

RESOLUTION NO. 6237

A RESOLUTION ACCEPTING THE FOLLOWING DEDICATION DEED:

Grantor

Barbara J Martin, Trustee of the Stanley B Martin Credit Shelter Trust and the Barbara J Martin Irrevocable Trust

Purpose

A triangular shaped Right-of-Way dedication on the northeast corner of Salem Avenue and Main Street, as part of the Main Street Rehabilitation project.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this dedication deed.

DATED AND EFFECTIVE THIS 12TH DAY OF JUNE 2013.



Mayor

ATTEST




City Clerk

LINN COUNTY
Recording Cover Sheet
All Transactions, ORS: 205.234

LINN COUNTY, OREGON **2013-10199**
D-DED
Cnt=1 Str=1 M. DAVIS **06/20/2013 11:24:21 AM**
\$55.00 \$11.00 \$15.00 \$19.00 \$10.00 **\$110.00**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



After Recording Return To:

City of Albany City Clerk

PO Box 490

Albany, OR 97321

All Tax Statements Should Be Sent To:

Exempt

1. Name/Title of Transaction - by ORS 205.234 (a)

Dedication Deed

2. Grantor/Direct Party - required by ORS 205.125(1)(b) and ORS 205.160

Barbara J. Martin Trustee of the Stanley B Martin Credit Shelter Trust and the Barbara J Martin Irrevocable Trust

3. Grantee/Indirect Party - required by ORS 205.125(1)(a) and ORS 205.160

City of Albany

4. True and Actual Consideration (if there is one), ORS 93.030

\$5,500.00

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS, that Barbara J Martin, Trustee of the Stanley B Martin Credit Shelter Trust and the Barbara J Martin Irrevocable Trust, hereinafter referred to as Grantor, does dedicate to the City of Albany for street and utility right-of-way purposes, all that real property situated in Linn County, State of Oregon, described as follows:

A triangular shaped Right-of-Way dedication on the northeast corner of Salem Avenue and Main Street, as part of the Main Street Rehabilitation project, as described in the attached Exhibit A and as shown on the attached maps labeled Exhibits B and C.

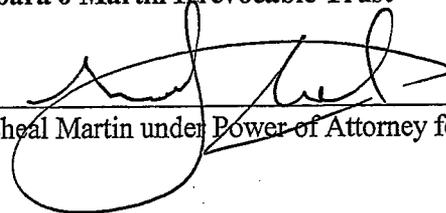
and covenants that the Grantor is the owner of the above described property free of all encumbrances save and except reservations in patents and easements of record, and will warrant and defend the same against all persons who may lawfully claim the same.

The deed granted herein is in consideration of \$5,500, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom. Nothing herein shall reduce or limit grantors obligation to pay any costs or assessments which may result from the improvements.

IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTOR:

**Barbara J Martin Trustee of the
Stanley B Martin Credit Shelter Trust and the
Barbara J Martin Irrevocable Trust**

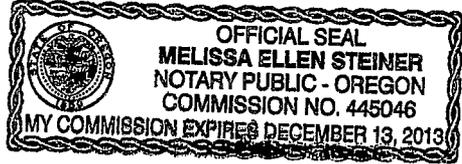


Micheal Martin under Power of Attorney for Barbara J Martin, Trustee

STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged before me this 10 day of May, 2013, by Micheal Martin under Power of Attorney for Barbara J Martin, Trustee for the Stanley B Martin Credit Shelter Trust and Trustee for the Barbara J Martin Irrevocable Trust on behalf of the Trusts, as his voluntary act and deed.

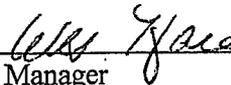

Notary Public for Oregon
My Commission Expires: December 13, 2013



CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 6237, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 19th day of June 2013.



City Manager

ATTEST:



City Clerk



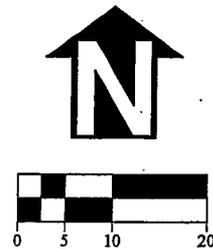
Exhibit A – Legal Description for Right-of-Way Dedication

A variable width right-of-way lying over the southwest corner of the property conveyed to the Stanley B. Martin Credit Shelter Trust by deed recorded in Linn County, Oregon deed records MF 1037-216, in the SW 1/4 Section 6, T11South, R3West, Willamette Meridian, City of Albany, Linn County, Oregon, more particularly described as follows;

Beginning at the intersection of the north right-of-way line of Salem Avenue and the east right-of-way line of Main Street, thence North $87^{\circ} 23' 4.00''$ East 6.218 feet to a point on the north right-of-way line of Salem Avenue; thence North $24^{\circ} 28' 23.81''$ West 20.343 feet to a point on the east right-of-way line of Main Street; thence South $6^{\circ} 59' 42.79''$ East 18.936 feet to the point of beginning. As shown on the attached maps labeled Exhibit B and Exhibit C, attached hereto and made a part hereof this description.



EXHIBIT B
RIGHT-OF-WAY
T11S R3W SEC 6DD TL7800



217 MAIN ST
(D.R. MF1037-216)

1118 2ND

217 MAIN ST SE

RIGHT-OF-WAY

18.936'

6.128'

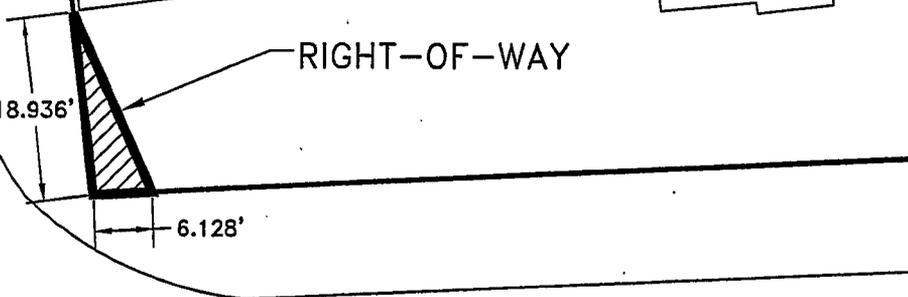


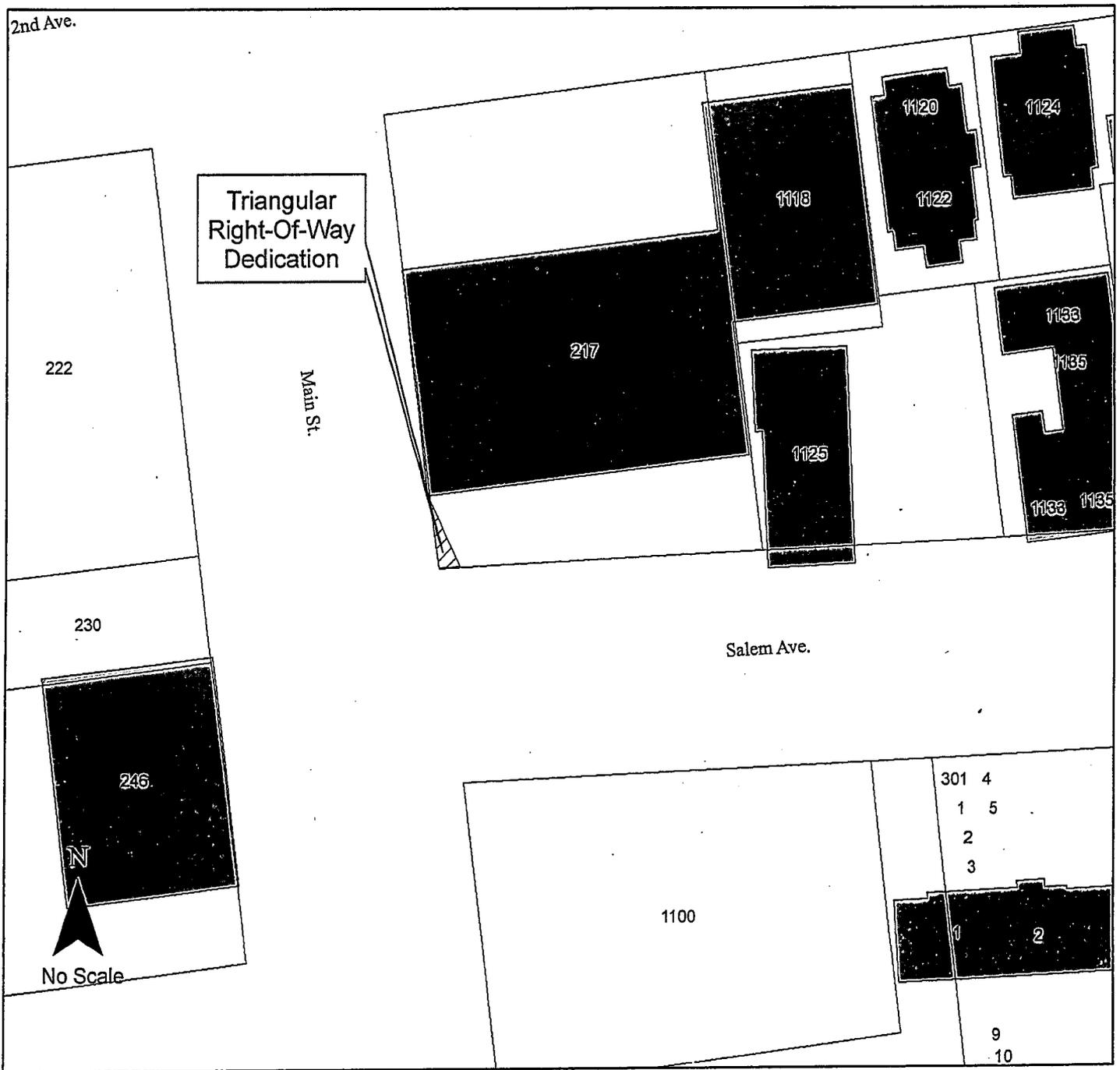
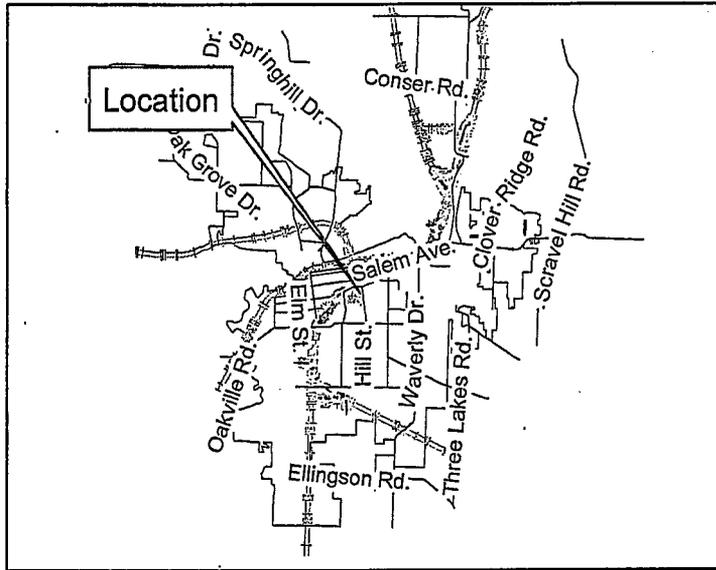
EXHIBIT C

11S03W06DD07800

A triangular shaped Right-of-Way dedication on the northeast corner of Salem Avenue and Main Street, as part of the Main Street Rehabilitation project.



Geographic Information Services



DURABLE POWER OF ATTORNEY

I, BARBARA J. MARTIN of Albany, Oregon, appoint MICHAEL J. MARTIN to act as my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. Support. Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support, and maintenance of any members of my immediate family who are or become dependent upon me for support.
2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.
5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions including transactions involving margin accounts or commodities contracts with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall not extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

8. Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

9. Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.

10. Credit Card. Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

11. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

12. Debts. Pay my debts and other obligations.

13. Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

14. Borrowing. Borrow in any manner and on any terms my Agent considers to be in my best interests including borrowing from my Agent's own funds, and give security for repayment.

15. Lending. Lend funds to any person including my Agent, provided that the loan is adequately secured and bears a reasonable rate of interest.

16. Taxes and Assessments. Do the following with respect to any tax year upon which the statute of limitations has not run and twenty-five (25) years thereafter; pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal (Form 1040, Form 706 and Form 709), state (Form 40), and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability, make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

17. Government Benefits. Perform any act necessary or desirable in order for me (or my spouse if I am married) to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or

establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

18. Disclaimer. Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

19. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

20. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

21. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

22. Mail. Redirect my mail.

23. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

24. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

25. Gifting Powers. To transfer by inter vivos gift to my spouse and descendants (including to my Agent), any or all of my property, for the purposes of completing proper estate planning, including, but not limited to, preservation, and maintenance of my assets (for the benefit of my spouse and descendants) in the event I require long-term care. However, my Agent shall consult with an Elder Law attorney for advice prior to transferring assets under this paragraph, due to the constantly changing Medicaid laws.

26. Gifts. Make gifts and consent to split gifts on my behalf, whether outright, in my trust, or in custodianship, to or for the benefit of my spouse, if I am married, my lineal descendants, and the spouse's of my lineal descendants, those persons who would be entitled under Oregon law to receive my intestate property at my death, and any charitable organizations to which I have contributed.

(a). Gifts made under this paragraph shall be limited to the amount eligible for exclusion from taxable gifts under Section 2503 of the Internal Revenue Code or any successor statute.

(b). The power granted under this paragraph shall not include the power to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support.

(c). Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

27. Trusts. Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.

28. Beneficiary Designations. Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power includes the power to designate my Agent as a beneficiary.

29. Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated.

30. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

31. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent or my Special Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

32. Alternate Agent. If MICHAEL J. MARTIN is unable or unwilling to act as my Agent, I appoint CLIFFORD R. MARTIN to act as my Alternate Agent and attorney-in-fact. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph.

33. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

34. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

THIS POWER OF ATTORNEY WILL CONTINUE UNTIL _____ OR IF NO DATE IS STATED, UNTIL MY DEATH OR UNTIL IT IS REVOKED, WHICHEVER IS SOONER.

THIS POWER OF ATTORNEY WILL CONTINUE TO BE EFFECTIVE IF I BECOME DISABLED, INCAPACITATED OR INCOMPETENT.

Signed on 10-03, 2003.

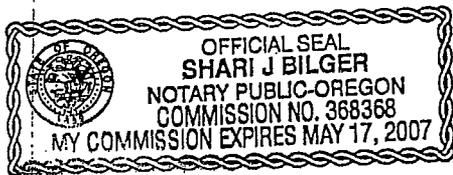
Barbara J. Martin
BARBARA J. MARTIN
Social Security No.: 552-28-7352

Michael J. Martin
MICHAEL J. MARTIN
Signature of Agent - Optional

Clifford R. Martin
CLIFFORD R. MARTIN
Signature of Alt. Agent - Optional

STATE OF OREGON)
County of Linn) ss.

This instrument was acknowledged before me on October 3, 2003 by BARBARA J. MARTIN.



Shari J Bilger
Notary Public for Oregon
My Commission Expires: 5/17/07