



City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided and fees paid for an application to be considered complete and accepted. Once accepted, all applications go through pre-screening prior to being routed for the initial review.

Failure to submit all requested items (in legible form) may delay the processing of your application. Additional information may be required during pre-screening or after the review of your proposal.

Please note that any land use action below marked with an asterisk () will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.*

APPLICATION REQUESTS

Note: Please check all specific land uses actions below that you are applying for

- | | | |
|---|---|---|
| <input type="checkbox"/> Accessory Dwelling Unit (ADU) | <input type="checkbox"/> *Manufactured Home Community | <input type="checkbox"/> Subdivision Plats |
| <input type="checkbox"/> Director Determination | <input type="checkbox"/> Outdoor Dining Permit | <input type="checkbox"/> *Preliminary Plat |
| <input type="checkbox"/> Administrative Development Review | <input type="checkbox"/> Parcel Consolidation | <input type="checkbox"/> Final Plat |
| <input type="checkbox"/> *Annexation w/ Zoning | <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> *Short Plat (Regular) |
| <input type="checkbox"/> Business Permit (Business License) | <input type="checkbox"/> *New | <input type="checkbox"/> *Short Plat (Condo) |
| <input type="checkbox"/> *Certificate of Appropriateness | <input type="checkbox"/> **Modification | <input type="checkbox"/> **Plat Modification ³ |
| <input type="checkbox"/> *Comprehensive Plan Amendment | <input type="checkbox"/> Public Art / Murals | <input type="checkbox"/> *Replat |
| <input type="checkbox"/> *Deannexation | <input type="checkbox"/> *Rezone (Zoning Map Amendment) | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> **Design Review | <input type="checkbox"/> Signs ¹ | <input type="checkbox"/> Renewal |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Site Plan / Landscape Plan Review ² | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> *New | <input checked="" type="checkbox"/> Special Use Permit (SUP) | <input type="checkbox"/> New <input type="checkbox"/> Renewal |
| <input type="checkbox"/> **Modification | <input checked="" type="checkbox"/> *New | <input type="checkbox"/> Mobile Food Unit |
| <input type="checkbox"/> *Termination | <input type="checkbox"/> **Modification | <input type="checkbox"/> Temporary Use Facility |
| <input type="checkbox"/> Home Occupation Permit | <input type="checkbox"/> Time Extension | <input type="checkbox"/> Transient Merchant Facility |
| <input type="checkbox"/> New | | <input type="checkbox"/> Traffic Impact Study Review |
| <input type="checkbox"/> Renewal | | <input type="checkbox"/> Vacation |
| <input type="checkbox"/> Lot Line Adjustment | | <input type="checkbox"/> *Variance |
| <input type="checkbox"/> Lot Split | | <input type="checkbox"/> *Zoning Text Amendment |
| <input type="checkbox"/> Administrative | | |
| <input type="checkbox"/> Simple | | |

¹ Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

² Used when not associated with other land use applications or construction drawing submissions.

³ Re-plats are not considered plat modifications.



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MASTER LAND USE APPLICATION

PROJECT and SITE/PROPERTY INFORMATION

Project or Business Name: Gowen 1909 S. 10th Ave

Site Address (s):

Suite #: N/A

1909 S. 10th Ave
Caldwell, ID 83605

Parcel #(s):

00000275740

Total Acres: .43

General Location of Site:

on 10th Ave near Ash St.

Current Zoning of Parcel(s):
(check all that apply)

☐ RS-1 ☐ RS-2 ☐ R-1 ☐ R-2 ☐ R-3 ☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ C-C
☐ M-1 ☐ M-2 ☐ I-P ☐ A-D ☐ C-D ☒ H-D ☐ P-D ☐ T-N ☐ H-C
☐ County Zone: _____

☐ Not Applicable

Overlay Districts:
(if applicable)

☐ APO-1 ☐ APO-2 ☒ HD-1 ☐ City Center Indian Creek Corridor
☐ City Center Local Historic Area ☐ None ☐ Not Applicable

Is Parcel(s) in Floodplain:

☐ Yes ☒ No

Description of Proposed Project / Request: This subject property is listed for sale with an accepted offer. The new proposed buyer would like to have the owner apply for a Special Use Permit to convert it back to residential use. The interior of the home is still in its intended look & use as a residential home but with a commercial sign in the front yard. This subject property is on the edge of the hospital zone on the East side of 10th Ave. There is a residential home and many other residential homes to the south of the subject property and another residential home across the street. The new buyer intends to live in the home and leave the permitted garage conversion as it is, as well as leave the parking area as it is designed. The future buyer will remove the existing outside signage. The buyer is not intending to run a business out of the home, but to work on-line from home.



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MASTER LAND USE APPLICATION

APPLICANT INFORMATION:

Name: Nikki Trautman

Company Name (if applicable):

☐ Property Owner ☒ Authorized Agent ☐ Purchaser ☐ Petitioner (Vacations only)

Mailing Address: 13851 Salita St. Caldwell, ID 83607

Phone: (208) 440-4423

Email: nikkitraut@aol.com

PROPERTY OWNERS' INFORMATION

(If an LLC, please provide documentation of being an authorized signer)

☐ Not Applicable

Name: Jeannine Fielding

Mailing Address: 1400 NW 88th St. Vancouver, WA 98665

Phone: (360) 624-2269

Email: Jerilyngrust@gmail.com

DESIGNATED CONTACT PERSON

(Who will receive and disseminate all correspondence from the city)

Same as:

☒ Applicant ☐ Property Owner ☐ Other

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:



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MASTER LAND USE APPLICATION

CONTRACTOR / DEVELOPER INFORMATION

☒ Not Applicable

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:

ARCHITECT INFORMATION

☒ Not Applicable

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:

ENGINEER / SURVEYOR INFORMATION

☒ Not Applicable

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:



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MASTER LAND USE APPLICATION

LANDSCAPE ARCHITECT INFORMATION

☒ Not Applicable

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:

ACKNOWLEDGEMENTS

- ☒ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application.
- ☒ I certify that I am the owner of this property, the owner's authorized agent, or the petitioner (if for a vacation). If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application.
- ☒ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I am the: ☐ Property Owner ☒ Authorized Agent ☐ Petitioner (Vacations Only)

Applicant Signature:

Nikki Trautman

Date:

3/6/25

Printed Name:

Nikki Trautman



SPECIAL USE PERMIT CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

- ☒ All applications, checklists, plans and supporting documents must be submitted through our [Online Permit Center](#).
- ☒ All applications, checklists, plans and supporting documents shall follow the naming schematic as provided here.
- ☒ Filing fees (see Section 2 below)
- ☒ PDF Documents formatted in accordance with Section 5 below.
- ☒ All documents shall follow the [naming conventions as shown here](#).

SECTION 2: Filing Fees

Refer to the Planning Department fee list for most current fees.

- ☒ Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

- ☒ **Master Land Use Application.** Copy of a completed and signed master land use application.
- ☒ **Application Checklist.** Copy of a completed and signed application checklist
- ☒ **Copy of Deeds or Proof of Ownership.** If the owner is a corporation or LLC, proof of the representative for the LLC or corporation will be required.
- ☒ **Property Owner Acknowledgement.** Signed [Property Owner Acknowledgement form](#) (if applicable)
- ☒ **Neighborhood Meeting Information**, including;
 - ☒ A copy of the letter sent to all owners, residents and associations within 500' of property
 - ☒ A copy of the 500' mailing list
 - ☒ A copy of the sign-in sheet, with your signature for certification



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- ☒ **Legal Descriptions.** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.
- ☒ **Detailed Site Plan, drawn to scale, showing:**
- ☒ Location of all property lines and dimensions
 - ☒ All streets and driveways
 - N/A ☐ All off-street parking, loading spaces, drive aisles, ramps, and sidewalks
 - ☒ All trash enclosure locations
 - ☒ All existing and proposed landscaping
 - ☒ All existing and proposed buildings and structures with setbacks
 - N/A ☐ All utility locations. Specify location of any overhead utility lines on the property
 - N/A ☒ Location of all proposed sign with dimensions to property line
- N/A ☒ **Concept Building Elevations (if new construction or remodel):** Colored building elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, architectural features, and landscaping around buildings.
- N/A ☐ **Landscape Plan:** Landscape plan, drawn to scale (no smaller than 1" = 50') and prepared by a landscape architect, a landscape designer or a qualified nursery person. Landscape plans shall be stamped by a licensed landscape architect and including the following information:
- N/A ☐ **Streets, Setbacks and Easements:** Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements
 - N/A ☐ **Sight Visibility Triangles:** Show and label all sign visibility triangles.
 - N/A ☐ **Storm Water Facilities and Berms:** Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping
 - N/A ☒ **Off-Street Parking & Bicycle Parking:** A note listing the required number of parking spaces and bicycle parking spaces, the provided number of parking spaces and bicycle parking spaces, and the circulation area required to serve the parking spaces with typical dimensions.
 - N/A ☐ **Existing Trees and/or Shrubs:** Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.
 - ☒ **Existing and Proposed Structures:** Location of all existing and proposed structures and a note of whether the existing structures will remain
 - N/A ☒ **Pathways:** Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts for micro pathways, major pathways, public pathways, regional pathways, and Indian Creek Corridor pathways (if applicable).



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N/A

- ☒ **Open Space Exhibit:** Separate open space exhibit clearly delineated using colored shading, so it is readily identifiable. The open space exhibit shall contain a table identifying:
 - ☐ The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space
 - ☐ The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project
 - ☐ The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project

N/A

- ☒ **Public Amenities:** Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc.)

N/A

- ☒ **School Bus Stops:** Location of school bus stop areas within a common lot or common easement

N/A

- ☒ **Public Transit Stops:** Location of any public transit

N/A

- ☐ **Street Landscape Buffers:** Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

N/A

- ☐ **Landscape Buffers Between Land Uses:** Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

N/A

- ☐ **Parking Lot Landscaping:** Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed

N/A

- ☐ **Trash Enclosures:** Location of all trash enclosures, to include details about screening and landscaping

N/A

- ☐ **Fencing:** Location, height, color, and materials for all existing or proposed fencing

N/A

- ☐ **Other Landscape Amenities:** Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.

N/A

- ☐ **Landscape Schedule:** Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.

N/A

- ☒ **Traffic Impact Study:** A traffic impact study will be required if the proposed development generates one hundred (100) or more peak hour vehicle trips; more than thirty thousand (30,000) square feet of commercial use; or more than fifty thousand (50,000) square feet of industrial use.

Note: The city may require an impact study, even if the aforementioned criteria are not exceeded to resolve unique circumstances. The city may also waive the requirement if, in the city's opinion, there are no traffic issues to resolve.



SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

LAND USE AND ZONING INFORMATION			
	Zoning Designation	Comp Plan Designation	Land Use
(Subject Property)			
North of Site		N/A	
South of Site			
East of Site			
West of Site			

PARKING, LOADING AND PEDESTRIAN AMENITIES		
Description	Min. Required	Proposed
Electric vehicle parking spaces	N/A	N/A
Off-street parking spaces		
Commercial loading spaces		
Industrial loading spaces		
Bicycle parking spaces:		
Describe any public transportation facilities that will be provided.	N/A	
Describe any public amenities that are being proposed:		



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LANDSCAPING AND PATHWAYS	
Landscaping: <i>Please check all locations where landscaping will be provided</i>	<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Parking lot <input type="checkbox"/> Common areas <input type="checkbox"/> Street landscape buffers </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Between different land uses <input type="checkbox"/> Adjacent to Pathways </div> <input type="checkbox"/> Around building exterior <div style="text-align: right; font-size: 2em; margin-top: 10px;">N/A</div> <div style="margin-top: 10px;"> Other _____ </div>
Public or Regional Pathways <i>Describe location, width, landscaping, and any proposed fencing:</i>	N/A

STREET LANDSCAPE BUFFERS							
Location (Enter Street Name)	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing (in feet)	# of Shrubs Proposed	Min. Shrub Spacing (in feet)
			N/A				

BUFFERS BETWEEN LAND USES							
Location (If not required, put N/A)	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing (in feet)	# of Shrubs Proposed	Min. Shrub Spacing (in feet)
North Property Line		N/A					
South Property Line							
East Property Line							
West Property Line							



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PUBLIC SIDEWALKS				
Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk	Existing or Proposed
N/A			<input type="checkbox"/> Meandering <input type="checkbox"/> Attached <input type="checkbox"/> Detached	<input type="checkbox"/> Existing <input type="checkbox"/> Proposed
			<input type="checkbox"/> Meandering <input type="checkbox"/> Attached <input type="checkbox"/> Detached	<input type="checkbox"/> Existing <input type="checkbox"/> Proposed
			<input type="checkbox"/> Meandering <input type="checkbox"/> Attached <input type="checkbox"/> Detached	<input type="checkbox"/> Existing <input type="checkbox"/> Proposed
			<input type="checkbox"/> Meandering <input type="checkbox"/> Attached <input type="checkbox"/> Detached	<input type="checkbox"/> Existing <input type="checkbox"/> Proposed

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION	
Type of Site Access:	<input type="checkbox"/> Street Frontage <input type="checkbox"/> Easement Easement Width: _____ Instrument # _____
Street(s) Providing Access:	N/A
Will Secondary Access for Fire be Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Internal Roads:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Internal Circulation <input type="checkbox"/> Road User's Maintenance Agreement Inst# _____
School Districts Serving this Location:	<input checked="" type="checkbox"/> Caldwell School District <input type="checkbox"/> Vallivue School District



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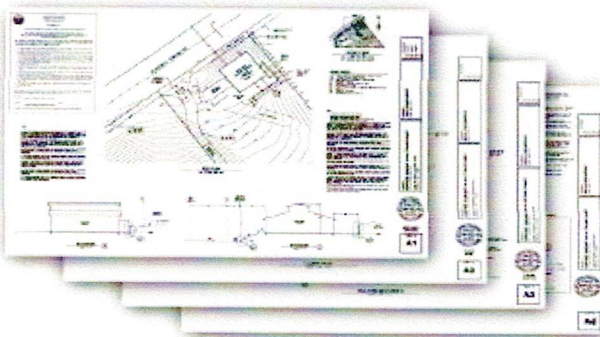
UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION	
Domestic Water:	<input type="checkbox"/> Individual Domestic Well – How Many? <input type="checkbox"/> Centralized Public Water System <input checked="" type="checkbox"/> City Municipal Water System <input type="checkbox"/> N/A Nearest Water Line Connection:
Sewer (Wastewater):	<input type="checkbox"/> Individual Septic <input checked="" type="checkbox"/> City Municipal Sewer <input type="checkbox"/> N/A Nearest Sewer Line Connection:
Irrigation:	<input type="checkbox"/> Surface <input type="checkbox"/> Irrigation Well <input checked="" type="checkbox"/> Pressurized <input type="checkbox"/> Gravity <input type="checkbox"/> N/A Nearest Irrigation Connection: Irrigation District: <i>City of Caldwell or Pioneer</i>
Stormwater:	<input type="checkbox"/> Swales <input type="checkbox"/> Ponds <input type="checkbox"/> Borrow Ditches <input type="checkbox"/> Other, Explain: <i>N/A</i>
Stormwater Management:	Does the site disturb one or more acres of land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fire Suppression Water Supply Source:	<i>N/A</i>
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	<i>N/A</i>



SECTION 5: PDF Formatting Requirements

Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

- Layers:** No multiple layers. Layers must be merged or flattened.
- Format:** Vector-based files are preferred given the ability to scale these files.
- Resolution:** Min. of 300 pixels per inch (PPI)
- Grouping:** Multiple sheet PDF (single file with multiple sheets)



plans.pdf (multiple sheets)

✓Correct

- Labeling:** Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.



SECTION 6: Applicant Acknowledgement

- ☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and
- ☒ I acknowledge that I, the applicant, or my representative is responsible to attend all public hearings; and
- ☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.
- ☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and
- ☒ I certify I am the:
- ☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Nikki Trautman
Applicant / Applicant's Representative Printed Name

3/16/25
Date

Nikki Trautman
Applicant / Applicant's Representative Signature



INVOICE

Permit #: SUP25-000004
Address: 1909 S 10TH AVE

Fee	Account Code	Amount
P&Z Fees - SUP - Less than 1/2 acre (Base Fee)	10200	721.00
Fire Fees - SUP - Up to 1 acre	22025	102.79
Eng Fees - SUP - Less than 2 acres	12530	92.35
TOTAL	◆	916.14

Project Summary: The subject property initially when built was in a residential zone. At some point the City of Caldwell changed the area zoning to Hospital Zone in 2007. The current owner bought the property in 2008 and converted it to office use while in the Hospital Zone. The new proposed buyer would like to have the owner apply for a Special use permit to convert it back to residential use. The interior of the home is still in its intended look and use as a residential home but with a Commercial sign in the front yard. This subject property is on the edge of the hospital zone on the East side of 10th Ave. There is a residential home and many other residential homes to the south of the subject property and another residential home across the street. The new buyer intends to live in the home and leave the permitted garage conversion as it is, as well as leave the parking area as it is designed. The future buyer will remove the existing outside signage. The buyer is not intending to run a business out of the home, but to work on-line from home.

Nikki Trautman

To: sdavis@cityofcaldwell.org
Subject: SUP25-000004

Hi Sarah,

I just submitted the current floor plan for 1909 S. 10th Ave. It is a single unit designed to be a complete and independent living space. It has everything needed for daily living, including bedrooms, bathrooms, a kitchen, and living areas, all within its own boundaries.

The new buyers are going to leave the property as it is. They "may" consider putting a closet in the "Den/Office/Hobby Room".

Respectfully,

Nikki Trautman
(208) 440-4423
American Dream Real Estate, Inc.
www.IdahoRealtor.net
Broker, Owner, Realtor, SFR, GRI, CRS, CMLXv, PSA, e-PRO, ABR
BBA in Accountancy
Caldwell Board of Realtors Realtor of the Year 2017



Nikki Trautman

From: Jacob King <Jacob.King@canyoncounty.id.gov>
Sent: Wednesday, February 5, 2025 11:59 AM
To: 'nikkitraut@aol.com'
Subject: Listing
Attachments: R35443.xlsx

Hello,

Please find attached the 500-foot listing as discussed for parcel R35443, located at 1909 S. 10th Ave. in Caldwell.

Let me know if I can help with anything else.

Thank you,



Jacob King
GIS/Land Records Supervisor
Canyon County Assessor
208.454.6615
Jacob.king@canyoncounty.id.gov

[Assessor's GIS Interactive Map](#)

Appraisal has value, but maps are where it's at.

*****NOTICE*****

These documents are maintained for assessment purposes and should not be relied upon for determining boundaries and current property ownership. Any use of these documents for other than assessment purposes, regardless of format, is at the user's risk. The Assessor's office assumes no liability, nor do we imply any particular level of accuracy.

PIN	OwnerName
R00231	MCMINN MARIBEL
R00233	BABER WILLIAM
R00234	HURLEY TATE
R00236	VINSON ALICE
R00238	KIRKHART ELAINE
R00239	REED TAMERA
R00241	HUBBS PAUL L
R01380	WORTHINGTON BRIAN G
R01380010	ROCK DOUGLAS J
R01380011	LANNIGAN LEE TRUST
R01381	TOOMEY JAMES T
R01382	SMITH DUANE L
R01383	MADRIGAL MARISSA
R01384	LYNCH TIMOTHY D
R01385	SURETTE SURVIVORS TRUST
R01386	HARRIS MATTHEW
R01387	STEWART KATIE
R01388	SHAKE RATTLE AND ROLL TRUST
R01389	WEITZ ANTHONY L
R01390	MEAD JULIE ANN
R01391	MADRIGAL ISMAEL JR
R01392	COOPER WILLIAM H
R01393	BAKER SHERRI L
R02489	ORDE ELIZABETH H
R02490	BRANDLEY NICOLE A
R02491	BRANDLEY NICOLE A
R02944	WEST VALLEY MEDICAL CENTER INC
R02944010	HAWKINS CANNARIATO \$
R02944100	WEST VALLEY MEDICAL CENTER INC
R02945010	NODICA LLC
R02945011	NODICA LLC
R02946	ARLINGTON LLC
R02947	ELM STREET LLC
R02948	MA HUI SHARON
R02949	KERRICK DAVID E
R02950	STRINGFIELD KENNETH F III
R02951	ARBON RUSSELL AND JAYNE FAMILY TRUST
R02952	TRAKEL CHRIS
R02953	IVERSON JON
R02954	HAWKINS CANNARIATO
R02955	ELM PROFESSIONAL PARTNERS LLC
R35429	MARZULLO JOSEPH RICHARD
R35430	LOVETT M
R35435	BANTA LAWRENCE E
R35436	FIRST FRIENDS CHURCH OF CALDWELL INC
R35437	STANDSURE ENTERPRISE LLC

R35438	TENTH STREET LLC
R35439	ELM STREET PARTNERS LLC
R35440	REYNOLDS FAMILY TRUST
R35441	JACKSON PAMELA S
R35442	BACA AUGUSTIN H
R35443	GOWEN JERILYN FAMILY TRUST
R35444	KERRICK DAVID E
R35445	DIRIGO TRUST
R35446	WICKLINE STEVEN E AND DIBA M WICKLINE TRUST
R35447	WHITE WILLIAM A
R35448	MANNING TRAVIS
R35449	BAUMAN SCOT M

CANYON COUNTY LISTING - 35443000 0- 500 feet

February 5, 2025



PROPERTY LISTING DISCLAIMER

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.

InCareOf	Address
	518 E ASH ST
	508 E ASH ST
	2111 S 10TH AVE
	520 E ASH ST
	512 E ASH ST
	604 E ASH ST
	600 E ASH ST
	1120 PEPPER DR 151
	2003 HOWARD AVE
	2007 HOWARD AVE
	2000 RAY AVE
	623 E ASH
	2020 RAY AVE
	1923 HOWARD AVE
	4575 VIA MARIA
	1909 HOWARD AVE
	1910 RAY AVE
	1905 HOWARD AVE
	614 E ELM ST
	1820 RAY AVE
	605 E ELM ST
	615 E ELM ST
	1821 HOWARD AVE
	2101 CIRCLE DR
	140 NEVADA AVE
	140 NEVADA AVE
DUCHARME, MCMILLEN & ASSOC =	PO BOX 80610
	855 BROAD ST STE 300
REAL ESTATE DEPARTMENT=	ONE PARK PLAZA
ATTN LORIE MEIER SELECT COMMERCIAL PROPERTY SERVICES	PO BOX 4067
ATTN LORIE MEIER SELECT COMMERCIAL PROPERTY SERVICES	PO BOX 4067
	3599 W RYDER CUP DR
	3599 W RYDER CUP DR
	2560 DRIFTWOOD PLACE
	2005 S 10TH AVE
	2016 S 10TH AVE
	17729 UPPER PLEASANT RIDGE RD
	2019 FAIRVIEW AVE
	13964 EASY ST
	855 BROAD ST STE 300
PRIME COMMERCIAL REAL ESTATE	1406 N MAIN ST STE 215
	1724 HOWARD AVE
	PO BOX 1539
	PO BOX 428
	521 E ELM ST
	PO BOX 91

	1815 S 10TH AVE
	PO BOX 4067
	1920 HOWARD AVE
	1201 S KIMBALL AVE
	1906 HOWARD AVE
C/O JEANNINE GOWEN-FIELDING, TRUSTEE	1400 NW 88TH ST
	2005 S 10TH AVE
	2000 HOWARD AVE
	2013 S 10TH AVE
	521 E ASH ST
	2012 HOWARD AVE
	1805 HOWARD AVE

City	State	ZipCode
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
EL CAJON	CA	92021
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
SANTA BARBARA	CA	93111
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83605
ROSEVILLE	CA	95678
ROSEVILLE	CA	95678
INDIANAPOLIS	IN	46280
BOISE	ID	83702
NASHVILLE	TN	37203
BOISE	ID	83711-4067
BOISE	ID	83711-4067
MERIDIAN	ID	83646
MERIDIAN	ID	83646
PAYETTE	ID	83661
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83607
CALDWELL	ID	83605
MCCALL	ID	83638
BOISE	ID	83702-7153
MERIDIAN	ID	83642
CALDWELL	ID	83605
CALDWELL	ID	83605
CALDWELL	ID	83606
CALDWELL	ID	83605-4871
CALDWELL	ID	83606

[illegible]

NOTICE OF NEIGHBORHOOD MEETING

February 15, 2025

Caldwell, ID 83605

RE: Special Use Permit moving 1909 S. 10th Ave. back to Residential Use

To whom it may concern,

You are invited to a neighborhood meeting to discuss a project we are proposing near your property. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

Meeting Date: March 3, 2025

Meeting Time: 6:00 – 7:30 Open House

Meeting Location: 1909 S. 10th Ave. Caldwell, ID 83605

Project Summary: The subject property initially when built was in a residential zone. At some point the City of Caldwell changed the area zoning to Hospital Zone in 2007. The current owner bought the property in 2008 and converted it to office use while in the Hospital Zone. The new proposed buyer would like to have the owner apply for a Special use permit to convert it back to residential use. The interior of the home is still in its intended look and use as a residential home but with a Commercial sign in the front yard. This subject property is on the edge of the hospital zone on the East side of 10th Ave. There is a residential home and many other residential homes to the south of the subject property and another residential home across the street. The new buyer intends to live in the home and leave the permitted garage conversion as it is, as well as leave the parking area as it is designed. The future buyer will remove the existing outside signage. The buyer is not intending to run a business out of the home, but to work on-line from home.

If you would like to contact us ahead of the meeting, please feel free to reach us at (208) 440-4423. You can also email us at Nikkitraut@aol.com

Thank you,



Nikki Trautman

(208) 440-4423

American Dream Real Estate, Inc.

Broker, Owner, Realtor, SFR, GRI, CRS, CMLXv, ABR, e-PRO, PSA

NEIGHBORHOOD MEETING SIGN-IN FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: Mar. 3, 25 6:00 p.m.

End Time of Neighborhood Meeting: Mar. 3, 25 7:30 p.m.

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

PRINTED NAME

ADDRESS, CITY, STATE, ZIP

1. _____
2. _____
3. _____
4. _____
5. _____
6. No one Attended
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____

17. _____
18. _____
19. _____
20. _____

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project:

Submit a Special Use Permit to convert it back to residential use. The interior of the home is still in its intended look & use as a residential home but w/a commercial sign in the yard. This subject property is on the edge of the hospital zone on the East side of 60th Ave w/ 3 residential home on side, front, & back of property.

Date of Round Table meeting: N/A Since no one showed up at Neighborhood Meeting

Notice sent to neighbors on: Feb. 15, 25

Date & time of the neighborhood meeting: Mar. 3, 25 6:00-7:30 p.m.

Location of the neighborhood meeting:

1909 S. 10th Ave Caldwell, ID 83605

Developer/Applicant:

Name: Nikki Trautman

Address, City, State, Zip: 13851 Salita St. Caldwell ID 83607

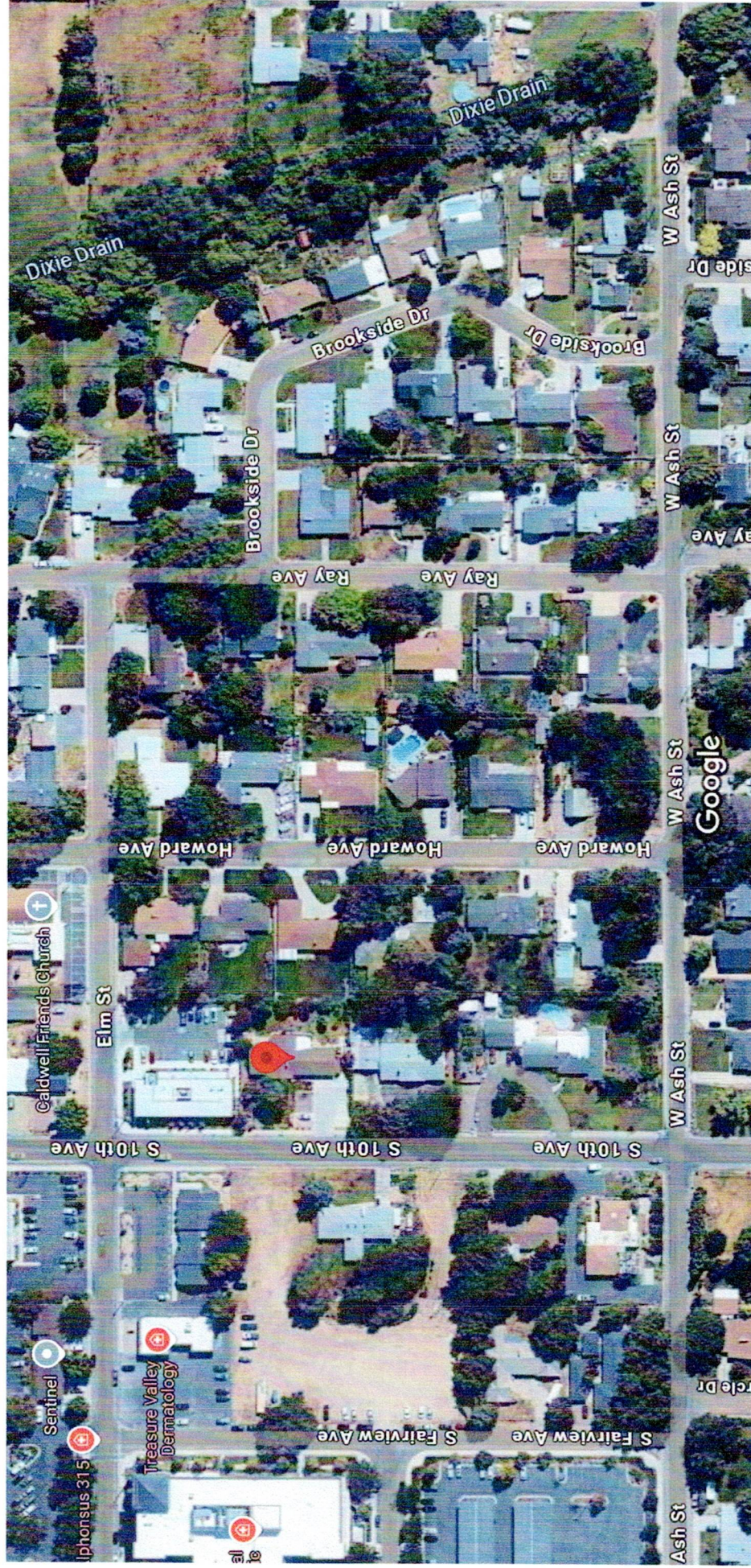
I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE

Nikki Trautman

DATE Mar. 3, 25

1909 S 10th Ave



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

Parcel Information

Parcel #: R3544300000
 Site Address: 1909 S 10th Ave
 Caldwell ID 83605
 Owner: Gowen Jerilyn Family Trust
 Owner Address: 13574 Paoletti St
 Caldwell ID 83607
 Twn/Range/Section: 04N / 03W / 27 / SW
 Parcel Size: 0.43 Acres (18,731 SqFt)
 Lot Dimensions: Front: 0 / Depth: 0
 Irrigation Dist: Pioneer Irrigation District
 Plat/Subdivision:
 Lot:
 Block:
 Census 021600 / 2012
 Tract/Block:
 Waterfront:
 Levy Rate: 0.0071
 Assessment Year: 2023
 Total Land Value: \$185,430.00
 Total Impr Value: \$356,800.00
 Total Value: \$542,230.00

**Tax Information**

Tax Year	Annual Tax
2023	\$3,851.06
2022	\$4,228.62
2021	\$5,466.20

Legal

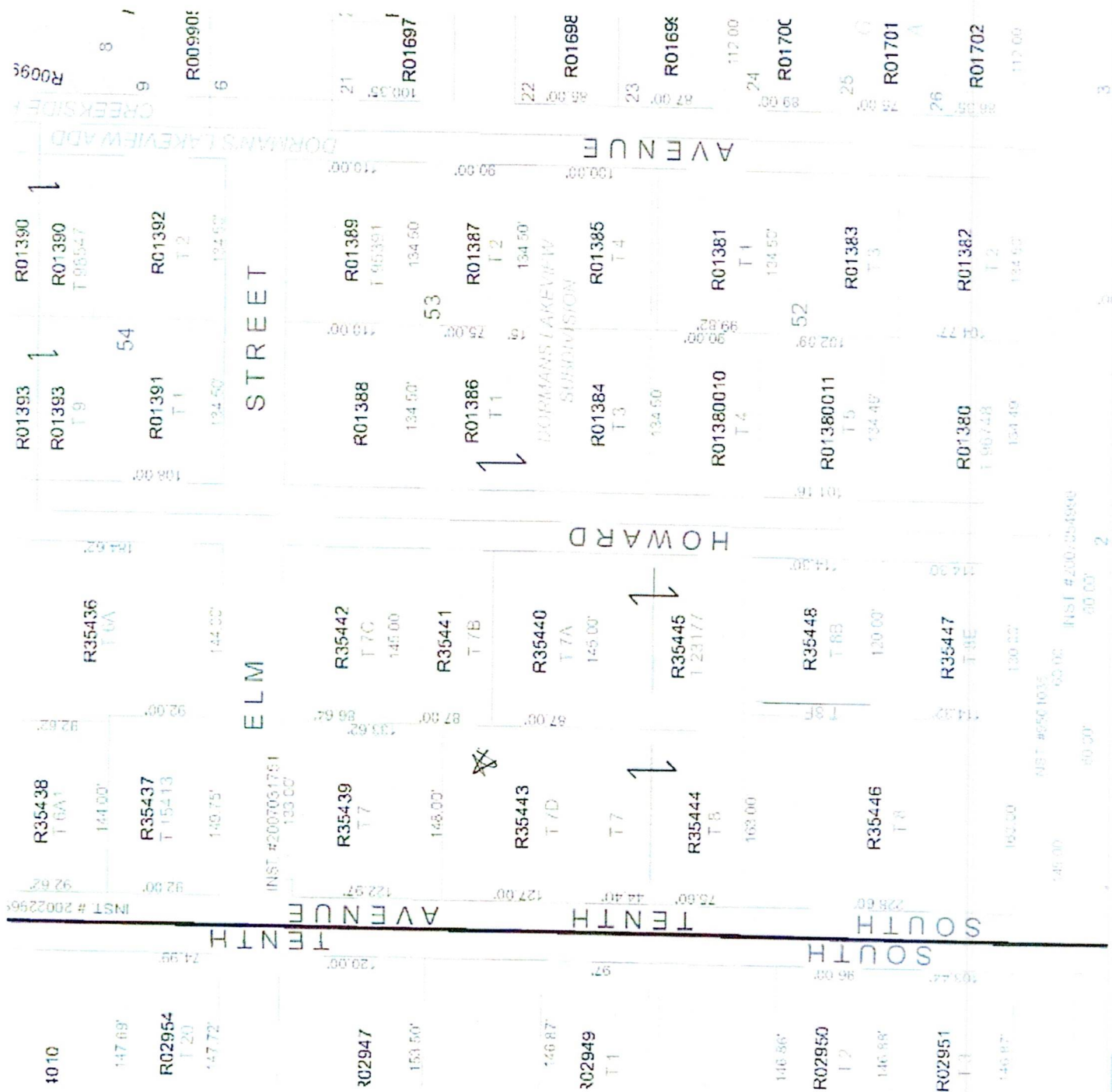
27-4N-3W SW TX 7-D IN NWSW

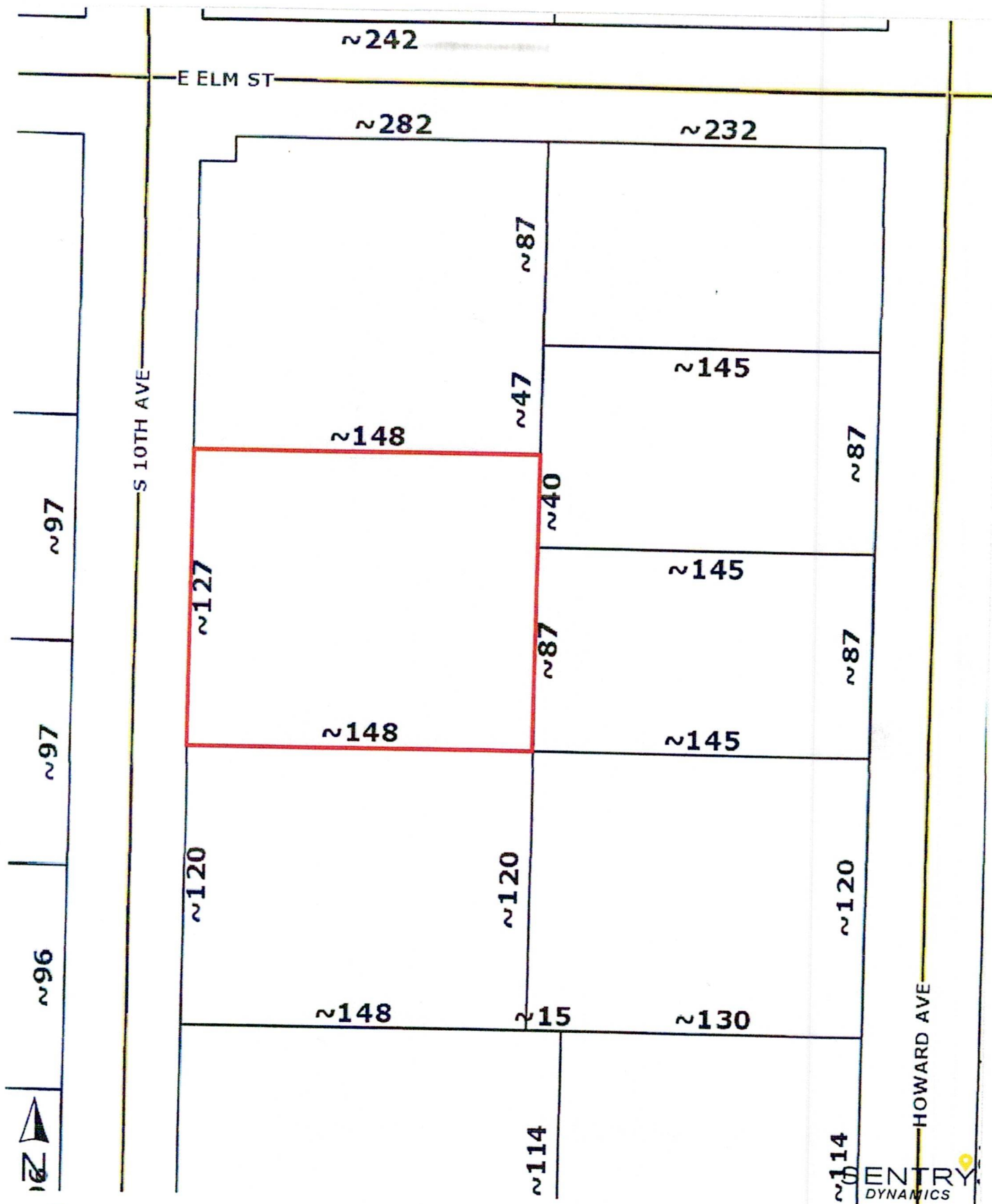
Land

Land Use: 42 - 42 Comm Imp On 21	Zoning: H-D - Hospital District
Neighborhood: 510020	School District: Caldwell
Recreation:	

Improvement

Year Built: 1963	Bldg Type: 14 - 1 Story (1960-1984)	Building Use: DWELL
Stories: 1	Bedrooms: 4	A/C: Yes
Bathrooms: 3.5	Full Baths: 3	Half Baths: 1
Finished Area: 3,025 SqFt	Bsmt Fin Area:	Bsmt Unfin Area:
Exterior Walls: Wood Siding	Roof Style: 2	Roof Covering: Comp sh to 235#
# Dwellings: 1	Carport:	Garage SqFt:
Pool:	Deck:	# of Buildings: 1





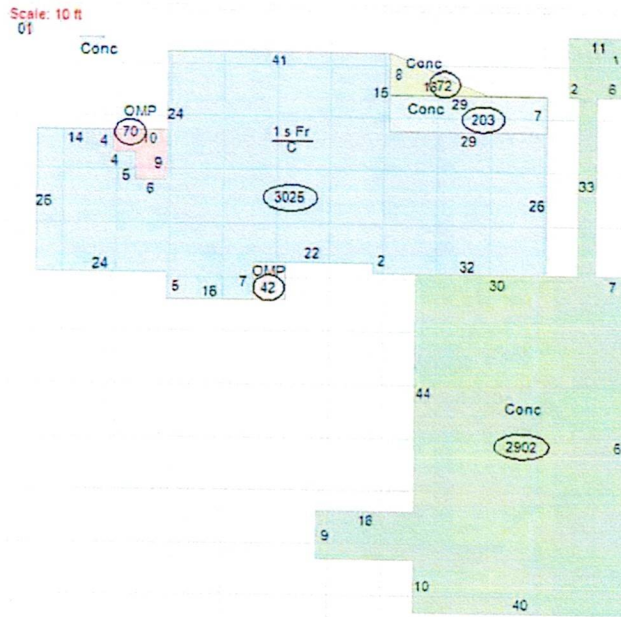
Google Maps

1909 S 10th Ave



Floor Information

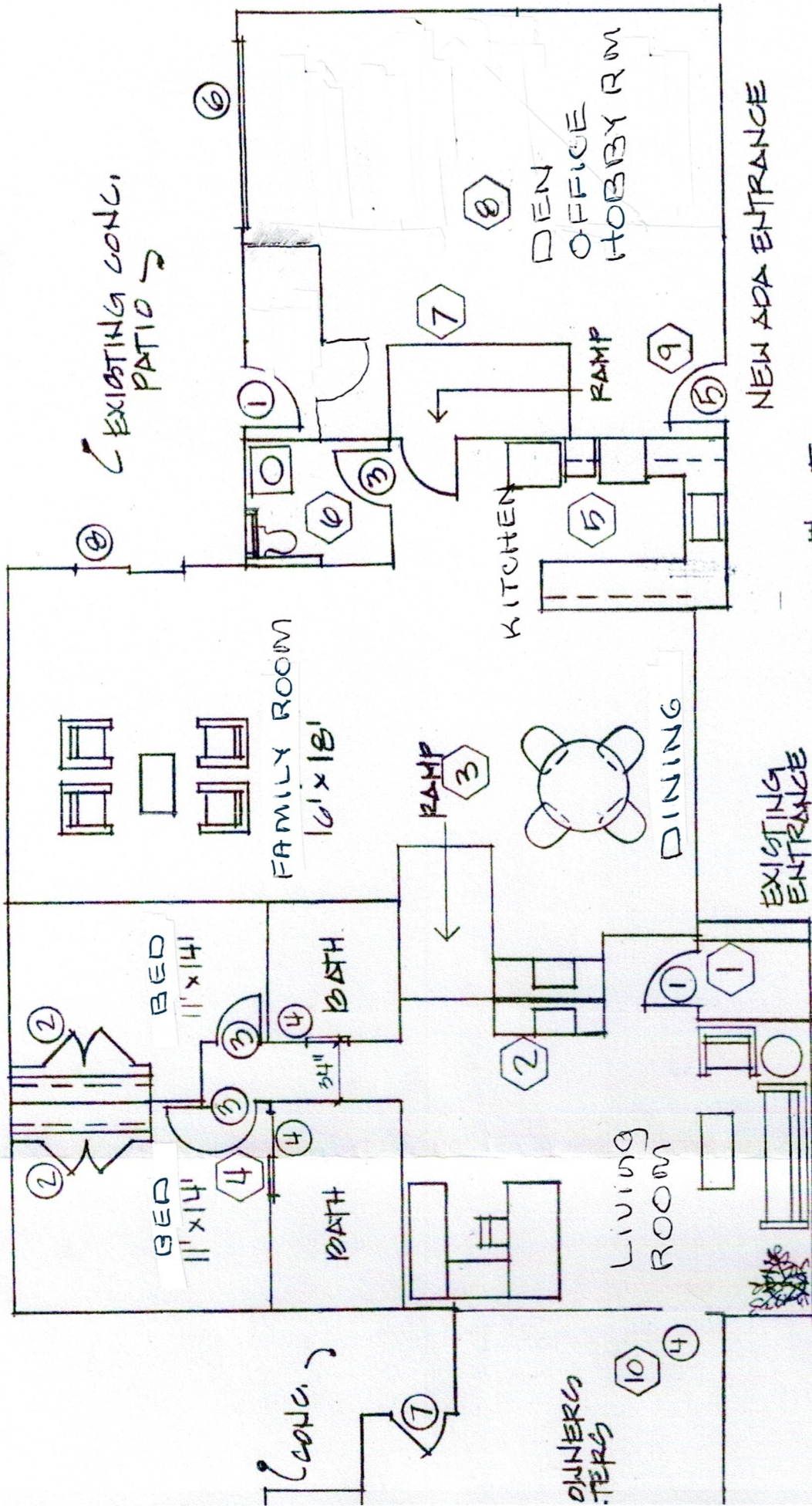
Floor Key	Construction Type Desc	Living Rm	Dining Rm	Great Rm	Kitchen	Den	Bedroom	Full Bath	Half Bath	Other Rms	Base Area	Finish Area
1.0	Wood frame w/sheathing	0	0	1	0	0	4	3	1	2	3,025	3,025



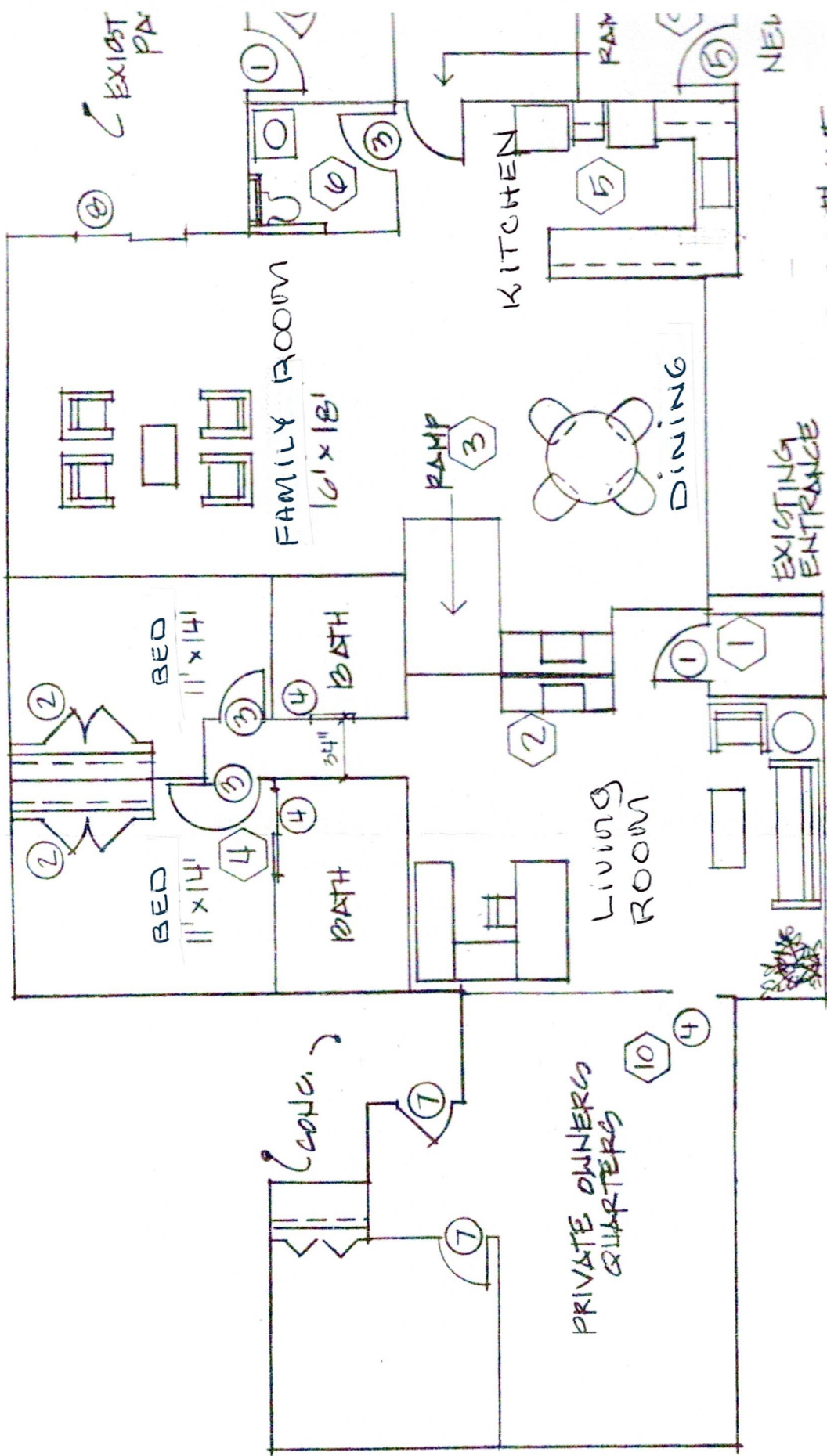




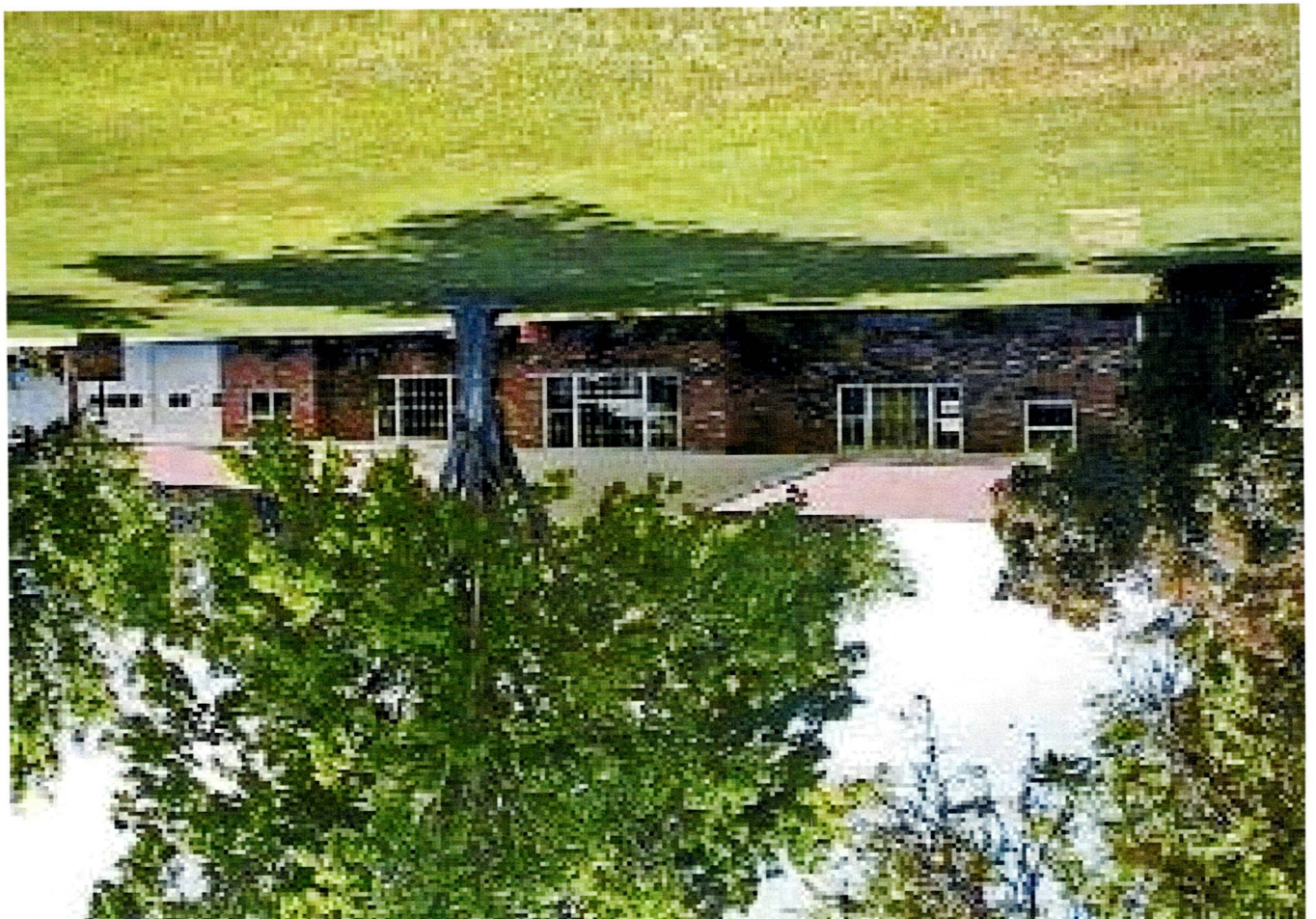




1909 G. 10TH AVE.
NO SCALE



1909 G. 10th AVE.
NO SCALE











Transfer Information

Rec. Date: 01/20/2023

Doc Num: 1944

Doc Type: Deed

Owner: Gowen Jerilyn Family Trust

Grantor: GOWEN JERILYN

Orig. Loan

Title Co:

Amt:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

General Information

Owner: Gowen Jerilyn Family Trust
Mailing Address: 13574 Paoletti St Caldwell Id 83607
Property Address: 1909 S 10th Ave
Neighborhood: 510020 Caldwell Office

Parcel ID: 35443000 0
Property Class: 442 Comm Impr on Cat 21
Deeded Acres: 0.4300
District: 001-00

Last updated: 6/05/2024 05:32:16 PM

Map Info

Parcel ID
35443000 0

Link to Interactive Map (Click Below to Navigate to Map)
58169

Legal Descriptions

Description
27-4N-3W SW TX 7-D IN NWSW

Sales History

Instrument	Date	Owner	Grantee	Type
2023001944	1/20/23	Gowen Jerilyn	Gowen Jerilyn Family Trust	Single
2008036164	7/2/08	White Connie B	Gowen Jerilyn	Single
2007018628	3/16/07	Jordan Lois E	White Connie B	Single

Exemption History

Effective Year	Modifier	Override Amount	Percent	Exemption Expires	Total Value	Exemption Value	Net Taxable Value
No modifier data is available for this record.							

Net Taxable Value

Tax Year	Description	Value
2024	Original	590,800
2023	Original	542,230

Value History

Year	Reason	Land Value	Improvement Value	Total Value
2024	02- Assessment Update	193,860	396,940	590,800
2023	02- Assessment Update	185,430	356,800	542,230
2022	02- Assessment Update	168,570	391,700	560,270
2021	02- Assessment Update	131,110	311,200	442,310



Building Detail | Public Access

HOME > PROPERTY SEARCH > DETAIL > BUILDING DETAIL

Back



Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length	Width	Area	Area Units
R01	D	DWELL	Dwelling	1963	0	0.00	3,025	Fin SF
R01	01	SHEDGP	Shed - Gen Purpose Frame, up to 10'eave	1980	13	9.00	117	SF

Dwelling Attributes

Floor	Attribute	Detail
	Type	014 1Story (1960-1984)
	Occupancy	Single family - Tenant
	Roof Structure	Gable
	Roof Cover	Comp sh to 235#
	Heating	Forced hot air-elec
	A/C	Central air
	Stories	1.0
	Bedrooms	4
	Bathrooms	3
	Bathrooms (Half)	1

1

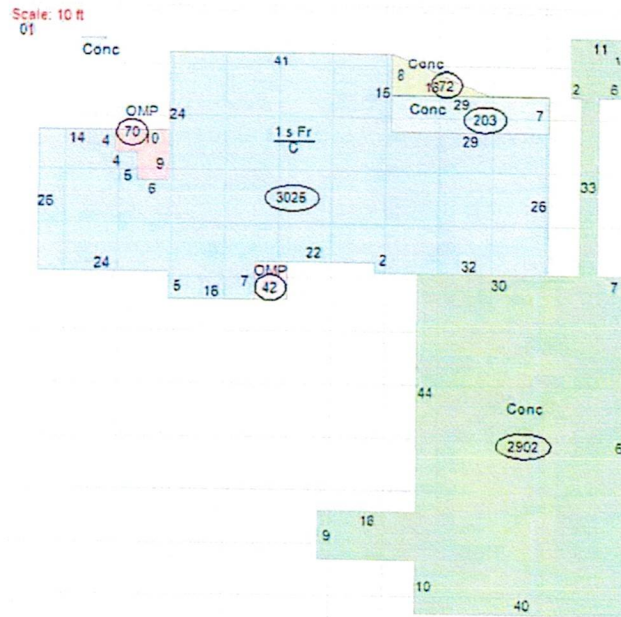
Exterior Features

Code	Description	Area sq. ft.	Construction
CONCP	Concrete patio	72	
CONCP	Concrete patio	203	
CONCP	Concrete patio	280	
CONCP	Concrete patio		
OMP	Open masonry porch	42	

1

Floor Information

Floor Key	Construction Type Desc	Living Rm	Dining Rm	Great Rm	Kitchen	Den	Bedroom	Full Bath	Half Bath	Other Rms	Base Area	Finish Area
1.0	Wood frame w/sheathing	0	0	1	0	0	4	3	1	2	3,025	3,025









Year	Reason	Land Value	Improvement Value	Total Value
2020	02- Assessment Update	112,380	263,100	375,480

◀ ◀ 1 2 3 4 5 ▶ ▶ 5 ▼ items per page

1 - 5 of 25 items

Values Eligible for State Reimbursement Credits

Tax Year	Value Desc	Value Amount
2023	ATR Value	\$542,230.00

Land Details

Land Type	Acres	Total Value
22-COMM SQ FT (0.50 to 10.50)	0.43	\$193,860

Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
R01	D	DWELL	Dwelling	1963	n/a	n/a	3025	Fin SF
R01	01	SHEDGP	Shed - Gen Purpose Frame, up to 10'eave	1980	13.00	9.00	117	SF

Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
No additional commercial improvements data is present.			

Floor Areas

▲ Property Record: R01

Property Record	Construction	Description	Code	Gross sq. ft.	Finished sq. ft.
R01	Wood frame w/sheathing	Floor Level	1.0	3,025	3,025
Totals				Gross	Finished
				3025	3025

Commercial Floor Area

Permits

Filing Date	Inactive Date	Sq Ft	Permit Description
8/26/08		2346	Commercial

Account Information

PIN: 35443000 0

Owner: GOWEN JERILYN FAMILY TRUST

Property Address:

1909 S 10th Ave Caldwell Id

AIN: C00000275740

TAG: 001-00

Mailing Address:

13574 Paoletti St Caldwell Id 83607

Tax Roll: Real Property

Legal Desc.:

27-4N-3W SW TX 7-D IN NWSW

Last updated: 6/05/2024 05:32:16 PM

Tax Bills Due

Total Payable: \$0.00

Pay Partial:

+Tax Charge History

Payment History

Select the "Tax Year" link to View Tax Assessment Values for the entire tax year.

Tax Year	PIN	Date Paid	Paid By	Receipt Number	Amount Paid
2023	35443000 0	12/4/23	Prevention Associates Of Idaho	U23.27043	\$3,808.80
2022	35443000 0	12/20/22	Gowen Jerilyn	B22.41083	\$4,228.62
2021	35443000 0	12/17/21	Gowen Jerilyn	B21.33123	\$5,466.20
2020	35443000 0	12/3/20	Gowen Jerilyn	B20.20972	\$5,602.76
2019	35443000 0	12/9/19	Prevention Associates Of Idah Inc	U19.32092	\$5,840.92
2018	35443000 0	12/17/18	Jerilyn Gowen	U18.37220	\$5,740.22
2017	35443000 0	12/1/17	Gowen Jerilyn	B17.14815	\$5,727.44

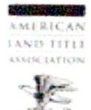
EXHIBIT "A"

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 3 West of the Boise Meridian, in the City of Caldwell, Idaho, and run thence North along the West boundary line of said Northwest Quarter of the Southwest Quarter a distance of 373.6 feet; thence East 25 feet to the Real Point of Beginning; thence North on the East boundary line of Lake Avenue (now known as South 10th Avenue), a distance of 127 feet; thence East on a line parallel with the South boundary line of said Northwest Quarter of the Southwest Quarter a distance of 148 feet to a point which is 145 feet West of the West boundary line of Howard Avenue of City of Caldwell; thence South on a line parallel with the West boundary line of Howard Avenue 127 feet to a point which is 373.6 feet North of the South boundary line of said Northwest Quarter of the Southwest Quarter; thence West 148 feet to the Real Point of Beginning, being parts of Lot 3, 4 and 5 in Block 50 of Dorman's Lake View Addition to Caldwell, Idaho.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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2023-001944

RECORDED

01/20/2023 11:11 AM



00741633202300019440020022

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 JWINSLOW

\$15.00

DEED

HAMILTON, MICHAELSON & HILTY

WARRANTY DEED

JERILYN GOWEN, an unmarried woman, GRANTOR, of Caldwell, Canyon County, Idaho, hereby CONVEYS, GRANTS and WARRANTS to JERILYN GOWEN, or her successors, as Trustee of THE JERILYN GOWEN FAMILY TRUST, dated January 12, 2023, GRANTEE, whose current address is 13574 Paoletti Street, Caldwell, Idaho 83607, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the following described tract of land in Canyon County, Idaho:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 3 West of the Boise Meridian, in the City of Caldwell, Idaho, and run thence North along the West boundary line of said Northwest Quarter of the Southwest Quarter a distance of 373.6 feet; thence

East 25 feet to the Real Point of Beginning; thence

North on the East boundary line of Lake Avenue (now known as South 10th Avenue), a distance of 127 feet; thence East on a line parallel with the South boundary line of said Northwest Quarter of the Southwest Quarter a distance of 148 feet to a point which is 145 feet West of the West boundary line of Howard Avenue of City of Caldwell; thence South on a line parallel with the West boundary line of Howard Avenue 127 feet to a point which is 373.6 feet North of the South boundary line of said Northwest Quarter of the Southwest Quarter; thence West 148 feet to the Real Point of Beginning, being parts of Lot 3, 4 and 5 in Block 50 of Dorman's Lake View Addition to Caldwell, Idaho.

Location of above-described property: 1909 10th Avenue, Caldwell, Idaho 83607

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2023 and subsequent years, covenants,

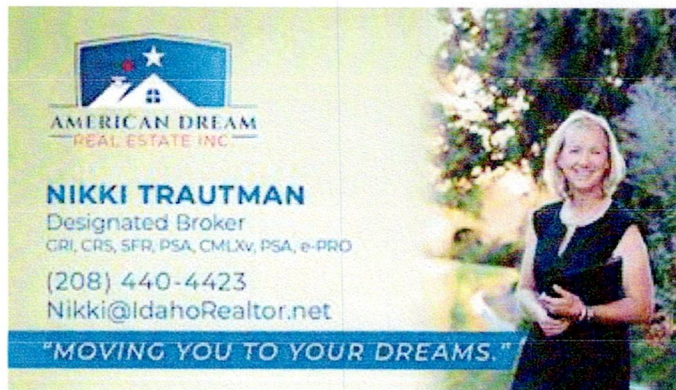
Nikki Trautman

From: Nikki Trautman <nikkitraut@aol.com>
Sent: Saturday, March 15, 2025 10:36 AM
To: 'Tiffany Barrett'
Cc: 'jerilyngtrust@gmail.com'
Subject: FW: FW: File 23317EID RE: 1909 S 10th Ave Caldwell, ID
Attachments: The Jerilyn Gowen Family Trust, dated January 12, 2023.pdf

Hi Tiffany,
Here is a copy of the Trust for 1909 S. 10th Ave., Caldwell

Respectfully,

Nikki Trautman
(208) 440-4423
American Dream Real Estate, Inc.
www.IdahoRealtor.net
Broker, Owner, Realtor, SFR, GRI, CRS, CMLXv, PSA, e-PRO, ABR
BBA in Accountancy
Caldwell Board of Realtors Realtor of the Year 2017



From: Gowen [mailto:jerilyngtrust@gmail.com]
Sent: Saturday, March 15, 2025 9:50 AM
To: nikkitraut
Subject: Re: FW: File 23317EID RE: 1909 S 10th Ave Caldwell, ID

Howdy

Here is a copy of the trust document. I'm not granted Trustee status until page 13 of the 23 pages.

It is good for you to have all of it since you will be dealing with the sale of Paoletti.

you can either send this on to the title company or I can Make a copy and give it to them in person when I'm down there.

Whatever will help us to roll forward!

Thank you Coach ☺

Jeannine

On Fri, Mar 14, 2025 at 5:17 PM nikkitraut <nikkitraut@aol.com> wrote:

Here are requested docs of the title co. See below.

Sent from my T-Mobile 5G Device

----- Original message -----

From: Tiffany Barrett <TBarrett@empiretitleidaho.com>
Date: 3/14/25 4:02 PM (GMT-07:00)
To: 'Nikki Trautman' <nikkitraut@aol.com>
Subject: File 23317EID RE: 1909 S 10th Ave Caldwell, ID

Hi Nikki

Thank you for sending these over and I am so sorry to hear that the seller was your good friend since 3rd grade, cancer sucks so bad. ☹️

It looks like the property is titled in her trust, The Jerilyn Gowen Family Trust, dated January 12, 2023, so we will need a copy of that too. It should list Jeannine Fielding as successor trustee. Then the rest of the title prelim looks clean as a whistle. 😊

Tiffany A. Barrett
Senior Escrow Officer

Direct: 208.448.5215

Office: 208.433.1021

Fax: 208.392.1199
tbarrett@empiretitleidaho.com

WE NEVER SEND OR REQUEST WIRING INSTRUCTIONS VIA EMAIL OR TEXT. If you receive an email or text from someone attempting to provide our wiring instructions, contact our office immediately. **FOR YOUR SAFETY,** If your transaction requires a wire transfer, please contact a member of your closing team to obtain or verify wiring instructions. **ALWAYS CALL TO VERIFY BEFORE WIRING YOUR FUNDS.**

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From: Nikki Trautman <nikkitraut@aol.com>
Sent: Thursday, March 13, 2025 6:53 PM
To: Tiffany Barrett <TBarrett@empiretitleidaho.com>
Subject: 1909 S 10th Ave Caldwell, ID

Hi Tiffany,

Here is the death certificate of my friend since 3rd grade. :<

This is for 1909 S. 10th Ave., Caldwell

Respectfully,

Nikki Trautman

(208) 440-4423

American Dream Real Estate, Inc.

www.IdahoRealtor.net

Broker, Owner, Realtor, SFR, GRI, CRS, CMLXv, PSA, e-PRO, ABR

BBA in Accountancy

Caldwell Board of Realtors Realtor of the Year 2017

From: Gowen [<mailto:jerilyntrust@gmail.com>]
Sent: Friday, May 31, 2024 5:22 PM
To: nikkitraut@aol.com
Subject: Starting the sale...

Hi,

Thanks for helping me get started on this.

attached is a copy of the death certificate and the first 3 pages of the will that tell me I need to work on all of this.. :)

I'm excited to get to work with you and to learn how to sell a house.

Love

Jeannine

Disclaimer

The information contained in this communication is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

Email Security

This email and ALL email sent from our company is sent encrypted. Our email servers strictly communicate with email providers that support Transport Layer Security (TLS) 1.2 encryption to ensure the highest level of data privacy. For questions regarding email security, please contact: encrypted @ [etinvestments.com](mailto:encrypted@etinvestments.com).

THE JERILYN GOWEN FAMILY TRUST

THIS TRUST AGREEMENT dated this 12th day of January in the year 2023, is between JERILYN GOWEN, a single woman, of Canyon County, Idaho (referred to as "Grantor") and JERILYN GOWEN, a single woman, of 13574 Paoletti Street, Caldwell, Canyon County, Idaho 83607 (referred to as "Trustee").

Grantor and Trustee recite and declare that:

1. Grantor is now the owner of the property described in Schedule A attached hereto and by this reference made a part hereof.
2. Grantor desires to make provisions for the care and management of such property, the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided.

For the reasons set forth above, and in consideration of the mutual covenants set forth herein, Grantor and Trustee agree:

ARTICLE 1: CREATION OF TRUST

1.01 Initial Trust Estate. By this agreement, Grantor assigns, conveys, transfers and delivers to the Trustee the property described in Schedule A attached hereto and the Trustee accepts such property as the initial trust estate. Such property shall be held IN TRUST and shall be administered and distributed upon the terms and conditions herein set forth.

1.02 Additions to Trust. Grantor or any other person may from time to time transfer or devise additional property to the Trustee upon the terms of this instrument.

1.03 Name of Trust. During Grantor's life, the trust hereby created shall be known as THE JERILYN GOWEN FAMILY TRUST.

ARTICLE 2: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE DURING GRANTOR'S LIFE

2.01 Powers Reserved by Grantor.

(a) Enumeration of Powers.

(1) Revocation. During Grantor's life, the trust created by this instrument may be revoked, in whole or in part, by an instrument signed by Grantor and delivered to the Trustee. Upon revocation, the trustee shall promptly distribute to Grantor all or the designated portion of the property comprising the trust estate.

(2) Amendment. Grantor may at any time during her life amend any of the terms of this instrument by an instrument signed by her and delivered to the Trustee.

(b) Scope of Powers. The powers reserved by Grantor under this Article 2.01 are exercisable in the absolute discretion of Grantor and, except as provided in Article 2.04, neither the Trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

2.02 Distribution of Income and Principal. During Grantor's life, the Trustee shall hold, manage, invest and reinvest the trust estate, collect the income therefrom and pay to Grantor all, none or such part of the net income and principal of the trust estate as the Trustee may determine to be necessary for her medical care, maintenance, support and reasonable comfort in her accustomed manner of living.

2.03 Powers and Duties of Trustee with Respect to Certain Trust Assets.

(a) Tangible Personal Property. Notwithstanding any other provision hereof or of any instrument of transfer now or hereafter delivered to the Trustee, the Trustee shall have no

responsibility for any tangible personal property transferred to it upon the terms of this instrument for so long as Grantor shall retain the use and possession thereof. The Trustee shall be responsible only for such property as may be physically delivered to it.

(b) Residential Real Property. While any residential property held in the trust estate is occupied by Grantor, the Trustee shall have no obligation or responsibility with respect thereto and shall not be liable for any loss, damage or other deterioration thereof nor for the payment of any taxes, insurance, repairs, maintenance or other charges in respect to such property. Nevertheless, the Trustee may in their discretion pay any or all such expenses out of the income or principal of the trust estate.

(c) Insurance Policies.

(1) Payment of Premiums. During Grantor's life, the Trustee shall be under no obligation to pay any premiums, assessments or other charges necessary to keep in force any insurance policy in the trust estate, nor shall they be under any obligation to ascertain whether any such charges have been paid or to notify anyone of the nonpayment thereof. The Trustee shall keep safely each insurance policy assigned to or deposited with it and shall at the request of Grantor, execute such applications, releases and other instruments as shall be required to permit Grantor to exercise any options, privileges or powers reserved to her hereunder.

(2) Collection of Insurance Proceeds. Upon the death of Grantor, the Trustee shall make reasonable efforts to collect the proceeds of any insurance on the life of Grantor and any other benefits payable to the Trust by reason of Grantor's death. The Trustee shall have full authority to take any action it deems advisable in regard to collection and to payment of the expenses, including the expense of any litigation, out of the principal of the trust estate. The

Trustee shall have full authority to make any compromise or settlement with respect to the policies and benefits that it may deem advisable, and to give all necessary and proper releases of liabilities. The proceeds of the policies and the benefits shall be treated as principal of the trust estate.

(d) United States Treasury Bonds. The Trustee is authorized to purchase United States Treasury bonds, notes or other obligations of the United States Treasury that are redeemable at par in payment of federal estate tax.

2.04 Incapacity of Grantor.

(a) Determination of Incapacity. During Grantor's life, if the Trustee shall at any time receive a written statement signed by Grantor's personal physician that he considers Grantor to be so mentally or physically incapacitated as to be unable to effectively manage or apply said Grantor's estate to necessary ends, then, whether or not Grantor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from Grantor, Grantor shall be considered to be incapacitated and the provisions of Article 2.04(b) shall apply.

(b) Effect of Determination of Incapacity. If Grantor is determined to be incapacitated as provided in Article 2.04(a), then, during the period of such incapacity, (1) if such Grantor is then acting as a Trustee hereunder, she shall be deemed to have resigned; (2) any attempt by such Grantor to exercise any of the powers reserved by her under this instrument shall be without force and effect; and (3) the Trustee shall have power and authority on such Grantor's behalf to exercise or perform any act, power, duty, right or obligation whatsoever that Grantor may have, relating to any person, matter, transaction or property, real or personal, tangible or intangible, whether in the trust estate or owned by such Grantor, including, without limitation, power to

transfer to itself upon the terms set forth in this instrument any property owned by Grantor. The power granted to Trustee under (3) above shall be construed and interpreted as a general durable power of attorney to act as such Grantor's attorney in fact and agent and shall be in addition to all other powers bestowed upon the Trustee by this instrument.

(c) Restoration of Capacity. If at any time after Grantor is determined to be incapacitated under Article 2.04(a) the Trustee shall receive a written statement signed by Grantor's personal physician that Grantor is no longer so mentally or physically incapacitated as to be unable to effectively manage or apply her estate to necessary ends, then Grantor shall no longer be deemed incapacitated and the provisions of Article 2.04(b) shall cease to apply. Restoration of capacity pursuant to this Article 2.04(c) shall automatically reinstate Grantor as a Trustee under this instrument.

ARTICLE 3: ADMINISTRATION AND DISPOSITION OF TRUST ESTATE AFTER GRANTOR'S DEATH

3.01 Payment of Expenses and Taxes. Upon Grantor's death, the Trustee shall pay (1) the expenses of Grantor's last illness, funeral and burial; (2) all inheritance, estate and other death taxes that become payable by reason of Grantor's death, and all unpaid income and gift taxes of Grantor including interest and penalties on all such taxes; and (3) the expenses of administering Grantor's estate.

3.02 Trust Distributions and Termination. After the death of the Grantor, the portion of the property comprising the trust estate that has not been effectively disposed of under the provisions of this trust shall be held, managed, and distributed, as follows:

1. The trustee shall sell the office building located at and commonly known as 1909 S. 10th Avenue, Caldwell, Idaho 83605, if it is still owned by the trust, and use the proceeds of said sale to pay off and extinguish any note, mortgage, deed of trust, lien, or other debt encumbering the residential real property owned by the trust and located at 13574 Paoletti Street, Caldwell, Idaho 83607, if any. All funds remaining after paying off any such debt or encumbrance shall be held by the trustee and managed and distributed with the residue of the trust estate as set forth in Subsection "3.," of this Section 3.02, below.

2. Following the extinguishment of any debt or encumbrance against the residential real property owned by the trust and located at 13574 Paoletti Street, Caldwell, Idaho 83607, contemplated in Paragraph "1.," above, the trustee shall distribute said residential real property, free of trust, to Grantor's friend GLENDA NEWMAN, and to Grantor's son, JAMAR MATO LOPEZ-GOWEN, in equal shares, share and share alike, or to the survivor between them.

3. Following the sale of the office building and the contemplated payment and extinguishment of debt described in Subsection "1.," of this Section 3.02, above, and the distribution of the residential real property described in Subsection "2.," of this Section 3.02, above, the trustee shall hold all funds remaining in the trust estate for the purposes set forth in this Subsection "3.," of this Section 3.02, until termination of the Trust as set forth in Subsection "4.," of this Section 3.02, below. The trust is the owner of that certain recreational real property located at and commonly known as 277 Moonridge Drive, McCall, Valley County, Idaho 83638 (the

"Cabin"), and of a Park Model Manufactured Home currently located on leased real property at the Viewpoint Golf and Tennis Resort in or near Mesa, Arizona (the "Park Model"). It is the Grantor's desire that the Cabin and the Park Model be maintained by the trust for the benefit and shared use of several of Grantor's closest family members, to wit, Grantor's sister, JEANNINE MARIE FIELDING, Grantor's brother, JAY L. GOWEN, Grantor's brother, JERRY GOWEN, and Grantor's son, JAMAR MATO LOPEZ-GOWEN, or the survivors between them, for up to ten (10) years following the death of Grantor. Until termination of the trust following said ten (10) year period, or upon such earlier termination of the trust as may occur, at which time the trust estate shall be distributed in accordance with Subsection "4.," of this Section 3.02, below, the trust estate shall be held and administered according to the terms of this Subsection "3.," of this Section 3.02, as follows:

(a) All management and control of the affairs of the trust with respect to the Cabin and the Park Model shall be vested in the trustee.

(b) The trustee shall coordinate use of the Cabin and Park Model in such a manner as to give each of the surviving beneficiaries named above a fair and equitable right to use of said properties. The trustee shall not be expected to ensure that the properties are, in fact, used by each of the beneficiaries in an exactly equal fashion or to the full extent of his or her respective rights, but the trustee shall be authorized to schedule such uses and to determine who shall be entitled to the use of the properties in the event a scheduling conflict may arise or in the event that two or more beneficiaries may desire to use one of the properties at the same time.

(c) Except as limited herein, the Trustee shall have all powers conferred upon Trustees by Idaho state law, all powers appropriate to the orderly and effective administration of trusts, including, but not limited to, the following enumerated powers:

1. To manage, control and conserve the trust estate as may be deemed in the best interest of the beneficiaries as fully as though the trustee were the sole, legal and equitable owner of the trust estate, except as hereinafter limited.

2. To fix rents; prepare operating and capital budgets; expend trust property for the preservation and improvement of the trust estate.

3. To promulgate rules and regulations for the shared use of the Cabin and Park Model, which rules shall be binding on all persons using such property consistent with the provisions set forth herein.

4. To determine to whom any legal or equitable interest in the trust estate may be sold or transferred, and upon what conditions, provided that such determinations and conditions are fair and reasonable to the surviving beneficiaries. The determination of the trustee in this regard shall be final. The trustee is specifically authorized to sell, without obtaining the approval of any court, any legal or equitable interest in the trust estate to any one or more of the beneficiaries, including the trustee, provided the trustee believes the sale to be in the best interest of the beneficiaries, the trustee obtains the consent of at least a majority of the beneficiaries, and that the price is fixed at the fair market value of the property as determined by an independent appraisal.

5. To sell, exchange, improve, alter, lease, and otherwise deal with and manage the trust assets.

6. To prosecute, defend, contest, or otherwise litigate legal actions or other proceedings for protection or benefit of the trust or trustee; to pay, compromise, release, adjust, or submit to arbitration any debt, claim, or controversy; and to insure the trust against any risk, and the trustee against liability with respect to third persons.

7. To employ and compensate accountants, attorneys, investment and tax advisors, agents, and others.

8. To merge, without court action, the trust established under this trust agreement into or with any other share or trust created under this or any other document, wherein the beneficiaries, distribution of income and principal, ultimate method of distribution, and all other administrative terms and provisions are substantially similar, taking into account the effect of the rule against perpetuities savings clause in the trust instrument under which the resulting trust will be administered.

19. To make distributions directly to a beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the trustee for the benefit of the beneficiary, or otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the trustee considers advisable if at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the trustee is incapable of properly managing her or his financial affairs. The term "lawful guardian" shall mean successively in the order named: (a) the court appointed guardian or conservator, (b) either parent, or (c) the individual having personal custody where no guardian or conservator has been appointed.

(d) The trustee shall be responsible to ensure that the Cabin and Park Model, together with the associated tangible personal property located in each of said locations, is reasonably

maintained. Said duties shall specifically include, but not be limited to, maintenance of property and casualty insurance for fire and other casualty to the extent of at least 90% of replacement value; maintenance of liability insurance with respect to injuries, death and property damage, in the amount determined by the trustee to be sufficient, after consultation with an insurance agent of his choice, to insure adequately against the risks associated with the contemplated uses of the property; payment of real property and related taxes, assessments, encumbrances, and other related charges against the property; lease of the property to third parties, for income purposes, when not in use by the beneficiaries; and, to keep records regarding expenses, assessments, budgeting, and related matters in fulfillment of said duties.

(e) TERMINATION. Upon the expiration of ten (10) years following the death of the Grantor, the trust shall terminate, and all remaining properties, or the proceeds of the sale thereof, shall be distributed in equal shares, share and share alike, between Grantor's sister, JEANNINE MARIE FIELDING, Grantor's brother, JAY L. GOWEN, Grantor's brother, JERRY GOWEN, and Grantor's son, JAMAR MATO LOPEZ-GOWEN, or the survivors between them at the time of distribution. Should the trustee determine, at any earlier time (1) that there will not be sufficient funds to continue the proper maintenance of the Cabin and Park Model for the remainder of the ten (10) year period, (2) that the beneficiaries are not making use of or interested in making use of the Cabin and Park Model sufficiently to justify, in the trustee's opinion and discretion, the continued expenditure of funds, or (3) that a majority of the surviving beneficiaries desire that the Cabin and Park Model be sold and the proceeds thereof distributed to the surviving beneficiaries as set forth herein, then the trustee is authorized, in his or her sole and absolute discretion, to terminate the trust at any time, and to proceed with distribution of said properties, or the proceeds

of the sale of said properties, to the surviving beneficiaries. Without triggering termination, the trustee may also, at any time and in his or her discretion, sell either the Cabin or the Park Model and continue in operating and maintaining the other of said properties in accordance with the terms and conditions set forth herein.

3.03 Failure of Remainder. If upon termination of the trust described in this Article 3, there shall be no person living and eligible to take under the provisions governing such trust, the entire trust property shall be distributed to those persons who would have taken the personal property of Grantor had she died intestate immediately following the termination of such trust, domiciled in Idaho, in the shares and proportions specified by the laws of that state then in effect relating to the devolution of separate property.

3.04 Distribution to Minors and Disabled Persons.

(a) Grant of Permissive Authority. If any property of any trust established hereunder at any time vests outright under the provision of this instrument to a beneficiary who is a minor or to a person who, in the judgment of the Trustee, is unable to effectively manage or apply his estate to necessary ends, then the Trustee, in its discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, may hold or distribute such property (referred to in this Article 3.04 as the "protected property") in accordance with Article 3.04(b), or, where applicable, in accordance with Article 7.

(b) In Trust. The Trustee may hold any protected property in a separate trust for such person, exercising as Trustee of such trust all the administrative powers conferred in this instrument upon the Trustee. The Trustee shall pay to such person all, none or such part of the net

income and principal of such trust as the Trustee may in its discretion from time to time determine. Such trust shall terminate when such person attains majority and becomes able, in the judgment of the Trustee, to effectively manage and apply his estate to necessary ends, or when such person dies, or when the trust assets are exhausted by discretionary distribution or otherwise. Upon such termination, the Trustee shall distribute all property then belonging to such trust to such person or, if the trust terminates at such person's death, to the personal representative of such person's estate.

3.05 Trust Termination. The decision of Trustee shall be final and conclusive in all matters in connection with the invasion of the principal or corpus of the trust estate and the exercise of any other discretionary powers. If the Trustee shall determine the continuance of any trust would be uneconomical or would otherwise be adverse to the best interests of the beneficiaries, in addition to any other bases described herein, the Trustee may terminate such trust by distribution of the trust estate to the intended beneficiaries.

ARTICLE 4: TRUSTEE

4.01 Resignation of Trustee. Any Trustee of any trust created by this instrument may resign from office at any time by giving written notice delivered in person to or mailed to the last known address of Grantor, any Co-Trustees and each beneficiary then receiving or who would then be eligible in the discretion of the Trustee to receive the income of such trust, such resignation to be effective upon the acceptance of the Trusteeship by a properly designated successor Trustee. Notice shall be effectively given in the case of a beneficiary who is under a legal disability if given to the parent, guardian or other person or institution having custody of such beneficiary.

4.02 Successor Trustee. In the event a vacancy exists, for any reason, in the office of Trustee, the following persons shall act as successor Trustees, successively in the order named: JEANNINE MARIE FIELDING, of Vancouver, Washington; JERRY MICHAEL GOWEN, of Riverton, Utah; JAMAR MATO LOPEZ-GOWEN, of Caldwell, Idaho; and such person as may be designated by Grantor, or, if Grantor is not then living, by the then-serving Trustee.

4.03 Powers of Successor Trustee. Every successor Trustee shall have all the title, rights, powers, privileges and duties herein conferred or imposed upon the original Trustee without any act of conveyance or transfer. No successor Trustee shall be obligated to examine the accounts, records and acts of any previous Trustee or any allocation of any trust estate, nor shall such successor Trustee be required to proceed against a previous Trustee for any act or omission to act on the part of such previous Trustee.

4.04 Bond Waived. Trustee, including successors, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such Trustee's duties, or if any bond shall be required by law, statute or rule of Court, without the necessity of sureties thereon.

ARTICLE 5: POWERS OF BENEFICIARIES WITH RESPECT TO TRUST ASSETS

5.01 Disclaimer. Any beneficiary under this instrument may disclaim, in whole or in part, any gift, interest, right or power under this instrument. In the event of any disclaimer of any interest in any trust established under this instrument, the property as to which such disclaimer is made shall be disposed of in the manner provided in this instrument as though the person disclaiming had not survived.

5.02 Spendthrift Clause. Except as to Grantor's retained interest, no principal or income payable or to become payable under any trust established under this instrument may be assigned or encumbered by any beneficiary thereof, or be attached by or subjected to the interference or control of any creditor of such beneficiary or reached by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt by such beneficiary.

ARTICLE 6: ADMINISTRATION OF TRUSTS

6.01 Administration of Trusts. Each trust created by this instrument shall be administered free from the active supervision of the Court having jurisdiction over such trust. This provision shall not limit the power of the Trustee to take action for the judicial settlement of its accounts or the power of a beneficiary to bring suit for an accounting.

6.02 Administrative Powers of Trustee. In addition to the powers it would otherwise have by reason of any statute or rule of law, the Trustee shall have power, without prior authorization or approval of any Court, to do everything it shall consider advisable in the management of each trust created by this instrument, even though such actions would not otherwise be authorized for Trustee under any statute or rule of law, including in this grant, without impairing its plenary nature, the following powers:

(a) Tax Elections. To make all elections and to take all other appropriate actions with respect to taxation of every kind applying to Grantor or the trust estate. Such power may be exercised regardless of the effect of such exercise upon the comparative values of the several gifts made by this instrument, and the Trustee shall not be required to make any adjustment

in the amount of any gift or in the income or principal of any trust estate in order to compensate for the effect of such exercise.

(b) Method of Payment. To pay or apply any money or other property payable to any person, including but not limited to persons under a legal disability, (1) through payment directly to such person, even though he may be under a legal disability, except to any person for whom a special needs trust has been established pursuant to Article 7 hereof; (2) to any parent, guardian, committee, conservator or other personal representative of such person, or to any adult person with whom such person resides; (3) through direct expenditure, for example, for the purchase of and payment of premiums on policies of insurance on the life of such person owned by such person or his conservator or custodian, or through payment to doctors, nurses, hospitals, schools or other persons or institutions supplying him with food, shelter, care or maintenance, or other goods, property or services of any kind, not limited to necessities, except where such payments would violate the terms of any special needs trust set up pursuant to Article 7 hereof or would cause the loss of benefits to a person for whom a special needs trust has been created pursuant to Article 7; or (4) to any custodian of the property of such person, including custodians acting pursuant to the Idaho Uniform Transfers to Minors Act or similar statutes; and the receipt of any such payee shall be a full discharge for all property so paid or applied.

(c) Occupancy of Real Property. To permit any person having any interest in any trust to occupy any real property forming part of such trust upon such terms as the Trustee shall consider proper, whether rent free or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs or otherwise, unless such permission would violate the terms of

any special needs trust set up pursuant to Article 7 hereof or would cause the loss of benefits to a person for whom a special needs trust has been created pursuant to Article 7.

(d) Consolidation of Trusts. To combine the assets of the separate trusts established under this instrument for the purpose of more convenient administration or investment for any period of time, preserving the separate character of the beneficiaries' proportionate shares, and to merge the assets of any trust hereunder with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms and having the same Trustee, except for any special needs trust established pursuant to Article 7 hereof, which trusts shall not be consolidated with any other trust or trusts.

(e) Distribution in Kind. To make distributions in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property or interests therein even if shares be composed differently, except, in the case of a special needs trust established pursuant to Article 7 below, where such distribution might be considered income to the beneficiary for purposes of financial eligibility requirements of any government assistance program from which a beneficiary may be receiving aid. Except as otherwise expressly provided, the Trustee shall have absolute discretion in the selection of property to be allocated in satisfaction of any gift without regard to the income tax basis of such property and shall not be required to adjust the amount of any gift in order to compensate for the income tax liability inherent in appreciated property distributed in kind in satisfaction of such gift.

6.03 Release of Powers. Every administrative power created by this instrument is releasable in whole or in part, temporarily or irrevocably. Any such release may be accomplished by a written instrument filed with the records of the trust or by any other method allowed by law.

6.04 Reports. Periodic reports shall be rendered by the Trustee to each beneficiary eligible to receive the current income, showing the assets then held as the principal of the trust and all of the receipts, disbursements and distributions during the period. Such reports shall be rendered not less frequently than annually. Reports to any beneficiary who is under a legal disability may be rendered directly to such beneficiary or to any parent, guardian, committee, conservator or other personal representative of such beneficiary, or to any adult person with whom such beneficiary resides. The records of the Trustee with respect to each trust shall be open at all reasonable times to the inspection of the beneficiaries of such trust and their accredited representatives.

6.05 Compensation of Trustee. For services as Trustee hereunder, JEANNINE MARIE FIELDING, and any successor Trustee shall each be entitled to the compensation customarily and usually paid to it as a Trustee.

ARTICLE 7: POWER TO ESTABLISH SPECIAL NEEDS TRUST

7.01 Establishment of Trust. If an individual beneficiary has applied for or is receiving government assistance that is based on financial eligibility requirements and is disabled (as defined in section 1382c(a)(3) of title 42 to the United States Code, or any amendment thereto, or any regulations passed under the authority thereof), or if the trustee reasonably anticipates that a beneficiary may need such government assistance in the foreseeable future, the trustee may, in its sole, absolute and uncontrolled discretion, withhold the trust property, otherwise distributable to such beneficiary, and establish an irrevocable third-party created and funded discretionary non-support spendthrift special needs trust; or, if that is not possible or practicable, establish by court order an irrevocable first party (i.e., a self-settled) discretionary non-support spendthrift special

needs trust (such as the self-settled special needs trust permitted under 42 U.S.C. 1396p(4)(A) or 42 U.S.C. 1396p(d)(4)(C)). The trustee shall then fund the special needs trust with the property that would otherwise be distributed to the beneficiary. In establishing a special needs trust, the trustee may select a trustee and successor trustees (other than the beneficiary or the beneficiary's spouse), establish accounting requirements, and shall include all provisions determined to be reasonable and necessary by the trustee after consultation with a qualified attorney. The trustee may appoint himself or herself to act as trustee of the special needs trust, or any other individual competent to serve as a trustee, but may not appoint the beneficiary of said special needs trust, or the beneficiary's spouse, to serve as trustee.

7.02 Limitation of Distributions. The grantor intends that any special needs trust established pursuant to this provision be drafted and administered so as to provide the maximum benefit to the beneficiary and that the assets of the special needs trust not be available to the beneficiary for determining the beneficiary's income or assets under rules by which any government agency determines eligibility for need-based services or financial services (such as SSI and Medicaid). None of the income or principal of this special needs trust shall be applied in such a manner as to supplant, impair, or diminish any government benefits or assistance for which the beneficiary may be eligible or which the beneficiary may be receiving, but, rather, to supplement said government assistance or benefits. The special needs trust shall be for the sole benefit of the beneficiary during his or her lifetime. However, no part of the trust principal or income shall be considered directly available to the beneficiary, nor shall the beneficiary have the right to compel any distribution from the trust. Any distributions from the special needs trust shall be made in the sole, absolute and uncontrolled discretion of the special needs trustee for the benefit

of the beneficiary. Any distributions of cash, or any cash equivalent, shall be made directly to third parties to pay for otherwise permissible goods or services procured for the benefit of the beneficiary, and not directly to the beneficiary himself or herself. In making such distributions, the special needs trustee shall consider the effect such distributions may have on the beneficiary's said government assistance benefits, and may, at any time, and at the expense of the special needs trust, seek the advice of an attorney as to the effect of any such distributions.

7.03 Termination of Special Needs Trust. The special needs trust (or joinder agreement as concerns a special needs trust established pursuant to 42 U.S.C. 1396p(d)(4)(C)) shall provide (to the extent possible) that upon the beneficiary's death and after all proper reimbursements and payment of expenses have been made (to the extent such reimbursements and payments of expenses are required by law, as in, for example, reimbursements to Medicaid in the case of a first-party or self-settled special needs trust but not in the case of a third party special needs trust), the special needs trustee shall distribute the remaining trust property (if any) to the then living issue of the beneficiary by right of representation, or if there are no then living issue of the beneficiary, the un-appointed trust property shall instead be distributed: (i) to the grantor's issue by right of representation, or (ii) to such remainder beneficiaries as may be determined by a court of competent jurisdiction at the time of the trustee's establishment of the special needs trust.

7.04 Resolution of Conflict Between the Specific Provisions of Article 7 and General Provisions Found in other Articles of This Trust Agreement. To the extent any conflict may be found to exist between the specific provisions of this Article 7, and the more general provisions of the other Articles of this Trust Agreement, the specific provisions of Article 7 shall control with respect to any special needs trust established pursuant hereto.

ARTICLE 8: CONSTRUCTIONAL RULES

8.01 Distributions by Representation. In every case in which any interest is given to the issue of a person, distributions (other than discretionary distributions of income and principal among the members of a class) shall be made by representation. Whenever a distribution to issue is to be made by representation, the distributable assets shall be divided into as many shares as there are, at the time such assets are distributable, living issue in the nearest degree of kinship and then deceased issue in the same degree who left issue who are then living, each then living issue in the nearest degree receiving one share and the share of each then deceased issue in the same degree being divided among his issue in the same manner.

8.02 Determination of Distributees. If under any provision of this instrument a distribution of any trust estate is to be made to the issue of any person, the Trustees shall make distributions to those persons whom it believes, after making such inquiry as it thinks reasonable, to be the persons so described, or if after making such inquiry it believes there is no such person, it may act upon such assumption. The Trustee shall not be obliged to secure judicial ascertainment of the identity of such issue or the lack thereof and shall be immune from all liability which it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

8.03 Court Decrees. All decrees of adoption of persons under the age of eighteen (18) when such decrees are rendered and all decrees of divorces at any time rendered by Courts of record shall be considered valid for all purposes of this instrument.

8.04 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

8.05 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the term "Trustee" and the pronoun "it" in reference to Trustee always refers interchangeably to the male or female person or persons or to the institution or any combination of them then acting as Trustee of any trust established hereunder.

8.06 Governing Law. The laws of Idaho shall govern all questions as to the validity and construction of this instrument and of all trusts created by this instrument.

8.07 Other Principles of Construction. Words in any gender shall be deemed to include the other genders; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign and convey; and the headings and paragraph titles are for guidance only and shall have no significance in the interpretation of this instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.


JERILYN GOWEN

--Grantor--

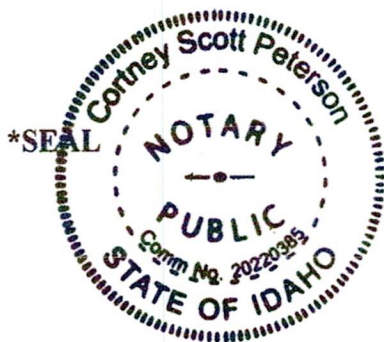

JERILYN GOWEN

--Trustee--

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)

On this 12th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JERILYN GOWEN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





NOTARY PUBLIC FOR IDAHO

Residence: Nampa, ID

My Commission Expires: 1-31-28

SCHEDULE A

1. That certain residential real property located at and commonly known as 13574 Paoletti Street, Caldwell, Idaho 83607, more particularly described as:

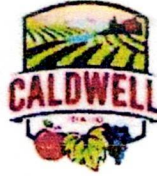
Lot 4 in Block 17 of Sienna Hills Subdivision No. 2, Canyon County, Idaho, according to the official plat thereof, filed in Book 39 of Plats at Page 35, official records of said County.

2. That certain real property containing office space located at and commonly known as 1909 S. 10th Avenue, Caldwell, Idaho 83605, more particularly described as:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 27, Township 4 North, Range 3 West of the Boise Meridian, in the City of Caldwell, Idaho, and run thence North along the West boundary line of said Northwest Quarter of the Southwest Quarter a distance of 373.6 feet; thence East 25 feet to the Real Point of Beginning; thence North on the East boundary line of Lake Avenue (now known as South 10th Avenue), a distance of 127 feet; thence East on a line parallel with the South boundary line of said Northwest Quarter of the Southwest Quarter a distance of 148 feet to a point which is 145 feet West of the West boundary line of Howard Avenue of City of Caldwell; thence South on a line parallel with the West boundary line of Howard Avenue 127 feet to a point which is 373.6 feet North of the South boundary line of said Northwest Quarter of the Southwest Quarter; thence West 148 feet to the Real Point of Beginning, being parts of Lot 3, 4 and 5 in Block 50 of Dorman's Lake View Addition to Caldwell, Idaho.

3. That certain residential and recreational real property located at and commonly known as 277 Moonridge Drive, McCall, Idaho 83638, more particularly described as:

**Lot 35, Lot 36, and Lot 37, PAYETTE RIVER SUBDIVISION
NO. 1, according to the official plat thereof, on file and of record
in the office of the Recorder, Valley County, Idaho.**



PROPERTY OWNER ACKNOWLEDGEMENT

COMMUNITY DEVELOPMENT - PLANNING & ZONING - 205 S 6TH AVE, CALDWELL ID

I, Jeannine Gowen-Fielding, the recorded owner for real property addressed as 1909 S. 10th Ave, Suite # N/A, City Caldwell State ID Zip 83605, am aware of, in agreement with, and give my permission to Nikki Trautman, to submit the accompanying application(s) pertaining to this property.

1. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application.
2. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).

Dated this 15th day of March, 20 25

Jeannine Gowen-Fielding
(Signature)

CERTIFICATE OF VERIFICATION

WA
STATE OF ~~IDAHO~~)
) ss.
)

I, Aaron Caudill, a Notary Public, do hereby certify that on this 15th day of March, in the year, 2025, personally appeared before me Jeannine Gowen-Fielding, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she/they signed the foregoing document and that the statements therein contained are true.

Aaron Caudill
NOTARY PUBLIC FOR ~~IDAHO~~ WA
Residing at Vancouver, WA
My Commission Expires 07/25/2028

NOTARY PUBLIC
STATE OF WASHINGTON
AARON CAUDILL
MY COMMISSION EXPIRES
JULY 25, 2028
COMMISSION # 155779