

GENERAL INFORMATION CRITERIA

ARDEN FAIR



MACERICH® THE PLACE TO SHOP

ARDEN FAIR

ADDENDUM LOG

- September 2009
Update to current layout
- April 2012
Changes per TC AVP VP (see documents
in center folder)
- June 2012
Changes per TC-AVP
- March 2014
TC contact info update (gi10)
- April 2015
TC contact info update (gi10)
- February 2016
Data Service contractor Granite Grid
contact info updated
- January 2017
Manual updated to new design
- May 2018
Contractor info updated (gi11)
- January, 2019
Fire Sprinkler, Dumpster Service Energy
Management, Data Service contractor
contact info updated (gi11)
- July, 2019
Updated Fire Alarm contractor contact
info

ARDEN FAIR

PLEASE VISIT
WWW.MACERICH.COM

TO VIEW
PLAN SUBMITTAL & APPROVAL
PROCEDURES
and CONTRACTOR RULES &
REGULATIONS

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ARDEN FAIR



MISSION STATEMENT

Generally, storefront design styles are the provenance of the Tenant. The Landlord provides input towards the full development of the design concept, promotes compatibility with adjacent Tenants and common areas and insures compliance with design criteria.

Criteria applicable to specific areas in the Mall specify certain requirements such as the extent of vertical and horizontal projections, the use of three-dimensional form and proper material use. These criteria are intended to provide a basis for all storefronts to present merchandise in an exciting, promotional fashion.

All areas exposed to public view are subject to a thorough design review and approval process by the Landlord. Tenants must address storefront and interior design, materials, colors, signage and lighting. Additionally, specific architectural criteria, applicable to various locations in the Mall, must be met.

These criteria act as a guide for the design of all work by Tenants in conjunction with the provisions of the Tenant's lease with the Landlord. Furthermore, these criteria are subject to revision by the Landlord and the Landlord's interpretation of these criteria is final and governing. All Tenants should refer to the Technical Criteria for electrical, mechanical, plumbing and life safety information.

Tenants are encouraged to express their own unique design statement within the parameters of the design criteria as outlined in this manual. The design criteria calls for a three-dimensional storefront that carries into the store sales area and is expressive of the merchandise sold.

National and regional "standard" storefront concepts are respected to the extent that they meet the design criteria. However, Tenants should be aware that some concept modifications might be necessary to comply with the Center criteria. The same is true for proposed designs that are overly similar to a neighboring Tenant's storefront design. We wish to make the Mall as diverse and interesting as possible and enable each Tenant to make a singular statement with their design.

Three-dimensional opportunities afforded by the following criteria to emphasize creative and dynamic forms and designs. Storefront elements shall de-emphasize linear or boxy forms by the use of recesses, angles, curves, gables and material changes in both vertical and horizontal views.

VICINITY MAP

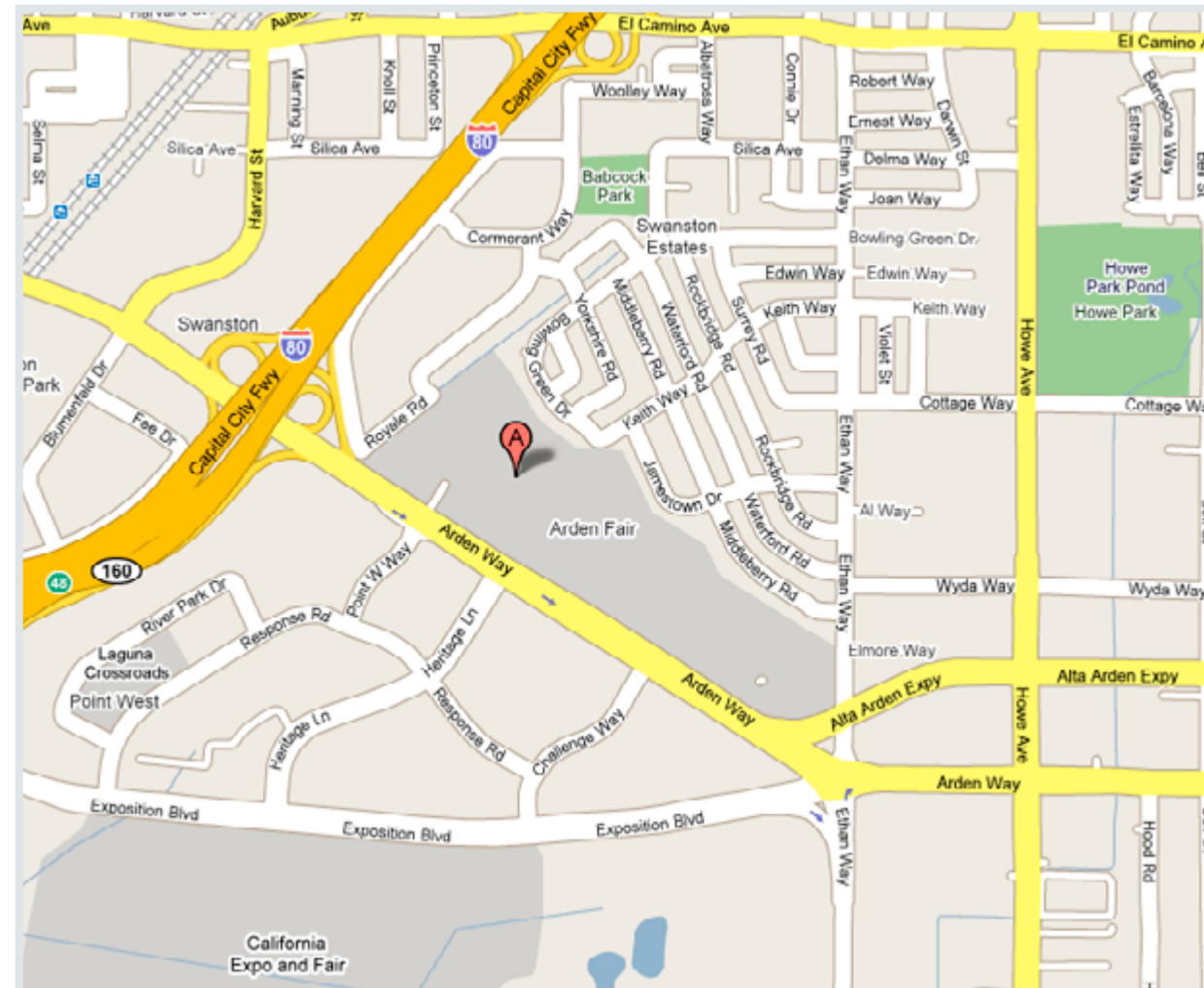
ARDEN FAIR

Mall Address:

1689 Arden Way, Suite 1167
Sacramento, CA 95815
(916) 920-1167 Phone

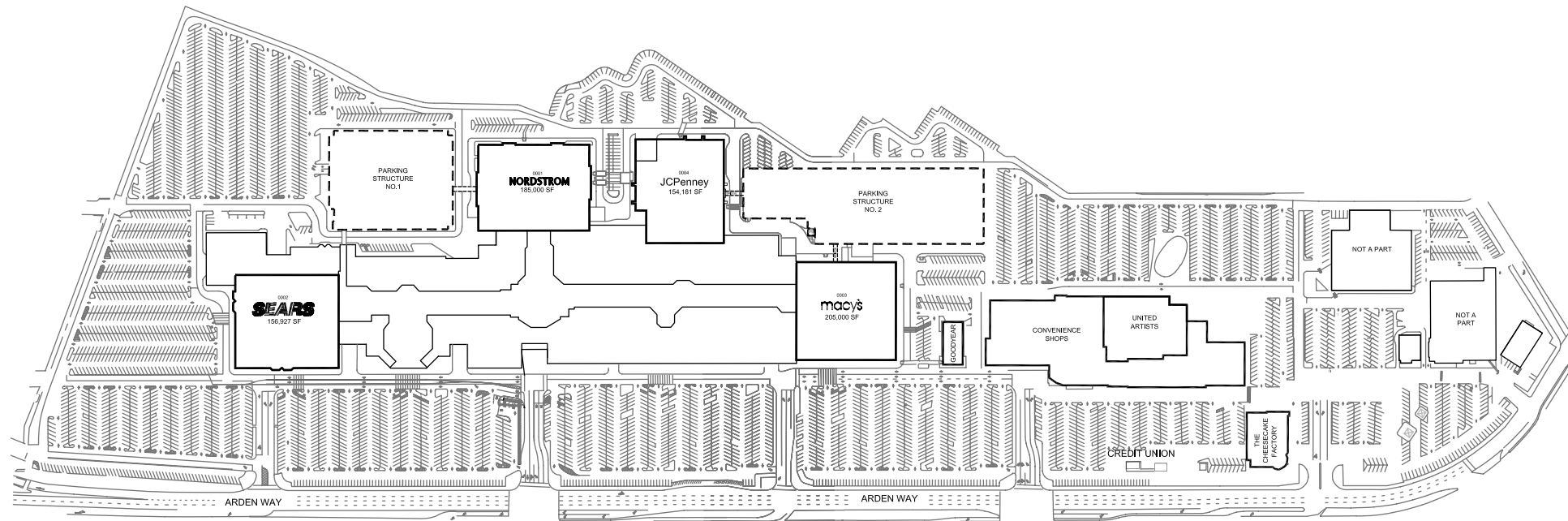
Mall Hours:

Monday - Saturday: 10:00 AM to 9:00 PM
Sunday: 11:00 AM to 7:00 PM



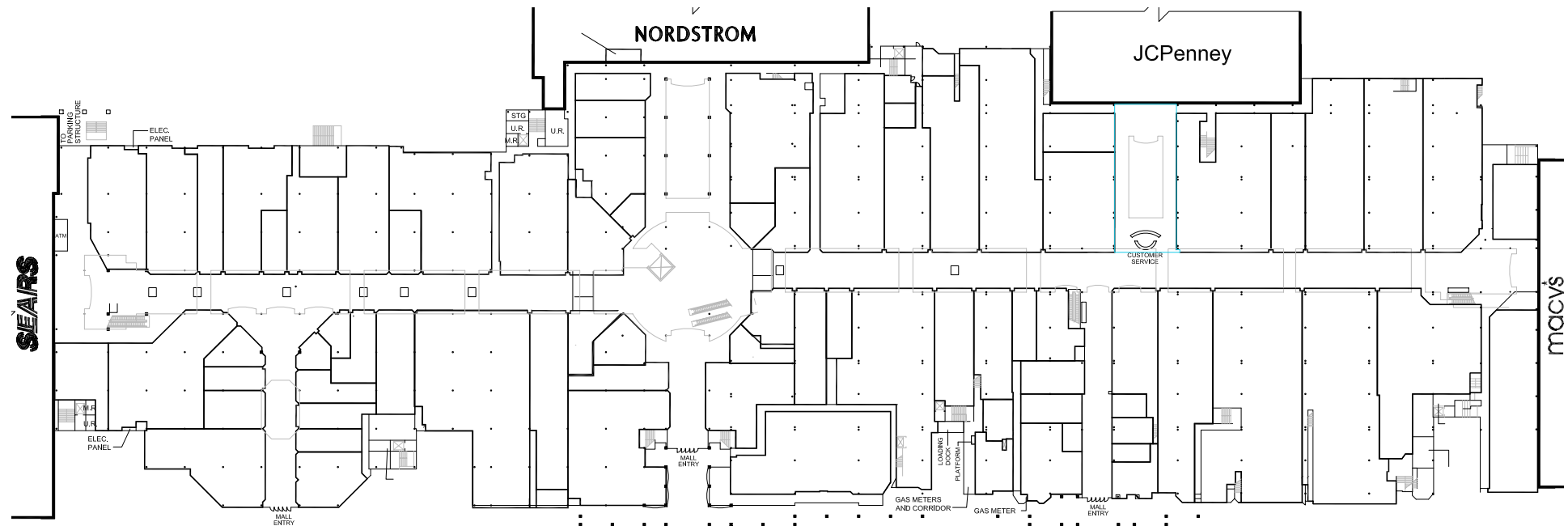
CENTER PLAN

ARDEN FAIR



CENTER PLAN

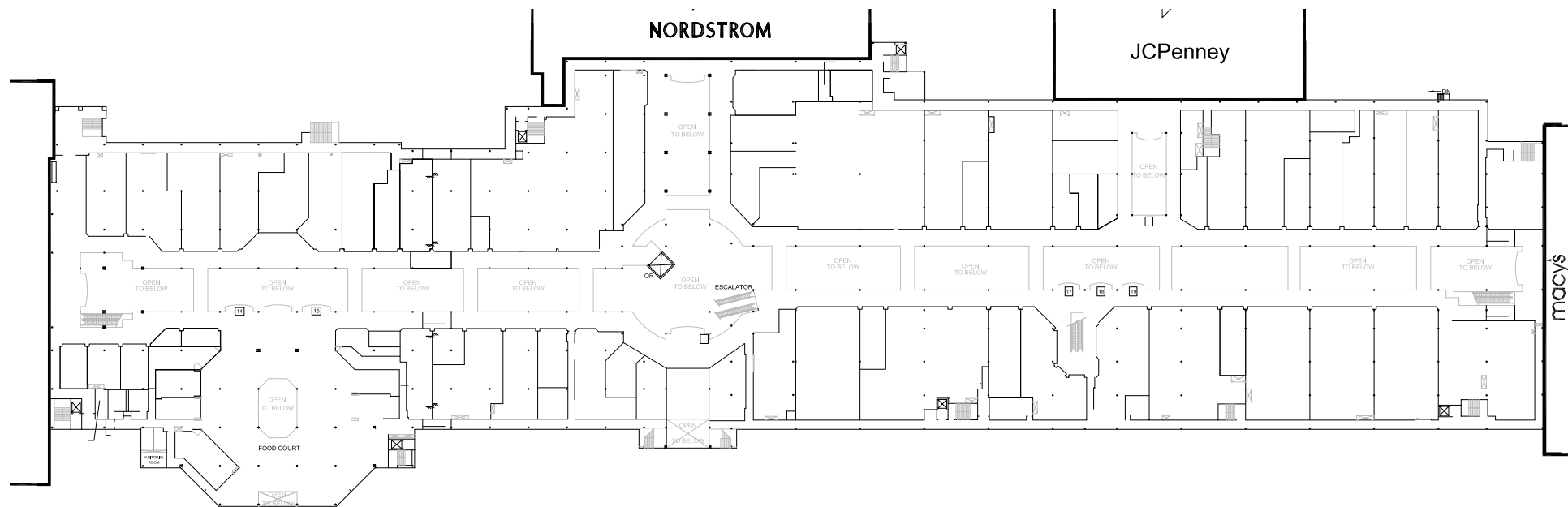
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LOWER LEVEL

CENTER PLAN

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UPPER LEVEL

CENTER VIEWS

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CONTACT DIRECTORY

ARDEN FAIR

Landlord/Owner:

The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
(310) 394-6000 Phone

Tenant Coordinator:

Katie Roudabush, Manager,
Tenant Coordinator
Macerich
11411 N. Tatum Blvd
Phoenix, AZ 85028
(602) 953-6433 Phone
(602) 953-6499 Fax
katie.roudabush@macerich.com

LOCAL UTILITY AGENCIES:

Electric

SMUD
P.O. Box 60000
San Francisco, CA 94160
(916) 732-6618 Phone

Gas

PG&E
P.O. Box 997320
Sacramento, CA 95899-
7320
(800) 743-5000 Phone

Water

Sacramento Suburban
Water District
Stephanie L. Crary
Water Conservation
Coordinator
3701 Marconi Ave., Ste. 100
Sacramento, CA 95821
(916) 679-2890 Phone

Sewer

City of Sacramento Utility
Service
City of Sacramento P.O. Box
2770
Sacramento, CA 95812
(916) 808-5454 Phone

HEALTH DEPARTMENT:

County of Sacramento
Jason Smalley
8475 Jackson Road, Suite
240
Sacramento, CA 95826
(916) 876-7885 Phone

FIRE DEPARTMENT:

Sacramento Fire
Department
Craig Pack
300 Richards Blvd., 2nd
Floor
Sacramento CA 95811
(916) 808-5558 Phone
cpack@sfd.
cityofsacramento.org

BUILDING AND SAFETY:

City of Sacramento
Sean Burke
Building Inspector / FPP
Coordinator
300 Richards Blvd., 3rd
Floor
Sacramento, CA 95811
(916) 808-8370 Phone
(916) 808-5337 Cell
sburke@cityofsacramento.org

ENVIRONMENTAL MANAGEMENT:

County of Sacramento
Countywide Services Agency
Aida Rubio, REHS
Environmental Specialist
10590 Armstrong Ave., Ste. B
Mather, CA 95655
(916) 874-6429 Phone
rubioa@saccounty.net

BUSINESS LICENSING:

City of Sacramento
Business License
915 I Street Room 1214
Sacramento, CA 95814
(916) 808-8500 Phone

MALL REQUIRED CONTRACTORS

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NOTE:

Landlord reserves the right to require the Tenant to use certain contractors for specific types of construction. This list will be updated from time to time. Please verify your contractors with the Operations Manager during the pre-construction meeting.

FIRE ALARM/SPRINKLERS

JCI/Grinnell
Jason Miles
(916) 291-8865 Cell
(916) 283-0318 Office

ELECTRICIAN (For final connections)
SMUD
(877) 622-7683 Phone

ROOFING

Madsen Roof Co.
Christian Madsen
(916) 361-3327 Phone

DUMPSTER SERVICE

Atlas Disposal
Jessica Roush
(916) 288-2787 Phone

ENERGY MANAGEMENT

ICS
Armando Barrozo
9090 Union Park Way,
Suite 109
Elk Grove, CA 95624
(916) 686-5577 Phone
armando@ics1hvac.com

DATA SERVICE

AT&T
Vincent Corso
(916) 213-8044 Phone
vc6920@att.com

ENGINEER / ARCHITECT

Altoon & Porter
Ronald Altoon
444 South Flower Street
48th floor
Los Angeles CA 90071
(213) 225-1900 Phone

BUILDING CODE INFORMATION

ARDEN FAIR

NOTE:

It is the sole responsibility of the Tenant's Architect, Engineer(s) and Contractor(s) to comply with all applicable federal, state, local codes and ordinances for their occupancy type.

BUILDING TYPE:

Two-level regional shopping center of approximately 1,169,477 square feet of Gross Leasable Area.

OCCUPANCY TYPE: Mercantile

CLASSIFICATION:

Covered center building type II-N construction, mercantile, with business, storage.

APPLICABLE CODES:

Currently adopted edition of the Uniform Building Code as amended and adopted by the CITY.

NOTE:

Prior to the commencement of construction, building and other permits shall be obtained by Tenant and posted in a prominent place within the premises. All Tenant improvements must comply with governing building codes in effect at the time the application for the building permit is submitted. The Tenant is required to determine the jurisdiction and comply with all applicable code requirements. The Tenant shall secure their own building permits. All Tenants involved in food sales or service shall submit plans for review and approval by the local health department.

As of July 2018, the City of Sacramento's Community Development Department will require Arden Fair tenants to submit their plans online, after the receipt of the Landlord approval stamp.

Please use these links as resources:

[Plan Preparation:](https://www.cityofsacramento.org/Community-Development/Building/Plan-Review/Plan-Preparation)

<https://www.cityofsacramento.org/Community-Development/Building/Plan-Review/Plan-Preparation>

[Plan Submittal Checklist:](https://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Building/Plan-Review/Electronic-Plan-Check/CDD-0316_EPC-Submittal-Checklist_6-21-2018.pdf?la=en)

https://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Building/Plan-Review/Electronic-Plan-Check/CDD-0316_EPC-Submittal-Checklist_6-21-2018.pdf?la=en

[Plan Submittal Process:](https://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Building/Plan-Review/Electronic-Plan-Check/EPC-QUICK-REFERENCE-SUB-GUIDE_VERSION-3_3-08-2018.pdf?la=en)

https://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Building/Plan-Review/Electronic-Plan-Check/EPC-QUICK-REFERENCE-SUB-GUIDE_VERSION-3_3-08-2018.pdf?la=en

GLOSSARY

COMMON AREA

Any and all areas within the Mall, which are not leasable to a Tenant including public areas, service corridors, etc.

DEMISING WALLS

Common wall between individual Tenant spaces. The wall shall extend from the floor slab to the underside of the roof deck (This does not apply in every case). The demising walls are to maintain a one (1) or two (2) hour fire rating dependent upon the Tenant use and the governing codes.

DESIGN CONTROL AREA “DCA”/DISPLAY AREA

The DCA (Design Control Area) is all areas within the neutral frame and lease lines and areas designated for Tenant’s storefront and sign locations. The DCA is measured from the leaseline or pop out/projected storefront, to a specific distance beyond the innermost point of closure “POC” of the premises and extends the full width and height of the Tenant’s premises. The Tenant is responsible for the design, construction and all costs for work within the DCA. This area has been defined more explicitly in the Architectural Design portion of the Tenant Criteria.

HAZARDOUS MATERIALS

Any substance that by virtue of its composition or capabilities, is likely to be harmful, injurious or lethal. For example: asbestos, flammables, PCB’s, radioactive materials, paints, cleaning supplies, etc.

LEASE LINE

Line establishing the limit of the leasable space. The Premises with all the Floor Area (GLA) provided in the Lease, including the pop out zone. Dimensions of the Tenant premises are determined in the following manner:

- A. Between Tenants: center line of demising wall.
- B. At exterior wall: to outside face of exterior wall.
- C. At corridor(s), stairwells, etc.: to corridor or stairwell side of wall.
- D. At service or equipment rooms: to service or equipment room side of wall.
- E. Neutral pier(s) are NOT subtracted from floor area.
- F. No deduction to the GLA shall be made for any ducts, shafts, conduits, columns or the like within the lease space unless such items exceed one percent (1%) of the GLA in which case the premises shall be subject to a remeasure at the Tenant’s sole cost.

LEASE OUTLINE DIAGRAM “LOD”

At the Landlord’s sole discretion, a Lease Outline Diagram (LOD) may be provided. The LOD shall show the legal extent of the Tenant premises as defined the Tenant Lease and shall include the “Pop out” Zone areas noted in these criteria. The Landlord makes no warranty as to the accuracy of anything shown or represented on the LOD and such information whether shown or not is the responsibility of the Tenant to field verify.

NEUTRAL PIERS/NEUTRAL STRIP

A uniform frame separating the Tenant’s storefront, which may or may not be provided by the Landlord.

POINT OF CLOSURE “POC”

A real or imaginary demarcation such as the center line of the Glass or any Entry Door(s) in their fully closed position.

RECESSED STOREFRONT

Any portion of the storefront located behind the lease line, the area between the lease line, the point of closure (POC) and the storefront shall be considered part of the design control area.

SERVICE CORRIDORS

A part of the common area used primarily for deliveries, employee entrance and fire exits for the Tenant space and generally not used by the public.

Upon the Delivery Date, Tenant shall accept delivery of the premises in an “As Is” condition and “With All Faults” and Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the premises for Tenant’s occupancy except to the extent otherwise expressly stated in the Lease Documents. Tenant hereby represents each of the following:

1. Tenant or its authorized representative has inspected the premises and has made all inquiries, tests and studies that it deems necessary in connection with its leasing of the premises.
2. Tenant is relying solely on Tenant’s own inspection, inquiries, tests and studies conducted in connection with and Tenant’s own judgment with respect to, the condition of the premises and Tenant’s leasing thereof.
3. Tenant is leasing the premises without any representations or warranties, express, implied or statutory by Landlord, Landlord’s agents, brokers, finders, consultants, counsel, employees, officers, directors, shareholders, partners, trustees or beneficiaries.
4. The Work to be completed by Landlord, “Landlord’s Work” under the Tenant Lease shall be limited to that described in the foregoing sections.
5. All other items of work not provided for herein, to be completed by Landlord, shall be provided by the Tenant at Tenant’s expense and is herein referred to as “Tenant’s Work”.

1. Tenant is required to inspect, verify and coordinate all field conditions pertaining to the premises from the time prior to the start of its store design work and the commencement of its construction. Any adjustments to the work arising from field conditions not apparent on drawings and other building documents shall receive written approval of Landlord prior to start of construction.
2. Immediately following the installation by Landlord of metal stud framing defining the premises, the Tenant shall verify the accuracy of said installation and shall immediately advise Landlord of any discrepancies. Failure to so notify Landlord shall be deemed as acceptance by Tenant of said installation and layout.
3. Landlord shall have the right to locate, both vertically and horizontally, utility lines, air ducts, flues, drains, clean outs, sprinkler mains and valves, and such other equipment including access panels for same, within the premises. Landlord's right to locate equipment within the premises shall include the equipment required by other Tenants.
4. Landlord shall also have the right to locate mechanical and other equipment on the roof over the premises.

"Tenant's Work" means all work of improvement to be undertaken upon the Premises (excluding Landlord's Work, if any), including, without limitation, all related documents, permits, licenses, fees and costs, all of which shall be at the sole cost and expense of Tenant. Tenant's Work shall include, without limitation, the purchase, installation and performance of the following:

1. Engaging the services of a licensed architect ("Tenant's Architect") to prepare the Preliminary Documents, Construction Documents and the As-Built Documents.
2. Preparation of originals and copies of the Preliminary Documents, Construction Documents and As-Built Documents.
3. Fees for plan review by Landlord and local governmental authorities.
4. Such other improvements as Landlord shall require per the Lease to bring the Premises into first-class condition based upon Landlord's reasonable standards of appearance, materials, specifications, design criteria and Landlord Approved Final Plans for the Center, as well as that part of the Center in which the Premises are located.

LANDLORD'S WORK DEFINED

GENERAL

Landlord's Work Defined. "Landlord's Work" means the work, if any, which Landlord is expressly obligated to undertake in accordance with the Lease. Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises for Tenant's occupancy.

CENTER

Landlord or its predecessor-in-interest has constructed the Center, and the Building and other improvements upon the Center (exclusive of improvements constructed by or on behalf of each present and prior Occupant of the Center). Tenant has inspected the Center, the Building, the utilities, the types, quantities and qualities of the Utilities and the other systems and Tenant has found the same to be suitable, sufficient and in acceptable condition for the purpose of Tenant conducting the Permitted Use upon the Premises. Landlord shall have no obligation to undertake any work or furnish any additional materials upon any part of the Center or provide any additional utilities or other systems for the benefit of the Premises.

For the purpose of all Tenant Criteria Manuals, all references to Preliminary/Construction "Plans" are considered the same as Preliminary/Construction "Documents".

STANDARD PLAN CHECK NOTES

ARDEN FAIR

1. No Asbestos Materials! All materials used in the construction of this space must be asbestos free.
2. This review does not release the Tenant for the responsibility of conforming to the Design and Construction Criteria as outlined in the lease.
3. Verify in field all existing conditions and dimensions.
4. All work is to be coordinated with Landlord's on-site representative.
5. The Landlord's on-site representative reserves the right to make changes (as required in the field) to the Landlord approved plans.
6. Tenant Contractor shall perform first class workmanship. Acceptance contingent upon Landlord approval.
7. Tenant's General Contractor shall prepare a record set of as-built drawings, which reflect any changes, additions, or deletions to the Landlord approved set of drawings and shall turn them over to the local mall management upon completion of construction.
8. Tenant's General Contractor shall arrange an on-site meeting with local mall management prior to starting any portion of the work, subsequent to Landlord's construction release.
9. After Landlord approval, any additional changes or modifications in the construction documents or tenant improvements must be approved by Landlord in writing.
10. Certain leases state that the tenant takes the space in an "as is condition." Any upgrades (if possible), performed to the space to accommodate the new tenant will be done by the tenant at the tenant's expense. Some Tenant work will be required to be completed by Landlord approved contractors contracted by the Tenant's General Contractor.
11. It is solely the Tenant's responsibility to comply with any and all handicap and ADA requirements as required by the governing authorities having jurisdiction over this project. The Landlord's approval of these plans does not constitute any approval of handicap of ADA requirements.
12. Tenant must verify that there are no wood studs in demising walls and if so, must coordinate with Landlord's on-site representative all required modifications. All partitions shall be of metal stud construction.
13. Any penetrations or modifications to structural steel or concrete must be coordinated with local Landlord authority.
14. All saw cutting/coring of mall flooring must be coordinated with mall on-site representative prior to the start of construction.
15. Do not channel slab on upper level. Core drill only.
16. All floor penetrations must be sleeved and sealed liquid tight.
17. X-rays of proposed floor area may be required per mall management by a Landlord approved licensed X-ray contractor. Verify with mall on-site representative prior to the start of construction.
18. No speakers are permitted within 20'-0" of the lease line. Speaker faces shall be installed perpendicular to the storefront.
19. Existing items to remain are subject to Landlord representative's approval.
20. Items to remain are to be in "like new condition". Landlord may require repair or replacements at Tenant's expense.
21. Existing utilities not being "reused" must be capped/ removed per mall specs.
22. Existing equipment not being "reused" must be removed per mall specs.

STANDARD PLAN CHECK NOTES

ARDEN FAIR

CONTINUED

- 23. Utility upgrades (if possible) will be at Tenant's expense with Landlord approval.
- 24. Provide roll down type waterproof membrane in all toilet rooms under flooring and up walls a minimum of 12". Landlord on-site representative must inspect membrane prior to flooring installation.
- 25. Submit three (3) copies of sprinkler contractor's plan for approval to Landlord or Tenant may not be allowed to open for business.
- 26. The General Contractor must contract with Landlord's approved sprinkler contractor at General Contractor's expense.
- 27. Show existing and relocated sprinkler head locations with final submittal.
- 28. Submit three (3) copies of original sign manufacturer's colored shop drawings to the Tenant Coordinator for Landlord approval prior to the fabrication/installation of signage.
- 29. Tenant Contractor will repaint and/or repair landlord property (neutral piers, bulkhead, rear corridor, etc.) damaged during tenant improvement and complete landlord's punch list items as required by local mall management.
- 30. Match mall tile if available to centerline of storefront closure. Coordinate with local mall management.
- 31. Demising partitions must be covered with fire code type "X" sheetrock and fire taped. Provide sheetrock on demising walls tight to deck or 1'-0" below deck (whichever is applicable) as required by code.
- 32. All slat wall, where allowed, must be backed by 5/8" fire code type "X" sheetrock.
- 33. Support wires for lay-in ceiling grid must not be connected to any of Landlord's mechanical, electrical, plumbing or fire protection piping or equipment. Provide rigid seismic bracing detail.
- 34. Provide structural calculations for the storefront. Floor designed for 75 lbs. per square foot. Also structural calculations required for stock shelving (in stock rooms only), safes, and any other heavy equipment applicable.
- 35. No demo may occur until general contractor meets with Landlord's on-site representative for ACM survey results.
- 36. Tenant storefront must be self-supported. Storefront cannot be suspended from mall soffit.
- 37. Wood blocking, decking and framing is allowed only below the ceiling line and if it is milled – stamped fire retardant.
- 38. All raised platforms must be constructed of non-combustible materials.
- 39. Tenant is liable for compliance with all requirements of Landlord's fire protection engineers during original construction and all subsequent field inspections.
- 40. Landlord cannot guarantee that internal changes have not occurred since these plans have been prepared. It is the responsibility of the Tenant's architect to field check all dimensions and conditions prior to and during construction.
- 41. All materials must meet flame spreads of less than 25 on unsprinkler areas above ceiling, 75 on storefront, and 200 in sprinklered areas.
- 42. All ceiling material must have class "A" fire rating.
- 43. For a remodel tenant – all reused materials and equipment must be refurbished to "like new" condition.
- 44. Food Court Tenant – Provide waterproof membrane and perform water test, per mall requirements.

STANDARD PLAN CHECK NOTES

ARDEN FAIR

CONTINUED

- 45. Lower Level Phase 1 Tenants – (Between Columns A–N) Abandon water, power and phone and connect to new all wood, abandoned conduits. VAV boxes etc. to be removed by tenant.
- 46. Lower level Tenants – Top of storefronts must be finished to match storefront material. Painted gyp Board will not be allowed.
- 47. No construction hung from roof deck.
- 48. Theft deterrent systems must be concealed from public view. No pedestal type allowed.
- 49. Wall which support wall mounted fixtures or soffits must be braced.
- 50. Patch and repair all fireproofing damaged or removed during TI work.
- 51. Landlord's responsibilities are defined in the lease only.
- 52. All penetrations through the roof shall be performed by the LL's roofing contractor at Tenant's expense. Tenant shall have a structural engineer review, design and certify all new roof opening. Fireproof as required.
- 53. All work must be performed per the criteria and as instructed by LL's on-site rep.
- 54. Stock Room: Specify 4" high vinyl letters in red underlined at 10'-6" AFF "DO NOT STORE ABOVE THIS LINE".
- 55. Mechanical, Electrical & Plumbing Sheets:
- 56. Tenant is permitted 1.5 cfm per square foot from Landlord system. Must adjust drawings/schedules accordingly.
- 57. Tenant shall provide heating and cooling load calculations to mall management.
- 58. Tenant must provide 24" x 24" access panels. Coordinate with mall on-site representative for location/placement prior to the start of construction.
- 59. Tenant is required to connect to Landlord central fire alarm system and smoke evacuation system.
- 60. Sprinkler heads in gypsum board must be fully recessed with blow off caps.
- 61. Semi-recessed elsewhere.
- 62. Provide floor drain in toilet area with cleanout and exhaust fan.
- 63. Relief valve drain for hot water heater must be piped to nearest drain.
- 64. Lower level Tenants – Keep domestic water line in walls. Coordinate work with Landlord's on-site representative.
- 65. Panel loads shall be balanced within 10%.
- 66. Submit two (2) copies of the air balancing report to on-site Operating Manager prior to opening of tenant space.
- 67. Storefront lighting and signage to be on a 7 day, 24 hr. time clock operation.
- 68. Tenant to provide NEW water sub meter required in cubic feet. Mount either in wall with access panel or above with remote reader below. Must be easily accessible to mall personnel.
- 69. Tenant must connect to Landlord's mechanical system. Coordinate work with Landlord's on-site rep.
- 70. Contractor to check plumbing lines before leaving site. All lines must be clear of debris.

STANDARD PLAN CHECK NOTES

ARDEN FAIR

CONTINUED

- 71. All MEP plans: Review all LL requirements and install all materials and equipment as directed by LL's on-site rep.
- 72. Provide signed structural calculations and details to support rooftop HVAC unit.
- 73. Electrical service requested by Tenant is subject to approval by LL's on-site rep.
- 74. Tenant will confirm size of existing electrical service and ensure that it is satisfactory for the Tenant's conditions before work commences.