

Dec 04 2020

STATE OF INDIANA)
)
COUNTY OF TIPPECANOE)

S.C. SUPREME COURT
AFFIDAVIT OF DAMIAN VANMATRE

PERSONALLY appeared before me Damian VanMatre, who deposes and states that the following is based upon his own knowledge, except those matters stated upon information and belief, and as to those matters, he believes them to be true.

1. My name is Damian VanMatre. I am over the age of 18 years and am competent to make this affidavit.

2. I am employed by Trinitas Ventures LLC (“Trinitas”) as Vice President of Development Operations. I am authorized to make the following assertions on behalf of Trinitas.

3. Trinitas entered into a contract for the sale of certain real property located at 1600-1620 Gervais Street (the “Property”) with Capital Investments, LLC (“Owner”) on August 30, 2018.

4. From September 19, 2018, through July 2020, Trinitas met with community stakeholders, including City of Columbia (“City”) and the University Hill Neighborhood Association (“Association”), to consider the site planning and design of Trinitas’ anticipated apartment complex on the Property (the “Proposed Construction”).

5. On June 4, 2019, at the request of Trinitas and in pursuit of the development goals of Trinitas, Owner voluntarily rezoned the Property to make it part of City’s City Center Design/Development District.

6. On December 3, 2019, Trinitas filed two applications to the DDRC, including: (1) a Certificate of Site Plan Approval, and (2) a Certificate of Design Approval for New Construction, under a Letter of Agency from Owner.

7. From January to July 2020, Trinitas participated in four public meetings before the DDRC and one public working session in connection with the Proposed Construction.

8. Trinitas has already incurred \$275,000 in nonrefundable deposits to the Owner. Trinitas has also incurred significant development costs associated with the Proposed Construction, including engineering and architect costs, as a result of changes made to the Proposed Construction's site plan and design based on feedback from City and Association. Trinitas has also incurred significant internal costs and legal fees in preparing for four public hearings and one working session before the DDRC.

9. Trinitas' contract with Owner requires Trinitas to make an additional \$50,000 nonrefundable deposit to Owner on January 18, 2021. After January 2021, Trinitas will be contractually required to pay an additional \$50,000 every sixty days until October 2021.

10. Trinitas' contract with Owner will expire on November 18, 2021, at which time Owner may decide not to allow Trinitas to renew the contract or Trinitas may decide that the economic benefit anticipated from the Proposed Construction is outweighed by the burden imposed by the uncertainty and delays of the planning process.

11. Delay of the appellate courts' review of the appeal filed by Association would significantly prejudice Trinitas and the proposed project.

I solemnly swear and/or affirm that the above information is true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

[SIGNATURE ON FOLLOWING PAGE]

Damian VanMatre

Damian VanMatre
Vice President of Development Operations
Trinitas Ventures LLC

Sworn to and subscribed before me

This 3RD day of December 2020.

Elizabeth Jaye Gonzalez

Notary Public for Indiana

My Commission Expires: 01-29-28

