

1 Allison G. Jackson, State Bar No. 157078
HARLAND LAW FIRM LLP
2 212 G Street, Suite 201
Eureka, California 95501
3 (707) 444-9281 telephone
(707) 445-2961 facsimile

4 Attorneys for Plaintiff
5 ERIN MCCLURE
6

7 SUPERIOR COURT OF CALIFORNIA

8 COUNTY OF HUMBOLDT

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

Case No. Case No. CV2601646

10 Plaintiff,

*FIRST AMENDED COMPLAINT FOR
INVERSE CONDEMNATION;
DEMAND FOR JURY TRIAL*

11 v.

12 CITY OF BLUE LAKE; and DOES 1
13 through 25, inclusive,

14 Defendants.
15 _____/

16 COMPLAINT FOR INVERSE CONDEMNATION

17 Plaintiff, complaining of Defendant, alleges and says:

18 I. PARTIES.

- 19 1. Plaintiff, ERIN MCCLURE, Trustee of The Richard V. McClure Testamentary
20 Trust, is an individual residing in the County of Humboldt, State of California,
21 and is the owner of real property located at 571 Blue Lake Blvd., Blue Lake,
22 California; APN 312-131-037-000, 312-131-045-000, 312-131-046-000, and 312-
23 190-010-000.
- 24 2. Defendant CITY OF BLUE LAKE is a public entity organized and existing under
25 the laws of the State of California, with its principal place of business in the
26 County of Humboldt, State of California.
- 27 3. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
28 DOES 1 through 25 and therefore sues these defendants by such fictitious names.

1 Plaintiff will amend this cross-complaint to allege their true names and capacities
2 when ascertained. Plaintiff is informed and believe and thereon allege that each
3 of these fictitiously named defendants are legally responsible in some manner for
4 the wrongs and injuries alleged herein.

5 II. JURISDICTION AND VENUE.

6 4. This Court has subject matter jurisdiction over this action pursuant to Article VI,
7 Section 10, of the California Constitution and California Code of Civil Procedure,
8 Section 88, as this is an unlimited civil case seeking compensation for a taking or
9 damaging of private property.

10 5. This Court has personal jurisdiction over Defendant because Defendant is a
11 public entity that maintains its principal place of business in California, and the
12 acts complained of occurred within this State.

13 6. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Section 392, because the real property that is the subject of this action is located
15 in the State of California, County of Humboldt.

16 7. No claim is required to be filed prior to the commencement of this action
17 pursuant to California Government Code, Section 905.1, which provides that no
18 claim is required to maintain an action against a public entity for taking of, or
19 damage to, private property pursuant to Article I, Section 19, of the California
20 Constitution.

21 III. FACTUAL ALLEGATIONS.

22 8. Plaintiff is the owner of real property located at 571 Blue Lake Blvd., Blue Lake,
23 California, which is more particularly described as APN 312-131-037-000, 312-
24 131-045-000, 312-131-046-000 and 312-190-010-000, whose legal descriptions
25 and parcel maps are attached hereto as Exhibit 1 and incorporated herein by
26 reference. The property is not within the city limits of Blue Lake, but is in the
27 county jurisdiction.

28 9. The McClure family has owned this property since 1876.

- 1 10. The City of Blue Lake has placed water tanks on the property since approximately
2 1911 or 1912.
- 3 11. The original term was \$1.00 and it was subsequently changed decades later to
4 \$50 every six months and free water.
- 5 12. Richard V. McClure was the owner of the property until he passed away on July
6 20, 1993.
- 7 13. Upon his passing, a trust was created, and Patricia Charley was named as Trustee;
8 Plaintiff MCCLURE was named as successor trustee.
- 9 14. In April of 2012, the lease expired. In 2012, Patricia Charley was the trustee of
10 the Subject Property.
- 11 15. Plaintiff McClure Trust continued to accept the \$50 dollar payments and allowed
12 the city to keep its tanks on the property for the next 14 years by permission
13 during the time it was negotiating in good faith for another written lease.
- 14 16. Upon Patricia Charley's death on or about January 4, 2022, Plaintiff acquired the
15 property as Successor Trustee.
- 16 17. Plaintiff MCCLURE attempted to negotiate a new lease with Defendant CITY OF
17 BLUE LAKE. Defendant refused to enter into a new lease but Plaintiff McClure
18 continued to take the City's \$50 payment and gave permission for the city to
19 maintain the tank during the negotiation period of 14 years (from 2012 through
20 July of 2026.)
- 21 18. Plaintiff MCCLURE and Defendant CITY OF BLUE LAKE entered into an
22 agreement on April 7, 2026, wherein Defendant could continue to keep their
23 water tank on site, via an easement for a new fixed fee by Resolution 1257 with
24 landowner Erin McClure.
- 25 19. On June 12, 2026, Defendant sent a letter prior to the close of escrow on the
26 easement agreement, that Defendant would be terminating the agreement prior
27 to it becoming binding on the parties.
- 28 20. The agreement fell apart when the parties could not finalize title insurance

requirements.

21. Upon the City officially terminating the agreement, in July of 2026, the McClure trust then rescinded its prior permission for the City to maintain the tank on the Subject Property by permission during the negotiation process.

22. Because the City terminated the agreement in July 2026, resulting in Plaintiff immediately rescinding her permission for the City to continue to use the tank, Plaintiff brought this suit.

23. Prior to the acts and conduct alleged herein, Plaintiff's property was a horse ranch and logging operation and has two houses and a modular home on site.

24. The property had a fair market value of approximately 3 million dollars prior to the taking or damaging alleged herein. The unresolved water tank issue diminishes the value of the property by a minimum of approximately \$500,000.

25. During the negotiation process but at least from July 2026 to present, when Defendant terminated the agreement prior to it becoming binding, Defendant's refusal to remove their Water Tank or pay the fair market value for a new lease has deprived Plaintiff from the use and enjoyment of her property.

26. As a direct and proximate result of Defendant's conduct, Plaintiff's property has been taken or damaged and substantially interfered with.

27. Defendant's termination of the agreement in July 2026 has damaged Plaintiff from that date forward.

28. Defendant's refusal to remove the tank after the July 2026 termination of the agreement has damaged Plaintiff from that date forward.

29. Defendant's conduct has caused a diminution in value of the subject property of at least \$500,000 together with lost monthly rent.

30. The taking or damaging of Plaintiff's property was for a public use, specifically for a large tank for storage of water for use by the CITY OF BLUE LAKE.

31. Defendant has not paid just compensation to Plaintiff for the taking Plaintiff's property. Defendant has not paid compensation for the damage to Plaintiff's

1 property from leaving its tank on the property upon the City's termination of the
2 agreement and Plaintiff's rescinding its permission for the City to keep the tank
3 where it is located during the negotiation process.

4 32. As a result of Defendant's conduct, Plaintiff has been deprived of economically
5 viable use of the property and/or the property has suffered substantial
6 diminution in value.

7 33. Plaintiff has sustained damages in an amount to be proven at trial, but not less
8 than \$878,000 as previously valued in writing by Defendant CITY OF BLUE
9 LAKE, plus the diminution of value of the subject property of \$500,000.

10 IV. CAUSES OF ACTION.

11 FIRST CAUSE OF ACTION

12 INVERSE CONDEMNATION

13 34. Plaintiff realleges and incorporates by reference paragraphs 1 through 33.

14 35. Article I, Section 19(a) of the California Constitution provides that private
15 property may be taken or damaged for a public use only when just compensation
16 has first been paid to, or into court for, the owner. Cal Const, Art. I § 19.

17 36. Defendant's conduct constituted a taking or damaging of Plaintiff's property
18 within the meaning of Article I, Section 19, of the California Constitution.

19 37. Defendant's taking or damaging of Plaintiff's property was for a public use for
20 water storage for the CITY OF BLUE LAKE.

21 38. Defendant has not paid just compensation to Plaintiff for the taking or damaging
22 of Plaintiff's property.

23 39. As a direct and proximate result of Defendant's taking or damaging of Plaintiff's
24 property without payment of just compensation, Plaintiff has been damaged in an
25 amount to be proven at trial, which amount includes but is not limited to:

26 a. The fair market value of the property taken or the diminution in value of
27 the property damaged; and

28 b. Loss of use and enjoyment of the property;

1 c. Costs incurred as a direct result of the taking or damaging.

2 d. Other consequential damages flowing from the taking or damaging.

3 40. Plaintiff is entitled to recover just compensation for the taking or damaging of the
4 property, which compensation shall be measured by the fair market value of the
5 property taken or the diminution in value of the property, together with any other
6 damages proximately caused by the taking or damaging, including monthly
7 losses.

8 V. PRAYER FOR RELIEF.

9 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in
10 favor of Plaintiff and against Defendant as follows:

- 11 1. For just compensation for the taking or damaging of Plaintiff's property in an
12 amount to be proven at trial, but not less than \$1,375,000;
- 13 2. For reasonable costs, disbursements, and expenses, including reasonable
14 attorney fees, appraisal fees, and engineering fees, as provided by California Code
15 of Civil Procedure, Section 1036;
- 16 3. For pre-judgment interest as provided by law;
- 17 4. For post-judgment interest as provided by law;
- 18 5. For attorney fees as provided for by law;
- 19 6. For costs of suit incurred herein; and
- 20 7. For such other and further relief as the Court deems just and proper.

21 JURY DEMAND

22 Plaintiff hereby demands a trial by jury on all issues so triable.

23
24 DATED: August 19, 2026

Respectfully submitted,

25 HARLAND LAW FIRM LLP

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28 Allison G. Jackson
Attorneys for Plaintiff ERIN MCCLURE,
Trustee of The Richard V. McClure
Testamentary Trust

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of July, 2026, at Eureka, California.

Erin McClure
Erin McClure, Trustee of The Richard V.
McClure Testamentary Trust

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Exhibit 1 Follows This Page

Exhibit 1
Legal Descriptions

For APN/Parcel ID(s):

312-131-037-000, 312.131-045-000, 312-131-046-000 and 312-190-010-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT A:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 2573 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF HUMBOLDT COUNTY IN BOOK 23, PAGES 37 AND 38, OF PARCEL MAPS.

APN: 312-131-037-000

TRACT B:

PARCEL ONE:

THAT REAL PROPERTY SITUATE IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTH OF FORMER STATE HIGHWAY 299, NOW A COUNTY ROAD.

ALSO EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE FOLLOWING DEEDS OF RECORD:

1) DEED FROM CATHERINE V. MCCLURE TO INA FAUSTINO DATED OCTOBER 29, 1945 AND RECORDED OCTOBER 29, 1945, IN BOOK 277, PAGE 135, OF DEEDS, UNDER RECORDER'S SERIAL NO. 7218.

2) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO BROUSSE BRIZARD AND WIFE DATED MAY 25, 1946, RECORDED JUNE 15, 1946 IN BOOK 282, PAGE 447, OF DEEDS, UNDER RECORDER'S SERIAL NO. 6837.

3) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO THELMA CHAPMAN DATED SEPTEMBER 2, 1952 AND RECORDED SEPTEMBER 26, 1952, UNDER RECORDER'S SERIAL NO. 11575, BOOK 222, PAGE 602, OF OFFICIAL RECORDS.

4) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND

Exhibit 1
Legal Descriptions

TO BROUSSE BRIZARD AND WIFE DATED JUNE 6, 1955, RECORDED AUGUST 8, 1955, UNDER RECORDER'S SERIAL NO. 12208, BOOK 351, PAGE 382 OF OFFICIAL RECORDS.

5) DEED FROM W. F. MCCLURE AND CATHERINE V. MCCLURE, HIS WIFE TO JULIUS W. THACKER AND WIFE DATED AUGUST 12, 1955, RECORDED NOVEMBER 25, 1955, UNDER RECORDER'S SERIAL NO. 18918, BOOK 368, PAGE 78, OF OFFICIAL RECORDS.

6) DEED FROM JOHN FORBES TO ROBERT NATT DATED JANUARY 31, 1920 AND RECORDED FEBRUARY 17, 1920 IN BOOK 140, PAGE 339, OF DEEDS.

7) DEED FROM SULA MCCAHAN, ET AL, TO JASPER L. WARD AND WIFE BY DEED DATED MARCH 26, 1921 AND RECORDED APRIL 30, 1921 IN BOOK 154, PAGE 103, OF DEEDS.

8) DEED FROM JAMES A. LAIRD TO CHRIS KREL AND WIFE DATED DECEMBER 1, 1955 AND RECORDED JANUARY 26, 1956 UNDER RECORDER'S SERIAL NO. 1369, BOOK 376, PAGE 245, OF OFFICIAL RECORDS.

9) DEED FROM RICHARD V. MCCLURE AND WIFE TO ARTHUR C. JONES AND WIFE, RECORDED AUGUST 17, 1973, IN BOOK 1204, PAGE 189, OF OFFICIAL RECORDS.

10) DEED FROM RICHARD V. MCCLURE AND MARY JUNE MCCLURE, HUSBAND AND WIFE TO THOMAS G. CHARLEY AND PATRICIA S. CHARLEY, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED APRIL 27, 1988, UNDER RECORDER'S SERIAL NO. 8061, BOOK 1872, PAGE 68, OF OFFICIAL RECORDS.

PARCEL TWO:

THE LAND CONVEYED TO RICHARD V. AND MARY J. MCCLURE BY DEED RECORDED JANUARY 7, 1944, IN BOOK 264, PAGE 284, OF DEEDS, HUMBOLDT COUNTY RECORDS.

EXCEPTING FROM PARCELS ONE AND TWO DESCRIBED ABOVE, THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE LAND CONVEYED TO RICHARD V. AND MARY J. MCCLURE BY DEED RECORDED JANUARY 7, 1944 IN BOOK 264, PAGE 284, OF DEEDS, HUMBOLDT COUNTY RECORDS, SAID POINT BEING LOCATED 225 FEET NORTH AND 364 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 20 AND RUNNING ALONG THE SOUTH LINE OF MCCLURE'S LAND ABOVE DESCRIBED, NORTH 58 DEGREES 17 MINUTES WEST, 13.19 FEET TO A POINT LOCATED NORTH 23 DEGREES 00 MINUTES 06 SECONDS WEST, 84.15 FEET FROM A 2 L/2-INCH BRASS CAPPED

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Legal Descriptions

MONUMENT AT STATION "L" 49+16.28 BC IN THE CENTERLINE OF BLUE LAKE BOULEVARD AS SHOWN ON THE SURVEY FOR THE COUNTY OF HUMBOLDT, RECORDED MAY 6, 2003 IN BOOK 62, PAGES 10 THROUGH 13, OF SURVEYS, HUMBOLDT COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 29 DEGREES 17 MINUTES 00 SECONDS EAST, 157.36 FEET;
THENCE SOUTH 60 DEGREES 43 MINUTES 00 SECONDS EAST, 192.00 FEET;
THENCE SOUTH 18 DEGREES 13 MINUTES 45 SECONDS WEST, 138.01 FEET TO THE NORTH LINE OF PARCEL 1 AS SHOWN IN PARCEL MAP NO. 2573 RECORDED APRIL 15, 1988 IN BOOK 23, PAGES 37 AND 38, OF PARCEL MAPS, HUMBOLDT COUNTY RECORDS, AND THE CENTERLINE OF POWERS CREEK; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, DESCRIBED ABOVE, NORTH 84 DEGREES 40 MINUTES 00 SECONDS WEST, TO THE WESTERLY TERMINUS OF THE COURSE "N 84°40'00" W" AS SHOWN ON PARCEL MAP NO. 2573, ABOVE DESCRIBED;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 37 DEGREES 47 MINUTES 15 SECONDS WEST, TO THE CENTERLINE OF BLUE LAKE BOULEVARD AS SHOWN ON THE SURVEY FOR THE COUNTY OF HUMBOLDT, RECORDED MAY 6, 2003, IN BOOK 62, PAGES 10 THROUGH 13, OF SURVEYS, HUMBOLDT COUNTY RECORDS;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF BLUE LAKE BOULEVARD, TO THE 2 1/2-INCH BRASS CAPPED MONUMENT, DESCRIBED ABOVE;

THENCE NORTH 51 DEGREES 46 MINUTES 36 SECONDS WEST (N49°50'12" W PER BOOK 62, PAGE 12, OF SURVEYS), ALONG SAID CENTERLINE TO A POINT THAT BEARS SOUTH 29 DEGREES 17 MINUTES 00 SECONDS WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 29 DEGREES 17 MINUTES 00 SECONDS EAST, TO THE TRUE POINT OF BEGINNING.

APN: 312-131-045-000

TRACT C:

PARCEL ONE:

THAT REAL PROPERTY SITUATE IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTH OF FORMER STATE HIGHWAY 299, NOW A COUNTY ROAD.

Exhibit 1
Legal Descriptions

ALSO EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE FOLLOWING DEEDS OF RECORD:

- 1) DEED FROM CATHERINE V. MCCLURE TO INA FAUSTINO DATED OCTOBER 29, 1945 AND RECORDED OCTOBER 29, 1945, IN BOOK 277, PAGE 135, OF DEEDS, UNDER RECORDER'S SERIAL NO. 7218.
- 2) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO BROUSSE BRIZARD AND WIFE DATED MAY 25, 1946, RECORDED JUNE 15, 1946 IN BOOK 282, PAGE 447, OF DEEDS, UNDER RECORDER'S SERIAL NO. 6837.
- 3) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO THELMA CHAPMAN DATED SEPTEMBER 2, 1952 AND RECORDED SEPTEMBER 26, 1952, UNDER RECORDER'S SERIAL NO. 11575, BOOK 222, PAGE 602, OF OFFICIAL RECORDS.
- 4) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO BROUSSE BRIZARD AND WIFE DATED JUNE 6, 1955, RECORDED AUGUST 8, 1955, IN BOOK 351, PAGE 382, OF OFFICIAL RECORDS, UNDER RECORDER'S SERIAL NO. 12208.
- 5) DEED FROM W. F. MCCLURE AND CATHERINE V. MCCLURE, HIS WIFE TO JULIUS W. THACKER AND WIFE DATED AUGUST 12, 1955, RECORDED NOVEMBER 25, 1955, UNDER RECORDER'S SERIAL NO. 18918, BOOK 368, PAGE 78, OF OFFICIAL RECORDS.
- 6) DEED FROM JOHN FORBES TO ROBERT NATT DATED JANUARY 31, 1920 AND RECORDED FEBRUARY 17, 1920 IN BOOK 140, PAGE 339, OF DEEDS.
- 7) DEED FROM SULA MCCAHAN, ET AL, TO JASPER L. WARD AND WIFE BY DEED DATED MARCH 26, 1921 AND RECORDED APRIL 30, 1921 IN BOOK 154, PAGE 103, OF DEEDS.
- 8) DEED FROM JAMES A. LAIRD TO CHRIS KREL AND WIFE DATED DECEMBER 1, 1955 AND RECORDED JANUARY 26, 1956, UNDER RECORDER'S SERIAL NO. 1369, BOOK 376, PAGE 245, OF OFFICIAL RECORDS.
- 9) DEED FROM RICHARD V. MCCLURE AND WIFE TO ARTHUR C. JONES AND WIFE, RECORDED AUGUST 17, 1973, IN BOOK 1204, PAGE 189, OF OFFICIAL RECORDS.
- 10) DEED FROM RICHARD V. MCCLURE AND MARY JUNE MCCLURE, HUSBAND AND WIFE TO THOMAS G. CHARLEY AND PATRICIA S. CHARLEY, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED APRIL 27, 1988, UNDER RECORDER'S SERIAL NO. 8061, BOOK 1872, PAGE 68, OF OFFICIAL RECORDS.

Exhibit 1
Legal Descriptions

PARCEL TWO:

THE LAND CONVEYED TO RICHARD V. AND MARY J. MCCLURE BY DEED RECORDED JANUARY 7, 1944, IN BOOK 264, PAGE 284, OF DEEDS, HUMBOLDT COUNTY RECORDS.

EXCEPTING FROM PARCELS ONE AND TWO DESCRIBED ABOVE, THE LAND LYING WESTERLY OF THE WEST LINE, NORTHERLY OF THE NORTH LINE AND EASTERLY OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE LAND CONVEYED TO RICHARD V. AND MARY J. MCCLURE BY DEED RECORDED JANUARY 7, 1944 IN BOOK 264, PAGE 284, OF DEEDS, HUMBOLDT COUNTY RECORDS, SAID POINT BEING LOCATED 225 FEET NORTH AND 364 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 20 AND RUNNING ALONG THE SOUTH LINE OF MCCLURE'S LAND ABOVE DESCRIBED, NORTH 58 DEGREES 17 MINUTES WEST, 13.19 FEET TO A POINT LOCATED NORTH 23 DEGREES 00 MINUTES 06 SECONDS WEST, 84.15 FEET FROM A 2 1/2 -INCH BRASS CAPPED MONUMENT AT STATION "L" 49+16.28 BC IN THE CENTERLINE OF BLUE LAKE BOULEVARD AS SHOWN ON THE SURVEY FOR THE COUNTY OF HUMBOLDT, RECORDED MAY 6, 2003 IN BOOK 62, PAGES 10 THROUGH 13, OF SURVEYS, HUMBOLDT COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 29 DEGREES 17 MINUTES 00 SECONDS EAST, 157.36 FEET;
THENCE SOUTH 60 DEGREES 43 MINUTES 00 SECONDS EAST, 192.00 FEET;
THENCE SOUTH 18 DEGREES 13 MINUTES 45 SECONDS WEST, 138.01 FEET TO THE NORTH LINE OF PARCEL 1 AS SHOWN IN PARCEL MAP NO. 2573 RECORDED APRIL 15, 1988 IN BOOK 23, PAGES 37 AND 38, OF PARCEL MAPS, HUMBOLDT COUNTY RECORDS, AND THE CENTERLINE OF POWERS CREEK; THENCE ALONG THE NORTHERLY LINE OF PARCEL 1, DESCRIBED ABOVE, NORTH 84 DEGREES 40 MINUTES 00 SECONDS WEST, TO THE WESTERLY TERMINUS OF THE COURSE "N 84°40'00" W" AS SHOWN ON PARCEL MAP NO. 2573, ABOVE DESCRIBED;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, SOUTH 37 DEGREES 47 MINUTES 15 SECONDS WEST, TO THE CENTERLINE OF BLUE LAKE BOULEVARD AS SHOWN ON THE SURVEY FOR THE COUNTY OF HUMBOLDT, RECORDED MAY 6, 2003, IN BOOK 62, PAGES 10 THROUGH 13, OF SURVEYS, HUMBOLDT COUNTY RECORDS;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF BLUE LAKE BOULEVARD, TO THE 2 1/2-INCH BRASS CAPPED MONUMENT, DESCRIBED ABOVE;

THENCE NORTH 51 DEGREES 46 MINUTES 36 SECONDS WEST (N49°50'12"W PER BOOK 62, PAGE 12, OF SURVEYS), ALONG SAID CENTERLINE TO A POINT THAT BEARS SOUTH 29 DEGREES 17 MINUTES 00 SECONDS WEST FROM THE TRUE POINT OF BEGINNING;

Exhibit 1
Legal Descriptions

THENCE NORTH 29 DEGREES 17 MINUTES 00 SECONDS EAST, TO THE TRUE POINT OF BEGINNING.

APN: 312-131-046-000

TRACT D:

THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, HUMBOLDT MERIDIAN.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING SOUTH OF FORMER STATE HIGHWAY 299, NOW A COUNTY ROAD.

ALSO EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE FOLLOWING DEEDS OF RECORD:

- 1) DEED FROM CATHERINE V. MCCLURE, A MARRIED PERSON CONVEYING HER SEPARATE PROPERTY TO RICHARD V. MCCLURE AND WIFE DATED JANUARY 6, 1944 AND RECORDED JANUARY 7, 1944, UNDER RECORDER'S SERIAL NO. 84, BOOK 264, PAGE 284 OF DEEDS.
- 2) DEED FROM CATHERINE V. MCCLURE TO INA FAUSTINO DATED OCTOBER 29, 1945 AND RECORDED OCTOBER 29, 1945, UNDER RECORDER'S SERIAL NO. 7218, BOOK 277, PAGE 135, OF DEEDS.
- 3) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO BROUSSE BRIZARD AND WIFE DATED MAY 25, 1946, RECORDED JUNE 15, 1946 UNDER RECORDER'S SERIAL NO. 6837, BOOK 282, PAGE 447 OF DEEDS.
- 4) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND THELMA CHAPMAN DATED SEPTEMBER 2, 1952 AND RECORDED SEPTEMBER 26, 1952, UNDER RECORDER'S SERIAL NO. 11575, BOOK 222, PAGE 602, OF OFFICIAL RECORDS.
- 5) DEED FROM CATHERINE V. MCCLURE AND W. F. MCCLURE, HER HUSBAND TO BROUSSE BRIZARD AND WIFE DATED JUNE 6, 1955, RECORDED AUGUST 8, 1955, UNDER RECORDER'S SERIAL NO. 12208, BOOK 351, PAGE 382, OF OFFICIAL RECORDS.
- 6) DEED FROM W. F. MCCLURE AND CATHERINE V. MCCLURE, HIS WIFE TO JULIUS W. THACKER AND WIFE DATED AUGUST 12, 1955, RECORDED NOVEMBER 25, 1955, UNDER RECORDER'S SERIAL NO. 18918, BOOK 368, PAGE 78, OF OFFICIAL RECORDS.
- 7) DEED FROM JOHN FORBES TO ROBERT NATT DATED JANUARY 31, 1920 AND RECORDED FEBRUARY 17, 1920 IN BOOK 140, PAGE 339, OF DEEDS.

Exhibit 1
Legal Descriptions

8) DEED FROM SULA MCCAHAN, ET AL, TO JASPER L. WARD AND WIFE BY DEED DATED MARCH 26, 1921 AND RECORDED APRIL 30, 1921 IN BOOK 154, PAGE 103, OF DEEDS.

9) DEED FROM JAMES A. LAIRD TO CHRIS KREL AND WIFE DATED DECEMBER 1, 1955 AND RECORDED JANUARY 26, 1956, UNDER RECORDER'S SERIAL NO. 1369, BOOK 376, PAGE 245, OF OFFICIAL RECORDS.

10) DEED FROM RICHARD V. MCCLURE AND WIFE TO ARTHUR C. JONES AND WIFE, RECORDED AUGUST 17, 1973, IN BOOK 1204, PAGE 189, OF OFFICIAL RECORDS.

11) DEED FROM RICHARD V. MCCLURE AND MARY JUNE MCCLURE, HUSBAND AND WIFE TO THOMAS G. CHARLEY AND PATRICIA S. CHARLEY, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED APRIL 27, 1988, UNDER RECORDER'S SERIAL NO. 8061, BOOK 1872, PAGE 68, OF OFFICIAL RECORDS.

12) DEED FROM RICHARD V. MCCLURE AND MARY JUNE MCCLURE, HUSBAND AND WIFE TO STATE OF CALIFORNIA RECORDED DECEMBER 7, 1962, UNDER RECORDER'S SERIAL NO. 20554, BOOK 715, PAGE 8, OF OFFICIAL RECORDS.

13) DEED FROM RICHARD V. MCCLURE AND MARY JUNE MCCLURE, HUSBAND AND WIFE AS JOINT TENANTS TO KENNETH M. BAREILLES AND LINDA BAREILLES, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED DECEMBER 30, 1974, UNDER RECORDER'S SERIAL NO. 22296, BOOK 1269, PAGE 463, OF OFFICIAL RECORDS.

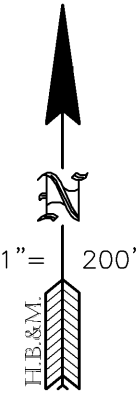
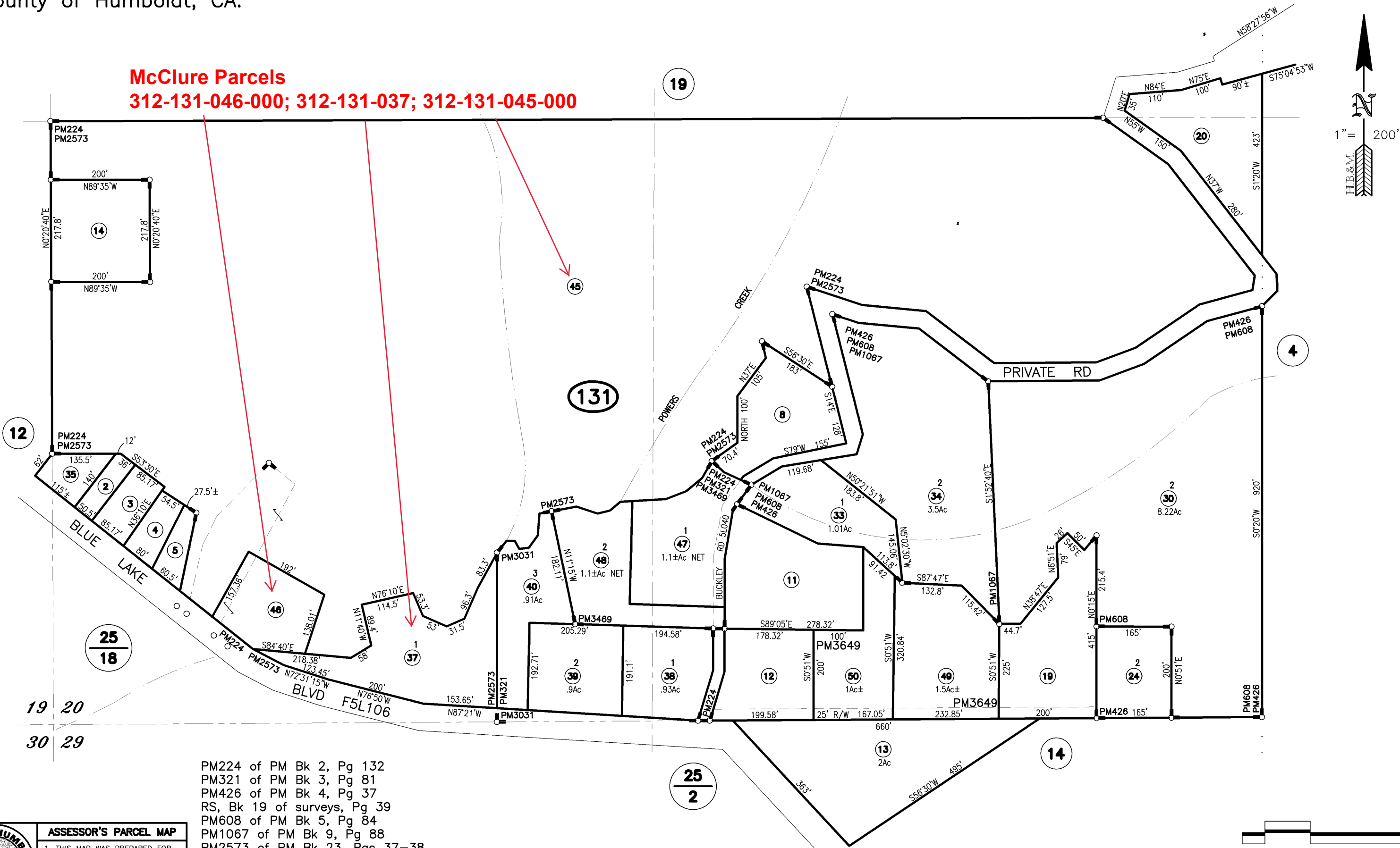
ALSO EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE FOLLOWING NOTICES OF RECORD:

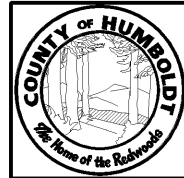
1) A NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE RECORDED FEBRUARY 26, 2007, AS INSTRUMENT NO. 2007-6039-5, HUMBOLDT COUNTY RECORDS.

2) A NOTICE OF LOT LINE ADJUSTMENT AND CERTIFICATE OF SUBDIVISION COMPLIANCE RECORDED FEBRUARY 26, 2007, AS INSTRUMENT NO. 2007-6040-5, HUMBOLDT COUNTY RECORDS.

APN: 312-190-010-000

McClure Parcels
312-131-046-000; 312-131-037; 312-131-045-000





COUNTY OF HUMBOLDT
The Home of the Redwoods

ASSESSOR'S PARCEL MAP

1. THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.
3. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

PM224 of PM Bk 2, Pg 132
PM321 of PM Bk 3, Pg 81
PM426 of PM Bk 4, Pg 37
RS, Bk 19 of surveys, Pg 39
PM608 of PM Bk 5, Pg 84
PM1067 of PM Bk 9, Pg 88
PM2573 of PM Bk 23, Pgs 37-38
RS, Bk 52 of surveys, Pg 24
PM3031 of PM Bk 28, Pg 18
PM3469 of PM Bk 33, Pgs 141-142
PM3649 of PM Bk 36, Pgs 133-135

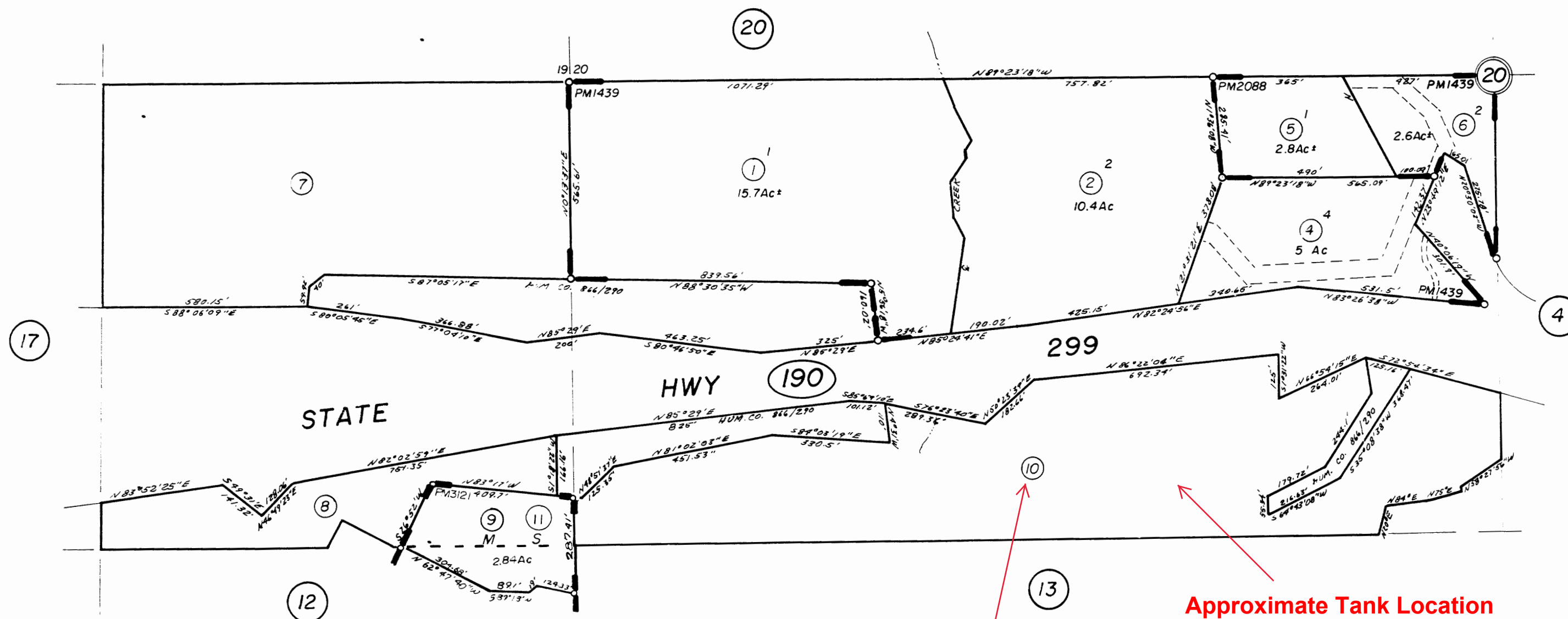
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.



50' 100' 200'



Feb. 18, 2020
JASON THISSELL



McClure Parcel APN 312-190-010-000

1 **PROOF OF SERVICE**

2 I am a citizen of the United States, employed in the County of Humboldt, over the age of 18
3 years, and not a party to this action. My business address is 212 G Street, Suite 201, Eureka, California,
95501-0420. My electronic service address is pheagerty@harlandlaw.com.

4 On this date, I served the following on the interested party(ies) listed below:

5 **FIRST AMENDED COMPLAINT FOR INVERSE CONDEMNATION; DEMAND FOR JURY**
6 **TRIAL**

7 ☒ **(By Mail)** I placed a copy of each document in an envelope for each addressee, sealed the
envelope and, with postage thereon fully prepaid, placed each envelope for deposit with the U.S.
Postal Service at Eureka, California.

8 ☐ **(By Overnight Delivery)** I placed a copy of each document in an overnight delivery package for
each addressee, sealed each envelope and, with delivery fees fully provided for, placed each
9 package for deposit in a box regularly maintained by the overnight delivery service at Eureka,
California.

10 ☐ **(By Personal Service)** I personally delivered, or caused to be personally delivered, a copy of
each document to the party(ies) and at the addresses set forth below.

11 ☐ **(By Personal Service- Facsimile)** Pursuant to stipulation of counsel, or pursuant to C.C.P. §
1005(c), I caused each document to be transmitted to each addressee at the facsimile number set
12 forth below. Confirmation of receipt at each addressee's facsimile machine was made by sender's
facsimile machine.

13 ☒ **(By Email or Electronic Transmission)** Pursuant to a Court order, agreement of the parties, or
C.C.P. § 1010.6, I caused each document to be sent to each addressee at the email address set
14 forth below. I did not receive within a reasonable time after the transmission any electronic
message or other indication that the transmission was unsuccessful.

15
16 I am readily familiar with this firm's practice for processing items for mailing or overnight
17 delivery; each item shall be deposited with the U.S. Postal Service or with an overnight delivery service
this same day in the ordinary course of business.

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

20 Dated: August 20, 2026

21 Paul Heagerty

22 **Attorneys for Defendant City of Blue Lake**

23 Ryan T. Plotz
The Mitchell Law Firm LLP
P.O. Box 1008
24 Eureka CA 95502-1008
25 rplotz@mitchelllawfirm.com

Matthew C. Slentz
Colantuono, Highsmith & Whatley PC
7545 Irvine Center Drive, Suite 200
Irvine CA 92618
mslentz@chwlaw.com