File 35
CTIC

SPECIAL WARRANTY DEED

FROM: Rochford Realty and Construction Co., Inc., a Tennessee corporation
Grantor

TO: Regency Centers, L.P., a Delaware limited partnership,
Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Numbers
Regency Centers, L.P. Attention: Vice President: Investment Services Suite 200 121 West Forsyth Street Jacksonville, FL 32202	Same	86-0-336

Instr:200008100079583 Page: 1 OF 6
REC'D FOR REC 08/10/2000 4:03:30PM
RECORD FEE: $27.00
M. TAX: $0.00 T. TAX: $5268.80

STATE OF FLORIDA)
COUNTY OF Duval)

The actual consideration or value, whichever is greater, for this transfer is One Million Four Hundred Twenty Four Thousand and No/Dollars ($1,424,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 1 day of August, 2000.

Dasha K. Brown
MY COMMISSION # CC783111 EXPIRES
October 14, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public

My Commission Expires:_____

FOR AND IN CONSIDERATION OF the sum of One Million Four Hundred Twenty Four Thousand and No/Dollars ($1,424,000.00), the receipt and sufficiency of which are hereby acknowledged, ROCHFORD REALTY AND CONSTRUCTION CO.,

INC., a Tennessee corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto REGENCY CENTERS, L.P., a Delaware limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property located near the intersection of Old Hickory Boulevard and Andrew Jackson Parkway.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor covenants and binds Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B

Witness my hand as of August 18th, 2000.

ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation

By: _____

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Lillian Franck, a Notary Public of said County and State, personally appeared John T. Rochford, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation, the within named bargainor, and that he as such officer of said corporation executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 8th day of August, 2000

Lillian Franck
Notary Public

My Commission Expires: 9-28-02



EXHIBIT A

Property Description

Land in Davidson County, Tennessee, being Lot No. 1-D on the Resubdivision of Lot 1A, Northlake Village, as of record in Book 9700, page 35, being recorded in the Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more particular description.

Being part of the same property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, by deed from Northlake Village, L.P., a Tennessee limited partnership, of record in Book 11522, page 69, recorded in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for the year 2000, a lien, but not yet due and payable, which have been prorated and will be paid by Grantee.

2. Terms of Lease dated August 10, 1987, by and between TennSouth Properties, Ltd., as Landlord and M & H Food Companies, Inc. as tenant, a memorandum of which is recorded in Book 7327, page 979; amended in Book 7591, page 408, and Book 7667, page 679; assigned and assumed by Kroger Co., Inc. of record in Book 10082, page 118, in the Register's Office of Davidson County, Tennessee.

3. Terms of Lease dated February 19, 1988, by and between TennSouth Properties, Ltd., as Landlord, and Hook-SupeRX, Inc., as tenant, a memorandum of which is of record in Book 7572, page 986, said Register's Office.

4. Terms of Lease dated May 22, 1991, by and between Northlake Village, L.P., as landlord, and Frank's Nurseries, Inc., as tenant, a memorandum of which is of record in Book 8531, page 352, said Register's Office.

5. Terms of Lease dated November 18, 1998, evidenced by Short Form Lease between West Marine Products, Inc., a Northlake Village L.P., recorded in Book 11522, page 59, said Register's Office.

6. Terms of Lease dated May 5, 1999, evidenced by Memorandum of Lease between PetCo. Animal Supplies, Inc., and Northlake Village, L.P., recorded in Book 11522, page 66, said Register's Office.

7. Rights of tenants in possession under unrecorded Tenant Leases described in the Assignment and Assumption Agreement of even date herewith between Grantor and Grantee.

8. Terms and conditions of Reciprocal Easement Agreement with covenants of record in Book 9811, page 397, as corrected in Book 10199, page 901, said Register's Office.

9. Terms and conditions of Reciprocal Easement Agreement with Covenants between Northlake Village, L.P., and Rochford Realty and Construction Co., Inc., recorded in Book 11522, page 76, said Register's Office.

10. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions of record in Book 7671, page 959, said Register's Office.

11. Subject to all matters shown on the Plan of record in Book 7900, page 29, as amended in Book 8403, page 255, and Book 9700, page 35, Register's Office for Davidson County, Tennessee.

12. Reciprocal Easements and Restrictions Agreement of record in Book 9520, page 70, as amended in Book 10123, page 924, and Consent to First Amendment in Book 10123, page 929, said Register's Office.

13. Terms, provisions, covenants and restrictions contained in the Special Warranty Deed of record in Book 11522, page 69, said Register's Office.

14. All matters shown on Survey of Crawford Land Surveyors, P.C., dated 1/7/2000, last revised 7/18/2000.