



General Homestead Exemption – Leasehold
Filing Deadline: July 1, 2022

This form is available on our website: www.leecountyil.com

Section 1: Instructions

- A. Eligibility. To be eligible for the general homestead exemption via a leasehold interest:
i. The property must be a single-family home occupied as the primary residence by an eligible taxpayer as of January 1, 2022.
ii. The eligible taxpayer must be liable for paying the 2022 real estate taxes on the property as evidenced by a written lease that is effective on or before January 1, 2022.
B. Application. Due to the periodic nature of the leaseholds, a notarized application for this exemption must be submitted each year prior to the filing deadline of July 1st.
C. Exemption Amount. Under 35 ILCS 200/15-175, qualified taxpayers are permitted an exemption that will remove up to \$6,000 from the equalized assessed value before taxes are calculated.
D. Exemption Approval. Incomplete or ineligible applications will be denied.

Section 2: Property Identification (please print)

Property Address Parcel # (PIN)
Owner Name Address:
Tenant/Taxpayer Name Address

Section 3: Oath The Lessee and Owner attest that:

- The above address was leased and occupied by the lessee as a primary residence as of Jan. 1, 2022.
The lessee is liable for the payment of the 2022 real estate taxes, payable in 2023.
No other application for homestead exemption has been or will be claimed by the lessee on any real property in Illinois or elsewhere.
A copy of the lease in effect for the period of Jan. 1, 2022 is attached. (See minimum lease agreement requirements.) Lease copies made by the Assessment Office will be charged a fee of \$0.50 per page.

YES OR NO: Tenant is 65 years of age or older and is also applying for the Senior Homestead Exemption. Tenant's Birth Date:

I hereby depose and say that I am the owner of record, that I have read this application, that I have personal knowledge of the contents thereof, that the same is true in substance and fact, and that I am subject to penalties for perjury for falsification herein.

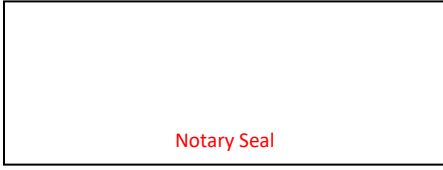
Signature of Owner (Notary not required) Telephone Date

I hereby depose and say that I am the taxpayer/lessee, that I have read this application, that I have personal knowledge of the contents thereof, that same is true in substance and in fact, and that I am subject to penalties for perjury for falsification herein.

Signature of Taxpayer/Lessee (Tenant) Telephone Date

Subscribed and sworn to before me this ___ day of ___, 20__.

TENANT'S SIGNATURE NOW REQUIRES NOTARIZATION. PHOTO ID'S WILL NO LONGER BE ACCEPTED IN LIEU OF A NOTARY.



Notary Signature and Date
Rec'd by (Assessment Official) Date Approved by Date

INSTRUCTIONS FOR VERIFYING EXEMPTION APPLICATION STATUS:

- Go to www.leecountyil.com and select the “**Property Tax**” icon on the home page
 - Bookmark or save the “Property Tax” page for direct access in the future!
- Search for the applicable property by PIN, Owner’s Name, or site address
- Click on the applicable parcel from the “*Search Results*” window
- Select “*Exemptions*” from the list on the right side of the window (or scroll down to the exemption section)
- The General Homestead Exemption – Leasehold application has been approved **IF the Exemption Type “Owner-Occupied” is listed.** Other exemptions will also be listed if applicable.



The following reference from the Illinois Property Tax Code (35 ILCS 200) is applicable to the General Homestead Exemption as it applies to leasehold properties:

Sec. 15-175 (e) General homestead exemption.

(e) The chief county assessment officer may, when considering whether to grant a leasehold exemption under this Section, require the following conditions to be met:

- (1) that a notarized application for the exemption, signed by both the owner and the lessee of the property, must be submitted each year during the application period in effect for the county in which the property is located;*
- (2) that a copy of the lease must be filed with the chief county assessment officer by the owner of the property at the time the notarized application is submitted;*
- (3) that the lease must expressly state that the lessee is liable for the payment of property taxes; and*
- (4) that the lease must include the following language in substantially the following form:*

"Lessee shall be liable for the payment of real estate taxes with respect to the residence in accordance with the terms and conditions of 35 ILCS 200/15-175. The permanent real estate index number for the premises is (insert number), and, according to the most recent property tax bill, the current amount of real estate taxes associated with the premises is (insert amount) per year. The parties agree that the monthly rent set forth above shall be increased or decreased pro rata (effective January 1 of each calendar year) to reflect any increase or decrease in real estate taxes. Lessee shall be deemed to be satisfying Lessee's liability for the above- mentioned real estate taxes with the monthly rent payments as set forth above (or increased or decreased as set forth herein)."

In addition, if there is a change in lessee, or if the lessee vacates the property, then the chief county assessment officer may require the owner of the property to notify the chief county assessment officer of that change.

This subsection (e) does not apply to leasehold interests in property owned by a municipality.

(f) "Homestead property" under this Section includes residential property that is occupied by its owner or owners as his or their principal dwelling place, or that is a leasehold interest on which a single family residence is situated, which is occupied as a residence by a person who has an ownership interest therein, legal or equitable or as a lessee, and on which the person is liable for the payment of property taxes.



Minimum Lease Agreement Requirements

- Checkboxes for lease agreement requirements: Date of the lease agreement, Address of property being leased, Name of the owner, Conveyance of a leasehold interest, Dollar amount of the monthly rent, Lease must expressly state that the Tenant is liable for payment of the real estate taxes, Receipt of Agreement.

Sample language:

The following sample language is for informational purposes only and not intended to be construed as legal advice. Lee County does not endorse this language and is not responsible for the use or misuse of this sample language.

This Lease Agreement is made and entered into this ___ day of ___, 20___ by and between ___ (hereinafter referred to as the "Landlord") and ___ (hereinafter referred to as the "Tenant").

PROPERTY. Landlord owns certain real property and improvements located at ___ (hereinafter referred to as the Premises). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein.

TERM. Landlord leases to Tenant and Tenant leases from Landlord the above-mentioned property for a term beginning on ___ (Date) and ending at 12:00 midnight on ___ (ending date).

QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

RENT. Tenant shall pay to the Landlord the sum of \$___ per month as Rent for the Term of the Agreement.



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REAL ESTATE TAXES. *The Tenant is responsible for paying the annual real estate tax bill. (Option 1)*

Or alternatively:

REAL ESTATE TAXES. *The Tenant is responsible for paying the real estate taxes. The Tenant shall be deemed to be satisfying the Tenant's liability for the payment of the real estate taxes with the monthly rent payments as set forth herein. (Option 2)*

Additional optional language to extend the lease beyond one year term:

TENANT'S HOLD OVER. *Upon the expiration of the lease, this agreement is automatically renewed for subsequent annual terms unless either party gives a written notice of the intention to terminate at least 30-days prior to the expiration. Said renewal will be subject to all of the terms and conditions hereof.*

RECEIPT OF AGREEMENT. *The undersigned landlord and tenant have read and understand, and hereby acknowledge receipt of this Lease Agreement.*

Tenant's Signature _____ Date: _____

Landlord's Signature _____ Date: _____

SAMPLE ONLY – NOT FOR USE