

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of May, 2026, by and between Tryon Medical Partners PLLC (“Tryon”), party of the first part, and Mecklenburg County (“County”), party of the second part.

**WHEREAS**, on March 6, 2026 Tryon, through its attorneys, made demand on the County for \$232,350 for refund of overpayment of ad valorem taxes for years 2019-2024 for Business Personal Property Abstract numbers 8168936, 8168931, 8168934 and 8168937 (hereinafter “the Claims”). Tryon contends that it overpaid taxes by over reporting renovations made to its locations associated with the subject abstracts and that as a result, it is entitled to refunds pursuant to NCGS 105-381 (the “Dispute”); and

**WHEREAS**, the County has denied any liability and raised various affirmative defenses to the Claims; and

**WHEREAS**, in order to avoid protracted litigation, the parties have agreed to resolve the Claims upon the terms set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein and other consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Settlement Agreement do agree as follows:

1. Subject to approval by the Board of County Commissioners, the County will pay to Tryon the total sum of Sixty Thousand Dollars (\$60,000.00) within fifteen business days of Board approval in full and complete satisfaction of all claims of Tryon for tax refunds for the years 2019 through 2024, including but not limited to, the Claims alleged.
2. Tryon, for itself and its successors and assigns, does release, acquit and forever discharge Mecklenburg County and its employees, agents, servants, successors, heirs, executors, administrators, including but not limited to all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorney fees, and compensation whatsoever, which Tryon now has or had relating in any way to business personal property tax refunds for the years 2019 through 2024, including the Claims alleged.
3. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made is not to be construed as an admission of liability on the part of

any of the parties hereby released, and that the County denies liability therefore and intends merely to avoid litigation and buy peace.

4. Tryon further declares and represents that recovery of the Claims is uncertain and indefinite and in making this release it is understood and agreed that Tryon relies wholly upon its own judgment, belief and knowledge, and the release is made without reliance upon any statement or representation of the parties hereby released or their representatives.
5. The parties hereto further declare and represent that no promise, inducement, or agreement not herein expressed has been made, and that this Settlement Agreement contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not a mere recital.
6. Each party further agrees that it shall bear its own costs and attorneys fees incurring during the Dispute.
7. This Agreement constitutes the entire agreement between the parties hereto, and may not be amended, modified, supplemented, waived, discharged, or terminated except by a written document executed by all parties.
8. In the event the Board of County Commissioners does not approve this settlement, this Settlement Agreement will be null and void.
9. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. In no event shall this Settlement Agreement or the terms provided herein or the discussions leading up hereto be used as evidence in or otherwise referenced in any litigation between the parties.
10. This Settlement Agreement may be executed in multiple originals and in separate counterparts and delivered via scanned email attachment, each of which shall constitute an original and all of which shall constitute the entire agreement.

**IN WITNESS, WHEREOF**, the parties have executed this Settlement Agreement the day and year first above written.

TRYON MEDICAL PARTNERS PLLC

MECKLENBURG COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Bryant, County Manager