

## **Key School/ARPOA Negotiation History**

Before Key School negotiated its original purchase contract, Wes Jones, Key School's then Board President and community resident, met in August 2011 with the ARPOA Land Acquisition Committee to discuss the possibility of working with the community to share the purchase and use of the property. That offer was rejected so Key moved ahead and purchased the property.

Key's original purchase contract, negotiated in 2011, included a buy-back provision for ARPOA to buy up to 30 acres of the golf course property. That offer was formally made in the fall of 2011 to the full ARPOA board and was rejected. Key then renegotiated its purchase contract in January 2012 to eliminate the buy-back clause.

Beginning in 2012, Key School representatives met on several occasions with the ARPOA Board and ultimately offered a set of 15 concessions. The school also offered ARPOA a "1st right of refusal" on any future sale or leasing of the property. The only thing the school required in return was that these concessions settled the opposition from the community. The ARPOA Board at that time rejected that offer in favor of continuing its funding of the covenant litigation against the school. In a summary judgment, the Circuit Court decided in favor of the school.

Once the covenant litigation had been decided, representatives of ARPOA met again with the school (August 14, 2013) and asked if those concessions were still possible. Key School Board representatives simply asked "Are you going to fund the appeals on the covenant litigation decision by the Circuit Court?" Those ARPOA representatives replied that they were. Key's representatives replied that concessions were not possible while being sued. The Key representatives asked ARPOA to let the school know when ARPOA was ready to settle the matter and Key would re-enter negotiations. ARPOA pushed ahead with funding the appeal to the Court of Special Appeals, who subsequently decided in favor of Key School. ARPOA then funded a review by Maryland's highest court which was ultimately denied by the court. This was another opportunity for an agreement that was lost based upon ARPOA's commitment to litigation vs. negotiation.

In July 2014, Key Board representatives did meet with several residents at their request to discuss ideas about traffic mitigation, which included traffic calming measures, road widening, clearing brush, and making a grass or mulch.

Key then voluntarily invited the entire Annapolis Roads community to a well-attended meeting held in August 2014 at Key School for the purpose of discussing traffic mitigation. That was a very contentious meeting where there was no consensus of opinion from the residents on mitigation options; Key was bluntly told we were not wanted by some of the invited residents.

In October 2014, shortly after the County approved certain interim uses of the property by Key, we met with an ARPOA board subgroup at their request and decided to draw up a Joint Understanding of Interim Use. We agreed to terms on November 21, 2014. The agreement was posted on both the Key and ARPOA websites.

In January 2015, Key reached out to see if ARPOA would consider meeting. Dates were offered by Key and accepted by ARPOA but then canceled by ARPOA on multiple occasions, often within a day of the meeting. Key asked ARPOA to let the school know when they would like to reschedule. They did not contact the school again for over a year and instead filed a number of administrative appeals against the County's approvals of Key School's plans. Two of those appeals were dismissed or withdrawn and one remaining appeal is only now nearing resolution on the County's approval of the Fusco Athletic Park traffic mitigation plan.

In early 2017 there was a request from ARPOA to meet with Key. Two meetings were scheduled and then canceled by ARPOA on the evening before the meeting. A third meeting was scheduled but then canceled when Key and ARPOA could not agree on the terms of a confidentiality agreement for the meeting. Such agreements are not at all uncommon when negotiations are being considered during ongoing litigation or administrative appeal.

Representatives from Key and ARPOA did finally meet in April of this year to discern if there was an opportunity to resolve the traffic mitigation appeal through agreement. Key was willing to consider some conditions (like those proposed by Key to the Board of Appeals) but the breadth and scope of the ARPOA board demands were considerably beyond matters related to the traffic mitigation and safety and it quickly became apparent that no agreement could be reached on the traffic mitigation appeal.

In summary, Key School's efforts to negotiate have been methodically rejected for nearly 6 years by past and present ARPOA Boards. The School was willing to give up more of its rights on the property at the beginning to avoid protracted and expensive legal efforts and we believe those early negotiations were all conducted with the belief on both sides that a ultimate settlement was possible. Unfortunately, that was not the case and we have all borne the expense of this prolonged and costly legal battle.