

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

VOSS, COOK & THEL
840 Newport Center Drive, Suite 700
Newport Beach, California 92660
Attn: David A. Lurker, Esq.

COPY of Document Recorded
on 10/11/96 as No. 400681
has not been compared with
original
FRANK K. JOHNSON
County Recorder
RIVERSIDE COUNTY CALIFORNIA

(Space Above This Line for Recorder's Use Only)

FIRST AMENDMENT TO RECIPROCAL ACCESS
AND PARKING EASEMENT AGREEMENT

COPY

This First Amendment to Reciprocal Access and Parking Easement Agreement (this "First Amendment") is entered into this 2 day of October, 1996 by and between MBK RIVERSIDE MARKETPLACE PARTNERS, LTD., a California limited partnership, formerly known as Birtcher Riverside Marketplace Partners, Ltd. ("MBK") and CASINO REALTY, INC., a California corporation ("CASINO"), with reference to the following facts:

RECITALS

A. CASINO is the owner of certain real property (the "Retail Parcel") located in the City and County of Riverside, State of California, and more particularly described as follows:

Parcel 14 of Parcel Map No. 26301 as shown on the Map filed on August 20, 1992 in Book 176, Pages 72 through 81, inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County.

B. MBK is the owner of certain adjacent real property (the "Adjacent Parcel") located in the City and County of Riverside, State of California, and more particularly described as follows:

Parcel 15 of Parcel Map No. 26301, as shown on the Map filed on August 20, 1992 in Book 176, Pages 72 through 81, inclusive, of Parcel Maps in the Office of the County Recorder of Riverside County, California.

C. CASINO and MBK executed that certain Reciprocal Access and Parking Easement Agreement dated August 27, 1992, which was recorded on August 27, 1992

as Instrument No. 323397 in the Office of the County Recorder of Riverside County (the "REA").

D. MBK has processed a lot line adjustment affecting the Adjacent Parcel which modifies the lot lines of the Adjacent Parcel. The modifications are set forth in a Parcel Map Waiver 011-956, a copy of which is attached hereto and incorporated herein as Exhibit "A" and which will be recorded in the Office of the County Recorder of Riverside County. At such time, the Adjacent Property will consist of Parcel 1 as shown on the recorded Parcel Map Waiver (hereinafter the "Revised Adjacent Parcel").

E. As used in this Agreement, the terms "Owner and Owners" shall mean CASINO and MBK and each and every fee owner of the applicable parcel or any portion thereof or interest therein from time to time, and all transferees, successors, heirs and assigns thereof, as to each during the term of its ownership.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MBK and CASINO hereby amend and modify the REA as follows:

1. REVISED ADJACENT PARCEL

The term "Adjacent Parcel" for the purposes of the REA shall hereinafter mean the Revised Adjacent Parcel as described and defined in paragraph D. above. All references in the REA to the "Adjacent Property" shall be deemed to refer to the Revised Adjacent Property.

2. MISCELLANEOUS.

2.1 Defined Terms. All defined terms as used herein and designated by initial capital letters shall have the same meaning as set forth in the REA unless otherwise expressly provided herein.

2.2 Conflicts or Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the REA, the provisions of this First Amendment shall control. Except as expressly modified or amended by this First Amendment, all terms and provisions of the REA shall continue in full force and effect.

2.3 No Rights in Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Retail Parcel or the Revised Adjacent Parcel to or for the benefit of the general public or for any public purpose whatsoever. The easements granted are for the exclusive benefit of the Owners of the Retail Parcel and the Revised Adjacent Parcel, and not for the benefit of any

third persons, and this First Amendment shall not be deemed to have conferred any rights upon any third person.

2.4 Attorneys' Fees. If the Owner of either the Retail Parcel or the Revised Adjacent Parcel shall institute any action or proceeding, against the other Owner, including any arbitration proceedings, relating to the provisions of this Agreement or any default or alleged default hereunder, then the unsuccessful Owner in such action or proceeding shall reimburse the successful Owner therein for the reasonable costs (including court costs and reasonable attorneys' and experts' fees) incurred herein by such successful Owner.

2.5 Assignment. The rights, powers, and obligations conferred upon parties to this Agreement shall not at any time be transferred or assigned except through a transfer of such parties' interest in all or a portion of the Retail Parcel or the Revised Adjacent Parcel, as appropriate. This First Amendment shall bind and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of MBK and CASINO, and both the burden and benefit of all of the covenants and obligations set forth in this Agreement with respect to the Retail Parcel and the Revised Adjacent Parcel are intended to and shall run with the land.


2.6 Counterparts. This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which, when taken together, shall constitute one (1) agreement.

IN WITNESS WHEREOF, this First Amendment has been executed on the date first written above.

"MBK"

MBK RIVERSIDE MARKETPLACE PARTNERS,
LTD., a California limited partnership, formerly
known as Birtcher Riverside Marketplace Partners,
Ltd.

By: MBK RIVERSIDE MARKETPLACE, INC., a
California corporation, formerly known as
MBK Riverside Marketplace, Inc.

By: 

Michael H. Voss
Its: President

[Signatures Continued on Next Page]

"CASINO"

CASINO REALTY, INC., a California
corporation

By: *Janet A. Orenstein*
Assistant Secretary

By: *Mary McMahon*
Mary McMahon,
Vice President

MBK/MBK Riverside Marketpic/Documents/First Amen. to Easement Agr

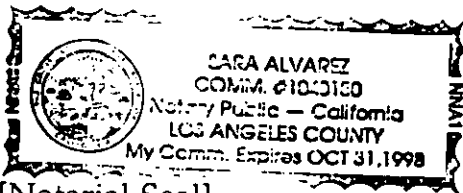
APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On 9/27/96, 1996, before me, the undersigned, a notary public, personally appeared Jane A. Orenstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Notarial Seal]

Sara Alvarez
Notary Public

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 1996, before me, the undersigned, a notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

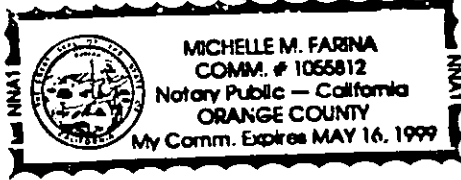
Notary Public

[Notarial Seal]

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On 10-2, 1996, before me, the undersigned, a notary public, personally appeared Michael H. Voss, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Michelle M. Farina
Notary Public

[Notarial Seal]

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 1996, before me, the undersigned, a notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

[Notarial Seal]

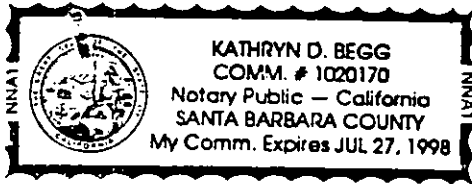
State of California

County of Santa Barbara

On September 23, 1996 before me, Kathryn D. Begg, Notary Public**
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Mary McMahon***
NAME(S) OF SIGNER(S)

personally known to me - ~~OR~~ ~~proved to me on the basis of satisfactory evidence~~
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kathryn D. Begg
SIGNATURE OF NOTARY
Kathryn D. Begg

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- Vice President TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

First Amendment To Reciprocal Access
TITLE OR TYPE OF DOCUMENT
and Parking Easement Agreement

8
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Casino Realty, Inc.

MBK, OfficeMax, Inc. & Smart & Final
SIGNER(S) OTHER THAN NAMED ABOVE

APPROVAL AND SUBORDINATION

The undersigned is currently the tenant pursuant to the terms of that certain Lease dated April 9, 1996 between MBK Riverside Marketplace Partners, Ltd., a California limited partnership, and OfficeMax, Inc., an Ohio corporation. The undersigned hereby expressly subordinates the Lease and its interest as tenant thereunder and agrees to be bound by the terms of the foregoing First Amendment.

OfficeMax, Inc., an Ohio corporation

By: _____

Its: _____

By: _____

Its: _____

The undersigned is currently the tenant pursuant to the terms of that certain Lease dated November 24, 1992 between Casino Realty Inc., a California corporation and Smart and Final Stores Corporation, a California corporation. The undersigned hereby expressly subordinates the Lease and its interest as tenant thereunder and agrees to be bound by the terms of the foregoing First Amendment.

Smart and Final Stores Corporation,
a California corporation

By: _____

Donald G. Alvarado

Its Senior Vice President, Law and Development

By: _____

William S. Magruder

Its Vice President, Operations and
Customer Relations

State of California
County of Los Angeles

On 9/30/96 before me, SARA ALVAREZ Notary Public
(DATE) (NAME/TITLE OF OFFICER—i.e., "JANE DOE, NOTARY PUBLIC")

personally appeared Donaldo G. Alvarado
(NAME(S) OF SIGNER(S))

And William S. Maerudon

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

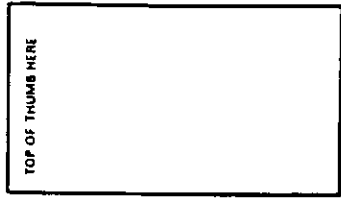


Witness my hand and official seal.

(SEAL)

Sara Alvarez
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)
 INDIVIDUAL(S)
 CORPORATE

OFFICER(S) _____ (TITLE)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



EXHIBIT A

PARCEL 1

Those portions of Parcels 15 and 16 of Parcel Map 26301, as shown by Parcel Map on file in Book 176 of Parcel Maps, at Pages 72 through 81, Records of Riverside County, California, more particularly described as follows:

Beginning at the most Northerly corner of said Parcel 15, as shown on said Parcel Map, said point also lying in the Southeasterly right-of-way of Vine Street, 33 feet wide, as said street is shown on said Parcel Map;

Thence South $61^{\circ} 06' 54''$ East along the Northeast line of said Parcel 15, a distance of 94.00 feet;

Thence continuing along the said Northeast line of said Parcel 15, South $16^{\circ} 33' 17''$ East, a distance of 58.43 feet;

Thence continuing along the said Northeast line of said Parcel 15, South $61^{\circ} 06' 54''$ East, a distance of 174.00 feet to the most northeasterly corner of said Parcel 15;

Thence South $28^{\circ} 52' 07''$ West, along the Southeasterly line of said Parcel 15, a distance of 18.87 feet;

Thence continuing along the said Southeasterly line of said Parcel 15, South $3^{\circ} 42' 29''$ East, a distance of 40.86 feet;

Thence continuing along the said Southeasterly line of said Parcel 15 and along the Southeasterly line of said Parcel 16, South $28^{\circ} 52' 07''$ West, a distance of 277.30 feet to a point therein;

Thence North $61^{\circ} 08' 56''$ West, a distance of 207.01 feet;

Thence North $28^{\circ} 51' 04''$ East, a distance of 67.18 feet;

Thence North $61^{\circ} 08' 56''$ West, a distance of 88.00 feet;

Thence North $28^{\circ} 51' 04''$ East, a distance of 17.00 feet;

Thence North $61^{\circ} 08' 56''$ West, a distance of 36.52 feet to a point in the Northwesterly line of said Parcel 15, said point also lying on the Southeasterly right-of-way of said Vine Street, 33 feet wide;

EXHIBIT A

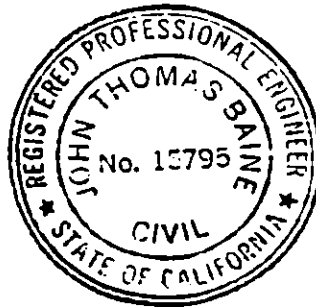
PARCEL 1

Thence North 28° 50' 42" East along the Northwesterly line of said Parcel 15, and along the Southeasterly right-of-way of said Vine Street, a distance of 86.76 feet to a point therein;

Thence continuing North 28° 51' 34" East, along the Northwesterly line of said Parcel 15 and along the said Southeasterly right-of-way of said Vine Street, a distance of 200.84 to the point of beginning.

Contains 2.401 acres, more or less.

J. Thomas Baine
RCE NO. 15795
Expires 6-30-97



DESCRIPTION: APPROVAL 7/14/96
M.S. B... by *W...*
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT A

PARCEL 2

Those portions of Parcel 16 of Parcel Map 26301, as shown by Parcel Map on file in Book 176 of Parcel Maps, at Pages 72 through 81, Records of Riverside County, California, more particularly described as follows:

Beginning at the most Westerly corner of said Parcel 16, as shown on said Parcel Map, said point also lying in the Southeasterly right-of-way of Vine Street, 33 feet wide, as said street is shown on said Parcel Map;

Thence North $28^{\circ} 50' 42''$ East along the Northwest line of said Parcel 16, and along the Southeast right-of-way of said Vine Street, a distance of 178.94 feet to a point therein;

Thence South $61^{\circ} 08' 56''$ East, a distance of 36.52 feet;

Thence South $28^{\circ} 51' 04''$ West, a distance of 17.00 feet;

Thence South $61^{\circ} 08' 56''$ East, a distance of 88.00 feet;

Thence South $28^{\circ} 51' 04''$ West, a distance of 67.18 feet;

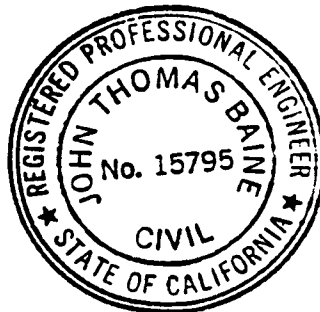
Thence South $61^{\circ} 08' 56''$ East, a distance of 207.01 feet to a point the Southeast line of said Parcel 16;

Thence South $28^{\circ} 52' 07''$ West, along the Southeast line of said Parcel 16, a distance of 94.95 feet to the end thereof;

Thence North $61^{\circ} 06' 54''$ West, along the Southwest line of said Parcel 16, a distance of 331.48 feet to the point of beginning;

Contains 0.928 acres, more or less.

J. Thomas Baine
RCE NO. 15795
Expires 6-30-97



DESCRIPTION APPROVAL 211019C
Carl S. B... by *LF*
SURVEYOR, CITY OF RIVERSIDE

MIDDLEVIEW AVENUE
 IN THE CITY OF RIVERSIDE
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

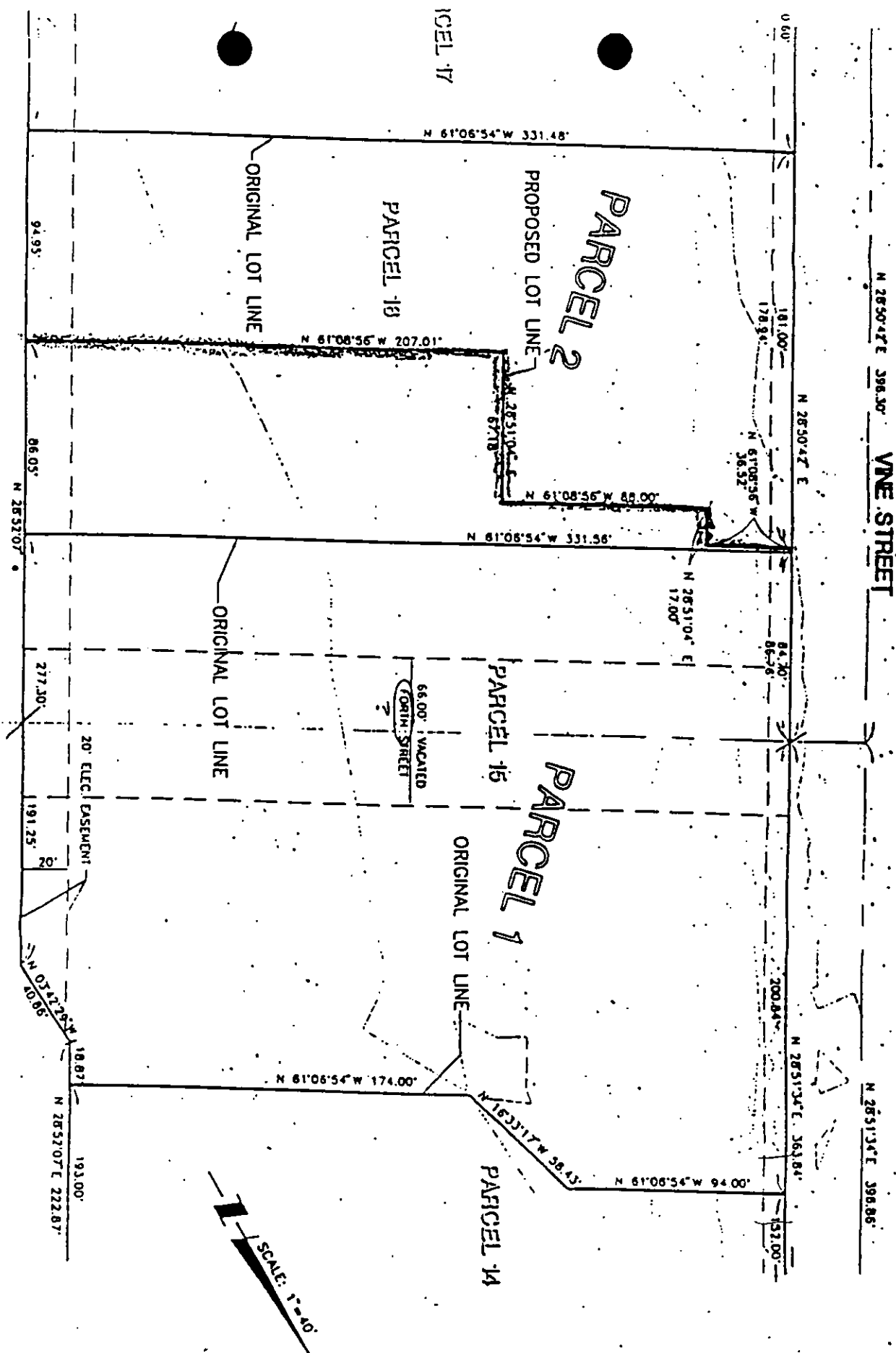


EXHIBIT A