

GENERAL INFORMATION CRITERIA

WILTON MALL AT SARATOGA



MACERICH® THE PLACE TO SHOP

WILTON MALL AT SARATOGA

PLEASE VISIT
WWW.MACERICH.COM

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

TABLE OF CONTENTS

GENERAL MALL INFORMATION

Mission Statement	gi3
Vicinity Map, Site Plan, Key Design Plan	gi4-gi6
Center Views	gi7
Contact Directory, Mall Required Contractors	gi8-gi9
Building Type & Code Information	gi10
Glossary	gi11
Condition of Premises	gi12
Field Conditions	gi13
Tenant’s Work Defined	gi14
Landlord’s Work Defined	gi15



WILTON MALL AT SARATOGA



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 Wilton Mall at Saratoga 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.

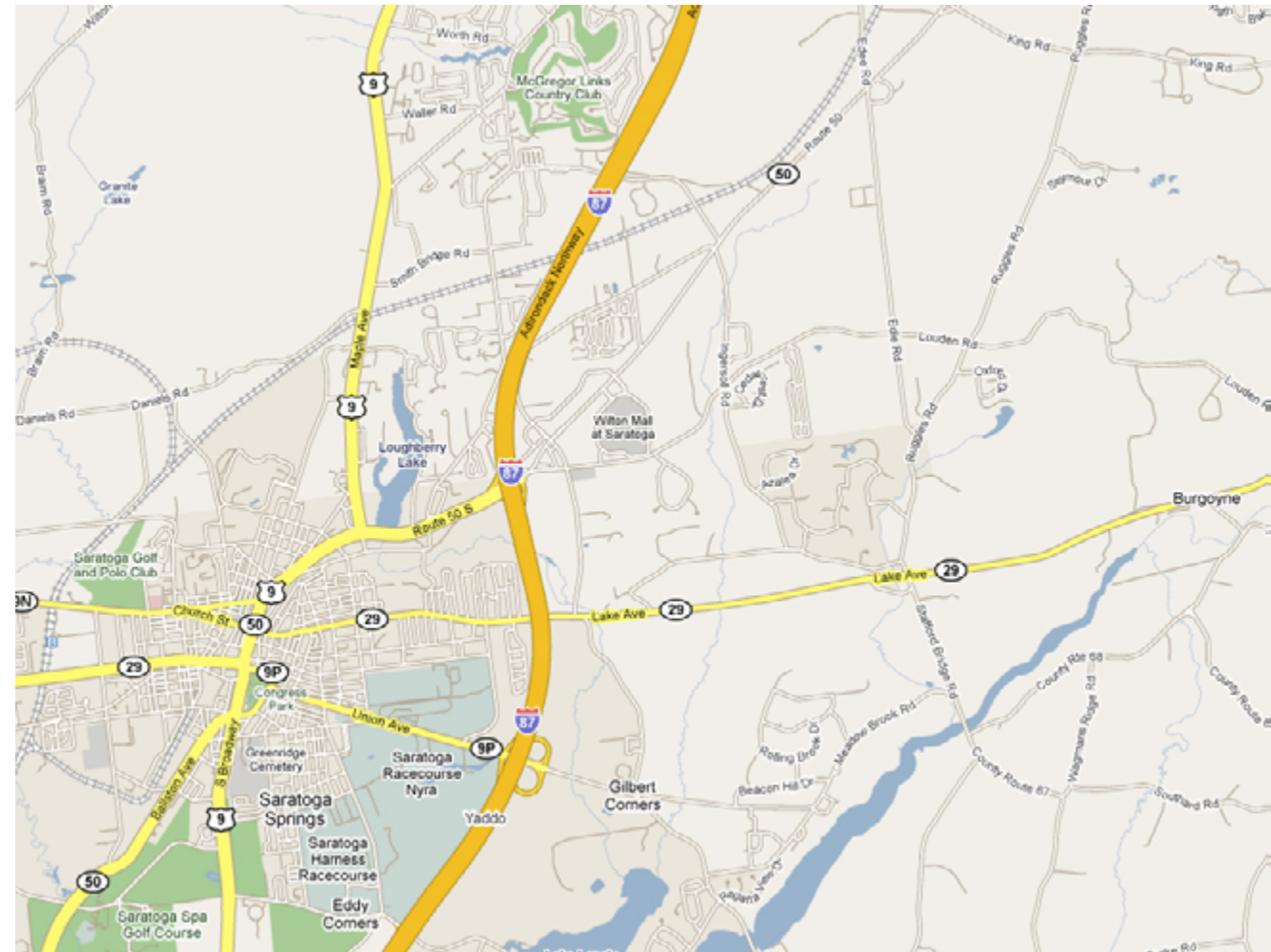
VICINITY MAP

WILTON MALL AT SARATOGA

Mall Address:

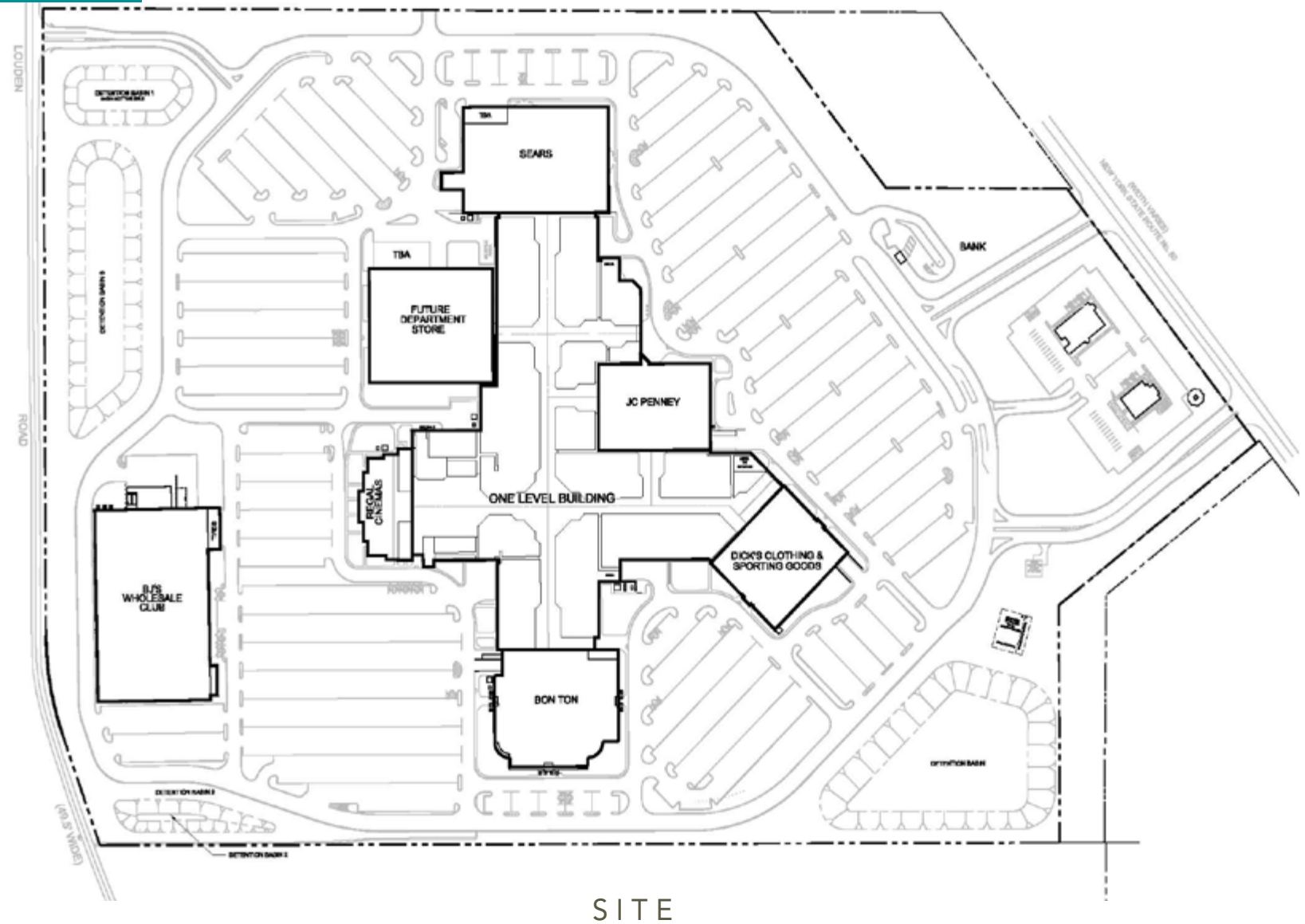
3065 Route 50
Saratoga Springs, New York 12866
(518) 583-2138 Phone
(518) 583-7818 Fax

Monday - Saturday: 10:00 AM to 9:30 PM
Sunday: 11:00 AM to 6:00 PM
Holiday: Varies



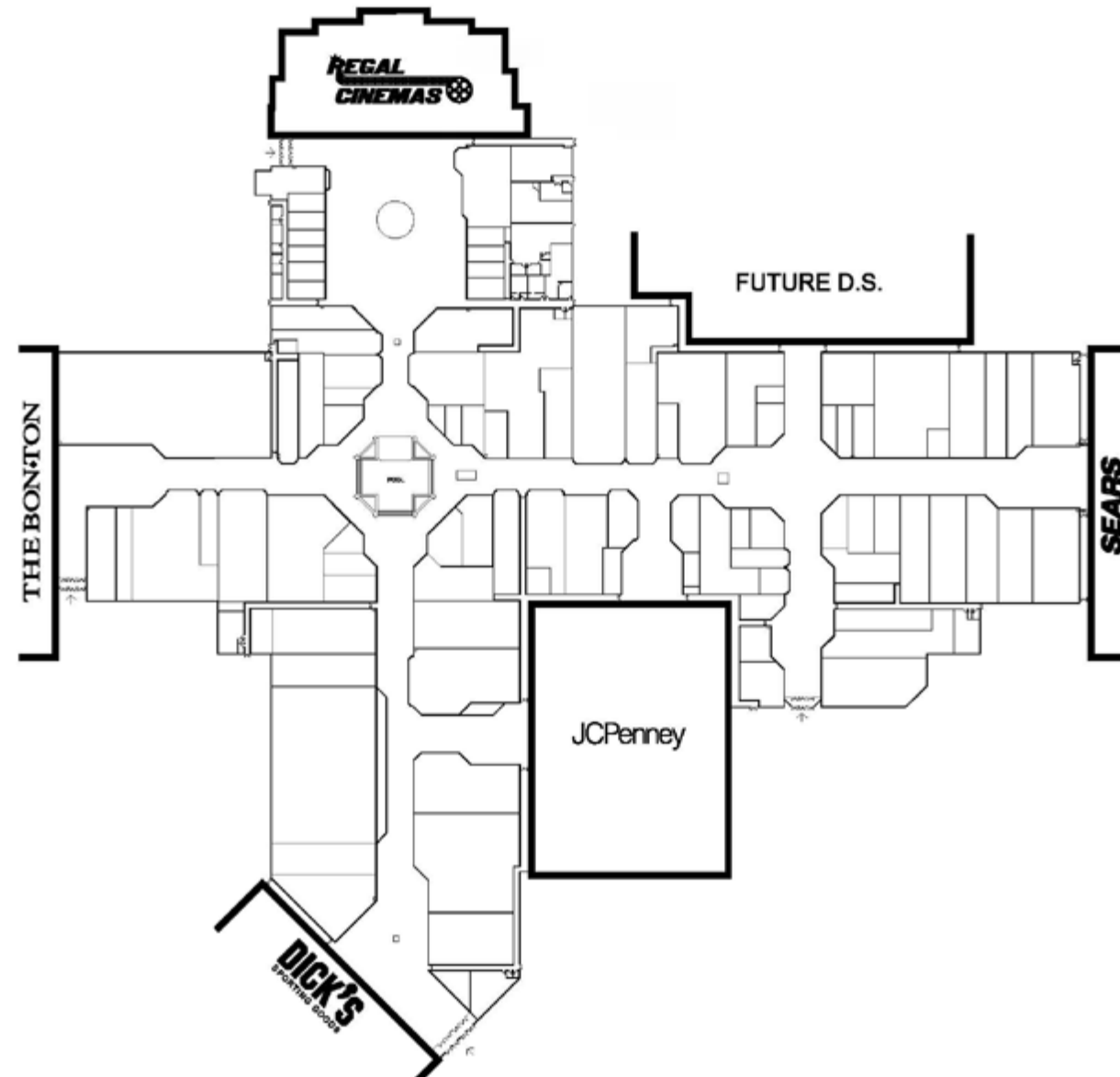
SITE PLAN

WILTON MALL AT SARATOGA



CENTER PLAN

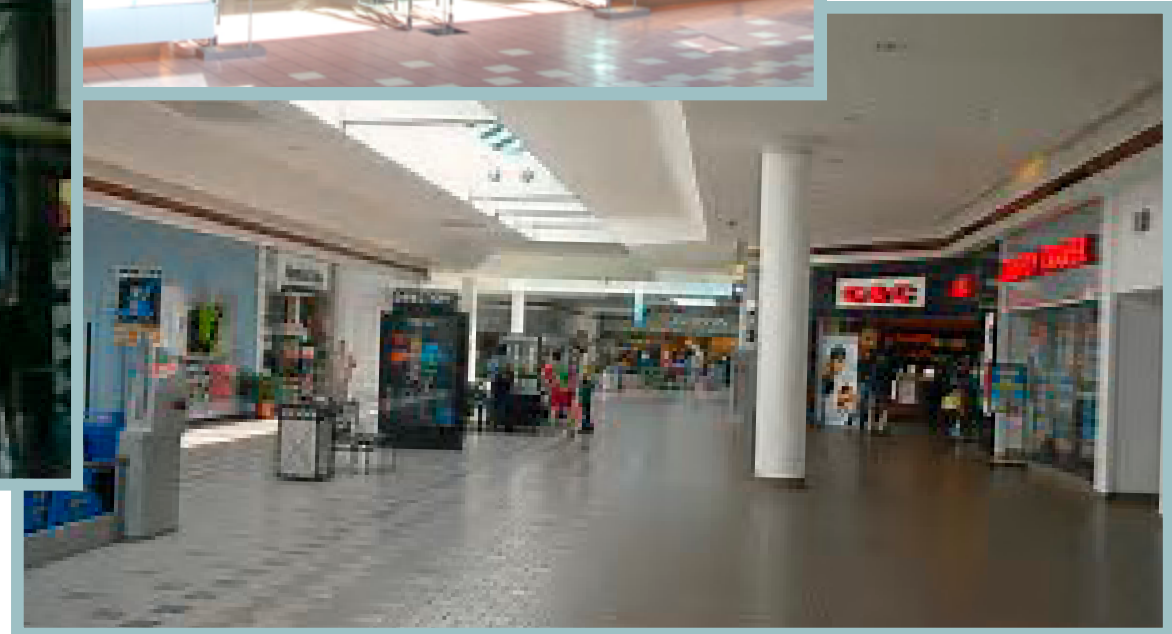
WILTON MALL AT SARATOGA



DESIGN KEY PLAN

CENTER VIEWS

WILTON MALL AT SARATOGA



CONTACT DIRECTORY

WILTON MALL AT SARATOGA

Landlord/Owner:

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

Tenant Coordinator:

Lisa Kennedy, Manager
Tenant Coordination
Macerich
1162 Pittsford-Victor Road, Suite 100
Pittsford, NY 14534
(585) 249-4462
Lisa.Kennedy@macerich.com

LOCAL UTILITY AGENCIES:

Electric / Gas

National Grid
300 Erie Boulevard West
Syracuse, New York 13202
(800) 637-2270 Phone

Water / Sewer

Wilton Water and Sewer
Authority
20 Traver Road
Gansevoort, New York 12831
(518) 581-8626 Phone
(518) 584-3843 Fax

Refuse

Waste Management
PO Box 207
Amsterdam, New York 12010
(800) 476-6571 Phone
(518) 842-1055 Fax

Cable TV

Time Warner
174 West Avenue
Saratoga Springs
New York 12886
(518) 869-5500 Phone

HEALTH DEPARTMENT:

Glens Falls District Office
NYS Department of Health
282 Glen Street
Glens Falls, New York 12801
(518) 793-3893 Phone

FIRE DEPARTMENT:

Saratoga Fire Department
613 Maple Avenue
Saratoga Springs
New York 12866
(518) 584-1401 Phone

BUILDING AND SAFETY:

Town of Wilton
20 Traver Road
Gansevoort, New York 12831
(518) 587-1939 Phone
(518) 587-2837 Fax

BUSINESS LICENSING:

State of New York
Licensing Bureau
41 State Street
Albany, New York 12231
(518) 474-6740 Phone
(518) 473-9211 Fax

LIQUOR LICENSING:

State of New York, Zone 2
8 South Swan Street
Albany, New York 12210
(518) 474-3114 Phone

MALL REQUIRED CONTRACTORS

WILTON MALL AT SARATOGA

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 SPRINKLERS

SRI Fire Sprinkler
1060 Central Avenue
Albany, New York 12205
(518) 459-2776 Phone
(518) 459-0068 Fax

ELECTRICIAN (FOR FINAL CONNECTIONS)

Brady Contracting Services
9 Collines Drive
Glenville, New York 12302
(518) 393-4503 Phone
(518) 393-4503 Fax

ROOFING

James A. Edgar
2990 Amsterdam Road
Scotia, NY 12302
(518) 346-8896 Phone

DATA SERVICE

Rob Norton
Granite Services
(781) 884-5545 Phone
rnorton@granitenet.com

BUILDING CODE INFORMATION

WILTON MALL AT SARATOGA

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:

Single level regional shopping center of approximately 661,160 square feet of gross leasable area.

OCCUPANCY TYPE: Mercantile

CLASSIFICATION:

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

BUILDING CODE INFORMATION:

The following is a general reference list of applicable codes. 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.

APPLICABLE CODES:

International Building Code

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.

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.

CONDITION OF PREMISES

WILTON MALL AT SARATOGA

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, or 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 or to be completed by Landlord, shall be provided by the Tenant at Tenant’s expense and is herein referred to as “Tenant’s Work”.

FIELD CONDITIONS

WILTON MALL AT SARATOGA

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, cleanouts, sprinkler mains and valves and such other equipment including access panels for same, within the premises.
4. Landlord's right to locate equipment within the premises shall include the equipment required by other Tenants. Landlord shall also have the right to locate mechanical and other equipment on the roof over the premises.

TENANT'S WORK DEFINED

WILTON MALL AT SARATOGA

“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

WILTON MALL AT SARATOGA

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.