

**CITY OF HAMPTON
STATE OF GEORGIA**

ORDINANCE NO. 2025-001

**AN ORDINANCE FOR THE PURPOSE OF GRANTING A CONDITIONAL USE TO PROPERTY
LOCATED IN THE CITY OF HAMPTON, GEORGIA; AND FOR OTHER PURPOSES.**

WHEREAS, Southeast Property Holdings, LLC (hereinafter referred to as “Applicant”) requests a conditional use for property located at 128 Highway 20 West in the City of Hampton, Georgia, consisting of +/- 132.97-acres, Parcel Identification No. 039-01015000, which shall be hereinafter referred to as the “Property” and is described in **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, said property is currently zoned MU (Mixed-Use District); and

WHEREAS, the Applicant has submitted an application (Case No. CU-25-01-17) requesting that the Mayor and City Council of the City of Hampton (hereinafter referred to as “City”) grant a conditional use for the purpose of permitting a data center campus; and

WHEREAS, a public hearing on the application was conducted by the Mayor and Council on February 11, 2025 pursuant to O.C.G.A. § 33-66-1, et seq. and local ordinances at the Hampton City Hall; and

WHEREAS, the Mayor and Council considered the request, any and all alternate proposals or amendments, the report of Staff, and all data and evidence taken at the public hearing; and

WHEREAS, the Mayor and Council have considered the applicant’s request for a conditional use thereto and the circumstances in light of those criteria for conditional use under Article XII. Section 12-5, et seq. of the Hampton Code of Ordinances, and find that the applicant’s circumstances satisfy those criteria and, therefore, a conditional use is warranted.

NOW THEREFORE, IT IS HEREBY ORDAINED after a vote by the Mayor and Council of the City of Hampton that:

The Property shall hereby be **APPROVED** for conditional use for the purpose of permitting a data center campus with the following **fourteen (14)** conditions:

General Conditions

1. The Owner/Developer shall submit a concept plan for approval by city planning staff and Mayor and City Council prior to the project’s submittal as a Development Plan Review.
2. The Owner/Developer shall adhere to the requirements of the Hampton Code article 7. Mixed Use, Article 3. Use Provisions, and all other applicable ordinances and development regulations not exclusively described herein or as part of ORD. 2025-01.

3. The Owner/Developer agrees to contribute seventy-five thousand (\$75,000) dollars to the City of Hampton for the specific use of preparing architectural stylings guide of non-residential buildings, signage, and public art for the City of Hampton Village Mixed-Use comprehensive plan land use category.
4. The Owner/Developer shall integrate green infrastructure measures for each building exceeding 100,000 square feet in size.
5. The Owner/Developer agrees to prepare and provide an Acoustic Impact Assessment to the City of Hampton no later than the concept plan submittal and shall include an ambient sound survey depicting existing decibel (dBA) conditions and proposed.
6. The Owner/Developer agrees to prepare and provide a Vibration Impact Assessment to the City of Hampton depicting ground borne noise existing and proposed development conditions.
7. The Owner/Developer shall use sustainable strategies to minimize water consumption and recycle water technologies to maintain low water usage effectiveness (WUE).

Transportation/Pedestrian Improvements

8. The Owner/Developer agrees to complete pedestrian improvements, lighting, landscape, hardscape, signage, and the like, along McDonough Street and HWY 20 W, prior to the issuance of the first building Certificate of Occupancy (CO).
9. The Owner/Developer shall provide short term bicycle parking facilities at the main entrances of each building.
10. The Owner/Developer shall provide decorative pedestrian crosswalks as needed throughout the site and along transportation facilities as required.

Landscape and Buffer

11. The Owner/Developer shall develop structural and landscape screening of the proposed utility substation. Screening measures shall comply with architectural features consistent with architectural stylings guide of non-residential buildings, signage, and public art for the City of Hampton's Village Mixed-Use comprehensive plan land use category.
12. The Owner/Developer shall implement grading measures that position the substation at a lower elevation than the surrounding area, and/or create earthen berms to reduce the substations visual impact from McDonough Street and HWY 20 W. All architectural screening, landscaping, and grading plans must be submitted for review and approval by the Community Development Department prior to permit issuance.
13. The Owner/Developer shall provide a minimum buffer of 100 feet in width along the property line adjacent Olde Hampton subdivision residential lots. The buffer shall be comprised of vegetation such that the entire width is preserved vegetation or enhanced plantings in accordance with City of Hampton Appendix A. Article 3. Sec.3-16. H.
14. The Owner/Developer shall maintain an existing and enhanced vegetative buffer to reduce the visibility of buildings from Highway 20 W and preserve pasture areas as feasible.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hampton.

Section 4. This Ordinance shall take effect immediately upon its adoption. All Ordinances in conflict herewith are expressly repealed. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Hampton, Georgia, and the sections of this Ordinance may be renumbered, if necessary, to accomplish such intention.

Section 5.

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, and phrase of this Ordinance is severable from every other, section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence, paragraph or Section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or Sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and Sections of the Article shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7.

The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

SO ORDAINED, this 25th day of March, 2025.

CITY OF HAMPTON, GEORGIA


ANN N. TARPLEY, Mayor

ATTEST:



CARMEN BLOUNT, Deputy City Clerk



APPROVED AS TO FORM:



L'ERIN BARNES WIGGINS, City Attorney

First Reading: 02/11/2025

Second Reading/ 03/25/2025

EXHIBIT A – LEGAL DESCRIPTION

Participant ID: 7627571095 BK: 19390 PG: 1974-1977
Filed and Recorded
12-31-2024 03:50 PM
DOC# D2024-030778



SABRIYA HILL
CLERK OF SUPERIOR COURT
Henry COUNTY
Real Estate Transfer Tax
Paid : \$ 0.00
PT-61 075-2024-009612

TAX PARCEL #039-01015000

STATE OF GEORGIA

COUNTY OF HENRY

**LIMITED
WARRANTY DEED OF CONTRIBUTION**

THIS INDENTURE made this 31st day of December, 2024, by and between

HENDERSON FARM HENRY PROPERTIES, LLC,
a Georgia limited liability company,

as party of the first part (hereinafter referred to as "Grantor"), and

SOUTHEAST PROPERTY HOLDINGS, LLC,
a Delaware limited liability company,

as party of the second part (hereinafter referred to as "Grantee")

[the words "Grantor" and "Grantee" as used herein shall include both the singular and the plural and shall be deemed to include the masculine gender as well as the feminine gender where the context requires or permits and shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns].

WITNESSETH that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration as set forth below, in hand paid at and before the sealing and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, confirmed and CONTRIBUTED, and by these presents does grant, bargain, sell, alien, convey, confirm and CONTRIBUTE to the said Grantee, that real property located in Land Lots 234, 235, 246 & 247 of the 6th District of Henry County, Georgia, **Parcel #039-01015000 containing 132.97 Acres**, of this description (hereinafter the "Property").

See Exhibit "A" attached hereto and made a part hereof by reference.

This conveyance is made subject to all declarations, easements, restrictions and all other matters of record which affect the Property.

The consideration for this conveyance is Grantor's receipt of a limited liability company membership interest in the Grantee, and the transfer of the Property constitutes a contribution to the Grantee under Section 721(a) of the Internal Revenue Code. Accordingly, no gain or loss is recognized by either the Grantor or the Grantee.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons claim by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed by its duly authorized officer on the day and year set forth above.

HENDERSON FARMS HENRY PROPERTIES, LLC,
a Georgia limited liability company

By its Manager:

**GOLDEN EAGLE CAPITAL
INVESTMENTS, LLC,**
a Georgia limited liability company

BY: *Jeff R Grant*
Jeff R Grant, Manager

BY: *Benjamin M Helms*
Benjamin M. Helms, Manager

Signed, sealed and delivered
in the presence of:

Sabrina D. Spenser
WITNESS

Michelle Y. Saade
NOTARY PUBLIC

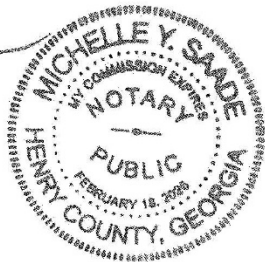


EXHIBIT "A"

TRACT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 234, 235, 246 & 247 OF THE 6TH LAND DISTRICT, HENRY COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20 (VARYING RIGHT-OF-WAY WIDTH) AND THE NORTHERLY RIGHT-OF-WAY OF McDONOUGH STREET (VARYING RIGHT-OF-WAY WIDTH);

THENCE ALONG SAID RIGHT OF WAY OF McDONOUGH STREET, NORTH 64 DEGREES 45 MINUTES 12 SECONDS WEST, 233.36 FEET TO A CONCRETE MONUMENT;

THENCE, 586.13 FEET ALONG A CURVE TO THE LEFT, (SAID CURVE HAVING A RADIUS OF 1,015.00 FEET, AND A CHORD BEARING NORTH 81 DEGREES 17 MINUTES 48 SECONDS WEST, 578.02 FEET) TO A CONCRETE MONUMENT;

THENCE, 288.48 FEET ALONG A CURVE TO THE LEFT, (SAID CURVE HAVING A RADIUS OF 1,014.58 FEET, AND A CHORD BEARING SOUTH 74 DEGREES 40 MINUTES 28 SECONDS WEST, 287.51 FEET) TO A POINT;

THENCE, 222.57 FEET ALONG A CURVE TO THE LEFT, (SAID CURVE HAVING A RADIUS OF 1,018.30 FEET, AND A CHORD BEARING SOUTH 59 DEGREES 39 MINUTES 03 SECONDS WEST, 222.13 FEET) TO A POINT;

THENCE, SOUTH 53 DEGREES 23 MINUTES 35 SECONDS WEST, 8.17 FEET TO A 1/2" REBAR W/CAP;

THENCE LEAVING SAID RIGHT OF WAY, NORTH 00 DEGREES 20 MINUTES 44 SECONDS EAST, 2,758.57 FEET TO A 1/2 INCH REBAR AND CAP SET;

THENCE, SOUTH 85 DEGREES 37 MINUTES 06 SECONDS EAST, 535.10 FEET TO A 1/2 INCH REBAR AND CAP SET;

THENCE, NORTH 73 DEGREES 48 MINUTES 05 SECONDS EAST, 1,371.69 FEET TO A 1/2 INCH REBAR AND CAP SET;

THENCE, NORTH 63 DEGREES 41 MINUTES 22 SECONDS EAST, 718.24 FEET TO A 1-1/4 INCH OPEN TOP PIPE;

THENCE, SOUTH 57 DEGREES 45 MINUTES 11 SECONDS EAST, 64.75 FEET TO A POINT;

THENCE, SOUTH 36 DEGREES 25 MINUTES 56 SECONDS EAST, 30.67 FEET TO A POINT;

THENCE, SOUTH 55 DEGREES 04 MINUTES 35 SECONDS EAST, 94.02 FEET TO A POINT;

THENCE, SOUTH 57 DEGREES 42 MINUTES 23 SECONDS EAST, 63.32 FEET TO A POINT;

THENCE, SOUTH 86 DEGREES 00 MINUTES 18 SECONDS EAST, 56.69 FEET TO A POINT;

THENCE, NORTH 78 DEGREES 39 MINUTES 27 SECONDS EAST, 82.41 FEET TO A POINT;

THENCE, SOUTH 83 DEGREES 33 MINUTES 04 SECONDS EAST, 143.62 FEET TO AN ANGLE IRON;
THENCE, SOUTH 08 DEGREES 26 MINUTES 51 SECONDS EAST, 47.01 FEET TO A 1/2" REBAR;
THENCE, SOUTH 69 DEGREES 21 MINUTES 26 SECONDS EAST, 41.12 FEET TO A POINT;
THENCE, SOUTH 62 DEGREES 37 MINUTES 57 SECONDS EAST, 83.57 FEET TO A POINT;
THENCE, SOUTH 39 DEGREES 13 MINUTES 31 SECONDS EAST, 58.35 FEET TO A POINT;
THENCE, SOUTH 61 DEGREES 25 MINUTES 16 SECONDS EAST, 97.54 FEET TO A 1/2" REBAR
W/CAP ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 20;
THENCE ALONG SAID RIGHT-OF-WAY LINE, 275.63 FEET ALONG A CURVE TO THE LEFT, (SAID
CURVE HAVING A RADIUS OF 3,437.00 FEET, AND A CHORD BEARING SOUTH 57 DEGREES 10
MINUTES 22 SECONDS WEST, 275.56 FEET) TO A CONCRETE MONUMENT;
THENCE, SOUTH 49 DEGREES 39 MINUTES 57 SECONDS WEST, 434.67 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 33 DEGREES 09 MINUTES 22 SECONDS WEST, 106.38 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 49 DEGREES 56 MINUTES 16 SECONDS WEST, 418.81 FEET TO A CONCRETE
MONUMENT;
THENCE 29 DEGREES 35 MINUTES 44 SECONDS WEST, 487.62 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 29 DEGREES 40 MINUTES 07 SECONDS WEST, 137.22 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 26 DEGREES 04 MINUTES 38 SECONDS WEST, 290.08 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 23 DEGREES 45 MINUTES 11 SECONDS WEST, 178.44 FEET TO A 1/2 INCH
REBAR AND CAP SET;
THENCE, SOUTH 20 DEGREES 38 MINUTES 42 SECONDS WEST, 40.80 FEET TO A CONCRETE
MONUMENT;
THENCE, SOUTH 20 DEGREES 38 MINUTES 42 SECONDS WEST, 522.36 FEET TO A CONCRETE
MONUMENT;
THENCE, 853.96 FEET ALONG A CURVE TO THE RIGHT, (SAID CURVE HAVING A RADIUS OF
11,380.15 FEET, AND A CHORD BEARING SOUTH 22 DEGREES 47 MINUTES 41 SECONDS WEST,
853.76 FEET) TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 132.97 ACRES (5,792,297 SQUARE FEET).