

Circuit Court for Baltimore County
Case No.: C-03-CV-23-002736

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND

No. 1554

September Term, 2024

NORMA J. WHEELER

v.

NANCY M. BADDERS, ET AL.

Friedman,
Shaw,
Kehoe, Christopher B.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Shaw, J.

Filed: November 19, 2025

*This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Rule 1-104(a)(2)(B).

Appellees, Nancy Badders, Leroy Badders, and David Badders (collectively, “the Badders”) filed a complaint to enforce a settlement agreement in the Circuit Court for Baltimore County against Appellant, Norma Wheeler (“Ms. Wheeler”). Following motions for summary judgment by both parties, the court granted summary judgment in favor of the Badders and ordered that Ms. Wheeler take several actions to comply with the settlement agreement between Ms. Wheeler and Nancy and Leroy Badders (“Mr. and Mrs. Badders”). Ms. Wheeler noted the instant appeal and presents one questions for our review:¹

1. Whether the court correctly ordered that she cooperate in requests to accomplish the settlement agreement?

For the reasons that follow, we affirm the judgment of the circuit court.

BACKGROUND

The instant matter arises from a dispute regarding a one-acre plot of land located in Baltimore County. Appellee, Nancy Badders, and Appellant, Norma Wheeler, are sisters. Before his death, their father, George Rosier, owned roughly a fifty-three acre plot of land upon which the parties live: Ms. Wheeler on over fifty acres, located at 21028 Old York

¹ Ms. Wheeler’s question presented in her brief is: “Was the Circuit Court for Baltimore County legally correct in entering an Order compelling Appellant to sign an Agricultural Subdivision Plan to be submitted for review and approval by Baltimore County land development regulatory authorities and ultimately a deed conveying valuable real estate, for no consideration, to Appellee when no term of the parties’ concededly clear and unambiguous Settlement Agreement stated any such obligation?”

Road and David Badders, Mr. and Mrs. Badders’ son, on the single acre at the heart of this dispute: 21004 Old York Road.²

In 2014, Mr. Rosier died and left the entirety of the fifty-three acre property, including the acre that the Badders resided on, to Ms. Wheeler. In 2017, Ms. Wheeler filed a complaint for declaratory and injunctive relief against Mr. and Mrs. Badders (the “2017 action”).³ Therein, she acknowledged that her father “gave permission to [Mr. and Mrs. Badders] to build [a] dwelling on a portion of the subject property with the understanding that a lot of ground would be created and a formal survey performed to designate the property to be deeded to [Mr. and Mrs. Badders].” She asserted that Mr. and Mrs. Badders “have proceeded to construct other barns and out-buildings” and “have continued their occupancy of the property in question without paying any compensation whatsoever for it, without having it properly surveyed, and without having created any documentation that would afford to them any entitlement to the property.” Ms. Wheeler sought a court order declaring Mr. and Mrs. Badders’ actions “to be an illegal trespass upon [her] property” and directing Mr. and Mrs. Badders to “remove themselves and their property and equipment from [her] property[.]”

In response, Mr. and Mrs. Badders filed a two-count counter claim demanding judgment against Ms. Wheeler, asserting claims of quiet title by estoppel and unjust enrichment. They asserted that in 1972, Mr. Rosier gave them the parcel of land located

² David Badders was raised in the home. Mr. and Mrs. Badders resided with David until 2019, when they moved to another home nearby.

³ David Badders was not a party to the 2017 action.

at 21004 Old York Road “by a clear and definite promise and agreed to deed” them the property. They added that “in reasonable reliance on [Mr.] Rosier’s promise and agreement, [they] obtained [Mr.] Rosier’s consent to construct a dwelling on [21004 Old York Road] for use by [them] as their residence[,]” and thereafter paid for construction of additional structures with Mr. Rosier’s consent. Finally, they maintained that Ms. Wheeler “knew that [Mr.] Rosier gave [21004 Old York Road] to the Badders by a clear and definite promise” to deed them the property, and that Ms. Wheeler’s retention of 21004 Old York Road, including the structures erected by Mr. and Mrs. Badders, would be inequitable.

In May of 2019, Ms. Wheeler and Mr. and Mrs. Badders executed a Mutual Release and Settlement Agreement. In pertinent part, the Settlement Agreement provides:

WHEREAS, the Parties brought claims (“Claims”) against each other in the Circuit Court for Baltimore County, Maryland in a matter (“Civil Action”) captioned Norma J. Wheeler v. Nancy M. Badders, et ux., having case number 03-C-17-004149, respecting the ownership of certain real property located at 21004 Old York Road, Parkton, Maryland 21120 (“Property”);

WHEREAS, the Parties disputed each others’ Claims in that Civil Action;

WHEREAS, the Parties have entered into a settlement (“Settlement”) which they wish to memorialize in this Release, which Settlement resolves the Civil Action and any and all other claims whatsoever among these Parties in any way arising out of or related to the Claims and Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and. agreements of the parties hereto, the Parties do hereby covenant and agree as follows;

1. Recitals. The Recitals set forth above are incorporated in and are made a part of the Release.

2. Settlement Payment, Subdivision, Deed and Fence.

a. Settlement Payment. Within thirty (30) days of execution of this Release by the parties, Badders shall pay the sum of Two Thousand Five Hundred

Dollars (\$2,500.00) ("Settlement Payment") to John A. Austin, Esquire ("Austin"), 29 West Susquehanna Avenue, Suite 205, Towson, Maryland 21204 in full and complete settlement of the Claims asserted against Badders in the Civil Action. The Settlement Payment shall be made payable to Wheeler in good and collectible funds, but shall be sent to Austin.

b. Subdivision. Within ten (10) days after execution of this Release, the Badders shall authorize and instruct their surveyor to prepare a subdivision plat ("Subdivision Plat") for filing with Baltimore County, Maryland to obtain the subdivision of the acreage shown on the Concept Plan prepared by DuVal and Associates dated June 27, 2017 ("Badders' Acreage") from the surrounding acreage owned by Wheeler ("Wheeler Acreage"). The Badders agree that they shall instruct their surveyor to use all reasonable efforts and speed to obtain final approval of the Subdivision Plat. All costs for the preparation, filing, approval, and recording of the plat shall be borne by Badders.

c. Deed. Within ten (10) days after final approval of the Subdivision Plat by Baltimore County, Maryland, Badders shall instruct their surveyor to prepare a metes and bounds description of the Badders' Acreage and their attorneys to prepare a special warranty deed ("Deed") from Wheeler conveying the Badders' Acreage, in fee simple, to the Badders, with all reasonable efforts and speed. The Deed shall provide that no consideration is being paid for the conveyance of the Badders' Acreage.

d. Fence. Within ten (10) days after final approval of the Subdivision Plat by Baltimore County, Maryland, Badders shall commence (in accordance with applicable Baltimore County, Maryland laws and regulations) to erect or construct on the Badders' Acreage a fence, wall, or other physical barrier ("Fencing") delineating the property boundary lines between the Badders' Acreage and Wheeler Acreage. All costs for the Fencing including maintenance of the fencing shall be borne by Badders.

3. Stay and Dismissal of the Litigation. As soon as practicable following the execution of this Release by all Parties, counsel for the Parties shall notify the Court that the Civil Action has been settled by the Parties, that the Parties expect to submit an Order for execution by the Court incorporating the terms of the Parties' settlement, and that the Parties expect to consummate the settlement and dismiss the Civil Action. Within ten (10) days after Wheeler's receipt of the Settlement Payment and its clearing through normal banking channels, the Parties shall cause their counsel of record in the Civil Action to file with the Court a Stipulation of Dismissal, dismissing all claims, counter-claims, cross-claims and third-party claims asserted against each

other in the Civil Action with prejudice, each of the Parties to bear their own costs and attorneys’ fees.

In June of 2019, the parties filed a joint stipulation dismissing the 2017 action.

Several years later, on July 2, 2023, the Badders filed a two-count “Complaint to Enforce Settlement Agreement or in the Alternative, for Unjust Enrichment” against Ms. Wheeler. In count one, “suit to enforce agreement[.]” they asserted that Ms. Wheeler had “failed to cooperate” with the county’s request to walk the parcel to achieve the subdivision anticipated in the settlement agreement. As a result, they sought a court order directing Ms. Wheeler to “cooperate in requests to accomplish the Settlement agreement and prohibit interference with the surveyor or Baltimore County authorities or Soil and Water Conservation authorities[.]”

In count two, appellees alternatively sought unjust enrichment, asserting that Ms. Wheeler “would be unjustly enriched to the value of at least \$610,700.00” if permitted “to nullify the Settlement agreement[.]” They prayed that “if the Settlement Agreement is not enforced[.]” that the court should “award damages of the value of the improvements of at least \$610,700.00, and enter judgment against defendant Wheeler in that amount[.]” Ms. Wheeler filed a motion to dismiss, which was denied.

On March 6, 2024, the Badders filed a motion for summary judgment, asserting that Ms. Wheeler should be directed to “cooperate in requests to accomplish the Settlement Agreement and prohibit interference with” relevant authorities, and to “sign the agricultural minor subdivision plan in her name, and to execute the deed to Leroy and Nancy Badders [as] contemplated in the Settlement Agreement[.]” Ms. Wheeler opposed the Badders’

motion and a filed a cross-motion for summary judgment. She asserted, in pertinent part, that the Settlement Agreement does not require her to “sign a minor subdivision plat, to execute any deed, or to otherwise convey any portion of the Property to the Badders[.]” The Badders opposed Ms. Wheeler’s cross-motion for summary judgment and asserted that Ms. Wheeler’s assertions violated the implied covenant of good faith and fair dealing.

On August 30, 2024, the parties appeared before the court on their motions for summary judgment. After the hearing, the court granted the Badders’ request for summary judgment against Ms. Wheeler. In its ruling, the court found that “there is no genuine issue of material fact” and “that there was and is a signed Mutual Release and Settlement Agreement as to the property described in the Complaint and instant motions[.]” The court ordered Ms. Wheeler to “cooperate in requests to accomplish the Settlement Agreement and prohibit interference with the surveyor, Baltimore County authorities, or Soil and Water Conservation authorities,” to “sign the agricultural minor subdivision plan” and to “execute the deed to LeRoy and Nancy Badders contemplated in the Settlement Agreement upon approval by County authorities[.]”

Ms. Wheeler noted the instant appeal.

STANDARD OF REVIEW

Upon a party’s filing of a motion for summary judgment, a trial court “shall enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Maryland Rule 2-501(f). On appeal, “[i]f no material facts are in dispute, we determine whether the trial judge’s ruling was

legally correct.” *Newell v. Runnels*, 407 Md. 578, 608 (2009). “[W]e will affirm the trial court’s decision to grant the motion for judgment if the record indicates that at least one of the grounds asserted by the moving party supported the court’s decision.” *Krause Marine Towing Corp. v. Ass’n of Maryland Pilots*, 205 Md. App. 194, 208 (2012). “The interpretation of a contract, including the determination of whether a contract is ambiguous, is a question of law, subject to *de novo* review.” *Sy-Lene of Washington, Inc. v. Starwood Urb. Retail II, LLC*, 376 Md. 157, 163 (2003).

DISCUSSION

Ms. Wheeler asserts that the court erred in granting the Badders’ motion for summary judgment because the “terms of the Settlement Agreement do not reflect any agreement among the parties that [a]ppellant was to execute a deed conveying the [s]ubject [p]arcel to [a]ppellees.” The Badders respond that the trial court appropriately granted their motion for summary judgment because no reasonable person would believe “that [Ms.] Wheeler is excused from signing a deed” based upon the language of the Settlement Agreement.

“Settlement agreements are enforceable contracts subject to the same interpretive rules as other contracts.” *Adventist Healthcare, Inc. v. Behram*, 488 Md. 410, 432 n.15 (2024). In other words, “[b]ecause Maryland follows the ‘objective’ law of contracts, the court must, as its first step, determine from the language of the agreement what a reasonable person in the position of the parties would have meant at the time the agreement was effectuated.” *Hartford Acc. & Indem. Co. v. Scarlett Harbor Assocs. Ltd. P’ship*, 109 Md. App. 217, 291 (1996), *aff’d*, 346 Md. 122 (1997); *see also Spacesaver Sys., Inc. v. Adam*,

440 Md. 1, 8 (2014) (quoting *Gen. Motors Acceptance Corp. v. Daniels*, 303 Md. 254, 261 (1985)) (“[T]he true test of what is meant is not what the parties to the contract intended it to mean, but what a reasonable person in the position of the parties would have thought it meant.”)

In accordance therewith, “Maryland courts should examine the character of the contract, its purpose, and the facts and circumstances of the parties at the time of execution.” *Pac. Indem. Co. v. Interstate Fire & Cas. Co.*, 302 Md. 383, 388 (1985). “The primary source for determining the intention of the parties is the language of the contract itself.” *Hartford Acc. & Indem. Co.*, 109 Md. App. at 291. “As with the interpretation of a statute, the court does not construe particular language in isolation, but considers that language in relation to the entire contract.” *Impac Mortg. Holdings, Inc. v. Timm*, 474 Md. 495, 506-07 (2021). On appeal, we “attempt to construe contracts as a whole, to interpret their separate provisions harmoniously, so that, if possible, all of them may be given effect.” *Credible Behav. Health, Inc. v. Johnson*, 466 Md. 380, 396 (2019) (quoting *Walker v. Dep’t of Human Res.*, 379 Md. 407, 421 (2004)); see also *Dumbarton Imp. Ass’n, Inc. v. Druid Ridge Cemetery Co.*, 434 Md. 37, 52 (2013) (noting that a “contract must be construed in its entirety and, if reasonably possible, effect must be given to each clause so that a court will not find an interpretation which casts out or disregards a meaningful part of the language of the writing unless no other course can be sensibly and reasonably followed.”) (citation modified) (citation omitted).

Here, neither party challenges the court’s finding that there was no genuine issue of material fact. Our review, therefore, is limited to whether the court was legally correct in

granting summary judgment and in ordering Ms. Wheeler to cooperate in requests to accomplish the Settlement Agreement. Based upon the language of the Settlement Agreement, we hold that the court’s determination was legally correct.

First, the Settlement Agreement’s stated purpose was to resolve the dispute at the heart of the 2017 action: ownership of 21004 Old York Road. The Settlement Agreement provides that the agreement was reached following a dispute concerning “the ownership of certain real property located at 21004 Old York Road”, and that it was intended to resolve not only the 2017 action, but “any and all other claims whatsoever among these Parties in any way arising out of or related to the Claims and [21004 Old York Road].”

The Settlement Agreement, also, repeatedly references a subdivision and conveyance of 21004 Old York Road. Not only is 21004 Old York Road defined as the “Badders’ Acreage[,]” but the Settlement Agreement provides that Mr. and Mrs. Badders were to “prepare a subdivision plat . . . to obtain the subdivision of the . . . ‘Badders’ Acreage’[] from the surrounding acreage owned by Wheeler” and were to “obtain final approval of the [s]ubdivision [p]lat[.]” Furthermore, after “final approval” of the subdivision plat, Mr. and Mrs. Badders were to “prepare a metes and bounds description of the Badders’ Acreage and . . . a special warranty deed (“Deed”) from Wheeler conveying the Badders’ Acreage, in fee simple, to the Badders[.]” Ms. Wheeler and Mr. and Mrs. Badders agreed that “[t]he Deed shall provide that no consideration is being paid for the conveyance of the Badders’ Acreage.” Within ten days of final approval of the subdivision plat, the Badders were “to erect or construct on the Badders’ Acreage a fence, wall or other

physical barrier [] delineating the property boundary lines between the Badders’ Acreage and Wheeler Acreage.”

Ms. Wheeler asserts that nothing in the Settlement Agreement “states or even implies any obligation on [her] to sign anything” and that her “only explicitly stated obligation . . . under the Settlement Agreement [was] to dismiss her then pending case against the Badders and release them from all claims relating to [21004 Old York Road].” We do not agree. The Settlement Agreement contemplated not only a conveyance of 21004 Old York Road, but specified each of the essential terms of the conveyance, including the type of the conveyance agreed upon (“fee simple”), the price of the conveyance (“no consideration” shall be paid), the timing of the conveyance (the Badders’ attorneys shall be instructed to prepare the deed “within ten days after final approval of the subdivision plot”) and the agreed upon barrier identifying the conveyance (“a fence, wall, or other physical barrier [] delineating the property boundary lines between the Badders’ Acreage and Wheeler Acreage.”) *See Calomiris v. Woods*, 353 Md. 425, 441 (1999) (“[C]ourts should avoid interpreting contracts so as to nullify their express terms.”). While it did not include a specific provision regarding Ms. Wheeler’s execution of a deed, that does not alter the fact that viewing the contract as a whole, a reasonable person in the position of the parties to the Settlement Agreement would have understood that Ms. Wheeler was conveying 21004 Old York Road to Mr. and Mrs. Badders.

The contention that Ms. Wheeler agreed to do nothing more than dismiss the 2017 action is inconsistent with the Settlement Agreement language providing that it was intended to resolve “any and all other claims whatsoever among these Parties in any way

arising out of or related to the Claims and [21004 Old York Road].” The undisputed facts indicate that Mr. and Mrs. Badders had been residing at 21004 Old York Road for over forty years, had invested hundreds of thousands of dollars in the property, and that, as stated by Ms. Wheeler, had been given permission by Mr. Rosier “to build [a] dwelling on a portion of the subject property with the understanding that a lot of ground would be created and a formal survey performed to designate the property to be deeded to [Mr. and Mrs. Badders].” The contention that Ms. Wheeler’s mere dismissal of her complaint, without more, would have resolved “any and all other claims whatsoever” regarding the disputed ownership of 21004 Old York Road is both unsupported by the Settlement Agreement and unpersuasive based upon the record before us.⁴

The trial court was similarly unpersuaded by Ms. Wheeler’s position regarding her responsibilities under the Settlement Agreement:

[Counsel for Ms. Wheeler:] This Agreement had simple terms. The client was to pay my client an attorney a [sic] fee, she was to dismiss her counterclaim, she was to within 10 days upon execution of the Agreement have her surveyor prepare a subdivision plat, she was also to prepare a deed, and then within 10 days upon approval of the subdivision plat, she was to build a fence. The only obligation on my client was dismissal of her complaint, and that was it.

⁴ Nor is it consistent with the Settlement Agreement provision providing that the Badders were to begin to “erect or construct on the Badders’ Acreage a fence, wall, or other physical barrier [] delineating the property boundary lines between the Badders’ Acreage and the Wheeler Acreage” within ten days after final approval of the subdivision plat by Baltimore County, which, under the terms of the Settlement Agreement, may have been before a deed had been signed or even prepared. If there was no intention to convey the property to the Badders as Ms. Wheeler contends, Ms. Wheeler’s undisputed agreement to construction of a fence “delineating [] property boundary lines” is, at best, curious.

THE COURT: Because people go to the trouble of doing a deed and metes and bounds and building a fence and everything because, why?

In response to the court’s inquiry, Ms. Wheeler’s counsel responded only that “my client was to be presented with a proposal[,]” a position neither supported by the Settlement Agreement, nor advanced by Ms. Wheeler on appeal.

In sum, we hold that the circuit court correctly granted summary judgment in favor of the Badders.⁵ Based upon the language of the Settlement Agreement, a reasonable person would understand that Ms. Wheeler agreed to convey 21004 Old York Road to Mr. and Mrs. Badders.

**JUDGMENT OF THE CIRCUIT
COURT FOR BALTIMORE COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**

⁵ Ms. Wheeler also contends that “[u]njust enrichment and the implied obligation of good faith and fair dealing may not be used, as Appellees suggest, to ‘infer the term ‘execute the deed’ into the Settlement Agreement.” Because it is unclear whether the circuit court relied upon either doctrine, and because we affirm based upon the plain language of the Settlement Agreement, we need not address either contention herein.