

# GENERAL INFORMATION CRITERIA

## CROSS COUNTY SHOPPING CENTER



MACERICH® THE PLACE TO SHOP

## ADDENDUM LOG

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June, 2009  
Full update

February, 2010  
TC contact information updated

July, 2010  
Contractor info revised (pg gi10)

October, 2012  
Union requirement language updated. (gi11)

February, 2013  
Union requirement language updated. (gi11)

April, 2013  
Union requirement language updated per VP request (gi11)

July, 2013  
Updated Tenant's Work Defined area per TC request (gi16)

December, 2014  
TC Contact info updated

September, 2015  
Updated Working Environment to change language to current local building trades union. (gi11)

January, 2016  
TC Contact info updated (gi9)

February, 2016  
Data Service contractor Granite Grid contact info updated

April, 2016  
TC contact information updated (gi9)  
Updated Fire Alarm contact information (gi10)

May, 2017  
TC contact information updated (gi9)

June, 2017  
Updated Layout

March, 2019  
Rochester office address updated.

# CROSS COUNTY SHOPPING CENTER

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

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# 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 Cross County Shopping Center 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 Cross County Shopping 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.



## CROSS COUNTY SHOPPING CENTER



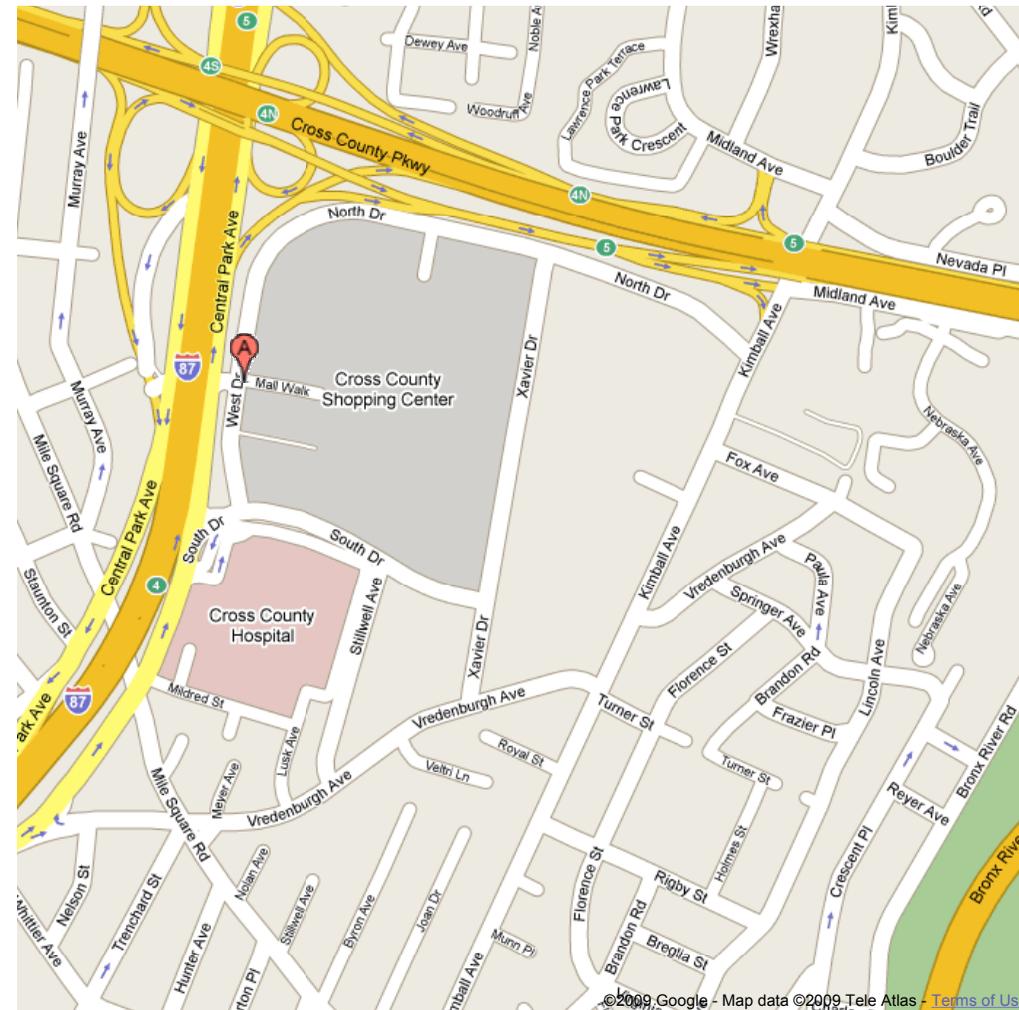
# VICINITY MAP

**Mall Address:**

6 Xavier Drive  
Yonkers, NY 10704  
(914) 968-9570 Phone  
(914) 423-7760 Fax

**Mall Hours:**

Monday - Saturday: 10:00 AM to 9:30 PM  
Sunday: 11:00 AM to 7:00 PM  
Holidays: Varies







# CENTER VIEWS

## CROSS COUNTY SHOPPING CENTER



# CONTACT DIRECTORY

## CROSS COUNTY SHOPPING CENTER

### Landlord/Owner:

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

### Tenant Coordinator:

Laura Lloyd, VP Tenant Coordination  
Macerich  
1162 Pittsford-Victor Road, Suite 100  
Pittsford, NY 14534  
(585) 249-4454 Phone  
(585) 218-9849 Fax  
laura.lloyd@macerich.com

### LOCAL UTILITY AGENCIES:

#### *Electric / Gas*

Con Edison  
Cooper Station  
P.O. Box 138  
New York, NY 10276  
Contact: Laura Thurston  
(914) 925-6588 Phone  
thurstonl@coned.com

#### *Water*

Westchester County Water  
Agency  
(Department of Environmental  
Facilities)  
148 Martine Avenue Rm 305  
White Plains, NY 10601  
(914) 995-6276 Phone

#### *Phone*

Verizon  
Dominique Charles-Martin  
(914) 422-8308  
dominique.charles-martin@  
verizon.com

#### *Trash*

International Environmental  
Management  
Myra Blake  
(770) 667-7270, ext. 516  
myra.blake@iemresources.com

### HEALTH DEPARTMENT:

Westchester County  
Department of Health  
Yonkers District Office  
20 South Broadway  
Yonkers, New York 10701  
(914) 213-2975 Phone

### BUILDING AND SAFETY:

City of Yonkers  
Department of Building &  
Housing  
87 Nepperhan Avenue,  
5th Floor  
Yonkers, New York 10701  
(914) 377-6557 Phone  
(914) 377-6552 Fax

### FIRE DEPARTMENT:

City of Yonkers Fire  
Department  
5-7 New School Street  
Yonkers, New York 10701  
(914) 231-2975 Phone

### BUSINESS LICENSING:

Westchester County Clerk  
(914) 995-3080 Phone

### LIQUOR LICENSING:

City of Yonkers  
Office of the City Clerk  
(914) 377-6020 Phone

# MALL REQUIRED CONTRACTORS

## CROSS COUNTY SHOPPING CENTER

**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.*

*Westchester County and the surrounding New York City area is predominately a Union Labor area. Tenants are required to use local union building trades for all construction at Cross County Shopping Center.*

**FIRE SPRINKLERS**

Collins Plumbing  
3500 Heathcote Ave  
Bronx, NY 10475-1208  
(718) 696-4190  
Contact: Mike Collins

**FIRE ALARM**

General Security  
100 Fairchild Avenue  
Plainview, NY 11803  
Mary O'Neil  
(516) 414-4115

**ROOFING**

Chris Andersen Roofing and Erecting  
(Bldgs. 1,2,3,5,5A,6)  
Nabil Elmachtoub (Owner)  
117 Smith St  
Perth Amboy, NJ 08861-4345  
(732) 826-1250 Phone  
(732) 921-1016 Cell  
[caroofs11@verizon.net](mailto:caroofs11@verizon.net)

Hudson Valley Roofing & Sheet Metal Inc.  
(Bldg. 8)  
Mike Nunes  
214 MacArthur Avenue  
New Windsor, NY 12553  
(845) 565-6700 Phone  
(845) 565-9146 Fax  
[mnunes@hvrsrm.com](mailto:mnunes@hvrsrm.com)

**DUMPSTER SERVICE**

Suburban Carting Corp.  
566 North State Rd.  
Briarcliff Manor, NY 10510  
(914) 698-4300 Phone  
(914) 914-873-8270 Fax

**DATA SERVICE**

Rob Norton  
Granite Services  
(781) 884-5545

**ENGINEERS OF RECORD:**

**ARCHITECT (BASE BUILDING )**

STRUCTURAL ENGINEER  
Urbitran Associates, div. of DMJM  
Harris  
(212) 366-6200 Phone  
Contact: Nelson Montecillo, PE

**MEP ENGINEERS**

O'Dea, Lynch, Abbatista  
Consulting Engineers, PC  
(914) 747-2800 Phone  
Contact: John Torre, PE, LEED AP

# BUILDING CODE INFORMATION

## CROSS COUNTY SHOPPING CENTER

**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.*

**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.*

**BUILDING TYPE:**

Regional open-air shopping center of approximately 960,733 square feet of retail area and approximately 60,200 square feet of office space totaling 1,020,973 square feet of gross leaseable area. The property contains a total of 71.1 acres with 16 buildings and one 8-story office building.

**OCCUPANCY TYPE:** Mercantile/Office

**CLASSIFICATION:**

Type II-B non-combustible construction

**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:**

Currently adopted edition of the Uniform Building Code as amended and adopted by the City of Yonkers, Westchester County, New York.

**WORKING ENVIRONMENT**

Tenant, at Tenants sole cost and expense must ensure the following:

All tradespersons entering the job site must be current members of a local building trades union and must, at all times, carry on their person such evidence of proof of their membership as may be required by the Landlord.

All materials transported to and from the site must be done so by members of a current local building trades union.

# 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

## CROSS COUNTY SHOPPING CENTER

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

## CROSS COUNTY SHOPPING CENTER

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 DEFINED

## CROSS COUNTY SHOPPING CENTER

“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

## CROSS COUNTY SHOPPING CENTER

### 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".