**Form 8-4: Settlement Agreement and Limited General Release**

[[Text Box Start]]

Agreement Between Caveator and Caveatee

Resolving Issues Relating to Caveat

[[Text Box End]]

**Settlement Agreement and Limited General Release**

This Settlement Agreement and Limited General Release (the "Settlement Agreement") dated as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is entered into by and among (*insert name of Caveatee*) and (*insert name of Caveator*) (collectively referred to herein as the "Parties").

**I. Recitals**

WHEREAS, (*insert name of Decedent*) ("Decedent") died on (*insert date*); and

WHEREAS, the Register of Wills for (*insert city/count*y)admitted for probate Decedent's Last Will and Testament dated *(insert date*)*,* Estate No. (*insert number*); and

WHEREAS, (*insert name of Caveatee*) was appointed Personal Representative of the Estate of (*insert name of Decedent*), Letters of Administration having been issued on *[insert date]*; and

WHEREAS, (*insert name of Caveator*) filed a Petition to Caveat and Petition for Appointment of Special Administrator on (*insert date*) (the "Caveat Proceeding"); and

WHEREAS, the Orphans' Court for (*insert city/count*y)entered an Order Transmitting Issues on (i*nsert date*); and

WHEREAS, the Parties desire to resolve the Caveat Proceeding by settlement and agreement and without the necessity of further litigation.

NOW, THEREFORE, in consideration of the foregoing, the mutual premises contained in this Settlement Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, it is agreed as follows:

**II. Agreement**

1. The Parties agree that the Caveat Proceeding shall be dismissed with prejudice and that the Last Will and Testament of (*insert name of Decedent*), dated (*insert date*) shall be probated in accordance with the terms of such Will and applicable law, subject to the further agreement of the Parties as set forth herein below.

2. (*insert name of Caveatee*) shall be restored as the Personal Representative of the Estate of (*insert name of Decedent*),

3. (*insert name of Attorney*), shall remain as the Attorney for the Estate.

4. The Decedent's Estate shall be distributed as follows:

a. The tangible personal property of the Decedent shall be disposed of as follows:

(1) (*insert name of Caveator*) shall be entitled to those items of tangible personal property identified in the document titled Will of (*insert name of Decedent*),dated (*insert date*), except as specifically noted herein:

(*insert list*)

(2) (*insert name of Caveatee*) shall be entitled to the balance of the Decedent's tangible personal property, except that (*insert name of Caveator*) shall be paid the value of such property, as determined during the administration of the Estate, in accordance with the percentages set forth in paragraph (c) below.

b. The Decedent's real property located at (*insert address*) shall be distributed to (*insert name of Caveatee*) subject to any liens or encumbrances thereon.

c. All of the rest and residue of the Decedent's Estate shall be distributed as follows:

(1) \_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_%) thereof shall be distributed to (*insert name of Caveator*);

(2) \_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_%) thereof shall be distributed to (*insert name of Caveatee*).

5. Each of the Parties shall be deemed to be an "interested person," as that term is defined in the Estates and Trusts Article of the Maryland Code, with all of the rights appertaining thereto under the Maryland Code and Rules until the conclusion of the Estate administration.

6. All attorneys' fees and litigation expenses incurred in the Caveat Proceeding by each of the Parties shall be borne by the respective Parties and not by the Estate; provided, however, that this provision shall not apply to those fees and expenses incurred by the Estate's attorney, relating to the administration of the Estate during the Caveat Proceeding.

**III. Release and Obligations**

7. **Mutual Release -** Except as otherwise provided in this Agreement, the Parties do hereby mutually forever release, discharge and acquit the other Parties and their agents, representatives, successors, predecessors, assigns, insurers, attorneys, parent, affiliates, subsidiaries, employees, stockholders, officers and directors, past, present and future, from any and every manner of action and actions, cause and causes of action, suits, proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, claims for damages, judgments, extents, executions, attorneys' fees, costs and expenses of suits, and any and all claims, demands and liabilities whatsoever of every name and nature, whether known or unknown, suspected or unsuspected, accrued or unaccrued, now existing or which may develop in the future, in law, equity, or otherwise, which the Parties ever had, now have, or hereafter can, shall or may have, against each other, individually, severally, jointly, collectively, or otherwise, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Agreement, arising out of, as a consequence of, for or by reason of, resulting from or relating in any way to the facts, circumstances and claims arising out of or related to: 1) Last Will and Testament of (*insert name of Decedent*),dated (*insert date*); 2) the document titled Will of (*insert name of Decedent)*, dated (*insert date*); and 3) the Caveat Proceeding.

8. **Performance of this Agreement -** None of the Parties is released from performing the terms, conditions, covenants and promises of this Agreement.

**IV. Miscellaneous**

9. **Compromise -** This Agreement involves a disputed claim and is the result of compromise. As such, this Agreement does not constitute and shall not be deemed as an admission of liability by any Party.

10. **Confidentiality** - This Agreement, all negotiations leading to this Agreement, and all of its terms, conditions and provisions, shall be and remain strictly confidential, and shall not be communicated or disseminated, in whole or in part, to any person other than the Parties and their spouses, provided that their spouses agree to abide by this provision, unless such communication or dissemination is: 1) required to enforce the terms of this Agreement; 2) compelled by legal process or obligation; 3) necessary to a Party's defense in a pending or threatened proceeding; or 4) subject and confined to a recognized testimonial privilege. The Parties agree that in addition to any other right or remedy which they, or any of them, may have for breach of or interference with the foregoing covenant, any Party aggrieved by such a breach or such interference shall be entitled to a mandatory and/or prohibitive injunction, an order or decree of specific performance, and/or a similar order or decree enforcing this covenant.

11. **Non-disparagement -** It is agreed that no Party shall take any actions or make any communications not required in the performance of their business or professional responsibility that are or could be injurious to the Parties' reputations.

12. **Entire Agreement and Successors in Interest -** This Settlement Agreement contains the entire agreement among the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the representatives, successors and assigns of each.

13. **Construction by Maryland Law -** This Settlement Agreement is entered into in Maryland and shall be construed and interpreted in accordance with its laws without regard for its conflict of interest laws. For purposes of construing this contract, the Parties shall be considered to have jointly authored this Settlement Agreement. The language of all parts of this Settlement Agreement hereto shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any of the Parties. The headings used in this Settlement Agreement are for reference only.

14. **Representation of Comprehension of Document -** The Parties warrant that each has carefully read this Settlement Agreement, knows and understands the contents and meaning hereof, that the terms hereof are contractual and not a mere recital, and signs the same voluntarily and without coercion, after consultation with legal counsel and with the intent to be legally bound thereby. The Parties further represent that each has relied upon the legal advice of its attorney of its own choice and that the terms of this Settlement Agreement have been completely read and explained to it by its attorney, and that those terms are fully understood and knowingly, willingly, and voluntarily accepted by each.

15. **Waiver of Provisions** - Neither one nor more waivers by one or more of the Parties of any rights under any of the provisions of this Settlement Agreement, nor one or more failures of one or more of the Parties to enforce any of the provisions of this Settlement Agreement, shall thereafter be construed as a waiver of any provisions, rights or privileges under this Settlement Agreement.

16. **Execution in Counterparts -** This Settlement Agreement may be executed in any number of counterparts, including those transmitted to and among the Parties to this Settlement Agreement via facsimile, with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Settlement Agreement.

17. **Modification and Severability** - No change or waiver of any provisions of this Settlement Agreement hereto shall be valid unless the same is in writing and signed by all Parties to this Settlement Agreement. The invalidity, illegality or unenforceability of any provision or any part of any provision of this Settlement Agreement shall not affect or impair the validity, legality or enforceability of any other provisions or part of any other provision, hereof. This Settlement Agreement supersedes all negotiations, whether oral or written, and statements made before or after its acceptance with respect to the Caveat Proceeding. This Settlement Agreement is the entire Settlement Agreement between the Parties on the subject matter hereof.

18. **Effectiveness -** This Settlement Agreement shall become effective immediately upon execution by all of the Parties but shall not be binding upon the Parties unless and until a final order ratifying this Agreement is entered by the Orphans' Court for Baltimore County, Maryland. The Parties agree that this Agreement shall be presented for ratification to the Orphans' Court for (*insert City/County*), Maryland by the Estate's counsel. By signing this Agreement, each of the Parties hereto authorizes the Estate's counsel to represent to the Court that each of the Parties has consented thereto and waives further notice thereof.

**THIS IS A RELEASE, READ BEFORE SIGNING.**

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by each of them.

WITNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*insert name of Caveatee*)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*insert name of Caveator*)