United States
SECURITIES AND EXCHANGE COMMISSION
Washington DC 20549

FORM 10-Q

(Mark One)

[X] For the quarterly period ended March 31, 1999

-or-

[ ]Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from ________ to ________

Commission File Number 1-12298

REGENCY REALTY CORPORATION
(Exact name of registrant as specified in its charter)

Florida	59-3191743
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202
(Address of principal executive offices) (Zip Code)

(904) 356-7000
(Registrant's telephone number, including area code)

Unchanged
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No[ ]

(Applicable only to Corporate Registrants)

As of May 14, 1999, there were 59,538,280 shares outstanding of the Registrant's common stock.

REGENCY REALTY CORPORATION
Consolidated Balance Sheets
March 31, 1999 and December 31, 1998

	1999 (unaudited)	1998
Assets		
Real estate investments, at cost:		
Land	$ 555,764,835	257,669,018
Buildings and improvements	1,780,358,971	925,514,995
Construction in progress - development for investment	36,399,543	15,647,659
Construction in progress - development for sale	65,917,700	20,869,915
	2,438,441,049	1,219,701,587
Less: accumulated depreciation	67,971,411	58,983,738
	2,370,469,638	1,160,717,849
Investments in real estate partnerships	33,579,438	30,630,540
Net real estate investments	2,404,049,076	1,191,348,389
Cash and cash equivalents	32,368,433	19,919,693
Tenant receivables, net of allowance for uncollectible accounts of $1,806,705 and $1,787,686 at March 31, 1999 and December 31, 1998, respectively	26,703,875	16,758,917
Deferred costs, less accumulated amortization of $5,681,919 and $5,295,336 at March 31, 1999 and December 31, 1998	8,849,756	6,872,023
Other assets	4,639,970	5,208,278
	$ 2,476,611,110	1,240,107,300
Liabilities and Stockholders' Equity		
Liabilities:		
Notes payable	546,258,794	430,494,910
Acquisition and development line of credit	441,379,310	117,631,185
Accounts payable and other liabilities	34,562,734	19,936,424
Tenants' security and escrow deposits	6,883,000	3,110,370
Total liabilities	1,029,083,838	571,172,889

Series A preferred units	78,800,000	78,800,000
Exchangeable operating partnership units	45,208,401	27,834,330
Limited partners' interest in consolidated partnerships	11,819,557	11,558,618
Total minority interest	135,827,959	118,192,948
Stockholders' equity:		
Convertible Preferred stock Series 1 and paid in capital $.01 par value per share: 542,532 shares authorized, issued and outstanding; liquidation preference $20.83 per share	12,654,570	-
Convertible Preferred stock Series 2 and paid in capital $.01 par value per share: 1,502,532 shares authorized; 960,000 issued and outstanding; liquidation preference $20.83 per share	22,392,000	-
Common stock $.01 par value per share: 150,000,000 shares authorized; 58,188,005 and 25,488,989 shares issued and outstanding at March 31, 1999 and December 31, 1998	581,880	254,889
Special common stock - 10,000,000 shares authorized: Class B $.01 par value per share, 1,250,000 and 2,500,000 shares issued and outstanding at March 31, 1999 and December 31, 1998	12,500	25,000
Additonal paid in capital	1,307,156,394	578,466,708
Distributions in excess of net income	(19,116,593)	(19,395,744)
Stock loans	(11,981,438)	(8,609,390)
Total stockholders' equity	1,311,699,313	550,741,463
Commitments and contingencies		
	$ 2,476,611,110	1,240,107,300

See accompanying notes to consolidated financial statements.

REGENCY REALTY CORPORATION
Consolidated Statements of Operations
For the Three Months ended March 31, 1999 and 1998
(unaudited)

	1999	1998
Revenues:		
Minimum rent	$ 39,216,255	22,255,149
Percentage rent	410,446	1,103,347
Recoveries from tenants	9,252,840	4,820,730
Management, leasing and brokerage fees	1,789,853	2,728,672
Equity in income of investments in real estate partnerships	741,103	985
Total revenues	51,410,497	30,908,883
Operating expenses:		
Depreciation and amortization	9,411,274	5,456,304
Operating and maintenance	6,994,187	4,116,402
General and administrative	3,787,359	3,433,108
Real estate taxes	4,760,085	2,788,751
Total operating expenses	24,952,905	15,794,565
Interest expense (income):		
Interest expense	10,800,362	5,439,365
Interest income	(466,518)	(335,204)
Net interest expense	10,333,844	5,104,161
Income before minority interests and sale of real estate investments	16,123,748	10,010,157
Gain on sale of real estate investments	-	10,237,419
Income before minority interest	16,123,748	20,247,576
Minority interest of redeemable partnership units	(578,205)	(594,324)
Minority interest of limited partners	(260,939)	(97,149)
Minority interest preferred unit distribution	(1,625,001)	-
Net income	13,659,603	19,556,103
Preferred stock dividends	(204,000)	-
Net income for common stockholders	$ 13,455,603	19,556,103
Net income per common share:		
Basic	$ 0.34	0.74
Diluted	$ 0.34	0.69

See accompanying notes to consolidated financial statements

REGENCY REALTY CORPORATION
Consolidated Statements of Cash Flows
For the Three Months Ended March 31, 1999 and 1998
(unaudited)

	1999	1998
Cash flows from operating activities:		
Net income	$ 13,659,603	19,556,103
Adjustments to reconcile net income to net		
Cash provided by operating activities:		
Depreciation and amortization	9,411,274	5,456,304
Deferred financing cost and debt premium amortization	34,967)	253,320
Stock based compensation	580,911	605,822
Minority interest of redeemable partnership units	578,205	594,324
Minority interest preferred unit distribution	1,625,001	-
Minority interest of limited partners	260,939	97,149
Equity in income of investments in real estate partnerships	(741,103)	(985)
Gain on sale of real estate investments	-	(10,237,419)
Changes in assets and liabilities:		
Tenant receivables	(6,302,962)	(241,667)
Deferred leasing commissions	(586,166)	(371,043)
Other assets	1,763,773	(1,404,247)
Tenants' security deposits	54,713	241,534
Accounts payable and other liabilities	6,437,348	1,575,133
Net cash provided by operating activities	26,706,569	16,124,328
Cash flows from investing activities		
Acquisition and development of real estate	(13,601,894)	(64,610,069)
Acquisition of Pacific, net of cash acquired	(9,046,230)	-
Investment in real estate partnerships	(3,291,401)	-
Capital improvements	(2,608,266)	(1,120,832)
Construction in progress for sale, net of reimbursement	(12,316,835)	(7,164,502)
Proceeds from sale of real estate investments	-	26,734,955
Distributions received from real estate partnership investments	704,474	8,593
Net cash used in investing activities	(40,160,152)	(46,151,855)
Cash flows from financing activities:		
Net proceeds from common stock issuance	28,601	6,769
Distributions to partnership unit holders	(580,402)	(315,102)
Net distributions to limited partners in consolidated partnerships	-	(160,442)
Distributions to preferred unit holders	(1,625,001)	-
Dividends paid to stockholders	(13,176,452)	(12,021,247)
Proceeds from acquisition and development line of credit, net	52,148,125	42,100,000
Proceeds from mortgage loans payable	-	1,774,207
Repayment of mortgage loans payable	(8,915,732)	(643,963)
Deferred financing costs	(1,976,816)	(591,622)
Net cash provided by financing activities	25,902,323	30,148,600
Net increase in cash and cash equivalents	12,448,740	121,073
Cash and cash equivalents at beginning of period	19,919,693	16,586,094
Cash and cash equivalents at end of period	$ 32,368,433	16,707,167

REGENCY REALTY CORPORATION
Consolidated Statements of Cash Flows
For the Three Months Ended March 31, 1999 and 1998
(unaudited)
-continued-

	1999	1998
Supplemental disclosure of cash flow information - cash paid for interest net of capitalized interest of approximately $2,158,000 and $1,064,000 in 1999 and 1998 respectively)	$ 9,334,581	5,154,583
Supplemental disclosure of non-cash transactions:		
Mortgage loans assumed for the acquisition of Pacific and real estate	$ 396,682,000	74,481,885
Redeemable operating partnership units, preferred and common stock issued for the acquisition of Pacific and real estate	$ 775,283,215	31,241,774
Other liabilities assumed to acquire Pacific	$ 13,897,643	-

See accompanying notes to consolidated financial statements.

REGENCY REALTY CORPORATION

Notes to Consolidated Financial Statements

March 31, 1999

1. Summary of Significant Accounting Policies

(a) Organization and Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Regency Realty Corporation, its wholly owned qualified REIT subsidiaries, and its majority owned or controlled subsidiaries and partnerships (the "Company" or "Regency"). All significant intercompany balances and transactions have been eliminated in the consolidated financial statements. The Company owns approximately 97% of the outstanding common units of Regency Centers, L.P., ("RCLP" or the "Partnership") and partnership interests ranging from 51% to 93% in five majority owned real estate partnerships (the "Majority Partnerships"). The equity interests of third parties held in RCLP and the Majority Partnerships are included in the consolidated financial statements as preferred or exchangeable operating partnership units and limited partners' interests in consolidated partnerships. The Company is a qualified real estate investment trust ("REIT") which began operations in 1993.

The Financial Statements reflect all adjustments which are of a normal recurring nature, and in the opinion of management, are necessary to properly state the results of operations and financial position. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted although management believes that the disclosures are adequate to make the information presented not misleading. The Financial Statements should be read in conjunction with the financial statements and notes thereto included in the Company's December 31, 1998 Form 10-K filed with the Securities and Exchange Commission.

(b) Reclassifications

Certain reclassifications have been made to the 1998 amounts to conform to classifications adopted in 1999.

2. Acquisitions

On September 23, 1998, the Company entered into an Agreement of Merger ("Agreement") with Pacific Retail Trust ("Pacific"), a privately held real estate investment trust. The Agreement, among other matters, provided for the merger of Pacific into Regency, and the exchange of each Pacific common or preferred share into 0.48 shares of Regency common or preferred stock. The stockholders approved the merger at a Special Meeting of Stockholders held February 26, 1999. At the time of the merger, Pacific owned 71 retail shopping centers that are operating or under construction containing 8.4 million SF of gross leaseable area. On February 28, 1999, the effective date of the merger, the Company issued equity instruments valued at $770.6 million to the Pacific stockholders in exchange for their outstanding common and preferred shares and units. The total cost to acquire Pacific was approximately $1.157 billion based on the value of Regency shares issued, including the assumption of $379 million of outstanding debt and other liabilities of Pacific, and estimated closing costs of $7.5 million. The price per share used to determine the purchase price was $23.325 based on the five day average of the closing stock price of Regency's common stock as listed on the New York Stock Exchange immediately before, during and after the date the terms of the merger were agreed to and announced to the public. The merger was accounted for as a purchase with the Company as the acquiring entity.

During 1998, the Company acquired 31 shopping centers fee simple for approximately $355.9 million and also invested $28.4 million in 12 joint ventures ("JV Properties"), for a total investment of $384.3 million in 43 shopping centers ("1998 Acquisitions"). Included in the 1998 Acquisitions are 32 shopping centers acquired from various entities comprising the Midland Group ("Midland"). Of the 32 Midland centers, 31 are anchored by Kroger, and 12 are owned through joint ventures in which the Company's ownership interest is 50% or less. The Company's investment in the properties acquired from Midland is $236.6 million at December 31, 1998. During 1999 and 2000, the Company may pay contingent consideration of up to an estimated $23 million, through the issuance of Partnership units and the payment of cash. The amount of such consideration, if issued, will depend on the satisfaction of certain performance criteria relating to the assets acquired from Midland. Transferors who received cash at the initial Midland closing will receive contingent future consideration in cash rather than units. On April 16, 1999, the Company paid $5.2 million related to this contingent consideration.

The operating results of Pacific and the 1998 Acquisitions are included in the Company's consolidated financial statements from the date each property was acquired. The following unaudited pro forma information presents the consolidated results of operations as if Pacific and all 1998 Acquisitions had occurred on January 1, 1998. Such pro forma information reflects adjustments to 1) increase depreciation, interest expense, and general and administrative costs, 2) remove the office buildings sold, and 3) adjust the weighted average common shares, and common equivalent shares outstanding issued to acquire the properties. Pro forma revenues would have been $74.2 and $72.5 million as of March 31, 1999 and 1998, respectively. Pro forma net income for common stockholders would have been $19.9 and $20.2 million as of March 31, 1999 and 1998, respectively. Pro forma basic net income per share would have been $.33 and $.34 as of March 31, 1999 and 1998, respectively. Pro forma diluted net income per share would have been $.33 and $.34, as of March 31, 1999 and 1998, respectively. This data does not purport to be indicative of what would have occurred had Pacific and the 1998 Acquisitions been made on January 1, 1998, or of results which may occur in the future.

3. Segments

The Company was formed, and currently operates, for the purpose of 1) operating and developing Company owned retail shopping centers (Retail segment), and 2) providing services including property management, leasing, brokerage, and construction and development management for third-parties (Service operations segment). The Company had previously operated four office buildings, of which three were sold in the first quarter of 1998 (Office buildings segment). The Company's reportable segments offer different products or services and are managed separately because each requires different strategies and management expertise. There are no material inter-segment sales or transfers.

The Company assesses and measures operating results starting with Net Operating Income for the Retail and Office Buildings segments and Income for the Service operations segment and converts such amounts into a performance measure referred to as Funds From Operations (FFO). The operating results for the individual retail shopping centers have been aggregated since all of the Company's shopping centers exhibit highly similar economic characteristics as neighborhood shopping centers, and offer similar degrees of risk and opportunities for growth. FFO as defined by the National Association of Real Estate Investment Trusts consists of net income (computed in accordance with generally accepted accounting principles) excluding gains (or losses) from debt restructuring and sales of income producing property held for investment, plus depreciation and amortization of real estate, and adjustments for unconsolidated investments in real estate partnerships and joint ventures. The Company considers FFO to be the industry standard for reporting the operations of REITs. Adjustments for investments in real estate partnerships are calculated to reflect FFO on the same basis. While management believes that FFO is the most relevant and widely used measure of the Company's performance, such amount does not represent cash flow from operations as defined by generally accepted accounting principles, should not be considered an alternative to net income as an indicator of the Company's operating performance, and is not indicative of cash available to fund all cash flow needs. Additionally, the Company's calculation of FFO, as provided below, may not be comparable to similarly titled measures of other REITs.

The accounting policies of the segments are the same as those described in note 1. The revenues and FFO for each of the reportable segments are summarized as follows for the periods ended as of March 31, 1999 and 1998.

		1999	1998
Revenues:			
Retail segment	$	49,620,644	27,699,540
Service operations segment		1,789,853	2,728,672
Office buildings segment		-	480,671
Total revenues	$	51,410,497	30,908,883
Funds from Operations:			
Retail segment net operating income	$	37,866,372	20,971,902
Service operations segment income		1,789,853	2,728,672
Office buildings segment net operating income		-	303,156
Adjustments to calculate consolidated FFO:			
Interest expense		(10,800,362)	(5,439,365)
Interest income		466,518	335,204
Earnings from recurring land sales		-	901,853
General and administrative		(3,787,359)	(3,433,108)
Non-real estate depreciation		(175,790)	(133,578)
Minority interests of limited partners		(260,939)	(97,149)
Minority interests in depreciation and amortization		(181,594)	(133,697)
Share of joint venture depreciation And amortization		99,193	20,097
Dividends on preferred units		(1,625,001)	-
Funds from Operations		23,390,891	16,023,987
Reconciliation to net income:			
Real estate related depreciation And amortization		(9,235,484)	(5,322,726)
Minority interests in depreciation And amortization		181,594	133,697
Share of joint venture depreciation And amortization		(99,193)	(20,097)
Earnings from property sales		-	9,335,566
Minority interests of exchangeable Partnership units		(578,205)	(594,324)
Net income	$	13,659,603	19,556,103

Assets by reportable segment as of March 31, 1999 and December 31, 1998 are as follows. Non-segment assets to reconcile to total assets include cash, accounts receivable and deferred financing costs.

Assets (in thousands):		1999	1998
Retail segment	$	2,338,131	1,170,478
Service operations segment		65,918	20,870
Office buildings segment		-	-
Cash and other assets		72,562	48,759
Total assets	$	2,476,611	1,240,107

4. Notes Payable and Acquisition and Development Line of Credit

The Company's outstanding debt at March 31, 1999 and December 31, 1998 consists of the following (in thousands):

		1999	1998
Notes Payable:			
Fixed rate mortgage loans	$	400,308	298,148
Variable rate mortgage loans		24,773	11,051
Fixed rate unsecured loans		121,178	121,296
Total notes payable		546,259	430,495
Acquisition and development line of credit		441,379	117,631
Total	$	987,638	548,126

During February, 1999, the Company modified the terms of its unsecured line of credit (the "Line") by increasing the commitment to $635 million. This credit agreement also provides for a competitive bid facility of up to $250 million of the commitment amount. Maximum availability under the Line is based on the discounted value of a pool of eligible unencumbered assets (determined on the basis of capitalized net operating income) less the amount of the Company's outstanding unsecured liabilities. The Line matures in May 2001, but may be extended annually for one year periods. The Company is required to comply, and is in compliance, with certain financial and other covenants customary with this type of unsecured financing. These financial covenants include among others (i) maintenance of minimum net worth, (ii) ratio of total liabilities to gross asset value, (iii) ratio of secured indebtedness to gross asset value, (iv) ratio of EBITDA to interest expense, (v) ratio of EBITDA to debt service and reserve for replacements, and (vi) ratio of unencumbered net operating income to interest expense on unsecured indebtedness. The Line is used primarily to finance the acquisition and development of real estate, but is also available for general working capital purposes.

Mortgage loans are secured by certain real estate properties, and may be prepaid subject to a prepayment of a yield-maintenance premium. Mortgage loans are generally due in monthly installments of interest and principal and mature over various terms through 2019. Variable interest rates on mortgage loans are currently based on LIBOR plus a spread in a range of 125 basis points to 150 basis points. Fixed interest rates on mortgage loans range from 7.04% to 9.8%.

During 1999, the Company assumed debt with a fair value of $396.7 million related to the acquisition of real estate, which includes debt premiums of $4.1 million based upon the above market interest rates of the debt instruments. Debt premiums are being amortized over the terms of the related debt instruments.

On April 15, 1999 the Company, through RCLP, completed a $250 million unsecured debt offering in two tranches. The Company issued $200 million 7.4% notes due April 1, 2004, priced at 99.922% to yield 7.42%, and $50 million 7.75% notes due April 1, 2009, priced at 100%. The net proceeds of the offering were used to reduce the balance of the Line. On April 30, 1999, the balance of the Line was $206.9 million.

As of March 31, 1999, scheduled principal repayments on notes payable and the Line were as follows (in thousands):

Scheduled Payments by Year	Scheduled Principal Payments	Term Loan Maturities	Total Payments
1999	$ 4,908	27,506	32,414
2000	5,519	539,946	545,465
2001	5,387	45,824	51,211
2002	4,687	44,122	48,809
2003	4,654	13,284	17,938
Beyond 5 Years	37,752	239,937	277,689
Net unamortized debt payments	-	14,112	14,112
Total	$62,907	924,731	987,638

Unconsolidated partnerships and joint ventures had mortgage loans payable of $58.8 million at March 31, 1999, and the Company's proportionate share of these loans was $25.5 million.

5. Stockholders' Equity

On June 11, 1996, the Company entered into a Stockholders Agreement (the "Agreement") with SC-USREALTY granting it certain rights such as purchasing common stock, nominating representatives to the Company's Board of Directors, and subjecting SC-USREALTY to certain restrictions including voting and ownership restrictions. In connection with the Units and shares of common stock issued in March 1998 related to earnout payments, SC-USREALTY acquired 435,777 shares at $22.125 per share in accordance with their rights as provided for in the Agreement. As of March 31, 1999, SC-USREALTY owned approximately 34.3 million shares of common stock or 58.9% of the outstanding common shares.

In connection with the acquisition of shopping centers, RCLP has issued Exchangeable Operating Partnership Units to limited partners convertible on a one for one basis into shares of common stock of the Company.

On June 29, 1998, the Company through RCLP issued $80 million of 8.125% Series A Cumulative Redeemable Preferred Units ("Series A Preferred Units") to an institutional investor in a private placement. The issuance involved the sale of 1.6 million Series A Preferred Units for $50.00 per unit. The Series A Preferred Units, which may be called by the Partnership at par on or after June 25, 2003, have no stated maturity or mandatory redemption, and pay a cumulative, quarterly dividend at an annualized rate of 8.125%. At any time after June 25, 2008, the Series A Preferred Units may be exchanged for shares of 8.125% Series A Cumulative Redeemable Preferred Stock of the Company at an exchange rate of one share of Series A Preferred Stock for one Series A Preferred Unit. The Series A Preferred Units and Series A Preferred Stock are not convertible into common stock of the Company. The net proceeds of the offering were used to reduce the acquisition and development line of credit.

As part of the acquisition of Pacific Retail Trust, the Company issued Series 1 and Series 2 preferred shares. Series 1 preferred shares are convertible into Series 2 preferred shares on a one-for-one basis and contain provisions for adjustment to prevent dilution. The Series 1 preferred shares are entitled to a quarterly dividend in an amount equal to $0.0271 less than the common dividend and are cumulative. Series 2 preferred shares are convertible into common shares on a one-for-one basis. The Series 2 preferred shares are entitled to quarterly dividends in an amount equal to the common dividend and are cumulative. The Company may redeem the preferred shares any time after October 20, 2010 at a price of $20.83 per share, plus all accrued but unpaid dividends.

On March 4, 1999, the holders of Class B stock converted 1,250,000 shares into 1,487,734 shares of common stock.

6. Earnings Per Share

The following summarizes the calculation of basic and diluted earnings per share for the period ended, March 31, 1999 and 1998 (in thousands except per share data):

	1999	1998
Basic Earnings Per Share (EPS) Calculation:		
Weighted average common shares outstanding	36,410	24,727
Net income for common stockholders	$ 13,456	19,556
Less: dividends paid on Class B common stock	1,175	1,344
Net income for Basic EPS	$ 12,281	18,212
Basic EPS	$ .34	.74
Diluted Earnings Per Share (EPS) Calculation:		
Weighted average shares outstanding for Basic EPS	36,410	24,727
Exchangeable operating partnership units	1,631	973
Incremental shares to be issued under common stock options using the Treasury method	-	54
Class B common stock	-	2,975
Contingent units or shares for the acquisition of real estate	159	334
Total diluted shares	38,200	29,063
Net income for Basic EPS	$ 12,281	18,212
Add: Class B dividends	-	1,344
Add: minority interest of exchangeable partnership units	578	594
Net income for Diluted EPS	$ 12,859	20,150
Diluted EPS	$ .34	.69

The Preferred Series 1 and Series 2 stock and the Class B common stock are not included in the above calculation for 1999 because they are anti-dilutive.

Item 1. Legal Proceedings

None

Item 4. Submission of Matters to a Vote of Security Holders

A special meeting of shareholders of Regency Realty Corporation was held on February 26, 1999 for the following purpose:

1. To consider and vote upon the approval of the Agreement and Plan of Merger dated as of September 23, 1998 (the "Merger Agreement"), between Regency and Pacific Retail Trust, a Maryland real estate investment trust ("Pacific Retail").

2. To consider and vote upon amendments to the Company's Articles of Incorporation to permit Security Capital Holdings S.A.,("SC-USREALTY'), Regency's largest shareholder and the controlling shareholder of Pacific Retail, to acquire the Regency common stock issuable to it in the merger and to prohibit Non-US Persons (other than Security Capital Holdings S.A. and certain related parties) from directly or indirectly acquiring Regency capital stock so long as Non-U.S. Persons own 50% or more of the issued and outstanding shares of Regency capital stock. To transact such other business as may properly come before the meeting or any adjournment thereof.

3. To consider and vote on Amendment No. 1 to the Regency 1993 Long-Term Omnibus Plan (the" Regency Incentive Plan") to increase the number of shares available for award under the Regency Incentive Plan to incorporate the shares authorized under Pacific Retail's stock option plan and to expand the class of eligible participants to include three departing Pacific Retail executives.

4. To transact such other business as may properly come before the meeting or any adjournment thereof.

All items were approved with total outstanding votes received of . The votes were as follows:

voting 20,777,471 FOR, 289,279 AGAINST and 18,116 ABSTAIN for Item 1, votes 20,775,784 FOR, 288,878 AGAINST and 20,203 ABSTAIN for Item 2 and 20,528,228 FOR, 526,569 AGAINST and 30,068 ABSTAIN for Item 3 21,084,766 FOR, 100 ABSTAIN for Item 4, Accordingly, the proposals were passed.

Item 6 Exhibits and Reports on Form 8-K:

2. Agreement and Plan of Merger dated as of September 23, 1998 between Regency Realty Corporation and Pacific Retail Trust (incorporated by reference to Exhibit 2.1 to the registration statement on Form S-4 of Regency Realty Corporation, No. 333-65491)

3. Articles of Incorporation

#(i) Restated Articles of Incorporation of Regency Realty Corporation as amended.

#(ii) Restated Bylaws of Regency Realty Corporation.

4. (a) See exhibits 3(i) and 3(ii) for provisions of the Articles of Incorporation and Bylaws of Regency Realty Corporation defining rights of security holders.

(b) Indenture dated July 20, 1998 between Regency Centers, L.P., the guarantors named therein and First Union National Bank, as trustee (incorporated by reference to Exhibit 10.2 to the registration statement on Form 10 of Regency Centers, L.P.).

(c) Indenture dated March 9, 1999 between Regency Centers, L.P., the guarantors named therein and First Union National Bank, as trustee (incorporated by reference to Exhibit 4.1 to the registration statement on Form S-3 of Regency Centers, L.P., No. 333-72899)

10. Material Contracts

(a) Administrative Services Agreement between Regency Realty Corporation and SC Group, Incorporated dated February 26, 1999

(b) Amended and Restated Credit Agreement dated as of February 26, 1999 by and among Regency Centers, L.P., a Delaware limited partnership (the "Borrower"), Regency Realty Corporation, a Florida corporation (the "Parent"), each of the financial institutions initially a signatory hereto together with their assignees, (the "Lenders"), and Wells Fargo Bank, National Association, as contractual representative of the Lenders to the extent and in the manner provided (filed as an Exhibit to Regency Realty Corporation's Form 10-K on March 15, 1999 and incorporated herein by reference)

27. Financial Data Schedule

Reports on Form 8-K.

None

PART II - OTHER INFORMATION

Item 2. Changes in Securities and Use of Proceeds

On February 28, 1999, the Company issued 542,532 shares of its Series 1 Convertible Preferred Stock and 960,000 shares of its Series 2 Convertible Preferred Stock as partial consideration for the Company's acquisition of Pacific. The two classes of Preferred Stock are entitled to a preference in the payment of dividends and both have a liquidation preference of $20.83 per share. See Note 5 to the financial statements included elsewhere herein for additional information concerning the terms of the Preferred Stock. No dividends may be paid to holders of common stock in the event of any arrearages in the payment of dividends on the Preferred Stock, and no liquidating distributions may be made to holders of common stock until the holders of the Preferred Stock have received an amount equal to their liquidation preferences.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the accompanying Consolidated Financial Statements and Notes thereto of Regency Realty Corporation ("Regency" or "Company") appearing elsewhere within.

Organization

The Company is a qualified real estate investment trust ("REIT") which began operations in 1993. The Company invests in real estate primarily through its general partnership interest in Regency Centers, L.P., ("RCLP" or "Partnership") an operating partnership in which the Company currently owns approximately 97% of the outstanding common partnership units ("Units"). Of the 204 properties included in the Company's portfolio at March 31, 1999, 186 properties were owned either fee simple or through partnerships interests by RCLP. At March 31, 1999, the Company had an investment in real estate, at cost, of approximately $2.4 billion of which $2.3 billion or 94% was owned by RCLP.

Shopping Center Business

The Company's principal business is owning, operating and developing grocery anchored neighborhood infill shopping centers. Infill refers to shopping centers within a targeted investment market offering sustainable competitive advantages such as barriers to entry resulting from zoning restrictions, growth management laws, or limited new competition from development or expansions. The Company's properties summarized by state and in order by largest holdings including their gross leasable areas (GLA) follows:

	March 31, 1999			December 31, 1998		
Location	# Properties	GLA	% Leased	# Properties	GLA	% Leased
Florida	47	5,818,484	89.7%	46	5,728,347	91.4%
California	33	3,660,085	95.2%	-	-	-
Georgia	27	2,730,100	93.0%	27	2,737,590	93.1%
Texas	25	3,542,442	89.7%	5	479,900	84.7%
Ohio	13	1,803,945	92.7%	13	1,786,521	93.4%
North Carolina	12	1,239,718	97.7%	12	1,239,783	98.3%
Colorado	9	872,431	94.6%	5	447,569	89.4%
Washington	8	737,310	97.1%	-	-	-
Oregon	6	583,704	89.8%	-	-	-
Alabama	5	516,060	99.5%	5	516,060	99.0%
Tennessee	4	389,197	92.4%	4	295,179	96.8%
Arizona	2	326,984	99.8%	-	-	-
Virginia	2	197,324	96.1%	2	197,324	97.7%
Delaware	1	232,752	96.1%	1	232,752	94.8%
Kentucky	1	205,060	94.7%	1	205,060	95.6%
Mississippi	2	185,061	96.6%	2	185,061	97.6%
Illinois	1	178,600	86.9%	1	178,600	86.9%
Michigan	2	177,399	81.6%	2	177,929	81.5%
South Carolina	2	162,056	98.8%	2	162,056	100.0%
Missouri	1	82,498	99.8%	1	82,498	99.8%
Wyoming		75,000	0%	-	-	-
Total	204	23,716,210	92.3%	129	14,652,229	92.9%

The Company is focused on building a platform of grocery anchored neighborhood shopping centers because grocery stores provide convenience shopping of daily necessities, foot traffic for adjacent local tenants, and should withstand adverse economic conditions. The Company's current investment markets have continued to offer strong stable economies, and accordingly, the Company expects to realize growth in net income as a result of increasing occupancy in the portfolio, increasing rental rates, development and acquisition of shopping centers in targeted markets, and redevelopment of existing shopping centers. The following table summarizes the four largest grocery tenants occupying the Company's shopping centers at March 31, 1999:

Grocery Anchor	Number of Stores	% of Total GLA	% of Annualized Base Rent
Kroger	39	9.9%	8.3%
Publix	34	6.3%	4.1%
Albertson's	14	3.2%	3.0%
Winn-Dixie	17	3.3%	2.6%

Acquisition and Development of Shopping Centers

On September 23, 1998, the Company entered into an Agreement of Merger ("Agreement") with Pacific Retail Trust ("Pacific"), a privately held real estate investment trust. The Agreement, among other matters, provided for the merger of Pacific into Regency, and the exchange of each Pacific common or preferred share into 0.48 shares of Regency common or preferred stock. The stockholders approved the merger at a Special Meeting of Stockholders held February 26, 1999. At the time of the merger, Pacific owned 71 retail shopping centers that are operating or under construction containing 8.4 million SF of gross leaseable area. On February 28, 1999, the effective date of the merger, the Company issued equity instruments valued at $770.6 million to the Pacific stockholders in exchange for their outstanding common and preferred shares and units. The total cost to acquire Pacific was approximately $1.157 billion based on the value of Regency shares issued including the assumption of $379 million of outstanding debt and other liabilities of Pacific, and estimated closing costs of $7.5 million. The price per share used to determine the purchase price was $23.325 based on the five day average of the closing stock price of Regency's common stock as listed on the New York Stock Exchange immediately before, during and after the date the terms of the merger were agreed to and announced to the public. The merger was accounted for as a purchase with the Company as the acquiring entity.

During 1998, the Company acquired 31 shopping centers fee simple for approximately $355.9 million and also invested $28.4 million in 12 joint ventures ("JV Properties"), for a total investment of $384.3 million in 43 shopping centers ("1998 Acquisitions"). Included in the 1998 Acquisitions are 32 shopping centers acquired from various entities comprising the Midland Group ("Midland"). Of the 32 Midland centers, 31 are anchored by Kroger, and 12 are owned through joint ventures in which the Company's ownership interest is 50% or less. The Company's investment in the properties acquired from Midland is $236.6 million at December 31, 1998. During 1999 and 2000, the Company may pay contingent consideration of up to an estimated $23 million, through the issuance of Partnership units and the payment of cash. The amount of such consideration, if issued, will depend on the satisfaction of certain performance criteria relating to the assets acquired from Midland. Transferors who received cash at the initial Midland closing will receive contingent future consideration in cash rather than units. On April 16, 1999, the Company paid $5.2 million related to this contingent consideration.

Results from Operations

Comparison of March 31, 1999 to 1998

Revenues increased $20.5 million or 66% to $51.4 million in 1999. The increase was due primarily to Pacific and the 1998 Acquisitions providing increases in revenues of $20.8 million during 1999. At March 31, 1999, the real estate portfolio contained approximately 23.7 million SF and was 92.3% leased. Minimum rent increased $17 million or 76%, and recoveries from tenants increased $4.4 million or 92%. On a same property basis (excluding Pacific and the 1998 Acquisitions, and the office portfolio sold during 1998) gross rental revenues increased $1.5 million or 5.9%, primarily due to higher base rents. Revenues from property management, leasing, brokerage, and development services (service operation segment) provided on properties not owned by the Company were $1.8 million in 1999 compared to $2.7 million in 1998, the decrease is due primarily to a decrease in brokerage fees. During the first quarter of 1998, the Company sold three office buildings and a parcel of land for $26.7 million, and recognized a gain on the sale of $10.2 million. As a result of these transactions the Company's real estate portfolio is comprised entirely of retail shopping centers. The proceeds from the sale were used to reduce the balance of the line of credit.

Operating expenses increased $9.2 million or 58% to $25.0 million in 1999. Combined operating and maintenance, and real estate taxes increased $4.9 million or 70% during 1999 to $11.8 million. The increases are due to Pacific and the 1998 Acquisitions generating operating and maintenance expenses and real estate tax increases of $5.0 million during 1999. On a same property basis, operating and maintenance expenses and real estate taxes increased $150,000 or 2.3%. General and administrative expenses increased 10% during 1999 to $3.8 million due to the hiring of new employees and related office expenses necessary to manage the shopping centers acquired during 1999 and 1998. Depreciation and amortization increased $4.0 million during 1999 or 73% primarily due to Pacific and the 1998 Acquisitions.

Interest expense increased to $10.8 million in 1999 from $5.4 million in 1998 or 99% due to increased average outstanding loan balances related to the financing of the 1998 Acquisitions on the Line and the assumption of debt for Pacific. Weighted average interest rates decreased 0.3% during 1999. See further discussion under Acquisition and Development of Shopping Centers and Liquidity and Capital Resources.

Net income for common stockholders was $13.5 million in 1999 vs. $19.6 million in 1998, a $6.1 million or 31% decrease the result of a $10.2 million gain recognized in the first quarter of 1998 on the sale of three office buildings and a parcel of land. Diluted earnings per share in 1999 was $.34 vs. $.69 in 1998 due to the decrease in net income combined with the dilutive impact from the increase in weighted average common shares and equivalents of 9.1 million primarily due to the acquisition of Pacific Retail Trust and the issuance of shares to SC-USREALTY during 1998.

Funds from Operations

The Company considers funds from operations ("FFO"), as defined by the National Association of Real Estate Investment Trusts as net income (computed in accordance with generally accepted accounting principles) excluding gains (or losses) from debt restructuring and sales of income producing property held for investment, plus depreciation and amortization of real estate, and after adjustments for unconsolidated investments in real estate partnerships and joint ventures, to be the industry standard for reporting the operations of real estate investment trusts ("REITs"). Adjustments for investments in real estate partnerships are calculated to reflect FFO on the same basis. While management believes that FFO is the most relevant and widely used measure of the Company's performance, such amount does not represent cash flow from operations as defined by generally accepted accounting principles, should not be considered an alternative to net income as an indicator of the Company's operating performance, and is not indicative of cash available to fund all cash flow needs. Additionally, the Company's calculation of FFO, as provided below, may not be comparable to similarly titled measures of other REITs.

FFO increased by 46% from 1998 to 1999 as a result of the activity discussed above under "Results of Operations". FFO for the three months ended March 31, 1999 and 1998 are summarized in the following table (in thousands):

		1999	1998
Net income for common stockholders	$	13,456	19,556
Add (subtract):			
Real estate depreciation and amortization		9,153	5,209
Gain on sale of operating property		-	(9,336)
Convertible preferred stock distribution		204	-
Minority interests in net income of Exchangeable partnership units		578	594
Funds from operations	$	23,391	16,024
Cash flow provided by (used in):			
Operating activities	$	26,707	16,124
Investing activities		(40,160)	(46,152)
Financing activities		25,902	30,149

Liquidity and Capital Resources

Management anticipates that cash generated from operating activities will provide the necessary funds on a short-term basis for its operating expenses, interest expense and scheduled principal payments on outstanding indebtedness, recurring capital expenditures necessary to properly maintain the shopping centers, and distributions to share and unit holders. Net cash provided by operating activities was $26.7 million and $16.1 million for the three months ended March 31, 1999 and 1998, respectively. The Company incurred recurring and non-recurring capital expenditures (non-recurring expenditures pertain to immediate building improvements on new acquisitions and anchor tenant improvements on new leases) of $2.6 million and $1.1 million, during 1999 and 1998, respectively. The Company paid scheduled principal payments of $1.1 million and $644,000 during 1999 and 1998, respectively. The Company paid dividends and distributions of $15.4 million and $12.3 million, during 1999 and 1998, respectively, to its share and unit holders.

Management expects to meet long-term liquidity requirements for term debt payoffs at maturity, non-recurring capital expenditures, and acquisition, renovation and development of shopping centers from: (i) excess cash generated from operating activities, (ii) working capital reserves, (iii) additional debt borrowings, and (iv) additional equity raised in the public markets. Net cash used in investing activities was $40.2 million and $46.2 million, during 1999 and 1998, respectively, primarily for purposes discussed above under Acquisitions and Development of Shopping Centers. Net cash provided by financing activities was $25.9 million and $30.1 million during 1999 and 1998, respectively. At March 31, 1999, the Company had 14 retail properties under construction or undergoing major renovations, with costs to date of $119.6 million. Total committed costs necessary to complete the properties under development is estimated to be $209 million and will be expended through 1999 and 2000.

The Company's outstanding debt at March 31, 1999 and December 31, 1998 consists of the following (in thousands):

		1999	1998
Notes Payable:			
Fixed rate mortgage loans	$	400,308	298,148
Variable rate mortgage loans		24,773	11,051
Fixed rate unsecured loans		121,178	121,296
Total notes payable		546,259	430,495
Acquisition and development line of cre		441,379	117,631
Total	$	987,638	548,126

The weighted average interest rate on total debt at March 31, 1999 and December 31, 1998 and was 7.1% and 7.4%, respectively. The Company's debt is typically cross-defaulted, but not cross-collateralized, and includes usual and customary affirmative and negative covenants.

During February, 1999, the Company modified the terms of its unsecured line of credit (the "Line") by increasing the commitment to $635 million. Maximum availability under the Line is based on the discounted value of a pool of eligible unencumbered assets (determined on the basis of capitalized net operating income) less the amount of the Company's outstanding unsecured liabilities. The Line matures in May 2001, but may be extended annually for one year periods. The Company is required to comply, and is in compliance, with certain financial and other covenants customary with this type of unsecured financing. These financial covenants include among others (i) maintenance of minimum net worth, (ii) ratio of total liabilities to gross asset value, (iii) ratio of secured indebtedness to gross asset value, (iv) ratio of EBITDA to interest expense, (v) ratio of EBITDA to debt service and reserve for replacements, and (vi) ratio of unencumbered net operating income to interest expense on unsecured indebtedness. The Line is used primarily to finance the acquisition and development of real estate, but is also available for general working capital purposes.

On June 29, 1998, the Company through RCLP issued $80 million of 8.125% Series A Cumulative Redeemable Preferred Units ("Series A Preferred Units") to an institutional investor, Belair Capital Fund, LLC, in a private placement. The issuance involved the sale of 1.6 million Series A Preferred Units for $50.00 per unit. The Series A Preferred Units, which may be called by the Company at par on or after June 25, 2003, have no stated maturity or mandatory redemption, and pay a cumulative, quarterly dividend at an annualized rate of 8.125%. At any time after June 25, 2008, the Series A Preferred Units may be exchanged for shares of 8.125% Series A Cumulative Redeemable Preferred Stock of the Company at an exchange rate of one share of Series A Preferred Stock for one Series A Preferred Unit. The Series A Preferred Units and Series A Preferred Stock are not convertible into common stock of the Company. The net proceeds of the offering were used to reduce the Line.

On April 15, 1999 the Company, through RCLP, completed a $250 million debt offering in two tranches. The Company issued $200 million, 7.4% notes due April 1, 2004, priced at 99.922% to yield 7.42%, and $50 million, 7.75% notes due April 1, 2009, priced at 100%. The net proceeds of the offering were used to reduce the balance of the Line. On April 30, 1999, the balance of the Line was $206.9 million.

Mortgage loans are secured by certain real estate properties, and generally may be prepaid subject to a prepayment of a yield-maintenance premium. Mortgage loans are generally due in monthly installments of interest and principal and mature over various terms through 2019. Variable interest rates on mortgage loans are currently based on LIBOR plus a spread in a range of 125 basis points to 150 basis points. Fixed interest rates on mortgage loans range from 7.04% to 9.8%.

During 1999, the Company assumed debt with a fair value of $396.7 million related to the acquisition of real estate, which includes debt premiums of $4.1 million based upon the above market interest rates of the debt instruments. Debt premiums are being amortized over the terms of the related debt instruments.

As of March 31, 1999, scheduled principal repayments on notes payable and the Line for the next five years were as follows (in thousands):

Scheduled Payments by Year	Scheduled Principal Payments	Term Loan Maturities	Total Payments
1999	$ 4,908	27,506	32,414
2000	5,519	539,946	545,465
2001	5,387	45,824	51,211
2002	4,687	44,122	48,809
2003	4,654	13,284	17,938
Beyond 5 Years	37,752	239,937	277,689
Net unamortized debt payments	-	14,112	14,112
Total	$62,907	924,731	987,638

Unconsolidated partnerships and joint ventures had mortgage loans payable of $58.8 million at March 31, 1999 and the Company's proportionate share of these loans was $25.5 million.

The Company qualifies and intends to continue to qualify as a REIT under the Internal Revenue Code. As a REIT, the Company is allowed to reduce taxable income by all or a portion of its distributions to stockholders. As distributions have exceeded taxable income, no provision for federal income taxes has been made. While the Company intends to continue to pay dividends to its stockholders, it also will reserve such amounts of cash flow as it considers necessary for the proper maintenance and improvement of its real estate, while still maintaining its qualification as a REIT.

The Company's real estate portfolio has grown substantially during 1999 as a result of the acquisitions and development discussed above. The Company intends to continue to acquire and develop shopping centers in the near future, and expects to meet the related capital requirements from borrowings on the Line. The Company expects to repay the Line from time to time from additional public and private equity or debt offerings, such as those completed in previous years. Because such acquisition and development activities are discretionary in nature, they are not expected to burden the Company's capital resources currently available for liquidity requirements. The Company expects that cash provided by operating activities, unused amounts available under the Line, and cash reserves are adequate to meet liquidity requirements.

New Accounting Standards and Accounting Changes
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The Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities " (FAS 133), which is effective for all fiscal quarters of all fiscal years beginning after June 15, 1999. FAS 133 establishes accounting and reporting standards for derivative instruments and hedging activities. FAS 133 requires entities to recognize all derivatives as either assets or liabilities in the balance sheet and measure those instruments at fair value. The Company does not believe FAS 133 will materially effect its financial statements. f.

Environmental Matters
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The Company like others in the commercial real estate industry, is subject to numerous environmental laws and regulations and the operation of dry cleaning plants at the Company's shopping centers is the principal environmental concern. The Company believes that the dry cleaners are operating in accordance with current laws and regulations and has established procedures to monitor their operations. The Company has approximately 31 properties that will require or are currently undergoing varying levels of environmental remediation. These remediations are not expected to have a material financial effect on the Company due to financial statement reserves and various state-regulated programs that shift the responsibility and cost for remediation to the state. Based on information presently available, no additional environmental accruals were made and management believes that the ultimate disposition of currently known matters will not have a material effect on the financial position, liquidity, or operations of the Company.

Inflation
- - ---------

Inflation has remained relatively low during 1999 and 1998 and has had a minimal impact on the operating performance of the shopping centers; however, substantially all of the Company's long-term leases contain provisions designed to mitigate the adverse impact of inflation. Such provisions include clauses enabling the Company to receive percentage rentals based on tenants' gross sales, which generally increase as prices rise, and/or escalation clauses, which generally increase rental rates during the terms of the leases. Such escalation clauses are often related to increases in the consumer price index or similar inflation indices. In addition, many of the Company's leases are for terms of less than ten years, which permits the Company to seek increased rents upon re-rental at market rates. Most of the Company's leases require the tenants to pay their share of operating expenses, including common area maintenance, real estate taxes, insurance and utilities, thereby reducing the Company's exposure to increases in costs and operating expenses resulting from inflation.

Year 2000 System Compliance
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Management recognizes the potential effect Year 2000 may have on the Company's operations and, as a result, has implemented a Year 2000 Compliance Project. The term "Year 2000 compliant" means that the software, hardware, equipment, goods or systems utilized by, or material to the physical operations, business operations, or financial reporting of an entity will properly perform date sensitive functions before, during and after the year 2000.

The Company's Year 2000 Compliance Project includes an awareness phase, an assessment phase, a renovation phase, and a testing phase of our data processing network, accounting and property management systems, computer and operating systems, software packages, and building management systems. The project also includes surveying our major tenants and financial institutions. Total costs incurred to date associated with the Company's Year 2000 compliance project have been reflected in the Company's income statement throughout 1999 and 1998, and were approximately $250,000.

The Company's computer hardware, operating systems, general accounting and property management systems and principal desktop software applications are Year 2000 compliant as certified by the various vendors. We are currently testing these systems, and expect to complete the testing phase by June 30, 1999. Based on testing to date, Management does not anticipate any Year 2000 issues that will materially impact operations or operating results.

An assessment of the Company's building management systems has been completed. This assessment has resulted in the identification of certain lighting, telephone, and voice mail systems that may not be Year 2000 compliant. Management has begun upgrading these systems and believes that the cost of these systems will not exceed $500,000. It is anticipated that the renovation and testing phases will be complete by September 30, 1999, and the Company expects to be compliant upon completion of these phases.

The Company has surveyed its major tenants and financial institutions to determine the extent to which the Company is vulnerable to third parties' failure to resolve their Year 2000 issues. Based on the responses to surveys received to date, no risks were identified to take additional action at this point.

Management believes its planning efforts are adequate to address the Year 2000 issue and that its risk factors are primarily those that it cannot directly control, including the readiness of its major tenants and financial institutions. Failure on the part of these entities to become Year 2000 compliant could result in disruption in the Company's cash receipt and disbursement functions. There can be no guarantee, however, that the systems of unrelated entities upon which the Company's operations rely will be corrected on a timely basis and will not have a material adverse effect on the Company.

The Company is in the process of establishing a formal contingency plan and expects to have a plan in place by September 30, 1999.

Item 7a. Quantitative and Qualitative Disclosures About Market Risk

Market Risk

The Company is exposed to interest rate changes primarily as a result of its line of credit and long-term debt used to maintain liquidity and fund capital expenditures and expansion of the Company's real estate investment portfolio and operations. The Company's interest rate risk management objective is to limit the impact of interest rate changes on earnings and cash flows and to lower its overall borrowing costs. To achieve its objectives the Company borrows primarily at fixed rates and may enter into derivative financial instruments such as interest rate swaps, caps and treasury locks in order to mitigate its interest rate risk on a related financial instrument. The Company has no plans to enter into derivative or interest rate transactions for speculative purposes, and at March 31, 1999, the Company did not have any borrowings hedged with derivative financial instruments.

The Company's interest rate risk is monitored using a variety of techniques. The table below presents the principal amounts maturing (in thousands), weighted average interest rates of remaining debt, and the fair value of total debt (in thousands), by year of expected maturity to evaluate the expected cash flows and sensitivity to interest rate changes.

	1999	2000	2001	2002	2003	Thereafter	Total	Value
Fixed rate debt	$16,561	103,954	42,423	48,809	17,939	277,689	507,374	521,486
Average interest rate for all debt	7.85%	8.01%	7.99%	7.87%	7.81%	7.80%	-	-
Variable rate LIBOR debt	$15,853	441,511	8,788	-	-	-	466,152	466,152
Average interest rate for all debt	6.10%	7.30%	-	-	-	-	-	-

As the table incorporates only those exposures that exist as of March 31, 1999, it does not consider those exposures or positions which could arise after that date. Moreover, because firm commitments are not presented in the table above, the information presented therein has limited predictive value. As a result, the Company's ultimate realized gain or loss with respect to interest rate fluctuations will depend on the exposures that arise during the period, the Company's hedging strategies at that time, and interest rates.

Forward Looking Statements

This report contains certain forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) and information relating to the Company that is based on the beliefs of the Company's management, as well as assumptions made by and information currently available to management. When used in this report, the words "estimate," "project," "believe," "anticipate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Such statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, among others, the following: general economic and business conditions; changes in customer preferences; competition; changes in technology; the integration of acquisitions, including Pacific; changes in business strategy; the indebtedness of the Company; quality of management, business abilities and judgment of the Company's personnel; the availability, terms and deployment of capital; and various other factors referenced in this report. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company does not undertake any obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 17, 1999

REGENCY REALTY CORPORATION

By: /s/ J. Christian Leavitt
Senior Vice President
and Secretary

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and entered into effective as of February 26, 1999, by and between Regency Realty Corporation, a Florida corporation, ("the Company") and SCGroup Incorporated, a Texas corporation ("SCGroup").

WHEREAS, the Company wishes to purchase from SCGroup certain administrative services designed to assist the Company in the cost-efficient management of the Company's administrative and business affairs in the manner and pursuant to terms and conditions as more specifically described herein; and

WHEREAS, SCGroup desires to provide or cause to be provided those services requested by the Company under such terms and conditions; and

WHEREAS, SCGroup will perform similar administrative services for other entities (collectively "SCGroup Clients") which may vary from time to time.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Services

1.1 Scope of Services. The specific services to be provided by SCGroup to the Company (each a "Service" and collectively the "Services") shall be listed in Schedule A. Schedule E provides a description of the manner and extent to which each Service will be provided. The scope of Services provided by SCGroup may be expanded, reduced or otherwise modified during the Initial Term (as defined in Section 3) or any Renewal Term (as defined in Section 3) upon prior written agreement of the parties. Unless otherwise agreed, the Company shall provide SCGroup with written notice at least 30 days prior to any requested change in the scope of Services. In addition, the parties shall review the scope of Services annually and shall complete such review and agree upon any resulting scope changes for the upcoming calendar year not later than November 30 of the then current year. In either event, Schedules A and E shall be amended to reflect any agreed upon changes in the scope of Services.

1.2 Performance of Services. SCGroup covenants that it will perform or cause to be performed the Services in a timely, efficient and workmanlike manner. SCGroup further covenants that it will maintain or contract for a sufficient staff of trained personnel to enable it to perform the Services hereunder. SCGroup may delegate and subcontract some or all of its obligations under this Agreement to one or more third parties. If SCGroup does so, it will remain responsible for the performance of all obligations performed by such subcontractors to the same extent as if such obligations were performed by SCGroup employees.

1.3 Access, Information, Cooperation and Assistance. The Company will provide SCGroup with all access, Company information, cooperation and assistance necessary for SCGroup to perform the Services in accordance with this Agreement. The Company will cooperate with SCGroup to institute changes expected to result in reduced and more efficient resource usage.

1.4 Changes in Scope of Service. Subject to appropriate undertakings of confidentiality by SCGroup, the Company shall notify SCGroup upon occurrence of any of the following: (i) the Company proposes to acquire any new property or properties; (ii) the Company proposes to enter into any business combination or acquire any significant assets of another person or entity, (iii) the Company proposes to establish any new subsidiary corporation, partnership, joint venture, business trust or other entity; (iv) the Company proposes to conduct operations or business in any state or other jurisdiction in which the Company is not qualified to transact business; or (v) the Company proposes to take any other action which may significantly increase the scope of Services to be provided by SCGroup hereunder. Upon receipt of such notice by SCGroup, the parties shall negotiate in good faith the scope of such Services and the charges payable therefor (if additional Services are required). Any such charges shall be payable by the Company as provided in Section 2.4.

Section 2. Charges.

2.1 Charges. The charges to be paid by the Company to SCGroup for the Services then being performed or to be performed by SCGroup shall be listed in Schedule B ("Charges"). These charges shall remain in effect throughout the initial or applicable Renewal Term of this agreement. If the scope of Services is changed during the annual review process or at any other time, the parties shall negotiate in good faith and agree in advance on any resulting changes in the Charges to be paid to SCGroup by the Company in the subsequent Renewal Term. Schedule B shall be amended to reflect any agreed upon changes in the Charges.

2.2 Retained Expenses. The Company shall retain financial responsibility for those functions and expense items shown as retained expenses in Schedule D. The Company will be billed directly by third parties for such services. The Company agrees to pay such expenses timely and in the ordinary course of business.

2.3 Pass-Through Expenses. Pass-through expenses are listed in Schedule C. Unless otherwise agreed by the parties, pass-through expenses will

be paid by the Company directly. SCGroup will promptly provide the Company with the original third-party invoice for such expenses together with a statement that SCGroup has reviewed and validated the invoiced charges. SCGroup will highlight any charges that appear to be inappropriate and will work with the Company to reconcile all bills with the third-party suppliers.

2.4 Payment for Services. SCGroup shall invoice the Company, at the end of each calendar month, the amount agreed to from time to time pursuant to Section 2.1 for the applicable Service. Such amount shall be payable in full within 20 days of receipt of such invoice by the Company. Any past due amounts shall be subject to a .834% per month (10% per annum) (or the maximum rate allowable by law, whichever is less) late payment fee.

2.5 Taxes.

(a) Each party will pay any real estate or personal property taxes on property its owns or leases, franchise and privilege taxes on its business, and taxes based on its net income or gross receipts.

(b) SCGroup will pay all sales, use, excise, value-added, services, consumption, and other taxes and duties payable by SCGroup on any goods or services used or consumed by SCGroup in providing the Services where the tax is imposed on SCGroup's acquisition or use of such goods or services and the amount of tax is measured by SCGroup's costs in acquiring such goods or services.

(c) In the case of any sales, use, excise, value-added, services, consumption, or other tax during the term of this Agreement that is assessed on the provision of the Services as a whole, or on any particular hardware, software, or Services received by the Company from SCGroup, the Companies will pay such taxes.

(d) The Parties agree to fully cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

Section 3. Term. The initial term of this Agreement shall commence on the date hereof and, unless terminated earlier in accordance with Section 10, shall end on December 31, 1999 (the "Initial Term"). Absent written notice of non-renewal as provided in this Section 3, this Agreement shall be automatically renewed for successive one-year terms (each, a "Renewal Term") upon the expiration of the Initial Term and each Renewal Term. Notice of non-renewal, if given, shall be given in writing by either party as early as is practicable. Notice of non-renewal by the Company will be timely provided if it is given no later than ten (10) calendar days after renewal terms are presented.

Section 4. Audit of Services. At any time during regular business hours and as often as reasonably requested by the Company's officers, SCGroup shall permit the Company or its authorized representatives to examine and make copies and abstracts from the records and books of SCGroup for the purpose of auditing the performance and charges of SCGroup under the terms of this Agreement; provided, that all costs and expenses of such inspection shall be borne by the Company.

Section 5. Company Data. Data obtained by SCGroup from the Company in connection with the performance of any Services ("Company Data") is and shall remain the exclusive property of the Company. SCGroup is authorized to have access to and make use of the Company Data as necessary and appropriate for the performance by or for SCGroup of its obligations under this Agreement. Upon the termination or expiration of this Agreement, SCGroup will return to the Company all Company Data then in its possession. SCGroup will not use Company Data for any purpose other than for providing the Services.

Section 6. Confidentiality. Except as otherwise provided in this Agreement, SCGroup agrees that all information communicated to it by the Company, whether before or after the effective date of this Agreement, will be received in strict confidence, will be used only for purposes of this Agreement, and will not be disclosed by SCGroup without the prior written consent of the Company. SCGroup agrees to use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure of such information to outside parties. However, SCGroup will not be prevented from disclosing information to its counsel or regular public accountants, or from disclosing information which belongs to such party, or is (a) already known by the recipient party without an obligation of confidentiality; (b) publicly known or becomes publicly known through no unauthorized act of the recipient party; (c) rightfully received from a third party; (d) independently developed without use of the other party's confidential information; (e) disclosed without similar restrictions to a third party by the party owning the confidential information; or (f) required to be disclosed pursuant to a requirement of a governmental agency or legal requirement if SCGroup provides the Company with notice of this requirement prior to disclosure.

Section 7. Service Levels.

7.1 Establishment of Service Levels. Schedule E contains the scope of services and service levels agreed to by the parties. To the extent any desired service level is determined by the parties to be unattainable using commercially reasonable efforts, SCGroup will identify the level of service which is reasonably attainable, the modifications or changes necessary to attain the higher service level and the costs associated with such modifications or changes. Following the initial one year period, the parties will meet as required to evaluate and revise the service levels to the extent appropriate. SCGroup will measure the quality and quantity of the Services actually

delivered. The data obtained by SCGroup will be reviewed and verified by the parties and will be one of the bases for evaluating and possibly revising Schedule E. All such revisions must be agreed to by the Company and SCGroup. If requested, the Company will provide copies of relevant information in its possession to SCGroup to assist in any review or revision of the service levels.

7.2 Failure to Attain Service Levels. If SCGroup fails to attain any service level, SCGroup will (i) promptly investigate the cause of the problem; (ii) prepare a report identifying the cause of the problem and recommending solutions; and (iii) use commercially reasonable efforts to correct the problem and to begin meeting the service levels as soon as practicable.

Section 8. Prevention of Performance. SCGroup shall not be determined to be in violation of this Agreement if it is prevented from performing any Services hereunder, in whole or in part, by the acts or omissions of the Company or a third party or for any other reason beyond its reasonable control, including without limitation acts of God, nature or public enemy, war, civil disturbance, labor dispute, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunication service, or limitations of law, regulations or rules of the Federal, state or local government or of any agency thereof.

Section 9. Software and Other Intellectual Property.

9.1 Company Software. The Company's ownership, license or other right or title to computer software used by the Company ("Company Software") will remain the Company's property and SCGroup will have no ownership interest or other right in such Company Software due to this Agreement or the services provided hereunder, except as provided in this Section. The Company grant to SCGroup, without charge, the limited nonexclusive nontransferable right to access Company Software during the term of this Agreement for the purpose of, and to the extent necessary for, performing the Services.

9.2 SCGroup Software. Software owned by or licensed to SCGroup which is used by SCGroup in providing the Services (collectively, "SCGroup Software") is and will remain SCGroup's property and the Company will have no ownership interest or other right in such SCGroup Software.

9.3 Intellectual Property Rights. If, in the course of providing Services under this Agreement, the Company requests and SCGroup agrees to develop any Software, process, document or other material to the specification of the Company, not being SCGroup Software or an enhancement thereto, and the Company pays all of the Charges associated with such development ("Work Product"), then the copyright or other intellectual property rights and all legal and beneficial rights therein shall belong to the Company. SCGroup hereby assigns to the Company all right, title and interest that arises in SCGroup with respect to such Work Product, including all intellectual property rights related thereto, and SCGroup agrees to take all reasonable steps and execute all documents necessary to perfect title to such Work Product in the Company. SCGroup shall be permitted to access and use such Software, process, document or other material to the extent necessary for the provision of the Services to the Company.

9.4 SCGroup Ownership Rights. Except as provided for in Section 9.3 above, all copyright or intellectual property rights in any Software, process, document or other material created by SCGroup, its employees or agents and all legal and beneficial rights therein shall belong to SCGroup.

Section 10. Termination.

10.1 Termination for Cause. Either party may terminate this Agreement, in whole or in part, by giving written notice to the other party, if such other party materially breaches any of its duties or obligations set forth herein and fails to cure such breach within thirty (30) days of written notice of such breach. If less than all Services are terminated, the parties will equitably adjust the Charges to be paid by the Company hereunder for the remaining Services.

10.2 Terminate for Insolvency. In the event that either party (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations, then the other party may terminate this Agreement at any time upon notice to the other party.

10.3 Termination. The Company may terminate this Agreement by giving written notice to SCGroup at least ten (10) calendar days prior to the effective date, if the Company decides to cancel the insurance policy which is the subject of this Agreement.

Section 11. Disclaimer and Limitation of Liability and Intellectual Property Claims Between Parties.

11.1 DISCLAIMER. EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, NEITHER SCGROUP NOR THE COMPANIES MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, TITLE, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY HARDWARE, SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED UNDER THIS AGREEMENT.

11.2 LIMITATION OF LIABILITY. IN NO EVENT WILL A PARTY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Additionally, the total liability of the parties under or in connection with this Agreement will be limited to the total charges paid by the Company to SCGroup during the

12 months preceding the event which is the subject of the claim (the "Liability Cap"); provided, however, the Liability Cap will not apply with respect to (i) damages occasioned by the willful misconduct or gross negligence of a party, (ii) claims that are the subject of the indemnification provisions set forth herein, or (iii) the failure to pay Charges due and owing to SCGroup under this Agreement.

Section 12. Indemnification.

12.1 This section left intentionally blank.

12.2 By SCGroup. SCGroup shall indemnify, defend and hold the Company, its trustees, officers and employees harmless from and against all damages, losses and reasonable out-of-pocket expenses (including fees) caused by or arising out of any willful misconduct or gross negligence by SCGroup in the performance of its obligations under this Agreement.

12.3 Remedy. Except as otherwise provided in subsection 12.2 hereof, the Company's remedy on account of the failure of SCGroup to render the Services as and when required hereunder shall be to terminate this Agreement and/or to seek damages, but in no event shall such damages exceed the cap set forth in 11.2.

Section 13. Relationship of the Parties.

13.1 Independent Contractor Status. SCGroup is an Independent Contractor. This Agreement will not be construed as creating any partnership, agency relationship or other form of legal association that would impose liability upon one party for the other party?s actions or failure to act. Nor will this Agreement be construed as providing either party with the right, power or authority (express or implied) to create any duty for, or obligation of, the other party.

13.2 Responsibility for Employees. Each party will be responsible for the management, direction and control of its employees and other agents. All SCGroup employees used in performing SCGroup's obligations under this contract shall be employed solely and exclusively by SCGroup, and all Company employees used in performing the Company's obligations under this Agreement shall be employed solely and exclusively by the Company. Thus, SCGroup and the Company shall not be considered a joint or single employer of any employee.

13.3 SCGroup Control of Services. Except where this Agreement expressly provides that SCGroup will perform certain identified Services as agent for the Company, the Services will be under the control, management and supervision of SCGroup.

Section 14. Notices.

14.1 Manner of Delivery. Each notice, demand, request, consent, report, approval or communication (each a "Notice") which is or may be required to be given by either party to the other party in connection with this Agreement and the transactions contemplated hereby, shall be in writing, and given by telecopy, personal delivery, receipted delivery service, or by certified mail, return receipt requested, prepaid and properly addressed to the party to be served.

14.2 Addresses. Notices shall be addressed as follows:

If to the Company:
Regency Realty Corporation
121 West Forsyth Street
Suite 200
Jacksonville, FL 32202
Attention: Bruce M. Johnson

If to SCGroup:
SCGroup Incorporated
7777 Market Center Avenue
El Paso, Texas 79912
Attention: J. Robert Hutchison

14.3 Effective Date of Notice. Notices shall be effective on the date sent via telecopy, the date delivered personally or by receipted delivery service, or three (3) days after the date mailed.

14.4 Change of Address. Each party may designate by notice to the others in writing, given in the foregoing manner, a new address to which any notice may thereafter be so given, served or sent.

Section 15. Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes and sets forth the entire agreement and understanding of the parties pertaining to the subject matter hereof, and no prior or contemporaneous written or oral agreements, understandings, undertakings, negotiations, promises, discussions, warranties or covenants not specifically referred to or contained herein or attached hereto shall be valid and enforceable. No supplement, modification, termination in whole or in part, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 16. Priority. If there is any apparent conflict or

inconsistency between the provisions set forth in this Agreement, and the provisions set forth in any schedule, exhibit, attachment or supplement attached hereto, to the extent possible such provisions will be interpreted in a manner so as to make them consistent. If it is not possible to interpret such provisions consistently, the provisions set forth in the body of this Agreement will prevail.

Section 17. No Third Party Beneficiaries. The parties do not intend, nor will any clause of this Agreement be interpreted to create, for any third party any obligation to or benefit from the Company or SCGroup.

Section 18. Survival. All provisions of this Agreement which contemplate performance or observance following the expiration or earlier termination of this Agreement, will survive any such expiration or earlier termination. Additionally, all provisions of this Agreement will survive the expiration or earlier termination of this Agreement to the fullest extent necessary to give the parties the full benefit of the bargain expressed herein.

Section 19. Consents and Approvals. Where agreement, approval, permission, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action will not be unreasonably delayed, conditioned or withheld.

Section 20. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, each of their respective successors and permitted assigns, but may not be assigned by either party without the prior written consent of the other party, and no other persons shall have or derive any right, benefit or obligation hereunder.

Section 21. Headings. The headings and titles of the various paragraphs of this Agreement are inserted merely for the purpose of convenience, and do not expressly or by implication limit, define, extend or affect the meaning or interpretation of this Agreement or the specific terms or text of the paragraph so designated.

Section 22. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Texas.

Section 23. Severability. If any provision of this Agreement shall be held invalid by a court with jurisdiction over the parties to this Agreement, then and in that event such provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then in that event, to the maximum extent permitted by law, such invalidity, illegality or enforceability shall not affect any other provisions of this Agreement or any other such instrument.

Section 24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

REGENCY REALTY CORPORATION

By:

Bruce M. Johnson
Managing Director/Chief Financial Officer

SCGROUP INCORPORATED

By:

Paul E. Szurek
Managing Director

THIS SCHEDULE CONTAINS SUMMARY INFORMATION EXTRACTED FROM REGENCY
REALTY CORPORATION'S QUARTERLY REPORT FOR THE PERIOD ENDED 3/31/99

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REGENCY REALTY CORPORATION
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