

September 17, 2018

Mark Stemler owner of property 125 Main Street Park City is requesting a refund from 2017 tax year. He submitted a application for primary exemption on December 14, 2016. A letter was sent by the Assessor's office requesting a lease for the property on December 19, 2016. Mark sent back a copy of the lease with a note clarifying the status was primary with a qualifying lease on March 07, 2017. After receiving his 2018 tax disclosure he noticed the property was not changed to primary status and had been taxed as secondary status. He is requesting a refund of \$2118.20 for 2017 tax year.

Alisa Robinson

Exemption Specialist

435-336-3257



**Signed Statement of Primary Residence**

Pursuant to Section 59-2-103 UCA  
Return this page by Fax: (435)578-3592  
Mail: Assessor's Office \* P.O. Box 128 \* Coalville, UT 84017  
Or Email: [gherry@summitcounty.org](mailto:gherry@summitcounty.org)

Received 11-28-16  
TR

I understand that pursuant to Utah Code Section 59-2-309 (2) any misrepresentation on this statement subjects the Owner to severe penalties

RECEIVED  
Summit County Assessor

DEC 14 2016

I hereby certify that:

I am the owner of the following described property: Account No. 0018667  
Name: Marv W. Skender Residential Prop Parcel No. PL -211  
Property Address: 125 Main Street  
City: Park City State: Utah Zip: 84060  
Mailing Address: 524 Sibert Ave  
City: Austin State: Fl. Zip: 32541

By \_\_\_\_\_

**Please check and sign one**

The above described property is my permanent, full time residence and I have no other permanent residence either in the State of Utah or any other state or country. I will occupy this property at least 183 consecutive days per calendar year.

Date of Occupancy: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

The above described property is NOT my Primary Residence. I do not have a long term lease or renter. I do not qualify for any Primary Residence Exemption.

Owner's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

As the owner, I am renting/leasing the above described property on a year round basis to the tenant/family member named below. Tenants do not have another permanent full-time residence in any state or province. They will occupy this property at least 183 consecutive days per calendar year.

Lease start date: 12/1/15

**\*\*A copy of the lease must be included with this form\*\***

Name of Tenant: Laura Skender

Mailing Address: P.O. 276

City: Park City State: Utah Zip: 84060

Owner's Signature: \_\_\_\_\_ Date Signed: 11/15/16

Submission of this application and statement authorizes the Assessor and/or staff to request or collect information sufficient to verify Primary Residence Status. A listing of criteria used to determine residence is found on the back of this form.

mwsteme@gmail.com

435 901 4729

(Lease)  
**RESIDENTIAL RENTAL AGREEMENT**

Mark Stambler Tenant, Lauren Stambler, agrees to rent from Owner,  
125 Main Street, the premises located in the City of  
Park City Summit, County of Summit, State of Utah, located  
at 125 Main St. (address) Apt. #      consisting  
of: 10 Bedroom(s) 3 Bathroom(s) 1 Kitchen 1 Living Room  
1 Family Room      Storage Unit      Other  
(specify)      upon the following terms and conditions:

**INITIAL PAYMENTS:**

Received from     , tenant(s), the  
sum of \$ 200 paid by  Cash  Check  Money  
Order Other (      ) (specify if Other) as payment to  
be applied as follows:

Rent for period from <u>Dec. 15</u> to <u>Indefinitely</u> .....	\$
Last Month's Rent.....	\$
Refundable Security Deposit.....	\$ <u>150</u>
Non-refundable Deposit.....	\$
Other.....	\$
TOTAL.....	\$ <u>350</u>

1. TERM: This agreement shall begin on Dec 1, 2015  
and continue (check one of the following)  
     on a lease basis until     , 20     ; OR  
 on a month-to-month basis until either party terminates by  
written notice 15 days prior to the end of the rental period.

2. RENT: Rent shall be \$ 200 per month, payable in  
advance on the 1 day of each calendar month to Owner or  
Owner's agent at the following address:  
    . If rent is not paid  
within five days after due date, Tenant agrees to pay a late  
charge of \$10.00.

3. USE and OCCUPANCY: Leased premises shall be used as a  
residence by 10 adults and 0 children. No additional  
occupants will reside there without written consent of Owner.  
This agreement is between each tenant individually and Owner. In  
the event of a default by one tenant the remaining tenant shall  
be responsible for their pro-rated share of the monthly rent and  
responsible for all other provisions of this agreement.

4. UTILITIES: Owner shall be responsible for the following  
utilities and services:  Water  Sewer  Gas  
 Electricity      Other (specify) internet, cable.

Tenant shall be responsible for the following utilities and  
services:  Water  Sewer  Gas  Electricity  Other  
(specify)     .

(1)



**Steve Martin**  
Assessor

December 19, 2016

Mark Stemler  
524 Sibert Ave  
Destin, FL 32541

Dear Property Owner,

We have received your application for residential exemption stating that the property located at 125 Main Street is being rented. According to our records this is a multi-residence property.

If you would like this property to receive the Primary Residence Exemption, you must send us a copy of the lease with each tenant in order to qualify.

If we do not receive this lease in 30 days, your property will not qualify and the exemption will be removed.

Thank you,

Ashley Berry  
Deputy Assessor II  
Summit County Assessor's Office

P.O. Box 128 \* 60 North Main Street \* Coalville, Utah 84017  
Phone (435) 336-3257\* Fax (435) 578-3532

3/7/17

RECEIVED  
Summit County Assessor  
MAR 21 2017

By \_\_\_\_\_  
Steve Martin, (Summit County Tax Assessor)

Steve to follow up my phone  
with you this letter

conversation the fact that my residential  
property located at 125 Main Street  
Fair City, Utah is leased and therefore  
no longer a multi-residence property as  
is not historically had been.  
I have is with  
The lease I have is a family  
member.

Sincerely yours  
Mark W. Stember  
Trustee of the  
Utah Revocable Trust

