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CITY OF BLUE LAKE

**Exempt from Filing Fees
Government Code § 6103**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

ERIN MCCLURE, Trustee of The Richard V.
McClure Testamentary Trust,

Plaintiff,

v.

CITY OF BLUE LAKE, and DOES 1 through
25, inclusive,

Defendants.

Case No. CV2601646

**REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF DEFENDANT CITY OF
BLUE LAKE'S DEMURRER TO FIRST
AMENDED COMPLAINT OF
PLAINTIFF ERIN MCCLURE;**

**DECLARATION OF MATTHEW C.
SLENTZ**

*Filed concurrently with Demurrer to First
Amended Complaint*

Judge: Hon. Timothy Canning
Date: November 20, 2026
Time: 10:30 am

Assigned to Hon. Timothy Canning
Department 4

Action Filed: July 24, 2026
Trial Date: Not Set.

REQUEST FOR JUDICIAL NOTICE

Defendant City of Blue Lake (“City”) requests this Court take judicial notice under Evidence Code sections 451, 452, and 453 of the following documents in support of its Demurrer to the First Amended Complaint filed by Plaintiff Erin McClure. The documents of which the City requests judicial notice are attached hereto with the supporting declaration of Matthew C. Slentz:

- 1) **Exhibit 1** - A lease between Mary Powers and the City, executed April 26, 1912, and recorded on May 4, 1912.
- 2) **Exhibit 2** - A lease extension between Catherine McClure and the City, executed February 5, 1947, and recorded on March 11, 1947.

MEMORANDUM

I. The Court May Take Judicial Notice of Recorded Documents

The Court may notice Exhibits 1 and 2 as official acts of an executive branch. (Evid. Code, § 452, subd. (c), (h); *West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 803 [“court may take judicial notice of a recorded deed”]; *Ragland v. U.S. Bank National Assn.* (2012) 209 Cal.App.4th 182, 194 [same].) Exhibits 1 and 2 show the terms of the lease between McClure and the City, including its 50-year length and expiration in April 2012.

II. The Court Should Take Judicial Notice of All Documents Submitted Here as Relevant and Capable of Immediate and Accurate Determination

The Court may notice “[f]acts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.” (Evid. Code, § 452, subd. (h).) Every exhibit attached to this Request falls into this category, as all are public documents readily available upon request to the relevant source.

III. Conclusion

The City respectfully requests the Court judicially notice Exhibits 1 and 2.

1 DATED: September 21, 2026

COLANTUONO, HIGHSMITH &
WHATLEY, PC

Matthew Slentz

MICHAEL G. COLANTUONO
MATTHEW C. SLENTZ
Attorneys for Defendant, CITY OF BLUE LAKE

8 **DECLARATION OF MATTHEW C. SLENTZ**

9 I, Matthew C. Slentz, declare as follows:

10 1. I am an attorney licensed to practice law in the State of California and before this
11 Court. I am Senior Counsel at Colantuono, Highsmith & Whatley, PC, attorneys of record for
12 Defendant City of Blue Lake. I have personal knowledge of the matters set forth herein and if
13 called upon as a witness, I could competently testify thereto.

14 2. Attached hereto as **Exhibit 1** is a true and correct copy of a lease between Mary
15 Powers and the City, executed April 26, 1912, and recorded on May 4, 1912. I obtained this
16 document from the City.

17 3. Attached hereto as **Exhibit 2** is a true and correct copy of a lease extension
18 between Catherine McClure and the City, executed February 5, 1947, and recorded on March 11,
19 1947. I obtained this document from the City.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on this 21st day of September, 2026, at Irvine, California.

Matthew Slentz

Matthew C. Slentz

COLANTUONO, HIGHSMITH & WHATLEY, PC
420 SIERRA COLLEGE DRIVE, SUITE 140
GRASS VALLEY, CALIFORNIA 95945-5091

PROOF OF SERVICE

Erin McClure vs. City of Blue Lake
Humboldt Superior Court Case No. CV2601646

STATE OF CALIFORNIA, COUNTY OF NEVADA

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Nevada, State of California. My business address is 420 Sierra College Drive, Suite 140, Grass Valley, CA 95945-5091.

On September 22, 2026, I served true copies of the following document(s) described as **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANT CITY OF BLUE LAKE'S DEMURRER TO FIRST AMENDED COMPLAINT OF PLAINTIFF ERIN MCCLURE; DECLARATION OF MATTHEW C. SLENTZ** on the interested parties in this action as follows:

Allison G. Jackson
Harland Law Firm LLP
212 G Street, Suite 201
Eureka, CA 95501
T: (707) 444-9281
F: (707) 445-2961
ajackson@harlandlaw.com

Attorneys for Plaintiff, Erin McClure

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address sromig@chwlaw.us to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 22, 2026, at Grass Valley, California.



Sarah E. Romig

Exhibit 1

that they executed the same.

Witness my hand and official seal.

(SEAL) J.E.Merriam, Notary Public ,

in and for the County of Humboldt, State of California.

Recorded at the request of City of Blue Lake May 4th 1912 at 4 minutes past 9 A.M.

T.W.Richmond, Recorder.

Mary Powers : This Indenture, Made this 24th day of April, 1912, between Mary Powers,
to : a single person, of the County of Humboldt, State of California, the party
City of Blue Lake, : of the first part, and the City of Blue Lake, a municipal corporation, in
..... : the County of Humboldt, State of California, the party of the second part;

WITNESSETH:- That said party of the first part for and in consideration of the sum of One
(1) Dollar, lawful money of the United States of America, to her in hand paid by the party of the second
part, the receipt whereof is hereby acknowledged, and the promises and agreements on the part of said
party of the second part hereinafter set forth and contained, does hereby grant, convey, sell, assign and
transfer unto said party of the second part, its successors and assigns, all the waters upon, or
flowing, lying or being under, or passing through or under the lands and premises hereinafter described,
for and during the term of Fifty (50) years, from and after the 1st day of January, 1912, and the party
of the second part shall have the right, and the same is hereby granted to said party of the second
part, at any and all times during the said term of Fifty (50) years, to enter upon the said lands and
premises, or any part or portion thereof, by its Officers, Agents, Employees and or servants, and all and
every other person or persons, for its benefit and advantage; and at its and their will and pleasure,
without previous or any notice or demand, and with its and their agents, servants, employees, work-men,
tools, horses, machinery, carts, wagons, wood, lumber, pipes, and all other persons, materials and things that
it may deem necessary or convenient thereto, and in, upon, through and across said lands and premises,
to construct, maintain and build, any and all weirs, dams, reservoirs, wells, tanks, flumes, pipe lines, and
flumes, and any and all other things and appliances necessary or convenient, to gather, accumulate, hold,
transport, develop and carry away the said waters upon, or flowing, lying or being under, or passing
through or under the said lands and premises, and at its will and pleasure, without previous demand or
notice; to enter upon the said lands and premises, or any part or portion thereof, by its officers,
agents, employees or servants, and with its and their employees, workmen, tools, horses, carts, wagons, mach-
inery, wood, lumber, pipes, and all other persons, things and materials, and to cross and recross said
lands and premises *with due respect to the gates thereon.* to change, enlarge, modify, repair and in any manner deal with the said waters, and
the aforesaid weirs, dams, reservoirs, wells, tanks, flumes, pipe lines and any and all other things and
appliances used or which are or may become necessary to accomplish the object and purposes of this
agreement. *It is understood and agreed that the party of the first part is not to be held responsible
for damage to water pipes from falling timber.*
It is hereby stipulated and agreed that all pipe lines constructed or maintained upon or
through the said lands and premises are to be so constructed or maintained that all parts and portions
thereof shall and will not interfere with the cultivation of such parts and portions of said lands and
premises as are not occupied ~~and used by the party of the second part for the purposes herein set~~
forth and specified.

It is further stipulated and agreed that the party of the first part, her
heirs and assigns, shall have the right, and the same is hereby reserved to them to use all waters
neceassry at the dwelling house now occupied by the party of the first part, the same to be free and
without cost; and it is further stipulated and agreed that the party of the first part, her heirs and
assigns, shall have the right, and the same is hereby reserved to them, to take and use, free of charge,
sufficient quantities of said waters for use of any and all live stock kept and maintained on said
lands and premises, and the party of the second part, shall at its expense, construct a pipe line to

line to carry and transport such waters to the cattle barn now on the said lands and premises.

In consideration of the above agreement, said party of the second part promises and agrees to pay to the party of the first part, or to her heirs or assigns, the sum of Fifty (\$50.) Dollars, on the 2nd day of January, 1913, and the sum of Fifty (\$50.) Dollars on the 1st day of July 1913, and the further sum of Fifty (\$50.) Dollars on the 2nd day of January and July of each year thereafter during the said term of fifty (50) years.

It is hereby further stipulated and agreed that said party of the second part may use such rocks, stones, and earth from said lands and premises to construct the aforesaid weirs, dams, reservoirs, wells, tanks and flumes; and said party of the second part hereby promises and agrees to construct, repair, change and modify any and all of things and appliances hereinabove enumerated at its cost and expense, and without cost and expense to the party of the first part.

The lands and premises hereinabove mentioned and referred to, is that certain lot, piece or parcel of land situate, lying and being in the County of Humboldt, State of California, and particularly described as follows, to-wit:-

The South-west quarter of section twenty (20), Township Six (6) North of Range two (2) East of Humboldt Meridian, Excepting therefrom Lots or Blocks One (1) and Six (6) and that portion of Lot or Block Two (2) of the Townsite of Powersville which is south of the Angels Ranch Road, as appears by the map or plat of Powersville on file in the office of the County Recorder of the County of Humboldt.

It is further hereby stipulated and agreed that a certain agreement executed by the party of the first part and William Warren in relation to the waters on and in and under the lands and premises above described, is to be purchased and acquired by the party of the second part before this agreement takes effect.

It is further stipulated and agreed between the aforesaid parties, that all wells or holes excavated by the said party of the second part and not in use, shall be filled again by the said party of the second part; and all gates used by said second party must be kept locked when not in use, each said party is to have a key to each lock used on said gates.

It is further stipulated and agreed that should damage be done to crops growing on said lands by the said party of the second part, the said second party agrees to pay a reasonable price for such damage done or suffered to be done by the said party of the second part to crops growing thereon.

And it is agreed, that if any rent shall be due and unpaid for the term of one year after the same becomes due, the said party of the second part forfeits all rights to said water, and all rights to water pipes, tanks, reservoirs and appliances located on the aforesaid lands and the same cannot be removed therefrom by the said party of the second part, unless permission is granted by the said party of the first part.

This lease is not transferable.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written; and the party of the second part, by resolution of its Board of Trustees, has caused these presents to be signed by the President of said Board of Trustees and the City Clerk of said City of Blue Lake,

(CORPORATE)
(SEAL)

Mary Powers (SEAL)
Party of the first part.
The City of Blue Lake
Part of the second part.

Attest William Baesler
City Clerk.

By J.A. McPherson
Its President.

State of California
County of Humboldt ss

On this 1st day of April, 1912, before me J.E. Merriam, a Notary Public in and for said County, duly commissioned and sworn, personally appeared J.A. McPherson known to me to be the President of the Board of Trustees of the municipal corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the

municipal corporation therein named, and he acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL) J.E.Merriam, Notary Public

in and for the County of Humboldt, State of California.

State of California

ss

County of Humboldt On this 26th day of April, 1912, before me, J.E. Merriam, a Notary Public in and for said County, duly commissioned and sworn, personally appeared Mary Powers known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL) J.E.Merriam, Notary Public

in and for the County of Humboldt, State of California.

Recorded at the request of City of Blue Lake May 4th 1912 at 5 minutes past 9 A.M.

T.W. Richmond, Recorder

Ed. Leveque : THIS INDENTURE, Made the Fifteenth day of April, one thousand
to : nine hundred and twelve, BETWEEN Ed. Leveque, Lessor, and
A. S. Walbridge : A. S. Walbridge, Lessee.

WITNESSETH: That the Lessor hereby lets unto the Lessee all that certain Parcel of land, commencing at the North East corner of the South East quarter of the North East quarter of Section 30, In Township 6 North of Range 1 East of Humboldt Meridian, and running thence South 21 rods and seven feet; thence West 39 rods; thence North 21 rods and seven feet, more or less, to the North line of said South East quarter of North East Quarter, thence East along said North line 39 rods to the place of beginning; said parcel containing five 22/100 acres, more or less.

TO HAVE AND TO HOLD, for the term of One year, to wit: from the 15th day of April, A.D.1912, to the 15th day of April, A.D.1913, payable therefor the rent of Seventy Five no/100 Dollars, gold coin of the United States of America, and the Lessee promise to pay the said rent in such terms and as follows, to wit: Thirty-seven 50/100 Dollars (\$37.50) on the fifteenth day of June, and the balance of Thirty Seven 50/100 Dollars (\$37.50) six months from the commencement of this lease, and to quit and deliver the premises to the Lessor or his agent or attorney, at the end of the term, in as good order and condition (reasonable use and wear thereof, and damages by the elements excepted), as the same are now or may be put into; and to pay the rent as above stated during the term, also the rent as above stated for such further time as the Lessee may hold the same, and not make or suffer any waste thereof, nor lease, nor underlet, nor permit any other person or persons to occupy or improve the same; or make or suffer to be made, any alterations therein, but with the approbation of the Lessor thereto, in writing, having been first obtained; and that the Lessor may enter to view and make improvements, and to expel the Lessee if he shall fail to pay the rent as aforesaid, or make or suffer any strip or waste thereof.

If the Lessee shall hold over the term with the consent, express or implied, of the Lessor, such holding shall be a tenancy only from month to month and the Lessee will pay the rent as above stated for such further time as he may hold the same.

Should default be made in the payment of any portion of said rent when due, and for 15 days thereafter, the Lessor his agent or attorney may re-enter and take possession, and at his option terminate this Lease.

Exhibit 2

described as follows:

The West half of the Northeast quarter, South east quarter of Northeast quarter
Southeast quarter of Northwest quarter, of Section 34, Twp. 3 S. R. 1 E. N.M.
containing 160 Acres.

Upon the following terms:

\$1.50 per M on pay as cut basis, payment to be made upon resale either in the log or
as manufactured lumber.

Said above mentioned sum of \$300.00 paid as the consideration for this Agreement of
Sale to apply on ultimate stumpage at above mentioned rate and to be credited on purchase price.

Second parties agree to commence operations not later than December 1st, 1947 and to
complete operations not later than three years thereafter.

TO HAVE AND TO HOLD the same to the said parties of the second part, their executors,
administrators and assigns forever. And I do for myself, my heirs, executors and administra-
tors covenant and agreed to and with the said parties of the second part, their executors,
administrators and assigns to warrant and defend the sale of said property hereby made unto
the said parties of the second part, their executors, administrators and assigns against all
and every person and persons whomsoever claiming or to claim the same.

IN WITNESS WHEREOF I have hereunto set my hand the 4th day of March, 1947

Edith M. Reid

Beatrice Myers Winslow
Witness

State of California,)
County of Humboldt.) ss

On this 4th day of March A. D., One Thousand Nine Hundred and Forty-Seven before me
Beatrice Myers Winslow a Notary Public in and for said County, personally appeared EDITH M.
REID known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

Witness my Hand and Official Seal.

(SEAL)

Beatrice Myers Winslow
Notary Public in and for the County of
Humboldt, State of California

2385 Recorded at the request of A. J. Barbee, March 11th, 1947, at 55 minutes past 12 P.M.,
in book 5 of Official Records page 331, Records of the County of Humboldt.

Emma A. Cox, Recorder

Paid \$1.00

By Bernice Starr, Deputy

Witness *Beatrice Myers Winslow* Compare

A G R E E M E N T

THIS AGREEMENT, made and entered into, by and between CATHERINE V. MC CLUNE, hereinafter
designated as the Party of the First Part, and the CITY OF BLUE LAKE, a municipal corporation
of the Sixth Class, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H E T H A T

WHEREAS, the Party of the Second Part is the owner of a water works used for municipal
purposes, and in the Year of 1912 obtained a right over and across premises now owned by the
Party of the First Part to maintain pipelines, reservoir, tanks and dig wells at any place on
First Party's real property near Blue Lake, which said right was granted Second Party for a
period of Fifty (50) years, and which Agreement was executed by MARY POWERS, the then owner of
the property now owned by Second Party by Agreement dated April 24, 1921 and recorded in Book 1
of Leases, page 432, Humboldt County records; and

WHEREAS, thirty-two (32) years have elapsed since said right was granted said Second

Party and only eighteen (18) years remain when it would be necessary to secure an extension or additional right of way for said Second Party; and

WHEREAS, said Agreement creates a lien and franchise against all of the properties now owned by the First Party for such purposes, and the First Party is willing to extend said rights so now held by said Second Party for an additional fifty (50) years in consideration of Second Party releasing all rights received under said Agreement to dig wells, maintain reservoirs, tanks and pipelines to that portion of the First Party's real property lying easterly of the Buckley Road. Also to release the right to dig wells, maintain reservoirs and tanks on that portion of First Parties property that is reasonably flat land lying westerly of the Buckley Road approximately 1400 feet Northerly of the state highway, along the present pipe line belonging to Second Party; and

WHEREAS, it has been found by the Council of the City of Blue Lake that said portion of said property of the First Party lying easterly of the Buckley Road is not necessary or if any material to the Second Party and that said flat land lying westerly of the Buckley Road is not necessary for the use of Second Party except for the maintenance of a pipe line thereover.

NOW THEREFORE, the Second Party does hereby release all rights that may have been reason of said MARY POWERS Agreement to all the lands of the First Party lying easterly of the Buckley Road including the franchise and privileges of digging wells, maintaining reservoirs and pipe lines. That said Second Party also releases its right to dig wells, maintain reservoirs and to construct or maintain tanks on all that reasonable flat land lying westerly of the Buckley Road to the foot of the hill, which land is approximately 1400 feet northerly of the state highway, measured along the present pipe line. That said Second Party reserves the right to maintain, construct, reconstruct, or realign the pipe line over said flat land, together with the right to enter in upon and over said flat land for the purpose of such construction, repair, reconstruction, maintenance or realignment of such pipe line, providing however, that should said Second Party, in going over and across said flat land, damage crops, said Second Party shall be liable for the reasonable value of the crops so damaged.

IT IS UNDERSTOOD AND AGREED, however, that this release is limited to the land above mentioned, lying easterly and westerly of the Buckley Road and does not effect any of the balance of the property or the right, privileges, or franchises of the Second Party in the other lands belonging to First Party.

In consideration of the above release, the First Party hereby extends the term of said Agreement and all the rights privileges, and franchises granted by said MARY POWERS Agreement, except those rights, privileges, and franchises above herein released, lying easterly and Westerly of the Buckley road for a period of fifty (50) years from the expiration of said Agreement so received from MARY POWERS. That is to say, it shall remain in full force and effect until the 24th day of April, 2012, A. D.

IN WITNESS WHEREOF, the parties have executed these presents this 5 day of February, 1947.

Catherine V. McClure
PARTY OF THE FIRST PART

City of Blue Lake:

By: Robert M. Yegge
MAYOR

ATTEST: Effie Acorn Yegge
CITY CLERK OF THE CITY OF BLUE LAKE

State of California, }
County of Humboldt. } ss.

On this 7th day of March A. D., One Thousand Nine Hundred and forty seven before me May S. Banducci a notary public in and for said County, personally appeared Robert M. Yegge,

Mayor of the City of Blue Lake, and Effie Acorn Yegge, City Clerk of City of Blue Lake known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Witness my Hand and Official Seal,

May S. Banducci

Notary Public in and for the County of
Humboldt, State of California

My term expires April 13, 1947

2386 Recorded at the request of Effie Acorn Yegge March 11th 1947 at 45 minutes past 12 P.M.,
in book 5 of Official Records page 332, Records of the County of Humboldt.

Emma A. Cox, Recorder

No fee

By Esther C. Jennings, Deputy

per: *[Signature]* Compare

Joint Tenancy Deed

In consideration of \$10.00 TEN DOLLARS, receipt of which is hereby acknowledged,
JOHN E. WILLIAMSON and ANNA A. WILLIAMSON, husband and wife do hereby Grant to FLORINDO
DE LUCA or VERNA DE LUCA husband and wife AS JOINT TENANTS, all that real property in the
County of Humboldt, State of California, described as:

Twelve (12) acres in the Northwest quarter of the Southwest quarter of Section Four (4),
Township 1 South, Range 5 East, boundaries as follows, to-wit:

Beginning at a rock beside the county road marked with a plate by the U. S. Biological
Survey, following the County Road South 40 rods, thence Westerly 40 rods in a direction
approximately 20 degrees North of west; thence straight north to the North line of the (40)
forty, East along the North line to the County Road; thence along the South and West side of
the County Road to the starting point.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertain-
ing, and the reversion and reversions, remainder and remainders, rents, issues and profits
thereof.

Dated this 10th day of February, 1947

John E. Williamson

Anna A. Williamson

State of California,)
County of Los Angeles) ss.

On this 10th day of February, 1947, before me, Irma Haglund, a Notary Public in and
for said County, personally appeared John E. Williamson and Anna A. Williamson, husband and
wife known to me to be the persons whose names are subscribed to the foregoing instrument and
acknowledged that they executed the same.

Witness my hand and official seal.

(SEAL)

Irma Haglund

Notary Public in and for said County and
State

Com. Exp. Dec. 14, 1948

2338 Recorded at the request of Florindo De Luca, March 11th, 1947, at 12 minutes past 1 P.M.,
in book 5 of Official Records page 334, Records of the County of Humboldt.

Emma A. Cox, Recorder

Paid \$1.00

By Bernice Starr, Deputy

per: *[Signature]* Compare