

Community Development
22 South First Street
Geneva, Illinois 60134



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

EXHIBIT A

**APPLICATION FOR A ZONING MAP AMENDMENT
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 Lessee
 Contract Purchaser Other(explain) _____

not personally but solely, as trustee ^{successor}
Property Owner Information (if different from the applicant) N/A

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

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 33w929 State Street, Geneva, IL 60134

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

Current Zoning Upon Annexation zoned RR Current Use Single Family Residence and Tree Farm and Tree Sales business

Proposed Zoning B4 Proposed Use Existing Use to Remain

Applicant Certification

I certify that I have received a copy of the submittal requirements, review procedures, and meeting dates as they relate to this request for a zoning map amendment. 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 request for a zoning map amendment.

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 the request for a zoning map amendment.

[Signature]
Signature of Applicant

2-9-2021
Date

By: *[Signature]*
Signature of Owner, if different from the applicant
Dawn Griffin
Senior Vice President - Trust Officer

Date

"not personally but solely, as ^{successor-} 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 Trst 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 trustee"
- successor

* 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