



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 8, 2014

DAVID MCCARTY
14178 BEN DIER LN
BAKER CITY OR 97814

RE: Notice of Change in Water Right Ownership No. 3-10263

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership February 28, 2014, for Water Right No. 3-10263. After reviewing the request, it was determined that a copy of the general judgment signed by the Circuit Court Judge was needed. A request for this information was requested on March 6, 2014. A 30 day deadline was given at that time.

As of the date of this letter, this information has not been received.

The Department is returning Notice of Change in Water Right Ownership and the attachments. You may file again in the future with all the required information. If you have any questions regarding this matter, please call me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosures



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Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

March 6, 2014

DAVID MCCARTY
14178 BEN DIER LN
BAKER CITY OR 97814

RE: Notice of Change in Water Right Ownership No(s). 3-10263

Dear Property Owner(s):

Thank you for submitting your request for a Notice of Change in Water Right Ownership for the above mentioned water right. After reviewing your request, it was discovered that additional information is needed to process this request.

The general judgment you submitted with your request is not signed by the Circuit Court Judge or recorded with the county. Please submit a signed and recorded copy to the address above and the Department will continue processing your request.

Because the Department cannot process the ownership change without proper information, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Please feel free to contact me at (208) 287-4942 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 28 2014

IDWR / NORTH

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
3-10263	Yes ☒	N/A	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kelli McCarty and David McCarty
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David McCarty
New owner(s) as listed on the conveyance document
- Mailing address: 14178 Ben Dier Lane City: Baker City State: OR ZIP: 97814
 Telephone: 541-523-7388 Email: david.mccarty@columbiabasinhelicopters.com

4. If the water rights and/or adjudication claims were split, how did the division occur? N/A
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: _____
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: David McCarty Title, if applicable: Owner Date: 1/15/2014
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 2/28/14 Receipt No.: ND 30316 Receipt Amt.: \$25.00
 Approved by: _____ Processed by: [Signature] Date: 3-6-14

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5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF BAKER

7 In the Matter of the Marriage of:)
8 DAVID MCCARTY,) Case No. 11-474
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THIS MATTER comes before the court on the stipulation of the parties for a general judgment of dissolution dissolving their marriage. Petitioner ("Husband") is represented by Joel J. Kent. Respondent ("Wife") is represented by Wade P. Bettis. The court having reviewed the records and file herein, and being fully advised as to the relevant facts, makes the following findings:

- A. The parties were married in Maui, Hawaii in January of 2007.
- B. Husband filed for divorce on July 25th, 2011. Wife was personally served with true copies of the *Summons* and *Petition for Dissolution of Marriage* on August 15th, 2011.
- C. The parties have no children. Wife is not now pregnant.

1 D. Husband's address is 14178 Ben Dier Lane Baker City, Oregon 97814; his age is
2 45; his date of birth and social security number have been separately submitted pursuant to
3 UTCR 2.130.

4 E. Wife's current address is 17170 Payton Lane Baker City, Oregon 97814; her age
5 is 42; her date of birth and social security number have been separately submitted pursuant to
6 UTCR 2.130.

7 F. No other court proceedings involving this marriage are pending in this or any
8 other court in the state of Oregon, or in any other state.

9 G. The court has jurisdiction over Husband and Wife.

10 H. The parties entered a Prenuptial Agreement on January 17th, 2007, attached hereto
11 as Exhibit "1". The provisions of this judgment are based upon that agreement.

12 IT IS HEREBY ORDERED that:

13 1. **MARRIAGE DISSOLVED**

14 The marriage of the parties is hereby dissolved, the terms of this General Judgment are
15 effective immediately and the marriage of the parties is dissolved.

16 a. Any provision in a party's will that is now in force and effect that benefits the
17 now former spouse shall be deemed revoked in accordance with the provisions of ORS 112.315.
18 This revocation shall cause the will to be interpreted as if the former spouse did not survive the
19 testator.

20 b. Any provision in any trust created by or for the benefit of a party that is now in
21 force and effect that benefits the now former spouse shall be deemed revoked, and the trust shall
22 be interpreted as if the former spouse did not survive the decedent. The intent of this provision is
23

1 to prevent the former spouse from having any involvement in the trust in any capacity, including
2 as a trustee or a beneficiary of the trust.

3 c. Except as otherwise provided herein, any designation of the now former spouse as
4 a beneficiary of any benefit, including but not limited to, retirement benefits, IRA accounts, life
5 insurance policies, annuities, or other assets where a party is able to designate a beneficiary to
6 receive the proceeds of that asset upon the death of that party, that was in place on or before the
7 date of this Judgment, shall be deemed to have been revoked. The benefit shall be paid to the
8 secondary or contingent beneficiary or, if no beneficiary is named, then to the decedent's estate.
9 The surviving former spouse shall cooperate with the decedent's estate in assuring this directive
10 is completed, specifically including the affirmative responsibility to disclaim, in writing, and
11 within nine months of the date of death to assure that the surviving former spouse does not
12 receive any benefit as a result of the decedent's failure to modify the beneficiary designation of
13 the above-described assets.

14 **2. SPOUSAL SUPPORT**

15 Pursuant to the Prenuptial Agreement signed by the parties on January 17th, 2007, the
16 parties agree to waive any right to spousal support as a contribution from the other party. Each
17 party acknowledges that under their Prenuptial Agreement and current Oregon law, such a
18 waiver precludes them from asking for support in the future.

19 **3. REAL PROPERTY**

20 Husband shall be awarded as his sole and exclusive property the following real property:

21 a. The real property commonly known as 14178 Ben Dier Lane Baker City, Oregon
22 97814, free of any and all claims by Wife. Husband shall assume all mortgages, expenses, liens
23 and taxes associated with the property, and shall indemnify and hold Wife harmless therefrom.

b. The real property commonly known as 75264 Whitehouse Rd. Echo, Oregon 97814, free of any and all claims by Wife. Husband shall assume all mortgages, expenses, liens and taxes associated with the property, and shall indemnify and hold Wife harmless therefrom.

c. The real property commonly known as 17397 Snake River Route Lewiston, Idaho 83501, free of any and all claims by Wife. Husband shall assume all mortgages, expenses, liens and taxes associated with the property, and shall indemnify and hold Wife harmless therefrom.

4. PERSONAL PROPERTY, BANK, INVESTMENT AND RETIREMENT ACCOUNTS

a. **Husband's Personal Property, Bank, Investment and Retirement Accounts.**
Husband shall receive the following personal property, bank, investment and retirement accounts, free from any claim of Wife and subject to all liabilities or encumbrances thereon from which he shall indemnify and hold Wife Harmless.

i. All accounts in Husband's name alone including, but not limited to, the following:

- A. All of Husband's stocks and investments;
- B. Husband's retirement account;
- C. The Parties' joint account held at the Sterling Savings Bank ending in #0117;
- D. Husband's First Bank of Baker City account ending in #5194; and
- E. Husband's Columbia River Bank ending in #6685.

ii. All personal property to which Husband holds sole legal title including, but limited to, all personal property listed in Exhibit A of the Prenuptial Agreement signed by the parties on January 17th, 2007 attached hereto at Exhibit "1".

1 iii. Husband's clothing, personal effects, and property of which he is the primary
2 user.

3 iv. All personal property located in the real property being awarded to Husband.

4 b. **Wife's Personal Property, Bank, Investment and Retirement Accounts.** Wife
5 shall receive the following personal property, bank, investment and retirement accounts, free
6 from any claim of Husband and subject to all liabilities or encumbrances thereon from which she
7 shall indemnify and hold Husband harmless.

8 i. All accounts in Wife's name alone.

9 ii. All personal property to which Wife holds sole legal title including, but limited
10 to, the following:

11 A. All personal property listed in Exhibit B of the Prenuptial Agreement
12 signed by the parties on January 17th, 2007 attached hereto at Exhibit "1";

13 B. The parties' horse trailer;

14 C. The parties' dog named Rotor; and

15 D. Wife's 2011 Chevy pickup.

16 iii. Wife's clothing, personal effects and property of which she is the primary
17 user.

18 c. Any accounts in the parties joint names not otherwise mentioned herein shall be
19 closed and the proceeds shall be split equally between them.

20 **5. MONEY JUDGMENT**

21 Husband shall pay to Wife \$162,000. This amount shall be paid within thirty (30) days of
22 entry of this Judgment. No interest is to be assessed so long as payment of the judgment is timely
23

1 made. Statutory interest of 9% per annum shall accrue on any installments not paid in a timely
2 fashion.

3 **6. DEBT ALLOCATION**

4 The liabilities and debts of the parties shall be paid as follows.

5 a. Neither Husband nor Wife shall charge upon the credit of the other without
6 specific permission in writing to do so.

7 b. Wife shall pay, defend, indemnify and hold Husband harmless from all debts in
8 Wife's sole name.

9 c. Husband shall pay, defend, indemnify and hold Wife harmless from all debts in
10 Husband's sole name.

11 **7. BUSINESS INTERESTS**

12 Husband shall be awarded his entire interest in Columbia Basin Helicopters, Inc.,
13 including all shares of stock and all rights to loans, retained earnings, obligations, accounts
14 receivables, rent, or capital contributions owing from Columbia Basin Helicopters, Inc., free of
15 any interest of Wife and subject to all encumbrances and liabilities from which he shall
16 indemnify and hold Wife harmless. Husband shall be entitled to any and all income resulting
17 from Columbia Basin Helicopters, Inc. or its assets.

18 **8. TAXES**

19 The parties shall be equally responsible for any outstanding income tax liability resulting
20 from the years the parties filed joint state and federal income tax returns. Beginning in the years
21 2011 and thereafter, the parties shall file separate state and federal income tax returns. Beginning
22 in the year of 2011 and thereafter, each party shall be solely responsible for any income tax
23 liability and shall solely receive any income tax refund resulting from their individually filed

1 income tax return. Husband shall be entitled to any tax deductions associated with any asset or
2 liability he is awarded herein.

3 **9. ATTORNEY FEES**

4 Each party shall be responsible for their respective legal fees incurred in this action.

5 **10. EXECUTION OF DOCUMENTS**

6 Each party shall, within thirty (30) days of the date of this Judgment, execute,
7 acknowledge and deliver any and all documents and instruments necessary to complete the
8 transfer of any property or as ordered in this Judgment. This Judgment shall operate to convey
9 title to the party to whom such property is awarded should the other party fail to comply with this
10 provision. Each party shall fully comply with the provisions of this Judgment and take any action
11 required to fulfill its provision.

12 **11. LITIGATION**

13 If either party shall fail to comply with the terms of this Judgment or any future
14 judgment, or further court proceedings are necessary to resolve issues of asset and debt
15 allocation, the prevailing party in such action or proceeding may recover from the other party, in
16 addition to costs and disbursements, such additional sums as the Court may adjudge reasonable
17 for attorney fees, both in the trial and appellate court.

18 **12. RELEASE**

19 Except as specifically provided, or reserved as an outstanding, each party releases the
20 other from any and all claims or demands of whatsoever nature which either party has or may
21 claim to have against the other arising out of or in any way connected with their marriage to each
22 other and its subsequent dissolution, including but not limited to all claims for property, civil
23 liability, suit money, attorney fees and costs.

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14. FULL DISCLOSURE

MONEY AWARD

Kelli McCarty
17170 Payton Lane
Baker City, OR 97814

Wade P. Bettis
1906 4th St.
La Grande, OR 97850

David McCarty
14178 Ben Dier Lane
Baker City, OR 97814

Joel J. Kent
158 NE Greenwood Ave., Suite 1
Bend, OR 97701

\$162,000. Due within thirty (30) days of entry of this judgment.

None

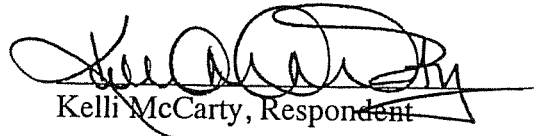
Nine Percent (9%) per Annum interest shall accrue on any amounts not timely paid.

DATED this ____ day of _____, 2011.

CIRCUIT COURT JUDGE

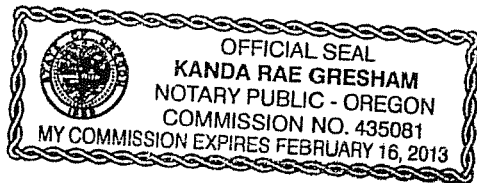
1
2 **IT IS SO STIPULATED.**

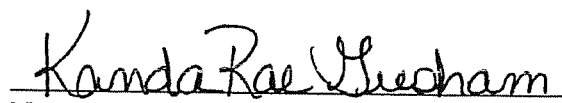
3 
4 David McCarty, Petitioner


Kelli McCarty, Respondent

5 STATE OF OREGON, County of ^{Union}~~Baker~~) ss.

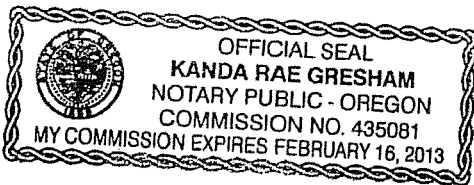
6 Personally appeared before me the within named David McCarty and acknowledged this
7 instrument to be his voluntary act and deed this 20 day of Oct., 2011.

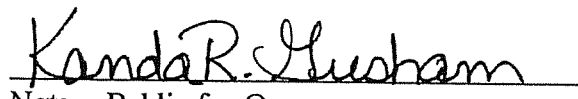


9 
10 Notary Public for Oregon

11 STATE OF OREGON, County of ^{Union}~~Deschutes~~) ss.

12 Personally appeared before me the within named Kelli McCarty and acknowledged this
13 instrument to be her voluntary act and deed this 20 day of Oct., 2011.



15 
16 Notary Public for Oregon

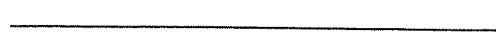
17 **SUBMITTED BY:**

18 Stahancyk, Kent and Hook P.C.

19 
Joel J. Kent, OSB #96326

20 Of Attorneys for Petitioner

21 **APPROVED AS TO FORM BY:**

22 
Wade P. Better, OSB #720255

23 Attorney for Respondent

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2
3
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF BAKER

6 In the Matter of the Marriage of:)

7 DAIVD MCCARTY,)

8 Petitioner,)

9 and)

10 KELLI MCCARTY,)

11 Respondent.)

Case No. 11-474

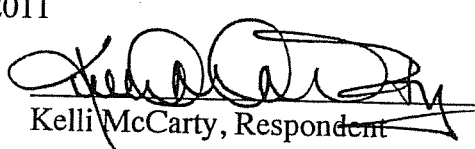
WAIVER OF FURTHER APPEARANCE
AND CONSENT TO ENTRY OF
GENERAL JUDGMENT

12 Respondent hereby waives her right to further appearance before the Court in the above-
13 entitled matter due to the fact that the parties have reached an agreement as to all relevant
14 matters. Respondent consents to the entry of a Stipulated General Judgment.

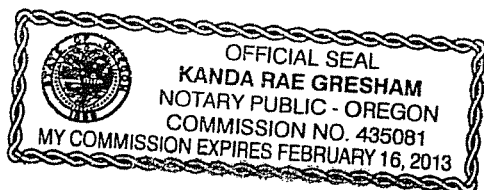
15 DATED this 20th day of October, 2011

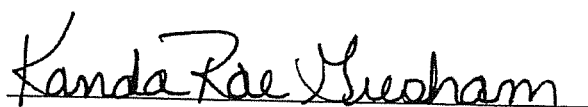
16
17 STATE OF OREGON)

18 County of Union) ss.
~~Deschutes~~)


Kelli McCarty, Respondent

19 SUBSCRIBED AND SWORN to before me this 20 day of October, 2011




Notary Public for Oregon