment and Subleasing**

Licensee shall not transfer or assign all or any interest in this License without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.

### **C. Taxes and Assessments**

Licensee shall pay any taxes, assessments, charges, fees or licenses attributable to its use of the Site, including any use, occupancy, and/or personal property taxes.

### **D. Mechanics Liens**

Licensee shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Site or other of Licensor's property by reason or work, labor, services, of materials requested and supplies claimed to have been requested by Licensee; and if such lien shall at any time be so filed, within fifteen (15) days after notice of the filing thereof, Licensee shall cause it to be cancelled and discharged of record. In the event Licensee does not cause such lien to be cancelled and discharged of record, Licensor may terminate this License and proceed in accordance with applicable law.

### **E. Fixtures and Removal**

Licensor covenants that except in the event that it exercises the Option to Purchase described in Section VII. A. below, all personal property and improvements of every kind and nature installed, constructed, or placed by Licensee on the Site, shall be and remain the property of Licensee despite any default or

termination of this License, and may be removed by Licensee provided that Licensee, at its expense, shall restore the Site to its condition as of the Commencement Date of the License.

#### **F. Removal of the Licensee Facilities Upon Expiration or Termination**

Unless Licensor exercises the Option to Purchase described in Section VII. A. below, upon the expiration of the term of this License or the termination hereof, whichever first occurs, Licensee shall have the option of removing all of the Licensee Facilities or conveying the Licensee Facilities to Licensor. Licensee shall have sixty (60) days from the termination of the License to remove the Equipment from the Site. In the event the Equipment has not been removed within sixty (60) days of the termination of the License, the Equipment shall be deemed to have been donated to Licensor. Any and all removal of Licensee's Equipment shall be performed in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any other equipment of other Licensees thereon.

#### **G. Amendments.**

This Agreement may be amended in a writing signed by both parties. As to amendments concerning extension of the term period, relocation of the Site, expansion of numbers of parking spaces brought under the terms of this License, or clarification of existing terms of this License, the City Manager shall have authority to execute such amendment.

### **VII. EXPIRATION/TERMINATION OF LICENSE**

#### **A. Option to Purchase**

1. Beginning in year eleven (11) of this Agreement or any time after completion of the initial term of this Agreement, the Licensor shall, pursuant to and consistent with the terms of this Agreement, have and may exercise an option to purchase Licensee's Facilities at Fair Market Value (the "FMV").
2. Fair Market Value shall be determined by an appraiser or CPA. The cost of determining the FMV shall be that of the Licensor. In the event of a dispute regarding the appraisal, Licensee shall have an additional appraisal completed, and the average of the two appraisals shall serve as the FMV.

#### **B. Termination**

In the event of default as described in Section VII. E. below, Licensor may, at its option, terminate this License upon written notice to Licensee. Except where a different time is set forth elsewhere herein, said notice shall be thirty (30) days.

#### **C. Non-Waiver**

Failure of Licensor to insist on strict performance of any of the conditions or provisions of this License or to exercise any of the rights hereunder shall not waive such rights.

#### **D. EVENT OF DEFAULT**

It shall be an **Event of Default** if any one or more of the following events shall occur:

1. Licensee shall default in the payment when due of any sum of money specified hereunder to be paid by Licensee, and Licensee does not remedy such default within ten (10) days after written notice thereof from the Licensor (provided, however, that the Licensor shall not be required to provide such notice with respect to more than two license payments required during any calendar year during the term hereof); or
2. Licensee shall default in the performance of any other of the terms, conditions or covenants contained in this License to be performed or observed by Licensee, other than that specified in (1) above, and Licensee does not remedy such default within thirty (30) days after written notice thereof or, if such default cannot be remedied in such period, Licensee does not commence such efforts to remedy the default within twenty (20) days after such notice and continue to pursue such efforts and/or acts to completion with reasonable diligence.
3. In the event Licensor shall fail to keep or perform any of the terms, conditions or covenants contained in this License to be performed or observed by Licensor, and Licensor does not remedy such failure within thirty (30) days after written notice thereof is given to Licensor, Licensee shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.
4. Notwithstanding anything in this License to the contrary, Licensee and Licensor hereby waive any claim that each may have against the other party with respect to any consequential damage or lost profits.

## VIII. MISCELLANEOUS

### A. Notice

1. The parties hereby acknowledge that all written notices relative to this License shall be served upon the parties in writing and shall be deemed properly served only when delivered by one of the following methods: hand delivered, overnight courier, or posted by certified United States mail, return receipt requested, addressed to the party to whom directed at the following addresses or at such other addresses as may be from time to time designated in writing:

To Licensor:           City of Durham  
                              c/o Mark Aherendsen  
                              Transportation Department  
                              101 City Hall Plaza  
                              Durham, NC 27701  
                              919-560-4561 (fax)

To Licensee:           Riding Partners, Inc.  
                              c/o/ Matthew Johnson, President  
                              87 Shope Road  
                              Asheville, NC 28805

### B. Exhibits Made Part of This Agreement.

All Exhibits referenced herein are hereby made part of this Agreement.

### **C. Governing Law**

This License shall be governed by and construed in accordance with the laws of the State North Carolina, with jurisdiction in the General Court of Justice of Durham County. All rights and remedies of Licensor under this License shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity.

### **D. Severability**

Should any provision or provisions contained in this License be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

### **E. Entirety**

This License contains the entire Agreement of the parties and may not be modified, except by an instrument in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers as of the date set forth in the first paragraph.

CITY OF DURHAM

Attest:

\_\_\_\_\_

\_\_\_\_\_ City Clerk

By: \_\_\_\_\_(SEAL)

Thomas J. Bonfield, City Manager

RIDING PARTNERS, INC.

Attest:

\_\_\_\_\_

(Corporate Seal)

By: \_\_\_\_\_(SEAL)

Matthew Johnson  
President, Riding Partners, Inc.

State of North Carolina

**ACKNOWLEDGMENT BY CONTRACTOR**

County of Durham

I, a notary public in and for the aforesaid county and state, certify that Matthew Johnson personally appeared before me this day and stated that he is the President of **RIDING PARTNERS, INC.**, a North Carolina S Corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing contract amendment with the City of Durham and the corporate seal was affixed thereto. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

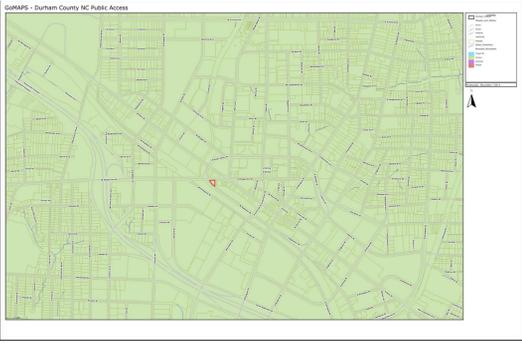
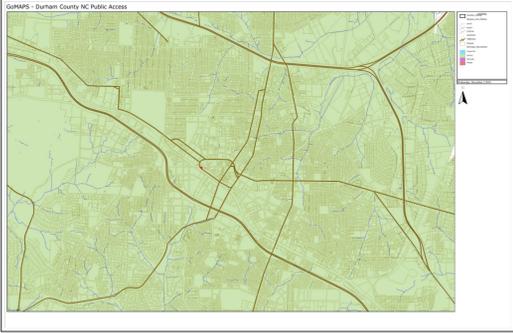
\_\_\_\_\_

\_\_\_\_\_

Notary Public

**Exhibit A**

# CITY PARKING LOT 32 DCFC PROJECT



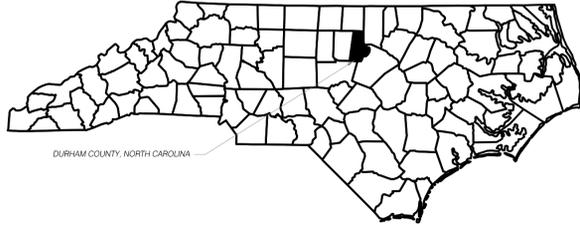
Parcel Report:

Quick Information with 2010 Orthophoto

PIN Number: 0821-08-87-1763	Parcel ID: 103101
Acres: 0.17600000	Land Use: COUNTY SWC/ GOV/PUB PAK LT
Deed Book: 000228	Deed Page: 000228
Plot Book: 000035	Plot Page: 000088
Subdivision: DRHM CTRL BUS DIST	Site Address: 111 W CHAPEL HILL ST
Owner Name: CITY OF DURHAM	Owner Address: PROP JUD FACILITY HIGHT 101 CITY HALL PLZ DURHAM, NC 27701

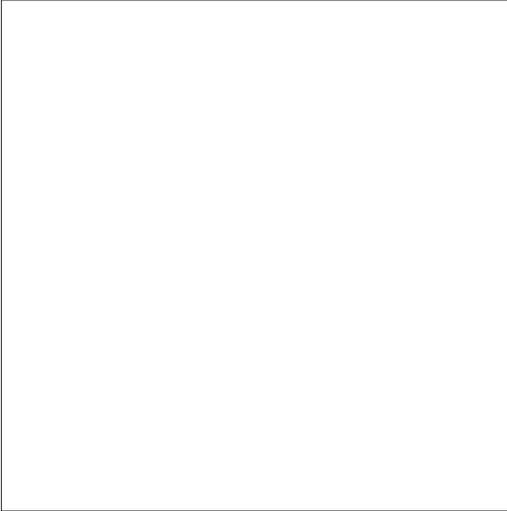
RIVER BASIN: UPPER NEUSE  
DEVELOPMENT TIER: DESIGN DISTRICT CORE (DDC)  
OVERLAY: HISTORIC DISTRICT OVERLAY

LOCATION MAP



111 W CHAPEL HILL ST  
Durham, North Carolina 27701

REVIEWER STAMPING AREA



INDEX OF DRAWINGS	
C-1.0-	COVER SHEET
E-1.0-	SITE PLAN RISER AND DETAIL
E-1.1-	ELECTRICAL DETAILS



Owner Applicant: Matt Johnson, President BrightField TS  
87 Shope Rd  
Asheville, North Carolina 28805  
Phone: (828)273-2619



370 N. Louisiana Ave., Suite F-3  
Asheville, North Carolina 28806-3659  
Phone: (828)252-8181, Fax: (828)252-8857

NC License# F-1222  
www.mckimcreed.com

**GENERAL NOTES**

A. ALL WORK SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL CODES AND THE NATIONAL ELECTRICAL CODE, 2008 EDITION, AND AMENDMENTS, IF ANY. AS A MINIMUM, ELECTRICAL CONTRACTOR SHALL SECURE AND PAY FOR ALL LICENSES, FEES, PERMITS, AND UTILITY CHARGES. BOTH CONTRACTOR AND INSTALLING MECHANIC ARE REMINDED THAT SINCE THE NATIONAL ELECTRICAL CODE IS BY STATUTORY INCLUSION A PART OF THE LAWS OF THE STATE THEY BEAR A PRIME RESPONSIBILITY TO COMPLY WITH IT EVEN WHEN THE DRAWINGS OR SPECIFICATIONS DENOTE AN APPARENT VIOLATION. THIS SHOULD BE OBSERVED CAREFULLY AND CONTINUOUSLY, PARTICULARLY DURING ESTIMATING FOR PROPOSAL, AND ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.

B. IN GENERAL, MOUNTING HEIGHTS OF OUTLETS, SWITCHES, ETC. ARE NOTED ON THE SYMBOL SCHEDULE. SCHEDULES AND NOTES SPECIFY "STANDARD" MOUNTING HEIGHTS FOR THESE ITEMS. STUDY CAREFULLY ELEVATIONS OF ALL WALLS AND CABINET WORK AS SHOWN ON ARCHITECTURAL DRAWINGS AND FIT OUTLETS TO SPACE AND TO AVOID CONFLICTS. OUTLETS SHALL ALWAYS BE LOCATED ABOVE, AND NOT IN, BACKSPASHES WHEREVER POSSIBLE. COORDINATE OUTLET LOCATIONS WITH OTHER TRADES TO AVOID CONFLICTS. ANY CONFLICT THAT CANNOT BE RESOLVED ON THE JOB SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER PRIOR TO ROUGHING.

C. BRANCH CIRCUIT WIRE SIZING SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE:

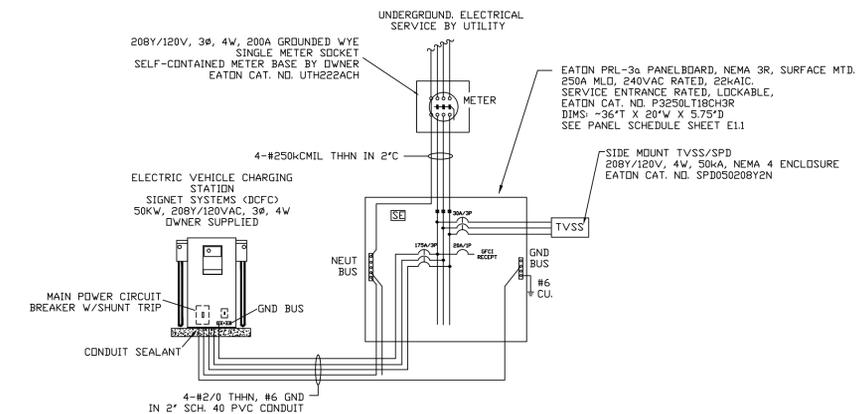
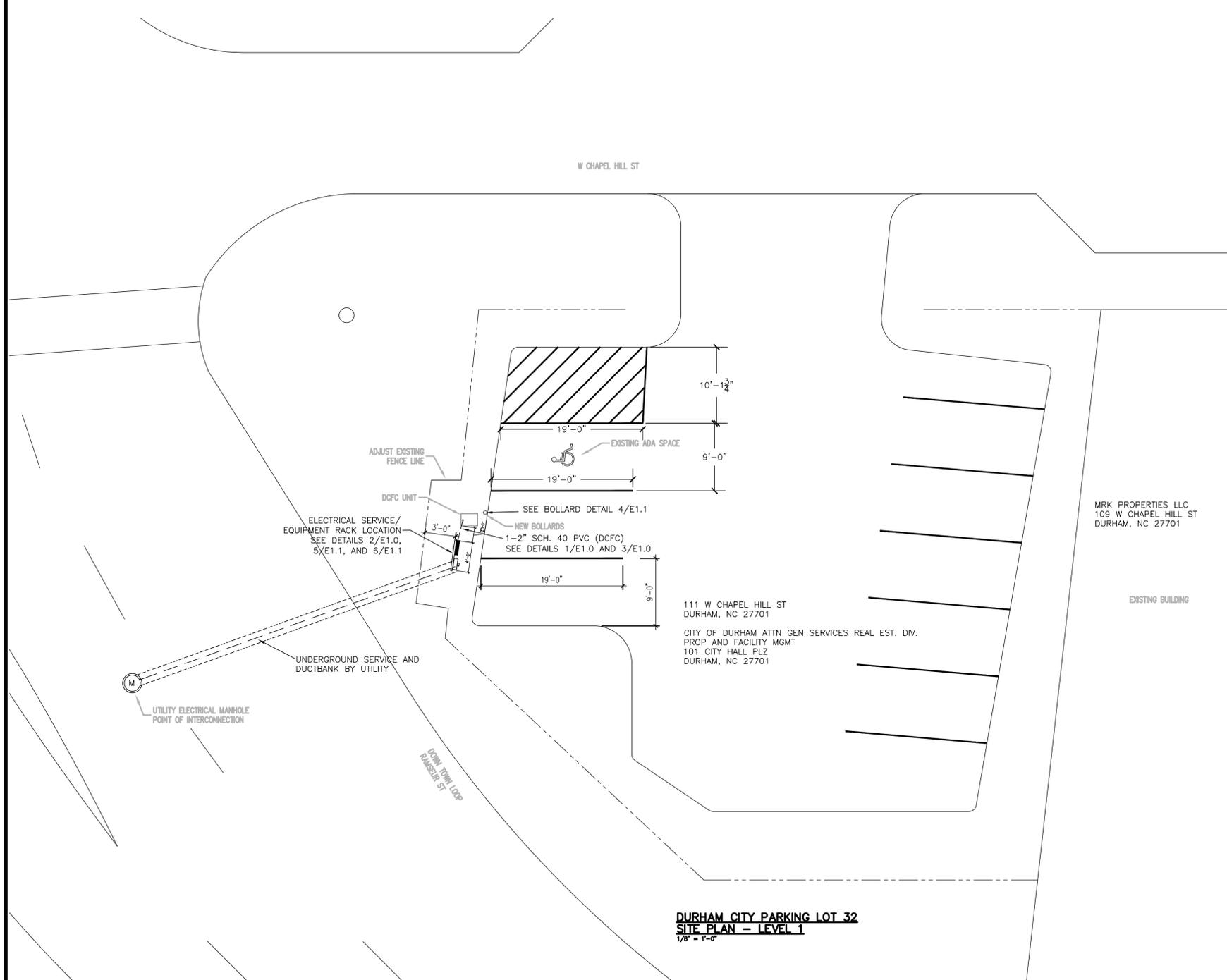
VOLTS	DISTANCE	HOME RUN	REMAINDER OF CIRCUIT
120/208	0' - 50'	#12	#12
	50' - 100'	#10	#12
	100' - 150'	#8	#10

E. ALL WIRING LUGS THROUGHOUT THE PROJECT, INCLUDING BUT NOT LIMITED TO BREAKERS, PANELBOARD/SWITCHBOARD LUGS, SAFETY SWITCH LUGS, AND TRANSFORMER LUGS, SHALL BE RATED FOR USE WITH 75°C CONDUCTORS SIZED IN ACCORDANCE WITH NEC TABLE 310-16.

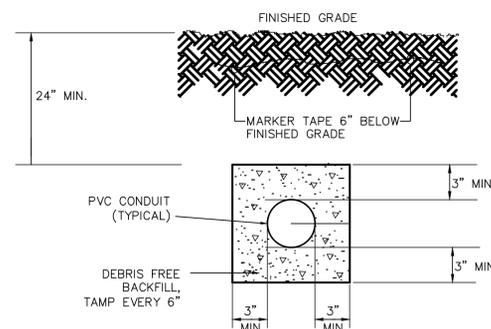
F. ALL CONDUCTORS SHALL BE COLOR CODED AS FOLLOWS:  
208Y/120V, 3-PHASE, 4-WIRE

PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUND	GREEN

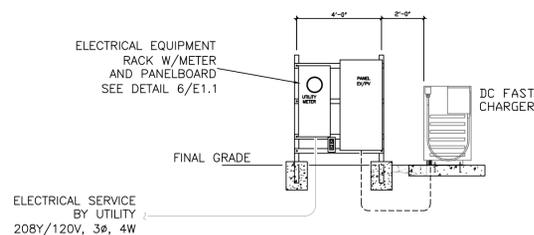
G. SAFETY SWITCHES SHALL BE HEAVY-DUTY TYPE, NEMA 1 FOR INDOOR AND NEMA 3R FOR OUTDOOR UNLESS OTHERWISE NOTED. SAFETY SWITCHES SHALL BE FUSED OR NON-FUSED TYPE AS INDICATED. FUSED TYPE SHALL BE EQUIPPED WITH EITHER CLASS "RK1", "RK5" OR "J" FUSES AS INDICATED.



**3 ELECTRICAL RISER**  
E1.0 SCALE: NONE



**1 TYPICAL 1-WAY DUCTBANK DIAGRAM**  
E1.0 SCALE: NOT TO SCALE



**2 ELECTRICAL VEHICLE CHARGING STATION**  
E1.0 SCALE: AS NOTED

- NOTES:
1. PROVIDE RGS ELLS AND RISER ABOVE GROUND AT RACK (TYP.)
  2. SEE DC FAST CHARGER (DCFC) FOUNDATION DETAILS 1, 2, 3, SHEET E1.1



**DALE REYNOLDS**  
MCKIM & CREED  
370 NORTH LOUISIANA AVE SUITE F-3  
ASHEVILLE, NC 28806  
828.252.8181, FAX: 828.252.8857

PARKING LOT 32  
DURHAM, NC  
DCFC PROJECT  
BRIGHTFIELD TS®

JOB NO.  
DESIGNED BY DR  
DRAWN BY BED  
CHECKED BY  
DATE 10-3-14  
CAD FILE DCFC-10-DR PRKDK.dwg

**E1.0**  
OF 1





**Exhibit B**  
Equipment

List and description of equipment for installation

City Parking Lot #32

- 1- Fuji 25KW DC Fast Charger
- Appropriate metering