



STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02 Atlanta, Georgia 30334

POLICY

TITLE: SPC 13 – Land Management: Granting a Revocable License Agreement

ADOPTED: June 29, 2015 (Effective: July 1, 2015)

REVISED: September 20, 2017

1. Definitions

- (a) State Properties Commission: The State's real estate portfolio manager responsible for all acquisitions and dispositions of State owned real property interests as created by O.C.G.A. 50-16-32. The members of the governing body thereof are collectively referred to as the "Commission".
- (b) Revocable License: The granting, subject to certain terms and conditions contained in a written revocable license agreement, to a named person or persons (licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of the property to be known as the licensed premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the licensee, a revocable license shall not confer upon the licensee any right, title, interest, or estate in the licensed premises, nor shall a revocable license confer upon the licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminate, with or without cause, at any time by the licensor (SPC).
- (c) Revocable License Agreement (RLA): A written instrument which embodies a revocable license and which sets forth the names of the parties thereto and the terms and conditions upon which the revocable license is granted.
- (d) Agency: The State agency having custody of a State-owned real property; which may also be the current or previous user.
- (e) Easement: The granting of a permanent use and right over, under, on, across or through State-owned property.
- (f) Property: Any State of Georgia-owned real property as defined in O.C.G.A. 50-16-31 (8A-8F).

2. Purpose

The purpose of this Policy is to establish administrative procedures for granting a Revocable License and issuance of a Revocable License Agreement in accordance with O.C.G.A. 50-16-42.

3. Policy Statement

- (a) The Commission shall have the exclusive power to negotiate, prepare, and grant in its own name, without competitive bidding, a revocable license to any person to enter upon, extend from, cross through, over, or under, or otherwise to encroach upon any of the Property under the custody and control of the Commission, or under the custody and control of any Agency which is subject to the requirements of O.C.G.A. 50-16-38.
- (b) Any grant of Revocable License must be in writing, contained in a Revocable License Agreement, and includes terms and conditions that are determined by the Commission to be in the best interest of the state, provided that:
 - i. Each grant of Revocable License, if not revoked prior to, shall stand revoked, canceled, and terminated as of the third anniversary of the date of the RLA.
 - ii. The RLA shall not confer, coupled or otherwise, any right, title, interest, or estate in the licensed premises, regardless of any and all improvement and investments made, consideration paid, or expenses and harm incurred or encountered by the licensee.
 - iii. Each grant of Revocable License shall be made for an adequate monetary consideration of not less than \$650, the adequacy of which shall be determined by the Commission in considering the factors involved in each grant; however, if the Commission determines that the Revocable License directly benefits the state, then any monetary consideration set by the Commission shall be deemed adequate.
 - iv. Any proposed use of the licensed Property meets all applicable safety and regulatory standards and requirements.
 - v. Any grant of a Revocable License for the purpose of allowing a film company to temporarily access or use the Property shall also be subject to the following additional provisions:
 - 1. SPC or its Executive Director may deny the use of the Property for film production at its discretion;
 - 2. All entities requesting a Revocable License for filming must be registered to do business with the Secretary of State's office;
 - 3. A Certificate of Insurance or evidence only COI naming SPC as the insured must be received from the requesting entity;
 - 4. The License fee shall not be less than \$3,000 per day for any day the licensee requires access to the property;

5. Licensee may be charged for utilities, staffing access, security, etc.; said expenses shall be based on actual expenses and paid in addition to the License fee to SPC or custodial agency;
 6. Film Production RLA Request Form shall be completed by the requesting company;
 7. Entity must submit its request not less than thirty days in advance of the beginning of the term of a Revocable License; Agreement; and
 8. SPC will forward the request to the Agency for review and submission.
- (c) Commission approval is required prior to granting a RLA, provided, however the Commission's Executive Director may grant a RLA in accordance with Commission By-Law V if it meets the following criteria:
- i. The purpose of the RLA is for either public use, or public benefit; or
 - ii. An Easement over the Property that is subject to the RLA request will not be necessary and the term of the RLA will be less than 18 months.

4. Attachments

- Attachment 1: Standard Operating Procedure for Granting a Revocable License Agreement
- Attachment 2: Film Production Revocable License Form

STANDARD OPERATING PROCEDURES (INTERNAL)

SPC-LM-06	Granting a Revocable License Agreement	Effective: July 1, 2015 (Revised Sept. 20, 2017)
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Definitions

- (a) Revocable License: The granting, subject to certain terms and conditions contained in a written revocable license agreement, to a named person or persons (licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of the property to be known as the licensed premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the licensee, a revocable license shall not confer upon the licensee any right, title, interest, or estate in the licensed premises, nor shall a revocable license confer upon the licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminated, with or without cause, at any time by the licensor (SPC).
- (b) Revocable License Agreement (RLA): A written instrument which embodies a revocable license and which sets forth the names of the parties thereto and the terms and conditions upon which the revocable license is granted.
- (c) State Properties Commission (SPC): The State’s real estate portfolio manager responsible for all acquisitions and dispositions of State owned real property interests and is created by O.C.G.A. 50-16-32. The members of the governing body thereof are collectively referred to as the “SPC”.
- (d) Action Request: Any required board resolutions or constitutional officer letters, instructions, forms, documents, and checklists which each agency must provide or complete to request a real property action of SPC.
- (e) Agency: The State agency having custody of a State-owned real property; which may also be the current or previous user.
- (f) Appraisal: A determination of value of real property arrived at by a Georgia licensed appraiser who is familiar with property values in the area where the property is situated and/or a member of a nationally recognized appraisal organization.
- (g) Easement: The granting of a permanent use and right over, under, on, across or through State-owned property.
- (h) Property: Any State of Georgia-owned real property as defined in O.C.G.A. 50-16-31 (8A-8F).

Purpose

The purpose is to establish administrative procedures for granting a Revocable License Agreement for state owned real Property in accordance with O.C.G.A. 50-16-42.

Procedure

1. An Agency initiates a RLA request through submission of a completed Action Request to SPC. If SPC staff receives a RLA request from a Public or Private Entity, SPC shall direct the requesting party to submit the RLA request through the appropriate Agency. If an Agency's Action Request is for a RLA for filming or other film related production activities, a Film Production RLA Request Form must be completed by the requesting entity and submitted to SPC not less than thirty days in advance of the beginning of the term of a RLA.
2. Upon receipt of a completed Action Request, SPC staff will review the submitted RLA request and determine the applicable fee.
 - a. If the request is for the sole/substantial benefit to the State, granting of the Revocable License will be for a nominal consideration.
 - b. If the Revocable License is neither for the sole/substantial benefit of the State or for filming, the fee will be for the **greater** amount of either:
 - i. \$650.00; or,
 - ii. the fair market value determined by an Appraisal.
 - c. If the request is for a Revocable License for filming, the fee shall not be less than \$3,000 per day for any day the licensee requires access to the Property.
3. SPC staff shall prepare the RLA to include such terms and conditions determined to be in the best interest of the State, provided that:
 - a. The RLA shall not be granted for a period longer than three (3) years from the date of the RLA;
 - b. The RLA shall not confer, coupled or otherwise, any right, title, interest, or estate in the licensed premises, regardless of any and all improvement and investments made, consideration paid, or expenses and harm incurred or encountered by the licensee; and
 - c. Any proposed use of the licensed Property meets all applicable safety and regulatory standards and requirements.
 - d. RLA for filming must contain the following additional terms and conditions:
 - i. All foreign corporations, partnerships, or limited liability companies requesting a Revocable License for filming must have a valid certificate of authority from the Georgia Secretary of State;
 - ii. Licensee must maintain Commercial General Liability (CGL) Insurance, name the State of Georgia as an additional insured under the CGL policy, and provide Licensor with a Certificate of Insurance and the additional insured endorsement;

- iii. Licensee may be charged for utilities, staffing access, security, etc.; said expenses shall be based on actual expenses and paid in addition to the License fee to SPC or custodial agency.
4. SPC approval is required prior to granting a RLA, provided, however SPC's Executive Director may grant a RLA without SPC approval in accordance with SPC By-Law V if it meets the following criteria:
 - a. The purpose of the RLA is for either public use, or public benefit; **or**
 - b. An Easement over the Property that is subject to the RLA request will not be necessary **and** the term of the RLA will be less than 18 months; **or**
 - c. The purpose of the RLA is for film production.
 5. SPC or its Executive Director may deny a RLA request for film production at its discretion.
 6. After required approval procedures are met, SPC staff will facilitate the RLA request by:
 - a. drafting the RLA;
 - b. circulating the RLA for appropriate signatures;
 - c. inventory and forward copies of the final, fully executed RLA document to the requesting parties.



270 Washington Street, Suite 2-129
Atlanta, Georgia 30334

FILM PRODUCTION RLA REQUEST FORM

Production Company Name: _____

Production Company Address: _____

Production Title: _____

Requested Property: _____

Requested Dates and Time: _____
(One day is a 24-hour period beginning
12:01 a.m. and ending 11:59 p.m.) _____

Production Company Contact: _____

Contact Address: _____

Contact Phone Number: _____

Contact E-Mail Address: _____

Billing Contact: _____

Billing E-Mail Address: _____