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Attorney for Main San Gabriel Basin Watermaster

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 UPPER SAN GABRIEL VALLEY)
11 MUNICIPAL WATER DISTRICT)
12 Plaintiff)
13 vs.)
14 CITY OF ALHAMBRA, ET AL,)
15 Defendants)
16 _____)

CASE NO.: C 924128

DESIGNEE TO RECEIVE FUTURE
NOTICES FOR AND ON BEHALF OF
DEFENDANT(S)

17 Bank of America N.A. as Trustee of the
18 Defendant(s) William Knight Living Trust UTD 5/11/2000 hereby
19 designates: Ben Jertberg, whose address
20 is 575 Maryville Centre Dr, Ste 511, Saint Louis, MO 63141, and whose telephone
21 number is (805)443-9036, and whose email address is ben.jertberg@cushwake.com
22 as said Defendant's Designee to receive service of all future notices, determinations, requests, demands,
23 objections, reports and other papers and processes to be served upon said defendant(s) or delivered to said
24 defendant(s) herein.

25
26 A copy hereof has been served upon the Watermaster herein, by mail, on
27 JUN 14 2022, 20 .
28 **MSGB WATERMASTER**

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Executed under penalties of perjury at Camarillo, California, this
14th day of June, 2022.



Ben Jertberg

**DELEGATION TO CUSHMAN & WAKEFIELD U.S., INC. OF ASSET MANAGEMENT AND INVESTMENT
TASKS ASSOCIATED WITH ACCOUNTS ADMINISTERED BY BANK OF AMERICA, N.A.**

WHEREAS, Bank of America, N.A. ("**BOA**") and Cushman & Wakefield U.S., Inc. ("**C&W**") entered into a General Service Agreement dated May 12, 2021 (the "**GSA**"), along with a Statement of Work ("**SOW**") dated July 23, 2021 (the GSA and the SOW being hereinafter collectively referred to as the "**Agreement**");

WHEREAS, pursuant to the Agreement, applicable law, the instruments governing the accounts for which BOA is acting as trustee, co-trustee, the instruments governing the agencies for which BOA is acting as agent, and court orders and letters testamentary appointing BOA as personal representative, executor, or administrator has delegated to C&W, as agent or subagent, the management and investment functions related to such accounts;

WHEREAS, under the Agreement, C&W, in its operation as agent or subagent for BOA, may perform asset management and sales functions along with executing certain documents; and

WHEREAS, this DELEGATION TO CUSHMAN & WAKEFIELD U.S., INC. OF ASSET MANAGEMENT AND INVESTMENT TASKS ASSOCIATED WITH ACCOUNTS ADMINISTERED BY BANK OF AMERICA, N.A. (this "**Delegation**") is intended reflect the authorization C&W, as agent or subagent for BOA, to perform such property management and sales functions under the Agreement more particularly described below.

NOW, THEREFORE, BOA hereby acknowledges that BOA has authorized C&W's Trust Asset Manager associates, as part of C&W's performance of the delegated asset management function for real property pursuant to the Agreement, to perform duties (collectively, the "**Delegation Duties**") regarding the managed accounts, including, but not limited to:

1. Gather and research revenue and title information, then address any issues;
2. Negotiate and execute BOA's standard leases or industry leases, including renewals and amendments, listed in the signing matrix;
3. Coordinate and have an appraisal performed, or a valuation performed if needed;
4. Repair and maintain property, including any capital improvements while executing standard contracts and gathering Certificates of Insurance, W-9s and OFAC reporting from service providers;
5. Conduct annual real property inspections;
6. Review ad valorem taxes, ensure payment and coordinate ownership changes with taxing authorities and appraisal districts along with protesting ad valorem taxes if necessary;
7. Easements and rights-of-way negotiated;
8. Administer annual insurance reviews on real estate assets including but not limited to, comprehensive general liability insurance, property damage/hazard insurance, loss of rent or business interruption insurance and/or flood insurance;

9. Assess if there are any environmental issues with the consent of BOA that might entail hiring third parties to report, clean-up, test and/or monitor;
10. Administer projects for zoning and land/planning development;
11. Analyze real property for the potential as an investment, and work along with BOA with purchase and sales agreements;
12. In regard to the development of commercial real estate, construction management oversight will be provided when engaging architects, engineers, inspectors and general contractors;
13. Execute standard listing agreements with realtors/brokers not affiliated with C&W, negotiate the terms of sale; and have the industry sales contracts executed;
14. Execute non-C&W third-party property management agreements if one is required or desired, and execute standard form of third-party property management agreements;
15. Negotiate and execute real property purchase and sale agreements ("PSAs") and closing documents with the exception of deeds. Closing documents may be executed even if said PSA was previously executed by BOA; and
16. Provide processing of trust or agency receipts and disbursements in a timely manner along with providing fiduciary accounting for receipts and disbursements.

The term of this Delegation commences on the date this Delegation is executed by BOA below and expires upon the earlier to occur of (the "Delegation Expiration") (i) the expiration or termination of the GSA and/or the SOW, or (ii) July 22, 2026. As of the date this Delegation is executed by BOA below, the Agreement is in full force and effect.

BOA acknowledges and represents that it has the authority to delegate document execution authority to C&W on behalf of its accounts. Further, BOA hereby waives any statutory provisions under any applicable law providing for the automatic termination of a delegation by a trustee to an agent, including, without limitation, the statutory termination provisions of the Texas Property Code 113.018(f), and ratifies the termination provisions in this Delegation and the Agreement. Accordingly, BOA, by executing this Delegation, expressly acknowledges and agrees that BOA's delegation of powers to C&W under this Delegation extends until the Delegation Expiration, notwithstanding any such statutory provisions.

The Delegation Duties listed above is only intended to reflect and not replace the terms of the Agreement. If the terms of this Delegation conflict with the terms of the Agreement, the terms of the Agreement shall prevail.

A copy of the appropriate authorization of the signatory for BOA of this Delegation is attached hereto as Exhibit A.

[Signature page follows]

Bank of America, N.A.

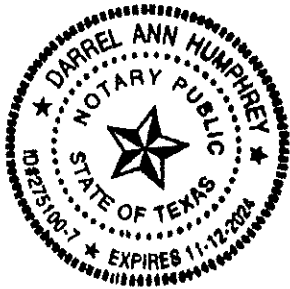
By: Mindie S. Bressler

Name: Mindie S. Bressler

Date: 12/15/2021

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was executed and acknowledged before me this 15 day of December, 2021, by Mindie Bressler, Managing Director of Bank of America, N.A., a national association, on behalf of the association.



Darrel Ann Humphrey
Notary Public

Exhibit A
Signatory Authorization
[Attached]

ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Victoria Townley, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following person has been duly elected or appointed to the office in the Association as indicated; and that such person holds such office at this time:

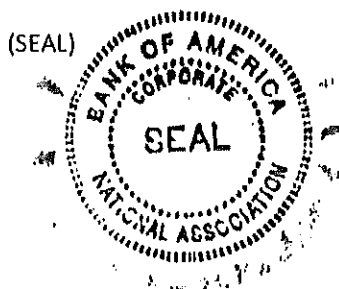
<u>Name</u>	<u>Title</u>
Mindi S. Bressler	Managing Director

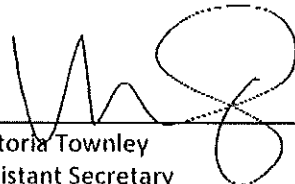
2. The following is a true and complete copy of excerpts from the Bylaws of said Association, and the same is in full force and effect as of the date hereof.

Section 4.1. Officers. The officers of the Association may include a Chief Executive Officer, a President, one or more Vice Chairmen, one or more individuals designated by the Board of Directors as a "Regulation O officer" for purposes of Regulation O promulgated by the Board of Governors of the Federal Reserve System (the "Executive Officers"), one or more Managing Directors (including the officer title of Director), one or more Principals, one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents and Assistant Vice Presidents), a Secretary, a Treasurer, and such other officers, assistant or deputy officers and agents, as may be elected from time to time by or under the authority of the Board of Directors (collectively, with the Chief Executive Officer, the President, the Vice Chairmen, the Executive Officers, the Managing Directors, the Vice Presidents, the Secretary, the Treasurer, and the Chief Audit Executive, the "Officers"). The Officers shall have such duties and authorities as may be prescribed by these Bylaws, the Board of Directors, the Chief Executive Officer or by the Officer to whom such Officer reports.

Section 5.2. Execution of Instruments. All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by an Officer (as such term is defined in Article IV, Section 4.1), or any individual who is listed on the Association's personnel records in a position equal to any of the Officers, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any Officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

AS A CERTIFICATION TO THE MATTERS SET FORTH HEREIN, I have hereupon set my hand and affixed the seal of said Association this 12th day of November, 2021.





Victoria Townley
Assistant Secretary