

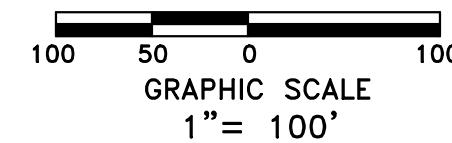
ALFA LAVAL

A Replat of the amended plat of "Lynn Lane Industrial Park", An Addition to the City of Broken Arrow, Filed as plat #5005, in Tulsa County, Oklahoma, and a Tract of land in the South Half (S/2) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East, City of Broken Arrow, Tulsa County, State of Oklahoma.

ALFA LAVAL, INC.
5400 International Trade Drive
Richmond, VA 23231
Contact: Seifi Hasanali, PH (630) 217-3566
seifi.hasanali@alfalaval.com

HOLLOWAY UPDIKE & BELLEN, INC.
818 East S. Blvd.
Muskogee OK, 74402
Contact: Charles W. Chastain, P.L.S.
PH (918) 682-7811
CA No. 219 Renewal: June 30, 2019

KHOURY ENGINEERING, INC.
1435 East 41st Street
Tulsa, Oklahoma 74105
PH (918) 712-8768
E-mail: kenginc@khouryeng.com
CA No. 3751 Renewal: June 30, 2019



THE UNDERLYING PLAT OF "AMMENDED LYNN LANE INDUSTRIAL PARK", AND RELATED EASEMENTS WILL BE VACATED AT THE TIME OF FILING THIS PLAT AT TULSA COUNTY CLERK'S OFFICE. THEREFORE, THEY ARE NOT SHOWN ON THIS PLAT FOR CLARITY.

Lot 1: 1,544,155.575 SF (35.45 AC)
RESERVE 'A': 172,574.416 SF (3.96 AC)

THE BASIS OF BEARING FOR THIS PLAT IS THE OKLAHOMA
STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.

BM #1:
60d NAIL IN 22" HACKBERRY TREE. ELEV 715.80
N= 386497.8300; E= 2626701.7880

BM #2:
BM 60d NAIL IN 6" HACKBERRY TREE. ELEV 733.29
N= 385817.1730; E= 2625823.5150

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME
THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND
SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL
DESCRIPTION.

THE PROPERTY LIES IN FLOOD ZONE "X" WHICH IS OUTSIDE THE
FLOOD HAZARD AREA PER F.I.R.M. COMMUNITY PANEL NO. 40143C
0392L, EFFECTIVE DATE SEPTEMBER 30, 2016.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD- 020218-07, DATED FEBRUARY 02, 2018

BY THE CITY COUNCIL OF THE CITY OF BROKEN
ARROW, OKLAHOMA

Mayon

Attest: City Clerk

CASE # PT..-...

DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

ALFA LAVAL, INC., A NEW JERSEY CORPORATION (THE "OWNER") IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE 1.B. & M. TULSA COUNTY, STATE OF OKLAHOMA, LESS THE WEST FIFTY (50) FEET THEREOF FOR DEDICATED RIGHT-OF-WAY, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 13 TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE 1.B. & M. TULSA COUNTY, STATE OF OKLAHOMA, THENCE N88°45'34"E ALONG THE SOUTH LINE OF SECTION 13 A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, THENCE N01°17'35"W ALONG THE EAST RIGHT-OF-WAY LINE, AND PARALLEL TO THE WEST SECTION LINE, A DISTANCE OF 661.12; THENCE N88°47'15"E A DISTANCE OF 2599.03 FEET; THENCE S01°19'16"E A DISTANCE OF 659.85 FEET; THENCE S88°45'34"W ALONG THE SOUTH SECTION LINE A DISTANCE OF 2599.36 FEET TO THE POINT OF BEGINNING.

THE OWNER HAS CAUSED THE SUBJECT PROPERTY TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS AND BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY HEREINAFTER THE "PLAT" AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ALFA LAVAL", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS, & UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AS RESERVE "A". THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSE A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND ITS RESPECTIVE SUCCESSORS IN TITLE TO THE SUBDIVISION AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE BOUNDARY OF THE SUBDIVISION, IF LOCATED WITHIN A UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, AND SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND

WATER MAINS, SANITARY SEWER, OR STORM SEWERS MAINS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

THE PLATTED LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO LYNN LANE STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG LYNN LANE STREET IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

I. DRAINAGE EASEMENT

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, ALL SUCH SIDEWALKS SHALL BE CONSTRUCTED BY THE OWNER PRIOR TO THE ISSUANCE OF THE FIRST OCCUPANCY PERMIT FOR ANY BUILDING WITHIN THE SUBDIVISION. THE OWNER SHALL CONSTRUCT SIDEWALKS IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

1. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.

2. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW.

3. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER OF THE LOT FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

J. STORMWATER DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE STORMWATER DETENTION EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION

FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LOT IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, SHALL BE ALLOWED WITHIN THE STORMWATER DETENTION EASEMENT.

6. IN THE EVENT THE OWNER OF THE LOT SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER OF THE LOT FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE PROPERTY WITHIN THE SUBDIVISION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY PLATTED HEREBY AS ALFA LAVAL WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 268) AS PROVIDED WITHIN BROKEN ARROW ZONING CODE, AND

WHEREAS PUD NO. 268 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 16, 2017, AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON DECEMBER 5, 2017.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

THEREFORE, THE OWNER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. USE OF LAND

THE DEVELOPMENT OF ALFA LAVAL SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS AND THE BROKEN ARROW ZONING CODE AS SUCH PROVISIONS EXISTED ON DECEMBER 5, 2017.

B. DEVELOPMENT AREA A STANDARDS

- PERMITTED USES: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
- MAXIMUM BUILDING FLOOR AREA: AS PERMITTED WITHIN THE IL ZONING DISTRICTS.
- MAXIMUM BUILDING HEIGHT: AS PERMITTED WITHIN THE IL ZONING DISTRICTS
- PARKING RATIO: 200% IN EXCESS OF THE PARKING REQUIRED BY THE APPLICABLE USE AS SET FORTH WITHIN THE BROKEN ARROW ZONING CODE.
- MINIMUM BUILDING SETBACKS:

FROM R.O.W. LINE OF LYNN LANE	50.0 FEET
FROM R.O.W. LINE OF E. NASHVILLE ST.....	50.0 FEET
EAST BOUNDARY OF PUD	30.0 FEET
NORTH BOUNDARY OF PUD	0.0 FEET
- SIGNAGE: AS PERMITTED WITHIN THE IL ZONING DISTRICT.

C. LANDSCAPE AND SCREENING STANDARDS

THE LANDSCAPE PLAN WILL BE DESIGNED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE WITH THE FOLLOWING DEVIATIONS:

- NO LANDSCAPING SHALL BE REQUIRED ALONG THE WEST AND SOUTH BOUNDARIES.
- AN 8-FOOT TALL SCREENING FENCE WILL BE INSTALLED AT LEAST ONE-FOOT FROM THE SOUTH PROPERTY LINE EXCEPT AT DRIVEWAYS, THE FENCE WILL SETBACK AS REQUIRED FOR CORNER SIGHT DISTANCE AND WILL EXTEND FURTHER EAST AS FUTURE DEVELOPMENT PHASES OCCUR.
- WITHIN THE PARKING LOT, THE LANDSCAPE ISLAND WIDTH SHALL NOT BE LESS THAN 8.0 FEET.
- ALL INTERNAL FENCING WILL BE 6-FOOT TALL NON-SCREENING CHAIN LINK FENCE.

ANY LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH SECTION 5.2 C.4 OF THE ZONING ORDINANCE. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM, AND MAINTAINED PER REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE. ALL MECHANICAL AND HVAC EQUIPMENT WILL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING CODE. OUTDOOR REFUSE COLLECTION RECEPTACLES WILL NOT BE LOCATED WITHIN A REQUIRED SETBACK. EACH REFUSE COLLECTION RECEPTACLE SHALL BE SCREENED FROM VIEW ON ALL SIDES.

D. ACCESS

THE MAIN ACCESS TO THE PUD WILL BE FROM LYNN LANE (S. 9TH STREET) AND FROM E. NASHVILLE STREET AS SHOWN ON EXHIBIT A. THE MINIMUM SEPARATION DISTANCE BETWEEN CENTERLINES OF DRIVEWAYS ALONG THE NASHVILLE STREET FRONTAGE SHALL BE 50 FEET. THE MAXIMUM DRIVEWAY WIDTH SHALL NOT EXCEED 135 FEET, TO BE APPROVED BY A VARIANCE PROCESS THROUGH THE ENGINEERING AND CONSTRUCTION DEPARTMENT PER THE ENGINEERING AND DESIGN CRITERIA MANUAL. SIDEWALKS ALONG THE PROPOSED NASHVILLE STREET WILL NOT BE REQUIRED; HOWEVER, AN ESCROW FEE WILL BE PAID FOR THE SIDEWALK ALONG LYNN LANE FRONTAGE.

E. EXTERIOR SITE LIGHTING

ALL EXTERIOR SITE LIGHTING SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF BROKEN ARROW REQUIREMENTS. BEFORE ANY EXTERIOR LIGHT POLE OR BUILDING WALL PACK IS INSTALLED, A PHOTOMETRIC STUDY SHALL BE SUBMITTED TO THE CITY OF BROKEN ARROW DEVELOPMENT SERVICES DEPARTMENT FOR APPROVAL.

F. DETAILED SITE PLAN

A DETAILED SITE PLAN IS REQUIRED FOR APPROVAL BY THE CITY OF BROKEN ARROW PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THIS DEVELOPMENT. THE APPLICANT SHALL SUBMIT THE SITE PLAN TO THE CITY AND SUPPLY ALL INFORMATION REQUIRED

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INJURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA AND THE OWNER AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS. IF THE OWNER OR ITS RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF ANY PART OF THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF ANY PART OF THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION II, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE RESTRICTIONS AND COVENANTS WITHIN SECTION II SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS TO BULK AND AREA REQUIREMENTS THAT MAY SUBSEQUENTLY BE APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, PURSUANT TO ITS REVIEW OF A MINOR AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF BROKEN ARROW ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, WITH THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2018.

ALFA LAVAL, INC., A NEW JERSEY CORPORATION

By _____
Joe Lawrence, Vice President

By _____
John Lund, Assistant Secretary

COMMONWEALTH OF VIRGINIA)

) SS.
COUNTY OF HENRICO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2018, BY JOE LAWRENCE AS VICE PRESIDENT AND JOHN LUND AS ASSISTANT SECRETARY OF ALFA LAVAL, INC., A NEW JERSEY CORPORATION.

NOTARY PUBLIC

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

I, CHARLES WARREN CHASTAIN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "ALFA LAVAL", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO.1352

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF _____, 2018, BY CHARLES WARREN CHASTAIN, AS A LICENSED LAND SURVEYOR.

NOTARY PUBLIC

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____