

Community Development  
22 South First Street  
Geneva, Illinois 60134



Phone: (630) 845-9654  
Fax: (630) 232-1494

## EXHIBIT A

### APPLICATION FOR ANNEXATION & ANNEXATION AGREEMENTS City of Geneva

#### Applicant Information

Name Alice Marine Phone 630-262-7500

Address 130 N. Bennett St., Geneva, IL 60134

Fax \_\_\_\_\_ Email bella417@sbcglobal.net

Applicant Proprietary Interest in Property (Documentation Required)

Owner (Beneficiary of Land Trust)  Lesee

Contract Purchaser  Other (explain) \_\_\_\_\_

*"not personally but solely, as trustee successor"*

#### Property Owner Information (if different from the applicant)

*First American Bank as Successor Trustee to First Merit Bank, as Successor Trustee to*  
Name Midwest Bank and Trust Company, as Trustee under Trust Agreement dated March 25, 2004 and known as Trust No. 04-1-8239 Phone 847-403-8203

Address 218 W. Main St., Dundee, IL 60118

Fax 847-483-1318 Email ikaye@firstambank.com

#### Attorney Information

Name Kate Duncan, Akerman LLP Phone 312-870-8024

Address 71 S. Wacker Dr., Suite 4700, Chicago, IL 60606

Fax \_\_\_\_\_ Email kathleen.duncan@akerman.com

#### Property Information

Common Address or General Location 33 W 929 State Street, Geneva, IL 60134

Property Index Number (PIN) 12-01-351-002

**Applicant Certification**

I certify that I have received a copy of the submittal requirements, review procedures, and meeting dates as they relate to this annexation request. I have reviewed the Geneva City Code requirements which relate to this petition and I certify that this application submittal is in conformance with such ordinance(s). I further certify that all the information provided above and the information contained in any documents submitted herewith is true and accurate.

I consent to the entry in or upon the property described in this application by any authorized official of the City of Geneva for the purposes of inspection or review of the site in order to provide information for the formal determination of the annexation request.

In addition to the application fee of five hundred dollars (\$500.00) and five hundred dollar (\$500.00) deposit, I agree to reimburse the City of Geneva for any professional services or costs, including but not limited to, attorneys, engineers, planners, architects, surveyors, or other consultant fees that are incurred by the City which are associated with the City of Geneva providing a formal determination on this annexation request.

[Signature]  
Signature of Applicant

2-9-2021  
Date

By [Signature]  
Signature of Owner, if different from the applicant

\_\_\_\_\_  
Date

Dawn Griffin  
Senior Vice President - Trust Officer

<sup>successor</sup>  
"not personally but solely, as trustee"

\*First American Bank, as  
Successor Trustee to  
First Merit Bank, N.A.\*

Exoneration provision restricting any liability  
of First American Bank attached hereto  
is expressly made a part hereof.

\*FIRST MERIT BANK, N.A.  
as Successor Trustee to  
Midwest Bank and Trust Company  
as trustee under Trust Agreement  
dated March 25, 2004 and  
known as Trust Number 04-1-8239

## Exculpatory Rider

\*  
This instrument is executed by First American Bank, as Trustee under the provisions of a Trust Agreement dated March 25, 2004, and known as Trust No. 04-1-8239, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and /or holders of the power of direction of said Trust and First American Bank, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding First American Bank, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against First American Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this rider and the body of the attached instrument, the provisions of this rider shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.

"not personally but solely, as <sup>successor</sup> trustee"

\*First American Bank, /as  
Successor Trustee to  
First Merit Bank, N.A.\*

\*FIRST MERIT BANK, N.A.  
as Successor Trustee to  
Midwest Bank and Trust Company,

as trustee

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANE         )        SS.

PETITION REQUESTING THE ANNEXATION AND REZONING  
OF CERTAIN TERRITORY TO THE CITY OF GENEVA,  
A MUNICIPAL CORPORATION, KANE COUNTY, ILLINOIS

TO:   MAYOR KEVIN BURNS, CLERK ROGER GODSKESEN  
      and THE CITY COUNCIL OF THE CITY OF GENEVA, a Municipal  
      Corporation

The undersigned Petitioner First American Bank as Successor Trustee to First Merit Bank, as Successor Trustee to Midwest Bank and Trust Company as Trustee under the provisions of a certain Trust Agreement dated March 25, 2004 and known as Trust Number 04-1-8239, ("Land Trust"), hereby requests that the territory described in the attached Exhibit "A" be annexed to the City of Geneva, Kane County, Illinois, and in support thereof, states as follows:

1.     That the territory herein described is contiguous to the City of Geneva boundaries and is not located within the corporate limits of any other municipality.
2.     That there are no electors residing within said territory.
3.     That this Petition is signed by the property owner, who is the Land Trust, and the beneficiaries of the Land Trust and that there are no electors residing within said territory.
4.     An accurate map of the territory herein described, which contains the description of said territory is attached hereto as Exhibit "B".
5.     That this Petition is hereby filed with the Clerk of the City of Geneva pursuant to statute in such case made and provided, i.e. 65 ILCS 5/7-1-8 (2003).

The undersigned Petitioner further requests that, upon annexation, the territory described in the attached Exhibit A and depicted on the attached Exhibit B shall be rezoned to the B4 Business District.

"not personally but solely, as trustee"<sup>successor</sup>

Respectfully submitted,

First American Bank as Successor Trustee to First Merit Bank<sup>N/A</sup> as Successor Trustee to Midwest Bank and Trust Company as Trustee under the provisions of Trust Agreement dated March 25, 2004 and known as Trust No. 04-1-8239

Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

By:   
Trustee      Dawn Griffin  
                 Senior Vice President - Trust Officer

## Exculpatory Rider




This instrument is executed by First American Bank, as Trustee under the provisions of a Trust Agreement dated March 25, 2004, and known as Trust No. 04-1-8239, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and /or holders of the power of direction of said Trust and First American Bank, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding First American Bank, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against First American Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this rider and the body of the attached instrument, the provisions of this rider shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.

"not personally but solely, as <sup>successor</sup> trustee"

\*First American Bank, as  
Successor Trustee to  
First Merit Bank, N.A.\*

\*FIRST MERIT BANK, N.A.  
as Successor Trustee to  
Midwest Bank and Trust Company, as trustee

Acknowledged by:

  
\_\_\_\_\_  
Alice Marine, Beneficiary of Land Trust