



MACERICH®

The Promenade at Casa Grande

1005 N Promenade Pkwy Casa Grande, AZ 85294



Tenant Design Criteria

Section **gi** General Information Criteria
Updated: September 2016



ADDENDUM LOG

August, 2011

Manual generated

September, 2011

Contractors' contact information updated (gi10-gi11)

August, 2015

TC contact information updated (gi8)

February, 2016

Data Service contractor Granite Grid contact info updated

September, 2016

TC contact information updated (gi8)



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PLAN SUBMITTAL & APPROVAL PROCEDURES and
CONTRACTOR'S RULES & REGULATIONS**

MISSION STATEMENT

The retail environment is primarily influenced by two factors: 1) Overall setting (Mall common areas); and 2) Individual components (Tenant storefronts). Both affect the perception of The Promenade at Casa Grande as a prime retail establishment.

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.

THE PROMENADE AT CASA GRANDE

The Promenade at Casa Grande (the "Project") is located at the northeast corner of Florence Boulevard (State Route 287) and Interstate 10 in the City of Casa Grande. The Project is located on approximately 128 acres and will be comprised of approximately 1 million square feet of retail space at full build-out. It is anchored by department stores, value-oriented stores, and a movie theater. The remainder of the tenants will be represented by restaurants and a blend of local and national retailers.

The principal goal of the Project is to provide a quality shopping experience to the local community and Pinal County in general through a unique design approach.

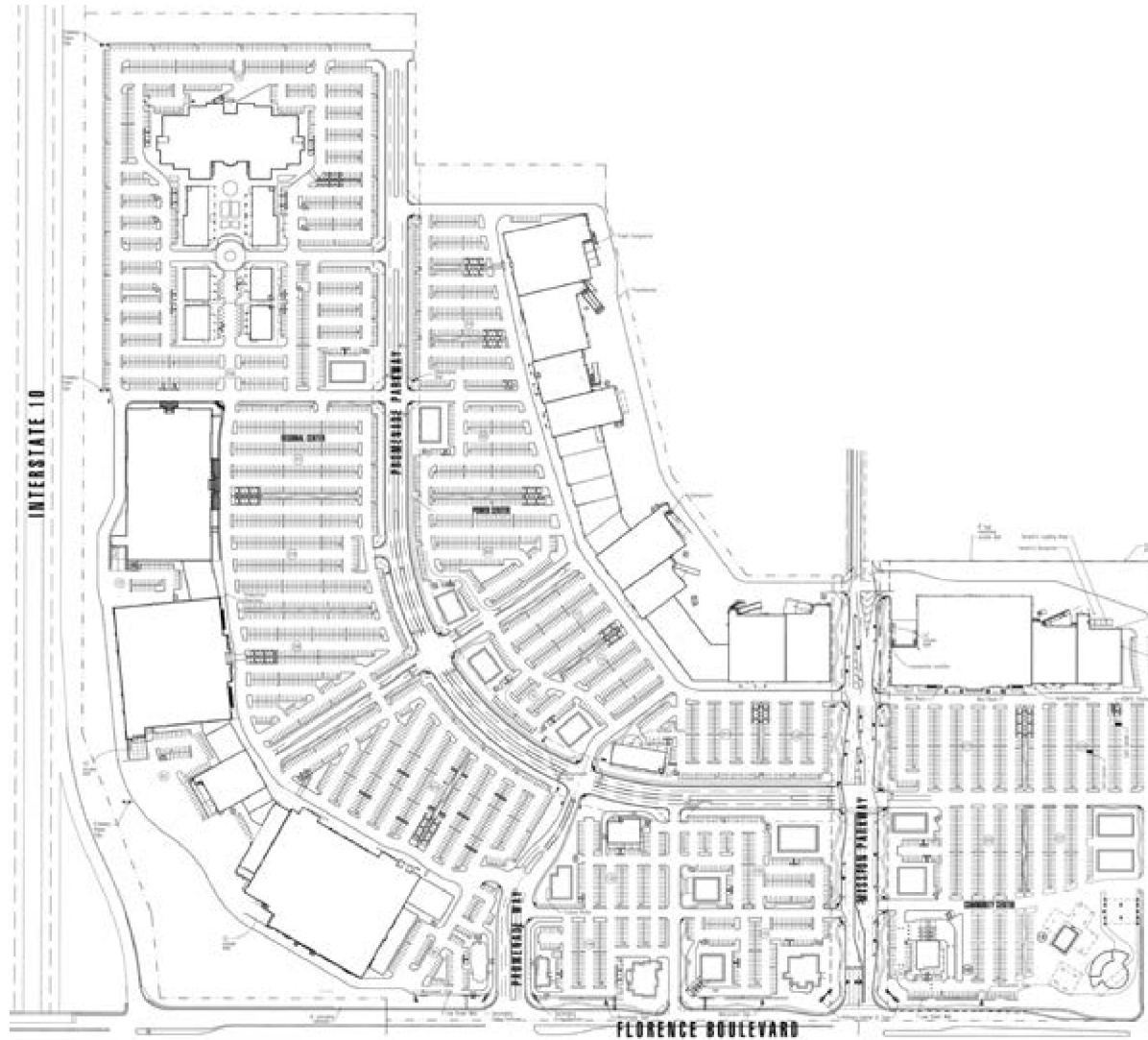
The search for an architectural style is a result of research of cultural, architectural, and geographical studies of the region. We feel the architecture needs to be drawn from this region, not just mimic any specific style. It needs to reflect the vernacular of the surrounding community, the natural beauty of the surrounding desert, the light, the shadow and the color. All of these elements are embedded in the root of local architecture. Boldness of the forms, shaded spaces and regional colors have been implemented throughout the entire Project. The building materials used are integral colored masonry block, concrete panels with accents, stucco and metal. The base colors are earth tones with muted accent colors.

The landscape will create a cool and shaded shopping environment, with lush turf at select points, parkways and main streets. In combination with shade trees and vertical palms, the gathering areas will provide an oasis for shoppers.

The design of the entire development has three main districts: a regional center, a community center and a power center. All three areas have great visibility and easy access from and to Florence Boulevard and Interstate 10.

gi5

SITE PLAN



CENTER VIEWS



Tenant Design Criteria

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General Mall Information

CONTACT DIRECTORY

OWNER / DEVELOPER:

WDP Partners
11411 N. Tatum Blvd.
Phoenix, AZ 85028
Contact: Todd Chester
Phone: (602) 953-6224
FAX: (602) 953-6298

Westcor / Macerich Company
11411 N. Tatum Blvd.
Phoenix, AZ 85028
Contact: Paul S. Rypma
Phone: (602) 953-6585
FAX: (602) 953-1964

TENANT COORDINATOR:

Kris Vesely, Manager
Tenant Coordination
Macerich
11411 N. Tatum Blvd.
Phoenix, AZ 85028
(602) 953-6708 Phone
(602) 953-8315 Fax
kris.vesely@macerich.com

CIVIL ENGINEER:

Kimley-Horn & Assocs., Inc.
7878 N. 16th Street, #300
Phoenix, AZ 85020
Contact: Pat Lowry
Phone: (602) 906-1352
FAX: (602) 997-9764

GEOTECHNICAL ENGINEER:

GEC — SA&B
2801 S. 35th Street
Phoenix, AZ 85034
Contact: Chet L. Pearson, P.E.
Phone: (602) 393-4800
FAX: (602) 393-4801

LANDSCAPE ARCHITECT:

ARC Studios, a Division of TMHS
6300 E. El Dorado Plaza, #A220
Tucson, AZ 85715
Contacts: Todd Mumma, RLA / Eric Barrett
Phone: (520) 882-9655
FAX: (520) 882-4307

SITE LIGHTING:

Dale E. Walker & Company, Inc.
4518 N. Twelfth Street, #201
Phoenix, AZ 85014
Contact: Mark Bentley
Phone: (602) 222-9360
FAX: (602) 279-0825

GRAPHICS & SIGNAGE:

Bleier Industries, Ltd.
2030 West Desert Cove Ave.
Phoenix, AZ 85029
Contact: Paul Bleier
Phone: (602) 944-3117
FAX: (602) 395-0753

DEVELOPER'S SITE WORK

GENERAL CONTRACTOR:

Infrastructure Dynamics, Inc.
Contact: Paul Fleager
2020 S. McClintock Dr., #109
Tempe, AZ 85282
Phone: (480) 784-4441
FAX: (480) 784-4888

DEVELOPER'S BUILDING

GENERAL CONTRACTOR:

Adolfson & Peterson
5002 South Ash Ave.
Tempe, Arizona 85282
Contact: Ben Shunk
Phone: (480) 345-8713
FAX: (480) 448-2872

CONTACT DIRECTORY (cont'd.)

GOVERNING AGENCIES:

City of Casa Grande
City Hall Building
510 E. Florence Blvd.
Casa Grande, AZ 85222-4100

Building Dept.

Contact: Brad Johnson
Phone: (520) 421-8630
FAX: (520) 421-8631
Code Enforcement: (520) 421-8685
Inspection Line: (520) 421-8684

Engineering Dept./Public Works

Contact: Kevin Louis
Phone: (520) 421-8622
FAX: (520) 421-8626

Planning & Zoning Dept.

Contact: Rick Miller
Phone: (520) 421-8637
FAX: (520) 421-8631

Pinal County

Environmental Health Division

31 N. Pinal Street, Bldg. F
Florence, AZ 85232
Contact: Pat Trafelet
Phone: (520) 866-6559
FAX: (520) 866-6007

UTILITIES DIRECTORY

Cable Television
Cox Communications
1550 W. Deer Valley Road
Phoenix, AZ 85027
Contact: Michael Thibodeaux
Phone: (623) 328-3438
FAX: (623) 322-7500
E-mail: michael.thibodeaux@cox.com

Electric Company — Pinal County

Electric District No. Two
Mailing address:
P.O. Box 548
Coolidge, AZ 85228
Contact: Tom Martin
Phone: (520) 723-7741
Phone: (800) 259-1306
FAX: (520) 723-5252

GAS COMPANY

Southwest Gas Corporation
201 W. 4th Street
Casa Grande, AZ 85222
Contact: Josie Isom
Phone: (520) 421-1673
Contact: Doug Wilcher
Phone: (520) 836-8251 / (520) 840-0542
FAX: (520) 836-7836

TELEPHONE / DSL COMPANY

Qwest
13333 W. Selma Highway
Casa Grande, AZ 85222
Contact: Rick Peters
Phone: (520) 836-1997
Phone: (800) 244-1111
FAX: (520) 836-2006

WATER COMPANY

Arizona Water Company
Mailing address:
P.O. Box 11030
Casa Grande, AZ 85230-1030
Contact: Jerry Drexel
Phone: (520) 836-8785
FAX: (520) 836-2850

REQUIRED CONTRACTORS

FIRE SPRINKLERS

Aero Automatic Sprinkler Co.
(602) 763-2890

FIRE ALARM

Apollo Systems
(623) 463-6300

ELECTRICIAN (FINAL CONNECTIONS)

Rehco Electric
(602) 377-2983

ROOFING

Roof USA
(602) 353-0098

DUMPSTER SERVICE

IEM
Bert Sprenderger
11625 Rainwater Dr., Ste., 200
Alpharetta, GA 30009
(480) 710-6453

DATA SERVICE

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

BUILDING TYPE

Single level regional shopping center of approximately 933,624 square feet of Gross Leasable Area.

Classification:

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

Occupancy Type: Mercantile

BUILDING CODE INFORMATION

CODE REFERENCES

Center will be designed to 2003 IBC

Current

June / July 2006

2003 International Building Code

2002 National Electric Code

2003 International Plumbing Code / 1994 Uniform Plumbing Code

2004 International Fire Code

2003 International Fuel / Gas Code

High Pile Storage

2003 IBC, Section 2208

Plan Check Submittals Requirements

Building Department:

see attached & ***note requirements for Restaurants, County approval is required prior to the building permit being issued.***

County Health Department:

1 set of complete plans

1 Food Packet completed

1 Application and Fee \$225.00

1 Menu

**** No indoor grease interceptors are allowed.***

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.

GLOSSARY (cont'd.)

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

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”.

FIELD CONDITIONS

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.
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

"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:

Engaging the services of a licensed architect ("Tenant's Architect") to prepare the Preliminary Documents, Construction Documents and the As-Built Documents.

- A. Preparation of originals and copies of the Preliminary Documents, Construction Documents and As-Built Documents.
- B. Fees for plan review by Landlord and local governmental authorities.
- C. 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".