

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: P177A(04) PCN: 02SE COUNTY/CITY: Rapid City PARCEL NO: E13

This Agreement is made and entered into by and between the County/City of Rapid City acting by and through its County/City Commission, hereinafter referred to as "COUNTY/CITY," and Cole AZ Rapid City SD, LLC, whose postal address is 2325 E. Camelback Road, Suite 1100, Phoenix, AZ 85016, hereinafter referred to as "DONOR";

WHEREAS, COUNTY/CITY needs the following easements for construction, operation, and maintenance of a highway:

Perpetual Easement: _____

Temporary Easement: Construction Easement in the East 33 feet of lot 11 bounded lots 17, 18, 19 & 20 in Block 9, Schnasse addition to Rapid City, N 1/2, SW 1/4, Sec. 2, T2N, R8E, Black Hills Meridian, as shown in Exhibit A.

NOW, THEREFORE, DONOR and COUNTY/CITY hereby agree as follows:

1. DONOR does hereby voluntarily grant and donate to COUNTY/CITY, for and in consideration of ~~One Dollar (\$1.00)~~ and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by DONOR, the above described easements as shown on the plans for construction of the above cited Project. TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500.00)

Stipulations of conditional donation: See Attached Exhibit B.

2. DONOR understands DONOR'S right to have an appraisal prepared and DONOR'S right to receive just compensation for the above described perpetual and/or temporary easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. ~~DONOR shall not erect fences, structures, or obstacles within the perpetual easement.~~ Intentionally omitted.

4. DONOR grants permission to COUNTY/CITY or COUNTY'S/CITY'S agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the highway is abandoned by the proper action of the COUNTY/CITY Commission and the temporary easement shall be in effect until one (1) year after construction of the Project is completed.
 ~~execution~~
 the earlier of (i) December 31, 2013 and (ii) 90 days after construction begins on DONOR's property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____ in the year _____.

Legal Name of Donor
Cole AZ Rapid City SD, LLC
By: Cole REIT Advisors III, LLC, its Manager
By: [Signature]
Name: Todd J. Weiss
Title: Senior Vice President

County/City of _____
By: _____
Its: County Commission Chairperson/
City Mayor
Attest:

(Corporate Seal)

County Auditor/City Finance Officer

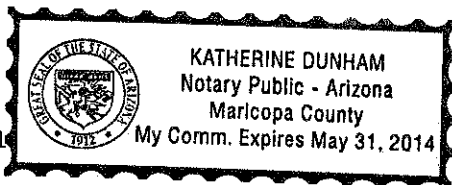
[County/City Seal]

DONOR ACKNOWLEDGMENT

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

On this the 13th day of August in the year of 2012, before me, Katherine Dunham, a Notary Public, within and for said County and State, personally appeared Todd J. Weiss, who acknowledged himself/herself to be the Senior Vice President of Cole REIT Advisors III, LLC, the manager of Cole AZ Rapid City SD, LLC a limited liability company, and that he/she, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself/herself as Senior Vice President.

In witness whereof I hereunto set my hand and official seal.



Katherine Dunham
Notary Public
My Commission Expires: May 31, 2014

RECORD OF CALLS/VISITS AND DISCUSSION RECORD
TO ACCOMPANY DONATION FORM LG-ROW-1

PROJECT NO: P1774(04) PCN: 02SG COUNTY/CITY: Rapid City
LANDOWNER: Cole AZ Rapid City SD, LLC

NAME OF NEGOTIATOR: Todd Peckosh
TITLE: Project Manager

The following document(s) was/were shown and/or explained to the Landowner:

Construction Plan Sheet Right of Way Document(s) Right of Way Brochures Other

Call/Visit Number: 1
Time: 8:50 AM/PM Date: 3/21/12
Visit Location: Phone Call
List people present during meeting: Jim McClain (auto zone attorney) lessor,
Sara Odden (CLC)

Notes of the Discussion: Sara discussed project with Mr. McClain & E-mailed
all documents to Mr. McClain for his review. He will contact property owner with
information and send contact info to Sara

Call/Visit Number: 2
Time: 1:57 AM/~~PM~~ Date: 4/30/12
Visit Location: Call
List people present during meeting: Jeff Keen (Cole AZ - owner)
Sara Odden (CLC)

Notes of the Discussion: Sara reviewed project and e-mailed documents to
Jeff. Jeff will review and return correspondence on any fees
and stipulations.

Call/Visit Number: 3
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Call/Visit Number: 4
Time: _____ AM/PM Date: _____
Visit Location: _____
List people present during meeting: _____

Notes of the Discussion: _____

Note: Please indicate in the Notes of Discussion, any agreement made as part of the donation, such as an additional approach, a load of gravel, etc.

JOINDER AND CONSENT OF AUTOZONE DEVELOPMENT CORPORATION
(Agreement for Voluntary Right of Way Donation)

AutoZone Development Corporation, a Nevada corporation ("AutoZone"), tenant under that certain Lease dated August 23, 2007 by and between Triple C Development, Inc., predecessor in interest to Cole AZ Rapid City SD, LLC ("Cole"), as landlord and AutoZone, as tenant ("Lease"), covering the property referred to in Exhibit A of the attached Agreement for Voluntary Right of Way Donation (the "Agreement"), hereby joins in and consents to the execution, delivery and recording of the Agreement to which this Consent is attached, and covenants and agrees be subject to the terms and conditions thereof provided that nothing contained in the foregoing shall serve to supersede or replace the terms and conditions of the Lease, which shall govern and control the rights and obligations between AutoZone and Cole.

IN WITNESS WHEREOF, AutoZone has executed this instrument as of the 9th day of August, 2012.

AUTOZONE DEVELOPMENT CORPORATION, a Nevada corporation

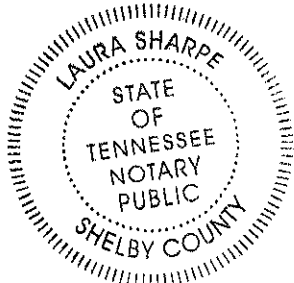
By: [Signature]
Name: James C. Griffith
Title: Vice President

By: [Signature]
Name: RAYMOND A. POHLMAN
Title: Vice President, Government & Community Relations

STATE OF TENNESSEE)
) ss.:
COUNTY OF SHELBY:)

APPROVED FOR EXECUTION
By: James O. McClain, Legal
[Signature] AZ# 3423

On this 9th day of August, 2012, before me, the undersigned, personally appeared JAMES C. GRIFFITH and RAYMOND A. POHLMAN who, I am satisfied, are the persons who signed the foregoing instrument as the Vice President and Vice President, respectively, of AutoZone Development Corporation; a Nevada corporation, and that they, in such capacities, being authorized so to do, executed the foregoing instrument as the free act and deed of said corporation for the purposes contained therein by signing the name of said corporation by themselves in such capacities..



[Signature]
Notary Public

MY COMMISSION EXPIRES
My Commission Expires: APRIL 27, 2016

[AFFIX NOTARY SEAL OR STAMP]

JOINDER AND CONSENT OF LENDER
(Agreement for Voluntary Right of Way Donation)

The undersigned Lender, the current holder of that certain Mortgage – One Hundred Eighty Day Redemption, Mortgage, Security Agreement and Fixture Filing, granted by Cole AZ Rapid City SD, LLC, a Delaware limited liability company (“*Cole*”), to Goldman Sachs Mortgage Company, a New York limited partnership (“*Original Lender*”), recorded in Book 204, Page 579, in the Pennington County Records (the “*Records*”), as assigned by Original Lender to the undersigned (the “*Mortgage*”), securing the property in Pennington County, South Dakota (as described in the Agreement for Voluntary Right of Way Donation to which this Joinder and Consent of Lender is attached), does hereby join in and consent to the terms and provisions of the Agreement for Voluntary Right of Way Donation (the “*Easement*”), and does hereby agree that the foreclosure of the Mortgage shall not affect or eliminate the Easement.

Lender is executing this document solely to provide its consent as Lender to the contemplated transactions as required in the Mortgage. The relationship between Lender and Cole is that of a lender and a borrower only and neither of the parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage or the other Loan Documents (as defined in the Mortgage).

[EXECUTION PAGE FOLLOWS]

This ___ day of _____, 2012.

LENDER:

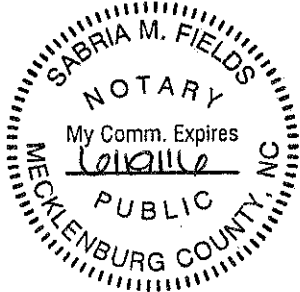
U.S. BANK NATIONAL ASSOCIATION, as trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2010-C2

By: Wells Fargo Bank, N.A., solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of December 1, 2010

By: Amy Jo Carey
Name: **Amy Jo Carey**
Title: **Vice President**

STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg)

On this 5 day of June, 2012, before me, the undersigned notary public, personally appeared Amy Jo Carey, in his/her capacity as V. President of Wells Fargo Bank, N.A., a national banking association, in its capacity as Master Servicer on behalf of U.S. Bank National Association, as trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2010-C2, proved to me through satisfactory evidence of identification, which was a [current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed it voluntarily for its stated purpose, as Authorized Officer of the national banking association.



Sabria M. Fields
Notary Public
My Commission Expires: 12/31/12

Agreement for Voluntary Right of Way Donation
Between the City of Rapid City, SD and Cole AZ Rapid City SD, LLC

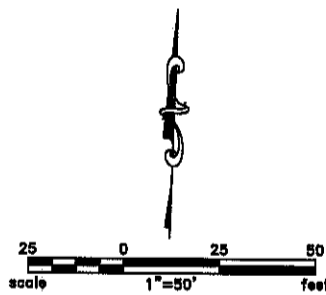
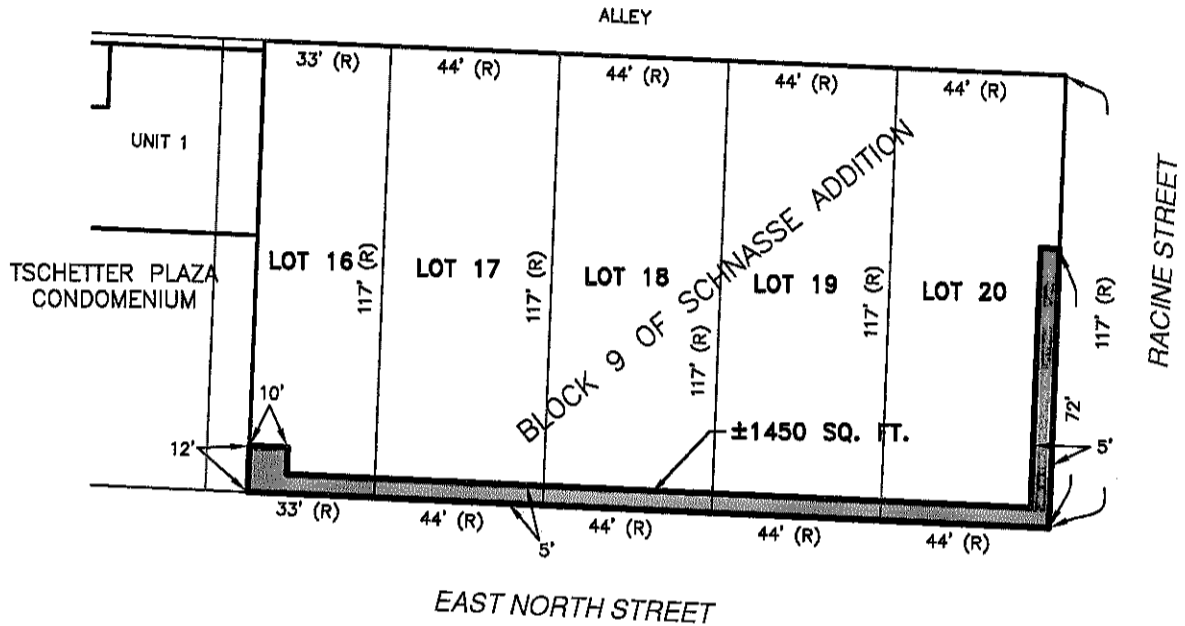
EXHIBIT B

- A. The City and its contractors shall ensure that at all times during construction at least one access point to the DONOR's property shall be open and available at all times. In the event that the City requires that both access points be closed, then the City will provide an alternate access point to DONOR's property which such alternate access to DONOR's property shall be subject to the approval of AutoZone Development Corporation and shall be open and available at all times until such time as the City has reopened the access points to DONOR's property that existed as of the date of this agreement.
- B. The City agrees to restore the surface within the Temporary Easement to a condition similar to the condition existing immediately prior to the City's use of the Temporary Easement including, without limitation in any way, paving the driveway area, grading and re-sodding, landscaping and irrigation. The City will also protect or remove and replace any sprinkler heads that are within the Temporary Easement and upon completion of the Project, the City will replace and repair any and all damaged irrigation systems and any sprinkler heads removed or otherwise damaged or rendered unworkable in any manner.
- C. The City agrees that, if any damage to DONOR's property occurs outside of the Temporary Easement as the result of any action by the City or the City's contractors occurring during construction of the Project or as a result of the City's exercise of any of rights under this agreement, the City shall repair or shall cause the repair of any such damage at no expense to DONOR.
- D. The City indemnifies DONOR and AutoZone Development Corporation from and against any and all liability, personal injury, property damage, costs and expenses (including, without limitation in any way attorneys' fees and expenses of litigation), arising out of the City's use of the Temporary Easement or to the City's exercise of any rights under this Agreement to the extent such injury and/or damage results from the negligence or willful misconduct of City or its employees, agents or subcontractors.

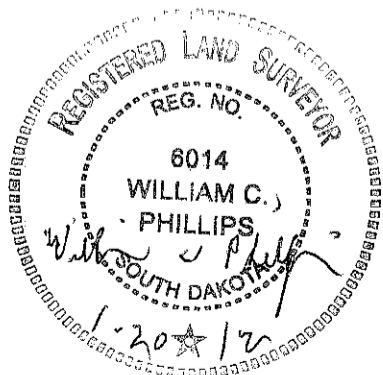
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN THE EAST 33 FEET OF LOT 16 AND LOTS 17, 18, 19 & 20 IN
 BLOCK 9 OF SCHNASSE ADDITION TO THE CITY OF RAPID CITY IN THE N1/2 OF THE
 SW1/4 OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 8 EAST
 OF THE BLACK HILLS MERIDIAN
 RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA



I, WILLIAM C. PHILLIPS, PROFESSIONAL LAND SURVEYOR, S.D. NO. 6014,
 DO HEREBY CERTIFY THAT THE EASEMENT LOCATION SHOWN HEREON WAS
 MADE BY ME, OR UNDER MY DIRECTION, FROM NOTES MADE IN THE FIELD
 AND RECORD DOCUMENTS, THE SAME IS TRUE AND CORRECT TO THE BEST
 OF MY KNOWLEDGE AND BELIEF.



(R) RECORD DIMENSION PER PLAT
 BOOK NO. 1, PAGE 3.

TEMPORARY CONSTRUCTION
 EASEMENT

PREPARED BY:
 KADRNAS, LEE & JACKSON, INC.
 330 KNOLLWOOD DRIVE
 RAPID CITY, SD 57701-6611
 (605) 721-5553

Kadmas
Lee &
Jackson
Engineers Surveyors
 Planners