



Mink, Stephanie R <stephanie.r.mink@wv.gov>

Fwd: Request for Verification of Site Control Documentation for the Ridgeline Facility (Permit R13-3713)

Crowder, Laura M <laura.m.crowder@wv.gov>

Wed, Aug 12, 2026 at 8:25 AM

To: Stephanie R Mink <stephanie.r.mink@wv.gov>, Joseph R Kessler <Joseph.R.Kessler@wv.gov>

Stephanie,

Please file the response on AE.

Thanks.

Laura

----- Forwarded message -----

From: **Casey Chapman** <cchapman@fundamentaldata.com>

Date: Tue, Aug 11, 2026 at 5:14 PM

Subject: RE: Request for Verification of Site Control Documentation for the Ridgeline Facility (Permit R13-3713)

To: Crowder, Laura M <laura.m.crowder@wv.gov>

CC: Charles S Driver <charles.s.driver@wv.gov>

Dear Director Crowder,

Thank you for your July 31, 2026, letter regarding site control for the Ridgeline Facility under Permit R13-3713.

As referenced in Section 8 of the permit application, Fundamental Data's site control is based on an executed Purchase and Sale Agreement dated July 19, 2024. A redacted copy of the fully executed agreement is enclosed.

If DAQ requires any additional information to complete its review of site control, please let me know.

Respectfully,

Casey L. Chapman
Responsible Official
Fundamental Data LLC

Enclosure: Purchase and Sale Agreement dated July 19, 2024 (Redacted Copy – Claim of Confidentiality)

From: Crowder, Laura M <laura.m.crowder@wv.gov>**Sent:** Friday, July 31, 2026 8:19 AM**To:** Casey Chapman <cchapman@fundamentaldata.com>**Cc:** Charles S Driver <charles.s.driver@wv.gov>**Subject:** Request for Verification of Site Control Documentation for the Ridgeline Facility (Permit R13-3713)

Dear Mr. Chapman,

This letter requests documentation verifying site control for the Ridgeline Facility associated with Permit R13-3713.

In Section 8 of the air quality permit application, Fundamental Data LLC indicated it has control of the proposed site, referencing an executed Purchase and Sale Agreement dated July 19, 2024. The Division of Air Quality (DAQ) issued the permit based on that information and the certification of truth, accuracy, and completeness provided in the application.

Recently, DAQ received correspondence raising questions regarding the current ownership and control status of the project site. A July 1, 2026, letter from the West Virginia Department of Commerce noted that a review of Tucker County records indicates the proposed parcel (Parcel 47-06-0208-0005-000) is currently owned by Western Pocahontas Properties, LTD. Additionally, we note that in your June 18, 2026, correspondence to the West Virginia Office of Energy, you described the data centers contemplated for the project as remaining "conceptual".

Following these communications, community groups represented by Appalachian Mountain Advocates formally requested that the DAQ verify the site control information provided in the original permit application.

To ensure our permit records remain accurate and to properly respond to these administrative inquiries, the DAQ requests that Fundamental Data LLC provide a complete copy of the executed Purchase and Sale Agreement referenced in the application, along with any other current documentation demonstrating legal control of the site.

Please be advised that if the requested agreement or supporting documents contain trade secrets or confidential business information (CBI), you may assert a claim of confidentiality in accordance with W.Va. CSR § 45-31. Under these regulations, you may submit a redacted copy of the agreement suitable for public disclosure. For the public version, the confidential information must be blacked out, and each page must be clearly marked with the words "redacted copy - claim of confidentiality". This should be submitted simultaneously with the complete, unredacted version for DAQ's internal review.

Please submit this documentation to our office no later than Friday, August 7, 2026, so that we may update our files and resolve this matter. If you have any questions regarding this request, please contact me at Laura.M.Crowder@wv.gov or 304-414-1253.

Sincerely,

Laura Crowder

Laura M. Crowder

Director

WV Division of Air Quality

601 57th Street, SE

Charleston, WV 25304

Phone: 304-414-1253

Email: Laura.M.Crowder@wv.gov



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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") dated this 19th day of July, 2024 (the "**Effective Date**"), is made by and between **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership ("**WPPLP**"), (the "**Seller**") and **FUNDAMENTAL DATA LLC**, a Delaware limited liability company (the "**Purchaser**", together with the Seller, the "**Parties**").

R E C I T A L S:

WHEREAS, WPPLP is the fee simple (excepting oil and gas mineral rights interests) owner of certain tracts or parcels of land including Historical Tracts A-28, A-30, and A-32, together with the improvements thereon and the appurtenances thereto, located in Tucker County, West Virginia ("**Tract A-28/30/32**"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the fee simple interest of a portion of Tract A-28/30/32, containing approximately 291 acres, together with all improvements thereon and appurtenances thereto, located in Tucker County, West Virginia, as shown on Exhibit "A" attached hereto and made a part of this Agreement (the "**Property**"), upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, intending to be legally bound hereby, agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, the Property on the terms and conditions hereinafter provided.

2. **PURCHASE PRICE:**

[REDACTED]

[REDACTED]

3. **DEPOSIT:**

[REDACTED]

[REDACTED]

4. **CONDITION OF PROPERTY; PROPERTY DOCUMENTS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. **SETTLEMENT:**

[REDACTED]

6. **RISK OF LOSS:**

[REDACTED]

7. **BROKERAGE FEE:**

[REDACTED]

8. **EXPENSES AND PRORATIONS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. **STUDY PERIOD:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. **TITLE:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. **MECHANICS LIENS:**

[REDACTED]

13. **CONDITIONS PRECEDENT AND OBLIGATIONS AT SETTLEMENT:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

14. **REMEDIES:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. SELLER'S REPRESENTATIONS AND WARRANTIES. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18. **PARTIES BOUND:** [REDACTED]

19. **APPLICABLE LAW:** This Agreement is and shall be construed in accordance with the laws of West Virginia.

20. **DELETED.**

21. **NOTICES:** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22. **TOTAL AGREEMENT:** [REDACTED]

23. **TIME:** [REDACTED]

24. **ASSIGNMENT OF AGREEMENT:** [REDACTED]

[REDACTED]

25. **INTERPRETATION:**

[REDACTED]

26.

[REDACTED]

27. **BUSINESS DAYS:** “Business Days” or “business days” means any days other than Saturday, Sunday, federal holiday, or other day on which commercial banks in Tucker County, West Virginia are authorized or required by law or executive order to be closed. If the last day upon which performance hereunder would otherwise be required or permitted is not a business day then the time for such performance shall be extended to the next day that is a business day.

28. **DISPUTE RESOLUTION; VENUE:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

29. **COUNTERPARTS AND ELECTRONIC SIGNATURES:**

[REDACTED]

30. **EFFECTIVE DATE:** “Effective Date” means the latest date on which this Agreement is signed by all parties hereto as evidenced by the date appearing next to their respective signatures below.

(Signatures appear on following page – Remainder of page intentionally left blank)

*Gas Parcel
Execution Version*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the later of the dates set forth below, which date shall be inserted on Page 1 of this Agreement.

SELLER:

WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership

By: [REDACTED], a Delaware limited liability company
its General Partner

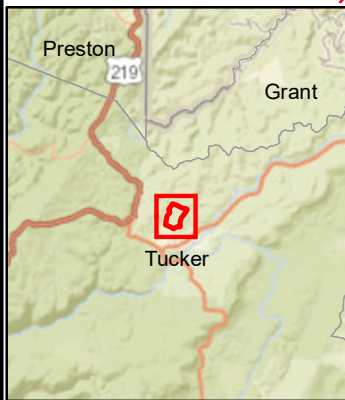
DocuSigned by:
By: [REDACTED] (SEAL)
Name: [REDACTED]
Title: Authorized Person/Signatory
Date: July 19/2024 | 8:04:33 AM PDT

PURCHASER:

FUNDAMENTAL DATA LLC,
a Delaware limited liability company

By: [REDACTED]
a Delaware limited liability company,
its manager

Signed by:
By: [REDACTED] (SEAL)
Name: [REDACTED]
Title: President and CEO
Date: July 19/2024 | 9:56:34 AM EDT



Gas Parcel

0 1,000 Feet



Tucker County West Virginia Thomas (33)	Projection: NAD27 WV-N
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TAR
7/12/2024

Paper Size: 8.5" x 11"	

Exhibit A
Purchase and Sale Agreement

