

APPLICATION FOR BUILDING PERMIT
Town of Machias, Maine

Building Permit request for:
( ) New Construction ( ) Expansion / Alteration
( ) Moving of Building ( ) Reconstruction / Replacement
( ) Conversion to another or different use
Date application received at Town Office: 1/21/2026 Fee Paid \$ 65.00
Recipients Initials: SCF

Name of Applicant: Kevin Millay - 207-255-4127 263-6533
(or Agent)
Address of Applicant: 41 Davis Road - 606 Crawford Ave Syracuse
Address of Building(s): 41 Davis Road Telephone: 315-744-2841 13224
Map 1 Lot 46 Kinsey Davis CORR

Proposed Use: (Describe briefly use of structure such as nature of business or residence, single or multi-family)
residence single family home

Indicate what other structures are located on the same lot and the uses:
1 Garage and a small shed

(Refer to Town of Machias Building Permit Ordinance 01/26/1989 in answering all applicable sections below.)

- 1. ( ) Yes (X) No A waiver or variance is requested. (Attach separate sheet stating the request and reasons why you believe they should be allowed.)
2. (X) Yes ( ) No A copy of the applicable town tax map showing lot location is attached.
3. ( ) Yes (X) No The property is connected to the Machias Water Co. supply or can be connected. If the property is not, or cannot be connected to the Machias Water Co. supply, water will be provided by:
( ) Well ( ) Spring ( ) Other
4. ( ) Yes (X) No The property is connected to Town of Machias sewer system or can be connected. Attach a copy of the Sewer Entrance Permit and include the location of the connection on the site plan if the project is to be connected to the Town of Machias sewer system.
5. ( ) Yes (X) No A soil test has been conducted for installation of a septic system for sewage disposal. (Attach a copy of test document and diagram of the recommended septic location.)
6. (X) Yes ( ) No A site plan showing all items listed in section 4A(3) of Machias Building Permit Ordinance is attached. The site plan should reflect the dimensions of the lot on which construction is to be undertaken specifically to include the road frontage measurement. The plan should also include setback distances for the proposed construction from each boundary and from the public road or private access road.
7. (X) Yes ( ) No A copy of the deed, lease, purchase and sales agreement, or other evidence of ownership or control of the real estate is attached.
8. ( ) Yes (X) No Will surface water drainage adversely affect any neighboring properties?
9. ( ) Yes (X) No Will lighting reflect beyond lot lines or cause annoyance to neighboring properties?
10. (X) Yes ( ) No Lot has a minimum of at least 100 feet of frontage on a town road or deeded private way.
11. (X) Yes ( ) No The building lot is at least 15,000 square feet in size or larger.
12. (X) Yes ( ) No The building setback will be at least 35 feet from the front of the lot.
13. (X) Yes ( ) No Side and rear distances from the lot lines are at least 15 feet to proposed building.
14. (X) Yes ( ) No The proposed structure will be no more than 50 feet above ground level, including chimneys, stacks or other protrusions that are part of the structure.
15. (X) Yes ( ) No There will be safe vehicular entrance and exit to public or private roads that border the lot. (Indicate vehicle driveway on site plan.)
16. ( ) Yes (X) No Will the proposed activity involve the installation or change of use of a driveway providing access to a state highway? If so, an entrance permit from the Department of Transportation must be obtained prior to any issuance of permits and attached to this application.
17. There will be 0 off street parking spaces as shown in site plan.
18. Commercial, industrial, and residential structures are required to comply with certain federal and/or state minimum standards and regulations
By initialing the items set forth below, the applicant is acknowledging awareness of, and compliance with, any applicable federal and state regulations and has attached copies of all approved permits that may be required. Indicate below which items apply to this building permit application and certify compliance by initialing the appropriate below:

Table with 3 columns: Item, Initials, Item. Rows include Water Supply, Air Pollution, Shoreland Zoning, Sewage Pollution, Other, Water Pollution, Soil Erosion, Surface Drainage, Noise Level, Flood Hazard Development Permit, Maine DOT Entrance Permit, Sewer Connection Permit, Natural Resources Protection Act Permit.

19. Estimated cost of proposed building or structure(s): \$100,000

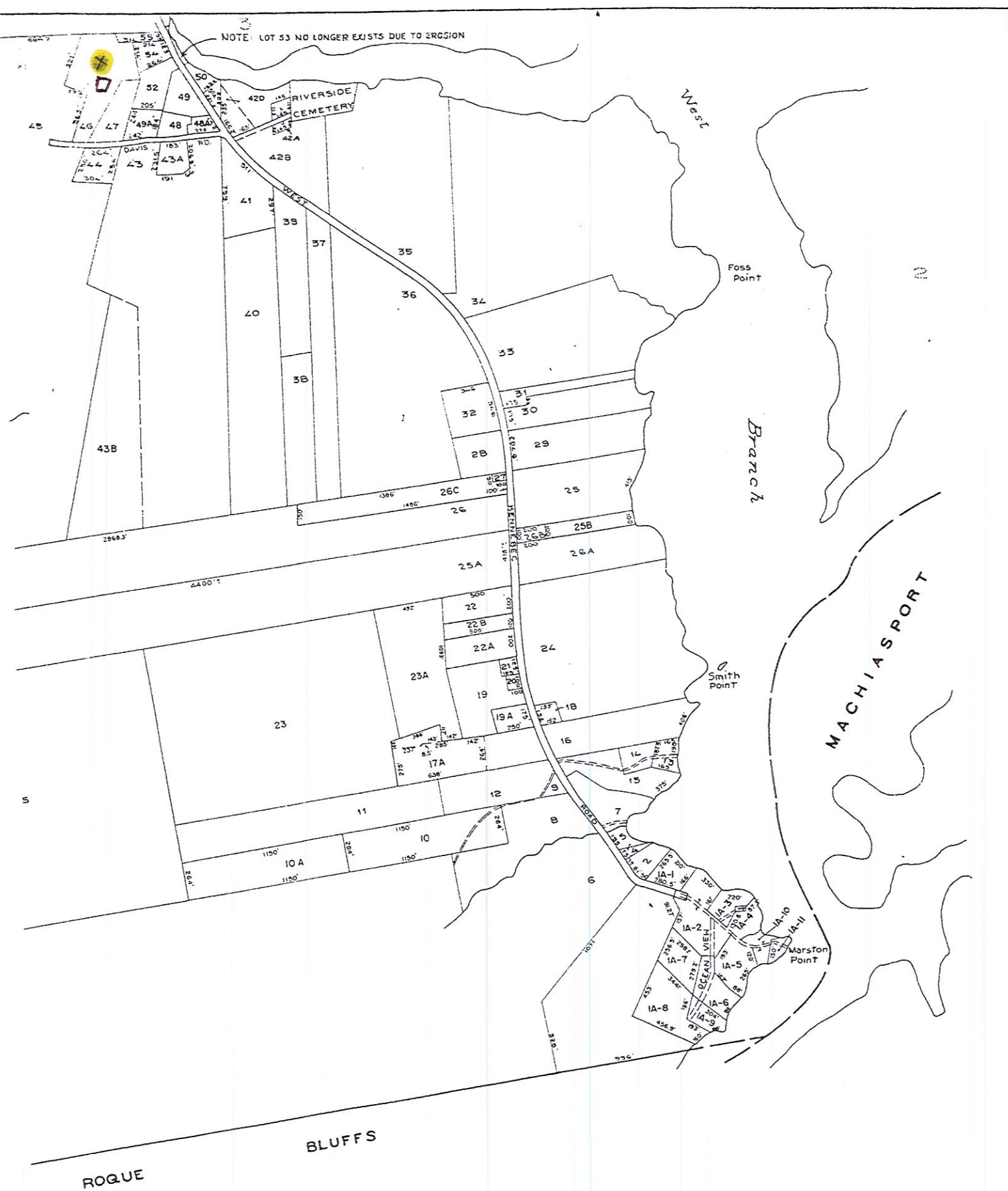
20. Name, address and telephone number of contractor or builder: 192 Tractor Service, Kevin Millay
2080 Northfield Rd Northfield ME 04861 207-255-4127

21. I have read and understand the Town of Machias Building Permit Ordinance and hereby make application for a permit based on the information contained above and request the Planning Board to act on this application at its next scheduled monthly meeting.

Signature of Applicant: [Signature]

NOTE: Although not required, it is recommended that the applicant, or a duly appointed representative attend the meeting at which the application for a Building Permit is to be considered.

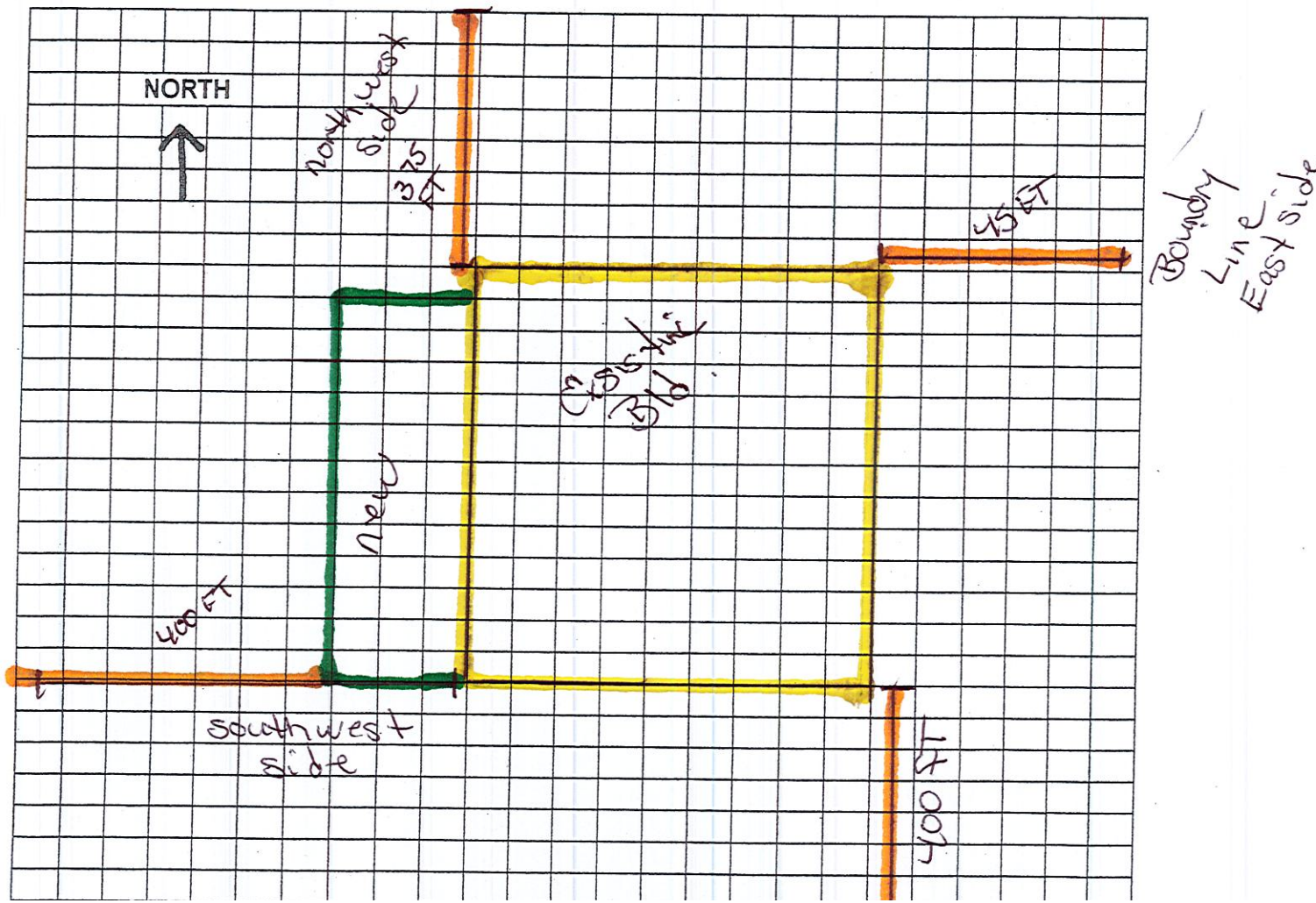
For Planning Board use:
Building Permit: ( ) Approved ( ) Denied
By the Planning Board on (Date):
Authorized Planning Board Signature:



PROPERTY MAP  
TOWN OF MACHIAS  
WASHINGTON COUNTY, MAINE  
PREPARED BY  
JAMES W. SEWALL COMPANY OLD TOWN, MAINE  
SCALE 1 INCH = 100 FEET

## Site Plan

Please include: lot lines; area to be cleaned of trees and other vegetation, the exact position of proposed structures, including decks, porches, and out buildings with accurate setback distances from the shoreline, side and rear property lines; the location of proposed wells, septic systems, and driveways; and areas and amounts to be filled or graded. If the proposal is for the expansion of an existing structure, please distinguish between the existing structure and the proposed expansion.



WARRANTY DEED

CLIVE M. DAVIS and SANDRA L. DAVIS, husband and wife, whose mailing address is 317 Scott Avenue, Syracuse, New York 13224,

for consideration paid

grant to CLIVE M. DAVIS and SANDRA L. DAVIS whose mailing address is 317 Scott Avenue, Syracuse, New York 13224, TRUSTEES, or their successors in trust, under the CLIVE M. and SANDRA L. DAVIS LIVING TRUST DATED JUNE 17, 2002

with warranty covenants

Two certain adjacent lots or parcels of land, with the buildings thereon, situated in the West Kennebec District of Machias, in the County of Washington, and State of Maine, bounded and described respectively as follows, to wit:

FIRST PARCEL:

Beginning at the northwest corner of the homestead lot now or formerly of Vivian Foss; thence running southerly by and with the westerly boundary line of said Foss lot a distance of twenty-nine (29) rods to the lane leading from the town road to the home now or formerly of Charles W. Davis; thence by and with said lane in a westerly direction a distance of seven (7) rods; thence northerly a distance of thirty-four (34) rods; thence easterly a distance of eleven (11) rods to land now or formerly of Vivian Foss aforesaid and the point or place of beginning.

SECOND PARCEL:

Beginning at a stake driven on the west line of the homestead lot formerly of Millard E. Davis (First parcel above), which stake is twelve (12) rods southerly from the northwesterly corner of said lot; thence running westerly a distance of ten and one half (10 1/2) rods to a stake driven; thence northerly to the southwesterly corner of land now or formerly of Hiley Kilton; thence easterly by and with the land of said Kilton and other land to the west line of land of the Latter Day Saint's recreation hall lot; thence southerly by the westerly line of the recreation hall lot to the southwesterly corner of said lot; thence easterly by the south line of said lot to the west line of land of Grace Manchester; thence southerly by the west line of said Manchester lot to land of Vivian Foss; thence westerly by and with the north line of land of said Vivian Foss and Millard E. Davis (First Parcel above) to the northwest corner of said Davis lot (First Parcel above); thence southerly by and with Davis' westerly line to the point or place of beginning.

Meaning to convey and hereby conveying all and the same premises as described in a Warranty Deed from Gregory M. Grange to the said Clive M. Davis and Sandra L. Davis as joint tenants dated March 1, 2002, and recorded in Volume 2609, Page 20 of the Washington County Registry of Deeds.

It is the expressed intention of the Grantors herein to convey to the Grantees aforesaid all rights, easements, privileges, and appurtenances belonging to the granted estate.

100 TRANSFER TAX PAID

8200  
F97 2.0  
RD



IN WITNESS WHEREOF, We the said CLIVE M. DAVIS and SANDRA L. DAVIS,  
husband and wife, each joining in this deed as Grantor and each  
releasing all right by descent and all other rights in the above  
described premises have hereunto set our hands and seals this  
27<sup>th</sup> day of July, 2007.

Clive M. Davis  
Clive M. Davis

Sandra L. Davis  
Sandra L. Davis

STATE OF <sup>MAINE</sup> ~~NEW YORK~~  
Onondaga, ss.  
Washington

July 27, 2007

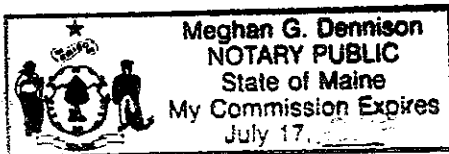
Then personally appeared the above named CLIVE M. DAVIS and SANDRA  
L. DAVIS and severally acknowledged the foregoing instrument to be  
their free act and deed.

Before me,

**SEAL**

Meghan G. Dennison  
Notary Public

Printed name of Notary Public



Received  
Recorded Register of Deeds  
Aug 09-2007 09:32:43A  
Washington County  
Sharon D. Strout

**THIS AGREEMENT** dated the 27<sup>th</sup> day of June, 2007, and restated herein, between CLIVE M. DAVIS and SANDRA L. DAVIS, of Syracuse, New York, (hereinafter called the "Grantors") and CLIVE M. DAVIS and SANDRA L. DAVIS, of Syracuse, New York, (hereinafter collectively referred to as the "Trustees").

WITNESSETH:

WHEREAS, the Grantors desire to create a trust for the purposes hereinafter mentioned;

NOW, THEREFORE, the Grantors hereby transfer to the trustees the property set forth on Schedule A hereto annexed, IN TRUST, as follows:

1. **TITLE OF TRUST**

This trust shall be known as the **CLIVE M. and SANDRA L. DAVIS LIVING TRUST**.

2. **TRUST PROPERTY**

2.1 The Grantors have transferred and delivered certain property, in separate names, in joint names, or as tenants in common, and each grantor intend that all donated property be shared equally so that to the extent property has been contributed unequally, each hereby makes a gift to the other of one-half of the excess

contributions attributable to him or her. Each grantor reserves the right to contribute additional property during his or her lifetime. The Trustees shall invest and reinvest said property and shall pay the net income to the Grantors during their lives. Each Grantor shall have the right to request the withdrawal of accumulated income or principal during his or her lifetime.

2.2 The Trustees may also at any time or from time to time pay to the Grantors so much of the principal of the trust, whether the whole or a lesser amount, as the Trustees shall in the exercise of the Trustees' sole discretion determine. The Trustees shall from time to time pay to the Grantors or the legal representatives of their estates, upon written request, such amounts out of the principal of the trust as the Grantors or the legal representatives of their estates shall certify as being required to discharge the Grantors' tax liability (whether federal, state or otherwise) in respect of income received or gains realized by the Trustees and not distributed to the Grantors.

2.3 The Grantors reserve the right to execute a release, either with or without account annexed, approving the administration of the trust hereby created for the period specified in such release and approving said account, if any. Any such release shall discharge the Trustees from any accountability and liability to the Grantors or their legal representatives or to any other persons interested or claiming to be interested in such trust as to all matters embraced in such release or in the account, if any, thereto annexed with the same effect as if an account of the Trustees for the period concerned had been judicially settled and allowed in a proceeding to which such other persons, if any, were parties. No beneficiary other than the Grantors

or the legal representatives of the Grantors' estates shall have the right to question the acts or failures to act of the Trustees during the Grantors' lives.

2.4 Upon the death of either Grantor, Trustee shall continue to hold the remaining trust estate and shall continue to make distributions from the principal and accumulated income as set forth above.

2.5 To the extent that, in Trustee's absolute discretion, it is inadvisable to use some or all of the residuary assets of a deceased Grantor's estate to pay all administration expenses of that Grantor's estate, the expenses of that Grantor's last illness and burial, and any general bequests contained in that Grantor's Last Will and Testament, or to the extent that the deceased Grantor's residuary estate is insufficient to pay those amounts, the Trustee may rely on a written statement signed by the personal representative of a deceased Grantor as to the adequacy or inadequacy of the assets of the estate to pay those expenses, costs, and bequests. Nonliquid assets are not to bear any portion of those expenses, costs and taxes and need not be disposed of in order to pay any of these amounts. After making the payments provided for in paragraph (a), if any, Trustee shall administer and distribute the deceased Grantor's share as provided below.

2.6 Upon the surviving Grantor's death, the Trustees shall dispose of all property then belonging to the income or principal of the trust, together with all property distributable to the Trustees as a result of the Grantors's death, whether by will or otherwise (all such property being hereinafter referred to as the "trust fund") to one or more members of a class composed of the Grantors' children and more remote issue, in shares and amounts, and subject to limitations, in trust or otherwise, as the



surviving Grantor shall by his or her Will, making specific reference to this power, validly limit and appoint.

2.7 If, or to the extent that the surviving Grantor does not exercise the limited power of appointment retained over the assets of this trust, then upon the last to die of the Grantors, the remaining principal and undistributed income of this trust, shall be distributed as provided for in the next Article.

### 3. TRUST REMAINDER PROVISIONS

3.1 At the death of the surviving Grantor, if the surviving Grantor has not exercised his or her retained power of appointment, the Trustees shall Liquidate or distribute the remaining Trust assets and transfer title to any real property held by the Trustees to Kinsey L. Davis-Corr, or to her issue, per stirpes. If Kinsey L. Davis-Corr has not attained the age of twenty-five (25) at the time of the death of the last surviving Grantor, then this trust shall continue for the benefit of Kinsey L. Davis-Corr, and the Trustee shall pay all expenses related to the real property contained in the Trust and pay to Kinsey L. Davis-Corr the net income of the Trust after payment of expenses. Upon attaining the age of twenty-five (25), should Kinsey L. Davis-Corr wish to have the real property listed in Schedule A herein sold, then Grover R. Davis and Karina L. Davis-Corr shall have the right of first refusal to purchase said real property at the then fair market value as determined by a licensed real estate appraiser. In the event that Kinsey L. Davis-Corr should die prior to attaining the age of 25 leaving issue, the Trustee shall distribute the remaining Trust assets in equal shares to the issue of Kinsey L. Davis-Corr, Grover R. Davis and Karina L. Davis-Corr, per stirpes.

4. **DUTIES OF SUCCESSOR TRUSTEES**

4.1 The successor Trustees shall have no duties or responsibilities until the surviving grantor's death, or until his or her disability, whichever shall first occur, at which time the successor Trustees shall assume the duties and responsibilities herein granted to the Trustees. In the event that either grantor has become unable to discharge his or her duties as Trustees of this trust, by reason of accident, physical or mental deterioration, or other similar cause as certified by his or her family doctor or another attending physician affirming that he has examined such grantor, and that he has concluded, based upon such examination, that such grantor, as the case may be, is unable to discharge his or her duties as such, then such grantor shall thereupon cease to be Trustees in the same manner as if he or she had resigned on the date of said certificate. Upon such event, or upon the survivor's death, the successor Trustees shall assume sole responsibility for making all decisions as if the successor Trustees was the sole Trustees.

4.2 Grover R. Davis and Karina L. Davis-Corr shall act as successor Trustees.

5. **REVOCABILITY**

The Grantors jointly, or the surviving Grantor during his or her life, reserve the right at any time or from time to time, (a) by an instrument signed by the grantor and delivered to the Trustees, to revoke the trust hereby created in whole or in part, without the consent of any other person, or (b) by a like instrument signed and

acknowledged by the grantor and delivered to the Trustees, to amend this agreement, provided that the duties, responsibilities and rate of compensation of the Trustees shall not be altered without the Trustees' written consent. The Trustees shall be under no duty to inquire into the circumstances surrounding any revocation or amendment (including whether the revocation or amendment was procured by undue influence), except to be satisfied that the Grantors are competent to execute the instrument delivered to the Trustees. Notwithstanding the foregoing, however, the Grantors hereby expressly provide that the right to amend or revoke this Trust Agreement is a personal right and cannot be exercised by any agent, conservator, guardian or other court appointed personal representative.

6. **PROPERTY VESTING IN A MINOR**

Whenever any property vests in a minor, whether principal or income, pursuant to the provisions of this agreement, in a minor, the Trustees shall have the right as donee of a power during minority, upon the distribution of such property, to hold and manage the same until such minor attains majority, and may exercise, in respect of such property and the income thereof, all powers conferred on the Trustees by this agreement or by law, including the power to apply any such property or the income thereof to the use of such minor. Said donee shall be entitled to receive such compensation as it would be entitled to receive if it were holding the property as Trustees of a separate trust under this agreement and shall not be required to render periodic accounts to any court. For purposes of this agreement, a minor shall be deemed to be a person who has not attained the age of 21 years.

7. **TRUSTEE ADMINISTRATION**

7.1 Any trustee may resign at any time as trustee of any trust being held under this agreement by an instrument signed and acknowledged by it and delivered to each adult beneficiary to whom the Trustees is then directed or authorized to pay net income of such trust, such resignation to be effective upon the appointment of a successor Trustees to act in its place. A majority in number of the beneficiaries entitled to receive notice of resignation shall have the power, by an instrument signed and acknowledged by them and delivered to the remaining Trustees to appoint a successor trustee in place of said resigning trustee, unless the Successor Trustees qualify pursuant to paragraph 4.2 of this agreement. Such successor trustee shall qualify by filing his or her written consent to act with the trust records.

7.2 Any trustee acting hereunder may, by an instrument signed and acknowledged and delivered to another trustee, delegate any rights or powers to such other trustee and, after such delegation, shall have no further responsibility with respect to the exercise of such rights or powers so long as such delegation shall remain in effect. Any such delegation may be revoked by a similar instrument so delivered at any time.

7.3 No bond or other security shall be required of any Trustees acting hereunder. The Trustees shall be deemed to have acted within the scope of their authority, to have exercised reasonable care, diligence and prudence, to have acted impartially as to all persons interested, unless the contrary be proved by affirmative evidence, and in the absence of such proof shall not be liable for loss arising from

depreciation or shrinkage in value of any property herein authorized to be held or acquired. No Trustees shall be liable for the acts or defaults of a co-trustee. The provisions of this Article shall apply to any person acting hereunder as donee of a power during minority.

8. **POWERS OF TRUSTEES**

8.1 The Trustees are authorized and empowered to exercise from time to time in their sole discretion and without prior authority from any court, in respect of any property forming part of any trust hereby created or otherwise in his possession hereunder, all powers conferred by law upon Trustees, or expressed in this agreement, and the Grantors intends that such powers (including the following) be construed in the broadest possible manner:

(1) Power to invest or reinvest in such securities or other property, real or personal (whether within or without the United States), and to retain any property at any time received or held by it hereunder for such periods, as it shall in its sole discretion determine, whether or not the same be income-producing (and any aspect of any diversification requirement that would otherwise apply is hereby negated).

(2) Power to borrow in the name of the trust such sums for such periods and upon such terms as it shall deem necessary or convenient in the administration of the trust, and to secure any such loan by mortgage or pledge. No lender shall be bound to see to, or be liable for, the application of the proceeds, and the Trustees shall not be personally liable, but each such loan

shall be payable only out of assets of the trust.

(3) Power to apply to the use of any person any property, whether principal or income, vesting in or payable to such person, and in the case of a minor (a) to do so without regard either to the duty of any person to furnish support for such minor or the availability of other funds for such purpose, or (b) to pay or deliver the same to such minor, or to a guardian or custodian under a gifts to minors act, including a custodian selected by the Trustees (who may select age 21 for termination of the custodianship), or to such person or institution as may be designated as donee of a power during minority under this agreement.

(4) Power without the consent of any beneficiary to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata distribution of specific assets.

(5) Power to allocate receipts and disbursements between income and principal in such manner as the Trustees in its sole discretion determines even though a particular allocation or allocations may be made in a manner inconsistent with what would otherwise be applicable state law.

(6) Power to employ as custodian a bank or trust company located within or without the United States, and to acquire, hold, register, or dispose of property in the name of such custodian or agent or a nominee thereof



without designation of fiduciary capacity, and to employ investment counsel or other agents and to pay out of principal or income or both the charges and expenses of any such custodian, counsel or other agent.

9. **GOVERNING LAW**

This Agreement shall be construed and regulated by and in accordance with, and the trusts hereby created shall be governed by, the laws of the State of new York.

10. **VIRTUAL REPRESENTATION**

The Grantors directs that in any proceeding relating to any trust created under this Agreement, service upon any person under a disability shall not be made when a person not under a disability is a party to the proceeding and has the same interest as the person under the disability.

11. **ACCEPTANCE**

The Trustees acknowledge receipt of the property set forth on Schedule A, and accepts the trust hereby created and covenants that they will faithfully discharge all duties of their office as such Trustees.

As so amended and restated, the Grantor hereby ratifies, confirms and republishes said Agreement dated June 27, 2007.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17<sup>th</sup> day of June, 2020.

Clive M. Davis, Grantor/Trustee

Sandra L. Davis, Grantor/Trustee

STATE OF NEW YORK )  
COUNTY OF ONONDAGA )

On the 17th day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Clive M. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Peggy S. Hurd  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA )

PEGGY S. HURD  
Notary Public, State of New York  
Qualified in Cayuga Co. No. 01HU0031009  
Commission Expires July 03, 2023

On the 17th day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Sandra L. Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Peggy S. Hurd  
Notary Public

SCHEDULE A

PROPERTY OF TRUST ESTATE

| <u>QUANTITY / DESCRIPTION OF PROPERTY</u>                                                               | <u>HELD BY</u>                                                                         |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <u>Real Property located at:</u><br><br>11 Davis Road<br>Rural Route 1, Box 266<br>Machias, Maine 04654 | <u>Clive M. and Sandra L. Davis</u><br><br>Husband and Wife<br>Tenants by the Entirety |