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OWNERS DECLARATION

The undersigned New Town at Harmony, LLC, being the owner and developer of the tract of land described in the surveyor's certificate, has caused said tract to be surveyed, and a subdivision plat to be prepared in the manner shown hereon, which plat shall hereafter be known as "THE NEW TOWN AT HARMONY PLAT THREE."

The undersigned declares that except as limited hereby, all streets and alleys shown hatched hereon, together with the roundings at intersections, are hereby designated as public streets and roadways and are hereby dedicated to the City of Independence, Missouri, for public use forever.

All easements, unless expressly limited for a particular use, and streets shown on this plat, are hereby granted to all public utility providers, their successors and assigns, as their interests may appear for the purpose of constructing, maintaining, and repairing public utilities and sewer and drainage facilities provided any such cable communication provider shall not be entitled to initially install any cable or equipment in this subdivision except upon prior written authorization by the undersigned developer. If an easement is limited to a particular use, then such easement shall be granted only to the utility company providing such use or service to the public.

The easements granted to any utility company and/or governmental entity hereunder are strictly conditioned upon such company and/or entity exercising their rights in compliance with all applicable governmental laws, rules, regulations, and ordinances and, furthermore, no such utility provider or municipal entity shall disturb any siltation control placed in said easements by or on behalf of New Town at Harmony, LLC, or their affiliated companies, except as absolutely necessary in connection with the installation or maintenance of said utilities. In the event of any such disturbance, the utility company or municipal entity disturbing such siltation control shall immediately restore the same and, to the maximum extent allowed by law, shall indemnify and hold New Town at Harmony, LLC and its affiliated companies harmless from and against any and all demands, claims, causes of action, liabilities, damages, penalties, fines, fees, costs, and expenses, including, without limitation, attorneys' fees arising from or in connection with any disturbance, disruption, or destruction of said siltation control.

The undersigned New Town at Harmony, LLC, being the Declarant under the Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for the New Town at Harmony, as recorded in Book _____, Page _____ of the Office of the Recorder of Deeds, Jackson County, Missouri, designates that this subdivision shall be subject to and benefitted by the easements, conditions, reservations, restrictions and protective covenants as set forth therein, as amended.

This Subdivision is subject to the Harmony Community Master Declaration recorded on January 21, 2015 as Document No. 2015E0005633 and supplemented by the document recorded on January 21, 2015 as Document No. 2015E0005665 in the Jackson County Recorder of Deeds Office.

The "Common Grounds" shown hereon shall be subject to such easements, covenants and restrictions and conveyed to the New Town at Harmony General Assembly as provided in the Declaration of Governance, Covenants, Easements, Conditions, and Restrictions for the New Town at Harmony recorded in Book _____, Page _____ of the Jackson County Missouri Recorder of Deeds Office.

Permanent and semi-permanent survey monument shall be set within 12 months after recording of this plat which meet or exceed the requirements of 20 CSR 20.30-16.090, Chapter 16- Missouri minimum standards for property boundary surveys.

All taxes due and payable against this property have been paid in full.
IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

NEW TOWN AT HARMONY, LLC

By: _____
GREGORY G. WHITTAKER, Manager

OWNER'S NOTARY

STATE OF MISSOURI)
COUNTY OF _____) SS.

On this _____ day of _____, in the year _____, before me _____, a Notary Public in and for said state, personally appeared Gregory G. Whittaker, Manager, of _____, New Town at Harmony, LLC, known to me to be the person who executed the within _____ in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

NOTARY PUBLIC

PLEASE PRINT NAME

My Commission Expires: _____

LENDER

The undersigned holder or legal owner of notes secured by a Deed of Trust recorded in Book _____, Page _____ of the _____ County, Missouri Recorder of Deeds Office hereby joins in and approves in every detail this subdivision plat of "The New Town At Harmony Plat Three"

IN WITNESS WHEREOF, said holder or legal owner has signed and sealed this plat this _____ day of _____, 20____.

By: _____

Please Print Name

Title

LENDER'S NOTARY

STATE OF MISSOURI)
COUNTY OF _____) SS.

On this _____ day of _____, 20____, before me appeared _____, _____, to me personally known and who being by me duly sworn, did say that he is the _____ of _____, a Corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

NOTARY PUBLIC

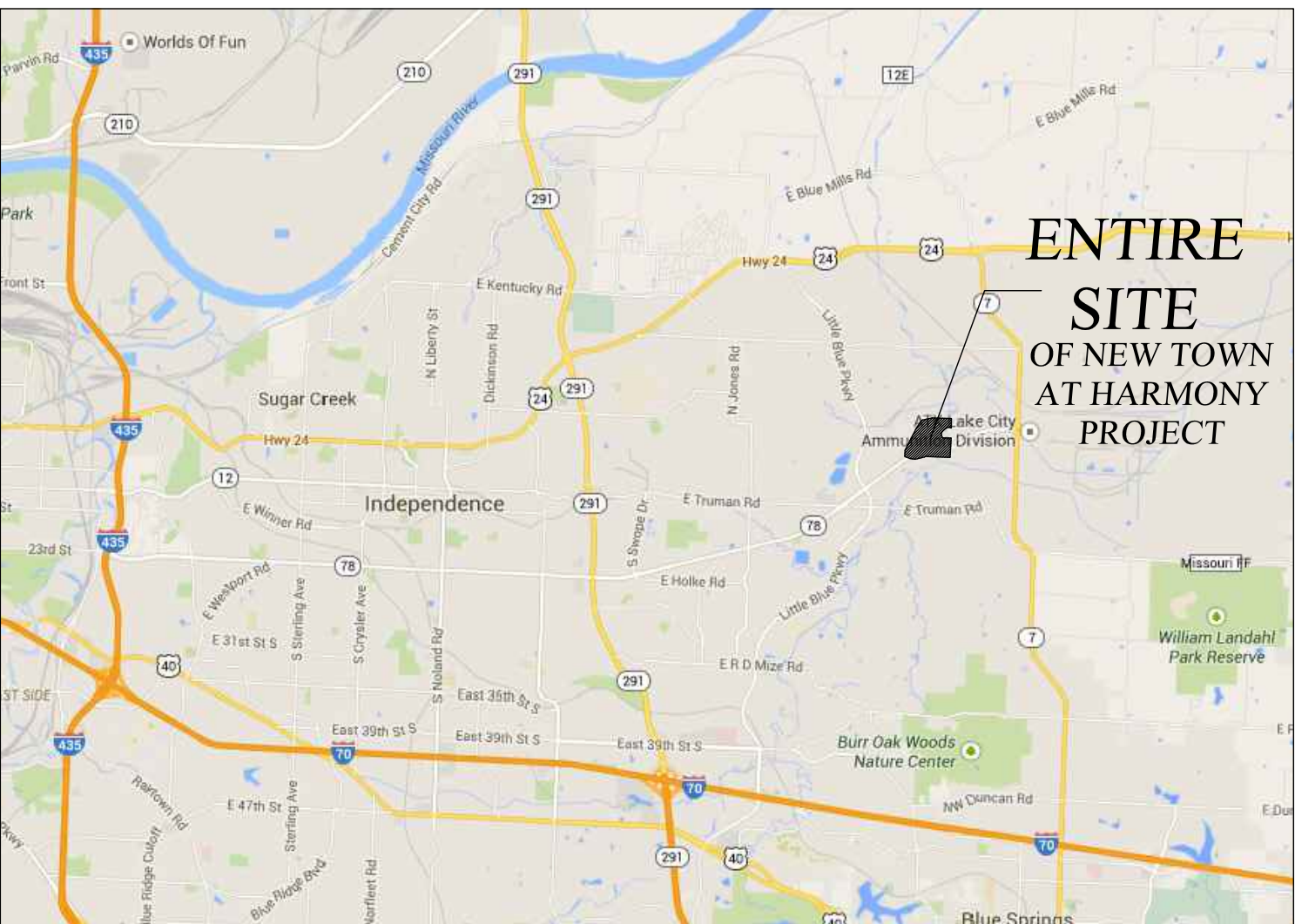
My Commission Expires: _____

PLEASE PRINT NAME

The New Town At Harmony Plat Three

LOCATED IN, AND PUD OVERLAY ZONING VARIANCES APPLY,
FOR COMMUNITY SPACE G – RESIDENTIAL AND GREENS AND
COMMUNITY SPACE D – LARGE LOT RESIDENTIAL

PART OF THE NE 1/4 OF SECTION 2,
TOWNSHIP 49 NORTH, RANGE 31 WEST,
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



LOCATION MAP



SITE MAP

Note: The maps are for the entire project, not just this phase.

CITY OF INDEPENDENCE APPROVALS:

APPROVED BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI ON THIS _____ DAY OF _____, 202____, BY ORDINANCE NO. _____.

APPROVED BY:

THOMAS F. SCANNELL, COMMUNITY DEVELOPMENT DIRECTOR DATE _____

REBECCA BEHRENS, CITY CLERK DATE _____

TIM GRAMLING, P.E., DIRECTOR OF PUBLIC WORKS DATE _____

APPROVED:

JACKSON COUNTY ASSESSORS' OFFICE DATE _____

JACKSON COUNTY GIS DATE _____

PROPERTY DESCRIPTION

New Town at Harmony
Improvement Plan Phases 2 & 3

A tract of land being part of the NW 1/4 of the NE 1/4 of Section 2 and the SW 1/4 of the NE 1/4 of Section 2 of Township 49 North – Range 31 West, City of Independence, Jackson County, Missouri and being more particularly described as follows:

BEGINNING at the most eastern corner of Common Ground C per the plat of New Town at Harmony Plat One as recorded in Book 1171, Page 14, Instrument Number 2017E0058529 of the Jackson County Records, said point also being on the west right of way line of S. Fallbrook Drive (58' wide); thence North 33° 23' 29" East, a distance of 229.01 feet to a point of curvature; thence along a curve to the left an arc length of 11.43 feet with a radius of 21.00 feet, and whose chord bears North 17° 47' 47" East, a chord distance of 11.29 feet to a point of tangency; thence North 02° 12' 05" East, a distance of 174.66 feet to a point; thence South 88° 49' 05" East, a distance of 170.33 feet to a point; thence South 01° 10' 55" East, a distance of 94.18 feet to a point; thence South 07° 06' 04" East, a distance of 105.57 feet to a point; thence South 30° 12' 21" East, a distance of 161.51 feet to a point; thence South 88° 51' 01" East, a distance of 557.08 feet to a point; said point being on the west right of way line of S. Fisher Road (width varies); thence along said right of way South 02° 55' 08" West, a distance of 1,286.72 feet to a point, said point being the intersection of said west right of way line of S. Fisher Road and the north right of way line of E. Truman Road (80' wide); thence along said E. Truman Road right of way line along a curve to the left an arc length of 306.02 feet with a radius of 11,419.16 feet, and whose chord bears North 88° 34' 05" West, a chord distance of 306.01 feet to a point; thence North 87° 48' 01" West, a distance of 492.62 feet to a point of curvature, said point also being on the east right of way line of South Harmony Avenue (58' wide), and the east line of the aforesaid New Town at Harmony Plat One; thence leaving said E. Truman Road right of way along a curve to the right an arc length of 39.27 feet with a radius of 25.00 feet, and whose chord bears North 42° 47' 58" West, a chord distance of 35.36 feet; thence continuing along said New Town at Harmony Plat One plat line North 02° 12' 05" East, a distance of 199.92 feet to a point; thence South 87° 52' 34" East, a distance of 24.97 feet to a point; thence North 02° 07' 26" East, a distance of 52.00 feet to a point; thence North 87° 52' 34" West, a distance of 27.90 feet to a point; thence North 02° 12' 06" East, a distance of 59.23 feet to a point; thence South 87° 47' 55" East, a distance of 68.41 feet to a point; thence North 16° 01' 50" East, a distance of 75.06 feet to a point; thence North 02° 07' 26" East, a distance of 89.50 feet to a point; thence South 87° 52' 34" East, a distance of 61.50 feet to a point; thence North 02° 07' 26" East, a distance of 256.16 feet to a point of curvature; thence along a curve to the left an arc length of 328.02 feet with a radius of 357.34 feet, and whose chord bears North 24° 15' 03" West, a chord distance of 316.62 feet to a point of compound curvature; thence along a curve to the left an arc length of 62.04 feet with a radius of 1,163.58 feet, and whose chord bears North 52° 04' 32" West, a chord distance of 62.03 feet to a point, thence North 55° 01' 42" West, a distance of 58.02 feet to the POINT OF BEGINNING and containing 1,012,661 square feet or 23.25 acres more or less.

FEMA MAP PANELS (TOTAL SITE)

PER FEMA MAP PANEL NO 29095C0306G AND 29095C0308G, DATED JANUARY 20, 2017, PORTIONS OF THIS SITE ARE LOCATED WITHIN THE 100 YEAR FLOOD PLAIN.

THE FLOOD PLAIN ELEVATION FOR THIS SITE RANGES FROM 742.0 FEET TO 745.0 FEET.

FLOODPLAIN DEVELOPMENT NOTES

- PORTIONS OF THIS DEVELOPMENT LIE WITHIN THE PROPOSED SPECIAL FLOOD HAZARD AREA IDENTIFIED ON THE FLOOD INSURANCE RATE MAP 29095C0306G AND 29095C0308G DATED JANUARY 20, 2017. THE PROPOSED ELEVATIONS OF THE RESIDENTIAL LOTS SHALL BE AT LEAST ONE (1) FOOT ABOVE THE DEPICTED BASE FLOOD ELEVATIONS AS SHOWN ON THIS MAP.
- THE LOWEST FLOOR OF ALL BUILDINGS SHALL ALSO BE AT LEAST ONE (1) FOOT ABOVE THE DEPICTED BASE FLOOD ELEVATIONS AS SHOWN ON THIS MAP.
- A FLOODPLAIN DEVELOPMENT PERMIT AND ELEVATION CERTIFICATE WILL BE REQUIRED PRIOR TO ANY GRADING OF THE WITHIN THE FLOOD PLAIN.
- NOTE: PLAT THREE LIES WITHIN ZONE X (AREAS OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP NO. 29095C0308G, EFFECTIVE DATE 1/20/2017.

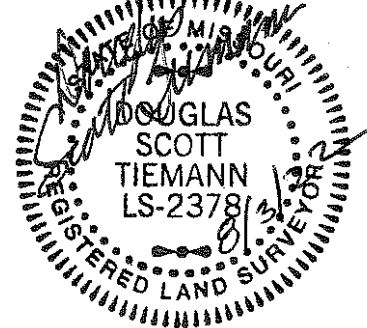
GENERAL NOTES

- Some of the existing easements shown on this survey were plotted from items furnished to Pickett, Ray & Silver by Thomson-Affinity Title, LLC, per Schedule B-Section 2 of File No. 211906, effective date March 14, 2016.
- Basis of bearings for this Survey is the record Survey prepared by Missouri Valley Engineering & Surveying, Inc., and recorded November 16, 2008 in Survey Book T-32, Page 79.
- Class of property – Suburban.
- (S) Survey distance
(R) Record distance
- This survey has been executed in accordance with the Current Minimum Standards for Property Boundary Surveys, 20 CSR 20.30-16.010 and the results are shown hereon.
- Δ = PERMANENT MONUMENTS
○ = SEMI-PERMANENT MONUMENTS
- 101 MULTI-USE LOTS
2 COMMERCIAL/M-F LOTS
1 OUTLOT
- [1731] = ADDRESS
- The subject property is located in Community Space G – Residential and Greens, and Community Space D – Large Lot Residential (Lots 920-926, and 1001-1006), and PUD Overlay Zoning Variances for that designation apply to the subject property pursuant to City Ordinance No. 18332.

SURVEYOR'S CERTIFICATE

This is to certify that we have, during the month of July, 2022 prepared this subdivision plat based on a boundary survey executed during the month of May, 2015, from actual field data and record information on a tract of land being part of the NW 1/4 and the NE 1/4 of Section 2, Township 49 North, Range 31 West, Jackson County, Missouri and has been executed in accordance with the Current Minimum Standards for Property Boundary Surveys, 4 CSR 30-16.010, and the results are shown hereon.

Douglas Scott Tiemann
DOUGLAS SCOTT TIEMANN, P.L.S. #2378
STATE OF MISSOURI
PICKETT, RAY & SILVER, A PART OF CIVIL
AND ENVIRONMENTAL CONSULTANTS, INC.
CORPORATE REGISTRATION NO.
LS-2007031293





Part of Civil & Environmental Consultants, Inc. (CEC)
3000 Little Hills Expressway, Suite 102
St. Charles, MO 63301
314-656-4566 www.cecinc.com

New Town At Harmony Plat Three

PART OF THE NW & SW 1/4s OF THE NE 1/4 OF SECTION 2,
TOWNSHIP 49 NORTH, RANGE 31 WEST,
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

Prepared For:
New Town at Harmony, LLC

3333-4 RUE ROYALE
ST. CHARLES, MO 63301
636-916-2000

REVISIONS NO.	DATE	DESCRIPTION

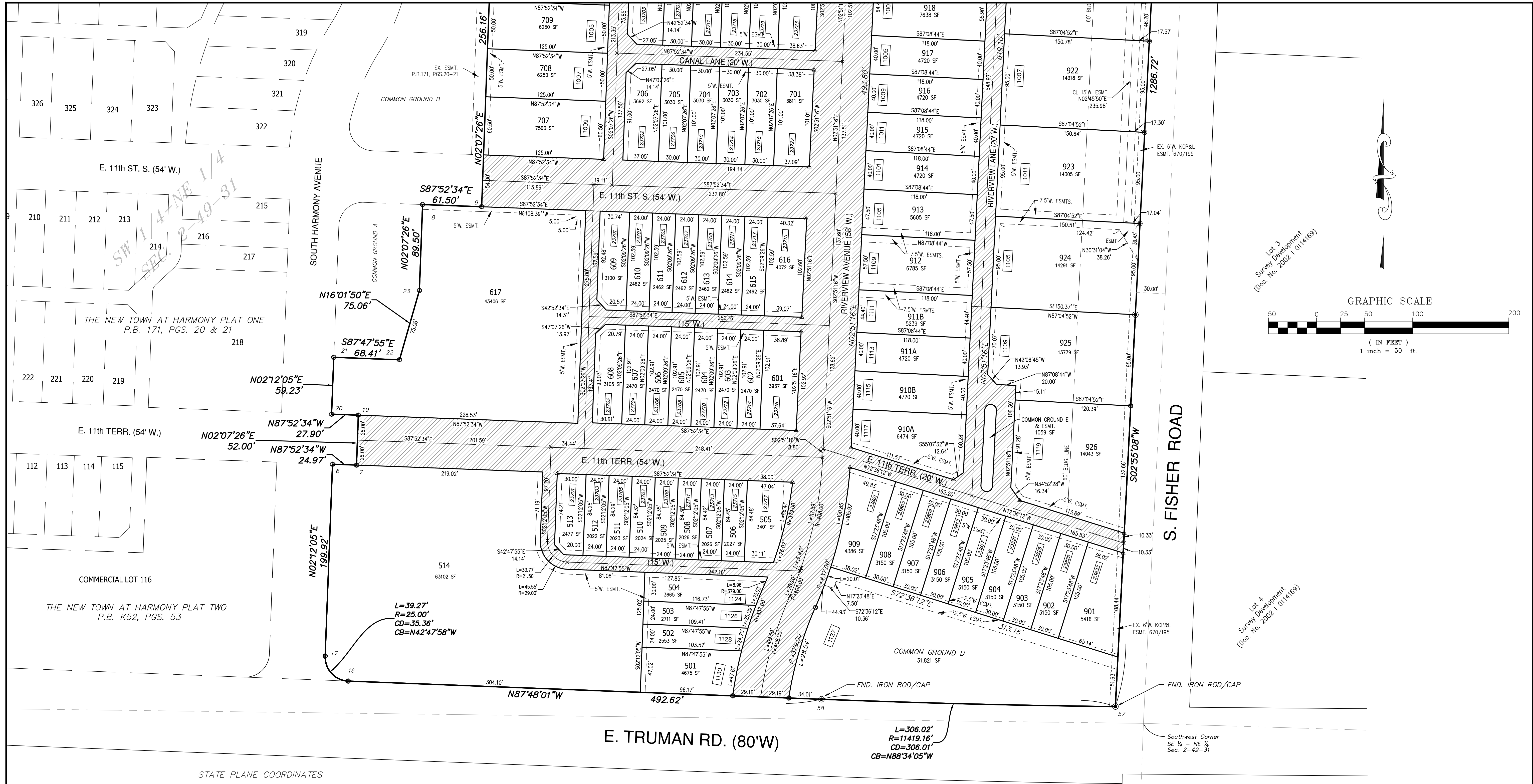
DRAWN	DWD	DATE	06/28/22
CHECKED	DST	DATE	06/28/22
PROJECT # 09014.NTHB.01		FIELD BOOK 1462	
CEC# 320-055			

THE NEW TOWN AT HARMONY
PLAT THREE

SHEET 1 OF 3

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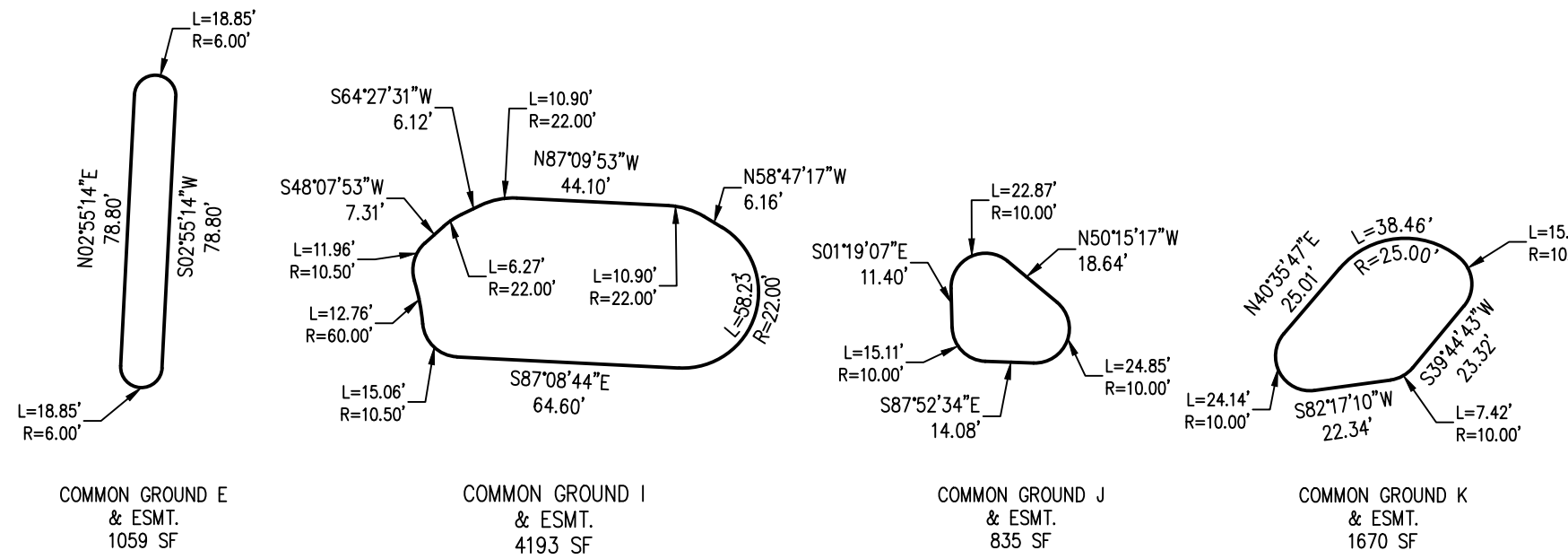
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STATE PLANE COORDINATES

Point #	Grid Northing(m)	Grid Easting(m)
24	324,782.469	867,369.689
25	324,694.541	867,409.443
27	324,794.068	867,354.760
29	324,804.184	867,340.255
43	324,862.511	867,378.588
44	324,865.789	867,379.635
45	324,871.105	867,379.832
46	324,870.105	867,431.735
47	324,898.804	867,432.288
48	324,895.606	867,432.691
49	324,853.100	867,457.513
50	324,849.924	867,627.267

Point #	Grid Northing(m)	Grid Easting(m)
6	324,534.798	867,359.484
7	324,534.526	867,367.088
8	324,617.190	867,387.924
9	324,616.521	867,406.655
16	324,466.012	867,364.558
17	324,473.909	867,357.226
19	324,550.364	867,367.654
20	324,550.667	867,359.157
21	324,568.708	867,359.826
22	324,567.935	867,380.663
23	324,589.930	867,386.950
57	324,458.249	867,670.829
58	324,460.453	867,514.592



COMMON GROUND DETAILS

SCALE: 1"=50'

Pickett Ray & Silver
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THE NEW TOWN AT HARMONY PLAT THREE
SHEET 2 OF 3
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