

CITY OF WOODSTOCK

Conditional Use Permit Application

Important Notes:

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
3. Please contact the Zoning Administrator at 770.592.6050 ext 1 if you have any questions regarding the application package, the application or the process.

Contact Person: PAUL KHADAVUKA Phone: 770-496-7516

Applicant's Information:

Name: Paul Khadavuka Phone: 770-496-7516
 Address: 2175 Park Lake Drive NE Fax: 770-496-7586
 City, State Zip: Atlanta, GA 30328

Property Owner's Information:

same as above

Name: MCW-RC GA Woodstock Crossing, LLC
 Address: 3715 Northside Pkwy, Northcreek 400 Phone: 404-575-3200
 City, State Zip: Atlanta, GA 30328 Suite 400 Fax: 404-869-7531

Property Information:

Location: 12050 Hwy 92
 Parcel Identification Number(s) (PIN): 15-N18 165 Total Acreage: 7.3873
 Zoning Classification: G-C with Parkway overlay
 Conditional Use Request: 7 mPD Fuel Center

OFFICE USE ONLY	HEARING SCHEDULE:
Case: <u>CUP # 013-13</u>	Planning Commission: <u>9.5.13 @ 7pm</u>
Fee Paid: <u>300.00</u>	City Council: <u>9.23.13 @ 7pm</u>
Date: <u>7.25.13</u>	Other: <u>DPC 8.7.13 @ 2pm</u>

Authorization:

Upon receipt of the completed application package, the Zoning Administrator shall notify the applicant of scheduled dates, times and locations of required meetings and public hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the request may be delayed or postponed at the discretion of the Zoning Administrator.

This form is to be executed under oath. I, Paul Xhajanka, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Conditional Use Permit is true and correct and contains no misleading information.

This 25th day of July, 2013.

Signed: [Signature]

Sworn to and Subscribed before me this: 25 day of July, 2013.

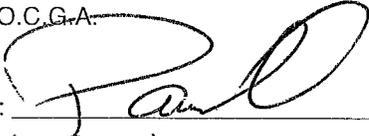
Notary Signature: Tamika N. Naylor

(Notary Seal) **Tamika N. Naylor
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2016**

Tamika M. Taylor
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2018

Conflict of Interest Certification

The undersigned below, making application for a zone change has complied with O.C.G.A § 36-67A, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided. Title 36 relates to the disclosure of financial interests, campaign contributions and penalties for violating O.C.G.A.

Signature of Applicant:  Date: 7/25/13

Print Name: Paul Khajanka

Signature of Applicant's Attorney: N/A Date: _____

Print Name: _____

Sworn to and Subscribed before me this: 25 day of July, 2013.

Notary Signature: Tamika N. Naylor

(Notary Seal) **Tamika N. Naylor
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2016**

Tamika N. Naylor
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2018

Disclosure Statement

Nothing in Chapter 36 of O.C.G.A. shall be construed to prohibit a local government official from voting on a zoning decision when the local government is adopting a zoning ordinance for the first time or when a local government is voting upon a revision of the zoning ordinance initiated by the local government pursuant to a comprehensive plan as defined in Chapter 70 of this title.

No, I have not made any campaign contribution to City Officials voting on this application exceeding \$250 in the past two (2) years.

Yes, I have made campaign contributions to City Officials voting on this application exceeding \$250 in the past two (2) years.

To Whom: _____
Value: _____
Date: _____

Signature of Applicant: Paul Date: 7/25/13
Print Name: Paul Khajanka

Sworn to and Subscribed before me this: 25 day of July, 20 13.

Notary Signature: Tamika N. Naylor

(Notary Seal) **Tamika N. Naylor
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2016**

Tamara N. Naylon
Notary Public, Clayton County, Georgia
My Commission Expires January 24, 2018

Authorization of Property Owner

I, Andre Koleszar, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; that he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for a Conditional Use Permit for the purposes named in the application.

I hereby authorize the staff of the City of Woodstock to inspect the premises which are subject of this application.

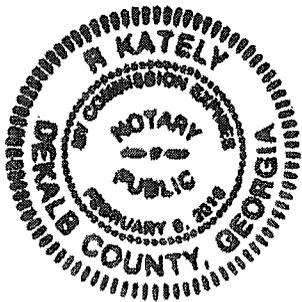
Applicant's Information:

Name: Paul Xhajanka
Address: 2175 Parklake Drive NE Phone: 770-496-7516
City, State Zip: Atlanta, GA 30345 Fax: 770-496-7586

Signature of Owner:  Date: 7/25/13
Print Name: ANDRE M. KOLESZAR
Vice President - Regional Officer

Sworn to and Subscribed before me this: 25th day of July, 20 13.
Notary Signature: 

(Notary Seal)



Property Tax Verification

The undersigned is authorized to make this application. The undersigned certifies that all City of Woodstock and Cherokee County property taxes billed to this date for the parcel listed below have been paid in full to the tax officials of the City of Woodstock and Cherokee County. In no case shall an application or reapplication for a zoning action be processed without such property verification.

NOTE: A separate verification form must be completed for each tax parcel included in the request.

Tax Parcel Number: 15N18 165

Signature of Applicant: 

Date: 7/25/13

Print Name: Paul Khajanka

<p>TAX OFFICE USE ONLY:</p> <p>Payment of all property taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below:</p> <p>Signature of Tax Official: _____ Date: _____</p>

RECEIVED JUL 29 2013

Filed in 10/5/2004 8:41:00 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 7412 Page 210 - 214, Anne M. Reneau #1



PAGE
Anne M. Reneau

After recording return to: 41330

1/3
18

Piedmont Title Insurance Agency, Inc.
150 East Ponce de Leon Avenue
Suite 330
Decatur, Georgia 30030

CHEROKEE COUNTY, GA
REAL ESTATE TRANSFER TAX
PAID 4535.20
DATE 10/5/04
Anne M. Reneau
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED
(Woodstock Crossing)

THIS INDENTURE, made effective as of this 1st day of October, 2004, by and between WOODSTOCK CROSSING ASSOCIATES, L.P., a Georgia limited partnership (hereinafter referred to as the "Grantor"), and MCW-RC GA-WOODSTOCK CROSSING, LLC, a Delaware limited liability company with an address of 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 (hereinafter referred to as the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of that certain tract or parcel of land lying and being in Cherokee County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

The Property is conveyed subject to those matters set forth on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

AND THE SAID Grantor shall warrant and forever defend the right and title to said Property unto the Grantee against the lawful claims of all persons claiming by, through or under Grantor, subject only to the matters set forth on Exhibit B attached hereto.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Limited Warranty Deed the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Amy K. Wall
Unofficial Witness

Jean Wilson Mitchell
Notary Public

My Commission Expires



Woodstock Crossing Associates, L.P., a
Georgia limited partnership

By: Branch Investment Partners, L.P.,
General Partner

By: Branch Investment Group, Inc.,
General Partner

By: Richard H. Lee
Richard H. Lee, President



EXHIBIT "A"

WOODSTOCK CROSSING

All that tract or parcel of land lying and being in Land Lot 1173 of the 15th District, 2nd Section of Cherokee County, Georgia, being in the City of Woodstock, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the southeastern end of a mitre of the intersection of the southern right-of-way line of State Route 92 (also known as Old Alabama Road, and having a variable right-of-way width) with the western right-of-way line of Trickum Road (having a variable right-of-way width), said point being 48.91 feet from the centerline of the pavement of Trickum Road; run thence southeasterly along the western right-of-way line of Trickum Road, and following the curvature thereof, a distance of 128.99 feet to a point being the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, run thence southeasterly along the western right-of-way line of Trickum Road along the arc of an 11,509.16-foot-radius curve an arc distance of 278.43 feet to a point (said arc being subtended by a chord that lies to the west of said arc and that has a bearing of south $01^{\circ}36'05''$ east and a length of 278.42 feet); thence leaving said right-of-way line, run north $84^{\circ}40'46''$ west a distance of 190.51 feet to a point; thence south $11^{\circ}35'30''$ west a distance of 131.39 feet to an iron pin found; thence north $85^{\circ}18'09''$ west a distance of 436.07 feet to an iron pin found; thence north $01^{\circ}00'49''$ west a distance of 44.45 feet to an iron pin found; thence north $01^{\circ}00'49''$ west a distance of 335.96 feet to a point; thence north $02^{\circ}58'27''$ west a distance of 186.78 feet to a point; thence south $85^{\circ}24'22''$ east a distance of 7.27 feet to an iron pin found; thence north $37^{\circ}56'43''$ east a distance of 36.06 feet to an iron pin set on the southern right-of-way line of State Route 92; thence south $85^{\circ}44'41''$ east along said right-of-way line a distance of 559.95 feet to a point; thence leaving said right-of-way line, run south $04^{\circ}41'51''$ west a distance of 192.41 feet to a point; thence south $85^{\circ}18'09''$ east a distance of 203.32 feet to a point on the western right-of-way line of Trickum Road, being the TRUE POINT OF BEGINNING.

The above-described property contains 7.3873 acres and is shown on and described according to that certain as-built survey prepared for Woodstock Crossing Associates, L.P., Principal Mutual Life Insurance Company and Chicago Title Insurance Company by Morris L. Smith & Associates, Inc., Russell L. Shreve, Jr., Georgia Registered Land Surveyor No. 2157, dated June 17, 1994, and last revised May 17, 1995, which certain survey is incorporated herein by this reference and made a part of this description.

EXHIBIT "B"

Permitted Exceptions

1. All taxes for the year 2004 and subsequent years, not yet due and payable.
2. Easements contained in Right-of-Way Deed from Woodstock Group, L.P. to Department of Transportation dated March 25, 1994, recorded in Deed Book 1781, page 138, Cherokee County, Georgia, Records.
3. Lease from Woodstock Group, L.P., a Georgia limited partnership to The Kroger Co., an Ohio corporation, dated as of March 25, 1993, recorded in Deed Book 1519, page 120, aforesaid records.
4. Grant of Easement from Woodstock Group, L.P. to City of Woodstock, dated June 16, 1993, recorded in Deed Book 1645, page 205, aforesaid records.
5. Rights of tenants, as tenants only, in possession of subject property.
6. Easements contained in Warranty Deed between Woodstock Group, L.P. and Ho-Go Corporation, dated March 30, 1995, recorded in Deed Book 2068, page 213, aforesaid records.
7. Sanitary Sewer Easement Agreement from Woodstock Crossing Associates, L.P. and Trickum Road Limited Partnership, undated, filed for record May 7, 1999, recorded in Deed Book 3636, page 43, aforesaid records.
8. Deed to Secure Debt and Security Agreement between Woodstock Crossing Associates, L.P., a Georgia limited partnership, and Principal Mutual Life Insurance Company, dated as of May 19, 1995, recorded in Deed Book 2091, page 136, aforesaid records; as assigned by Woodstock Crossing Associates, L.P. to MCW-RC GA-Woodstock Crossing, LLC by Consent to Transfer of Property and Assumption of Secured Promissory Note, Deed to Secure Debt and Security Agreement, Loan Agreement, and Assignment of Leases and Rents, dated October 1, 2004, recorded in Deed Book _____, page _____, aforesaid records.
9. Assignment of Lessor's Interest in Leases between Woodstock Crossing Associates, L.P., a Georgia limited partnership, and Principal Mutual Life Insurance Company, dated as of May 19, 1995, recorded in Deed Book 2091, page 172, aforesaid records; as assigned by Woodstock Crossing Associates, L.P. to MCW-RC GA-Woodstock Crossing, LLC by Consent to Transfer of Property and Assumption of Secured Promissory Note, Deed to Secure Debt and Security Agreement, Loan Agreement, and Assignment of Leases and Rents, dated October 1, 2004, recorded in Deed Book _____, page _____, aforesaid records.
10. UCC-2 Notice Filing for UCC Real Estate Related Collateral between Woodstock Crossing Associates, L.P., a Georgia limited partnership, and Principal Mutual Life Insurance Company, filed for record May 23, 1995, recorded in Deed Book 2091, page 210, aforesaid records; as assigned by Woodstock Crossing Associates, L.P. to MCW-RC GA-Woodstock Crossing, LLC by UCC Amendment, filed for record October 1, 2004, recorded in Deed Book _____, page _____, aforesaid records.
11. UCC Financing Statement No. 028-95-001485 between Woodstock Crossing Associates, L.P., a Georgia limited partnership, and Principal Mutual Life Insurance Company, filed for record May 23, 1995, at 3:15 o'clock p.m., in the State of Georgia central UCC Financing Statement filing records; as assigned by Woodstock Crossing Associates, L.P. to MCW-RC GA-Woodstock Crossing, LLC by UCC Amendment No. _____,

EXHIBIT "B"

Permitted Exceptions

- filed for record October 1, 2004, recorded in Deed Book _____, page _____, aforesaid records.
12. Subordination, Non-Disturbance and Attornment Agreement among The Kroger Co., Woodstock Crossing Associates, L.P. and Principal Mutual Life Insurance Company, dated as of May 19, 1995, recorded in Deed Book 2138, page 304, aforesaid record;
 13. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Scott Williams d/b/a Best Quality Cleaners, dated as of April 24, 1995, recorded in Deed Book 2091, page 225, aforesaid record;
 14. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Ms. Sheila Holliday d/b/a State Farm Insurance, dated as of April 24, 1995, recorded in Deed Book 2091, page 240, aforesaid record;
 15. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Pizza Hut of America, Inc., dated as of May 18, 1995;
 16. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Mail & More, Inc., dated as of May 18, 1995;
 17. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Dixie Clippers, dated as of May 15, 1995, recorded in Deed Book 2091, page 215, aforesaid record;
 18. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and R.S. Barber, undated, filed for record May 23, 1995, recorded in Deed Book 2091, page 235, aforesaid record;
 19. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Mike Boyd d/b/a Herbalife Weightloss Center, dated as of April 27, 1995, recorded in Deed Book 2091, page 220, aforesaid record;
 20. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Turcotte, Inc. d/b/a Northern Exposure, dated as of April 25, 1995, recorded in Deed Book 2091, page 245, aforesaid record;
 21. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and John and Marilyn De Leon d/b/a Delmar Treasures, dated as of April 24, 1995, recorded in Deed Book 2091, page 230, aforesaid record; and
 22. Subordination, Non-Disturbance and Attornment Agreement among Principal Mutual Life Insurance Company, Woodstock Crossing Associates, L.P. and Mail & More, Inc., dated as of April 21, 1995, recorded in Deed Book 2325, page 37, aforesaid record.
 23. Easements, encroachments, overlaps, boundary line disputes, or any other matters which would be disclosed by a current accurate survey and inspection of subject property.

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS NAME Woodstock Crossing Associates, L.P.				Exempt Code If no exempt code enter NONE NONE	
MAILING ADDRESS (STREET & NUMBER) 400 Colony Square Suite 1630				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$7,407,282.00	
CITY, STATE, ZIP CODE Atlanta, GA 30361		DATE OF SALE 10/1/2004		1A. Estimated fair market value of Real and Personal property \$0.00	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only \$0.00	
BUYER'S BUSINESS NAME MCW-RC GA-Woodstock Crossing, LLC				3. Amount of liens and encumbrances not removed by transfer \$2,872,166.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 121 West Forsyth Street Suite 200				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$4,535,116.00	
CITY, STATE, ZIP CODE Jacksonville, FL 32202		Check Buyers Intended Use () Residential (X) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$4,535.20	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 15N18 Parcel 165	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 15	ACRES 7.3873	LAND LOT 1173	SUB LOT & BLOCK 2nd Section
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK		DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

None

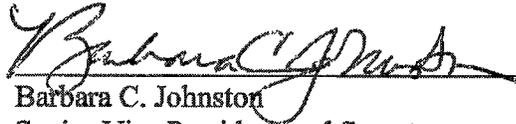
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REGENCY CENTERS CORPORATION**Secretary's Certificate
Relating to Regency Centers, L.P.**

The undersigned, Barbara C. Johnston, the duly appointed Senior Vice President and Secretary of Regency Centers Corporation ("Regency"), hereby certifies as follows:

1. Regency is the sole general partner of Regency Centers, L.P., a Delaware limited partnership (the "Partnership").
2. As of the date hereof the officers listed on Exhibit A attached (the "Authorized Officers") hereto have been duly elected to the offices of Regency set forth beside their respective names, with authority to act on behalf of Regency for itself and in its capacity as general partner of the Partnership.
3. Attached hereto as Exhibit B is a true, complete and correct copy of resolutions of the Board of Directors of Regency evidencing the authority of the Authorized Officers to act on behalf of Regency, for itself and as general partner of the Partnership, and such resolutions have not been amended, rescinded or modified and remain in full force and effect.

IN WITNESS WHEREOF, I have signed this Secretary's Certificate and set the seal of the Corporation as of July 31, 2013.


Barbara C. Johnston
Senior Vice President and Secretary

**REGENCY CENTERS CORPORATION
OFFICERS**

<u>Full Name</u>	<u>Title</u>
Argalas, Barry E.	SVP - Natl. Acquisitions/Disp.
Booth, Matthew J.	V. P. - Regional Officer
Brackenridge, William S.	V. P. - Transactions
Brettingen, Anne	V. P. - Financial Services
Chandler, Dan M.	Managing Director
Clark, Laura E.	V. P. - Financial Services
Conway, Patrick N.	V. P. - Regional Officer
Corini, David D.	V. P. - Investments
Damrath, William J.	V. P. - Regional Officer
Delatour, John S.	Managing Director
Devereaux, Terah L.	V. P. - REA and SEC Reporting
Fleming, Tom K.	V. P. - Investments
Hayes, John P.	V. P. - Project Management
Hofheimer, Norman A.	Sr. V.P. - Retailer Services
Hricko, John R.	V. P. - Regional Officer
Johnson, Patrick M.	V. P. - Capital Markets/JVs
Johnston, Barbara C.	Sr. V.P. - General Counsel
Johnston, Dale S.	V. P. - CIO
Kantor, Whitney B.	V. P. - Marketing/Mkt Research
Kennedy, Ernest F.	V. P. - Investments
Kinsella, Michael R.	SVP - Sr. Market Officer
Knoedler, Peter J.	Sr. V.P. - Investments
Koleszar, Andre N.	V. P. - Regional Officer
Krejs, Patrick P.	SVP - Sr. Market Officer
Leavitt, J C.	SVP - Finance and Treasurer
Leftwich, Snowden M.	SVP - Sr. Market Officer
Mas, Michael J.	Sr. V.P. - Capital Markets
Maxwell, Paul C.	V. P. - Regional Officer
McNulty, David A.	V. P. - Financial Services
Mehigan, John T.	V. P. - Investments
Miller, Kathy D.	SVP - Financial Svcs and Tax
Neel, Shana R.	V. P. - Financial Services
Overton, Howard E.	V. P. - Transactions
Pacetti, David A.	V. P. - Investments
Palmer, Lisa	Executive Vice President/CFO
Paul, Thomas C.	V. P. - Internal Audit
Paulk, Celia R.	V. P. - Corporate Accounting
Peternell, Mark A.	V. P. - Sustainability
Pharr, John H.	SVP - Sr. Market Officer
Porter, Scott M.	V. P. - Acquisitions/Disp
Prigge, Scott R.	Sr. V.P. - Natl. Property Ops
Ramey, H C.	SVP - Sr. Market Officer
Roth, Alan T.	SVP - Sr. Market Officer

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8.2.13

Exhibit A

Sadowsky, Gregg R.	SVP - Sr. Market Officer
Shaffer, Douglas W.	SVP - Sr. Market Officer
Simmons, Theodore C.	Sr. V.P. - People Services
Smith, Brian M.	President/ COO
Spooner, Joshua J.	V. P. - Investments
Stein, Martin E.	Chairman / CEO
Sutphin, Richard W.	V. P. - Regional Officer
Thompson, James D.	Managing Director
Wibbenmeyer, Nicholas A.	V. P. - Regional Officer
Widmayer, Christopher A.	V. P. - Investments
Wilson, Scott L.	V. P. - Project Management
Bell, Ernst A.	Assistant Secretary
Waidner, Stephanie J.	Assistant Secretary

REGENCY CENTERS CORPORATION

Resolutions of the Board of Directors

WHEREAS, the Corporation is the sole general partner of Regency Centers, L.P., a Delaware limited partnership (the "Partnership");

WHEREAS, the Partnership is engaged, in its own right and through various subsidiaries and partnerships in the business of acquiring, developing owning and operating grocery anchored shopping centers and, in connection with the day-to-day conduct of its business, is required from time to time to execute and deliver certificates, deeds, mortgages, contracts, leases, reports and other instruments;

IT IS THEREFORE

RESOLVED, that the President, any Vice President or any Assistant Vice President is hereby authorized to execute and deliver, on behalf of the Corporation, for itself and as general partner of the Partnership, for itself and on behalf of its subsidiaries or affiliated partnerships, any certificates, deeds, mortgages, contracts, leases, reports and other instruments as may be required in the day-to-day conduct of the Partnership's business and the execution of any instrument by the Corporation, for itself and as general partner of the Partnership, for itself and on behalf of its subsidiaries or affiliated partnerships, by any of the foregoing officers shall be conclusive evidence, as to third parties, of his or her authority to act on behalf of the Corporation, for itself and as general partner of the Partnership, for itself and as general partner of any affiliated partnership.

REGENCY CENTERS CORPORATION**Secretary's Certificate****(Woodstock Crossing)**

The undersigned, Ernst A. Bell, the duly appointed Assistant Secretary of Regency Centers Corporation ("Regency"), hereby certifies as follows:

1. Regency is the sole general partner of Regency Centers, L.P., a Delaware limited partnership ("RCLP").

2. Pursuant to that Property Management Agreement dated January 14, 2009 (as amended from time to time, the "Management Agreement"), by and among Macquarie CountryWide (US) Corporation ("MCW"), certain subsidiaries of MCW (the "Subsidiaries") and RCLP, RCLP has been engaged as Property Manager of certain properties owned by MCW or the Subsidiaries, including that retail shopping center owned by MCW-RC GA-Woodstock Crossing, LLC ("Owner") known as Woodstock Crossing located in Woodstock, Georgia.

3. Under the terms of the Management Agreement, RCLP is authorized to sign leases and other related documents as Agent for Owner.

4. As of the date hereof, Andre N. Koleszar is a duly elected and qualified Vice President of Regency with authority to execute documents on behalf of Regency, acting for itself and in its capacity as general partner of RCLP, acting for itself and as Agent for Owner.

IN WITNESS WHEREOF, I have signed this Secretary's Certificate and set the seal of the Corporation as of August 2, 2013.



Ernst A. Bell
Assistant Secretary