

MAR 20 2026

Complaint Against the Valuation of Real Property

HILLARY HAMILTON
AUDITOR

Answer all questions and type or print all information. Read instructions on back before completing form.

Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2

Original complaint Counter complaint
Notices will be sent only to those named below.

Name		Street address, City, State, Zip Code	
1. Owner of Property		MDC Endeavour 1, LLC, 16220 N. Scottsdale Rd., Ste. 650, Scottsdale, AZ 85254	
2. Complainant if not owner		Board of Education of the Springfield City Schools	
3. Complainant's agent		Rich & Gillis Law Group, LLC, 5747 Perimeter Dr., Ste 150, Dublin, OH 43017	
4. Telephone number and email address of contact person: (614) 228-5822; bor@richgillislawgroup.com			
5. Complainant's relationship to property if not owner: Section 5715.19, Ohio Revised Code			
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill		Address of property	
340-06-00005-321-017		1241 W. North St.	
7. Principal use of property: 452 Automotive service station			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C			
Parcel Number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
340-06-00005-321-017	5,460,000	970,690	4,489,310
9. The requested change in value is justified for the following reasons: Recent arm's length sale of subject property for \$5,460,000			

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale 12/18/24 and sale price \$5,460,000 and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date N/A and total cost \$ N/A

13. Do you intend to present the testimony or report of a professional appraiser? Yes No Unknown .

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction;
- A substantial improvement was added to the property;
- The property lost value due to a casualty;
- Property's occupancy changed by at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 3/11/2026 Complainant or agent (printed) KAROL FOX Title of Agent Attorney for Complainant

Complainant or agent (signature) Karl Fox
Sworn to and signed in my presence, this 11th day of March, 2026.

Notary Richelle Thoburn Ford



Richelle Thoburn Ford
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Attachment to DTE-100

Grantor's Name: Speedway LLC, a Delaware limited liability company (formerly known as Speedway SuperAmerica LLC)



202400016059 12/19/2024 08:25 AM
 Filed for Record in CLARK County, Ohio
 Nancy Pence, Recorder Rec Fees: \$86.00
 WARR OR Vol 2246 Pgs 2412 - 2417

Transferred
 Sale Price 5,400,000

4050 DEC 18 2024 JBR

WHEN RECORDED MAIL TO:
 Sutton Land of Texas LLC
 2615 Calder Avenue, Ste. 704
 Beaumont, Texas 77702
 Attn: Anthony Papa

SEND FUTURE TAX STATEMENTS
 To:
 7-Eleven, Inc.
 P.O. Box 711
 Dallas, Texas 75221-0711
 Attn: Ad Valorem Tax, Store
 #45501

Tax	Parcel	No.:
340060000321017		

HILLARY HAMILTON
 AUDITOR
APPROVED

Clark County Tax Map

DEC 18 2024

TSM
 Legal Description
 Survey Plat / Lotsplit
 Subdivision / Annexation

SPECIAL WARRANTY DEED

STATE OF OHIO §
 COUNTY OF CLARK § KNOW ALL MEN BY THESE PRESENTS:
 §

SPEEDWAY LLC, a Delaware limited liability company (formerly known as Speedway SuperAmerica LLC), with a principal address of 3200 Hackberry Road, Irving, Texas 75063 (“Grantor”), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY un to MDC Endeavour 1, LLC, a Delaware limited liability company, with a principal address of 11995 El Camino Real, San Diego, CA 92130 (“Grantee”), all of Grantor’s right, title and interest in and to (a) the tract or parcel of land in Clark County, Ohio, described in Exhibit A and each of the buildings and other structures which are located thereon, and (b) any land lying within any adjoining street or roadway, rights of way, easements, and other appurtenant property rights pertaining to the access and use of such land (collectively, the “Property”).

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all (i) current taxes and assessments not yet due and payable and taxes and assessments for subsequent years, (ii) plats, easements, restrictions, reservations and covenants and all other matters now of record, (iii) laws, regulations, legal requirements, ordinances and zoning restrictions affecting the Property, and (iv) matters that a current, accurate survey of the Property would show (hereinafter referred to collectively as the “Permitted Encumbrances”).

GRANTEE REPRESENTS, WARRANTS, ACKNOWLEDGES, AND AGREES THAT IT IS RELYING SOLELY ON ITS OWN INSPECTION AND EXAMINATION IN PURCHASING THE PROPERTY; AND GRANTEE IS PURCHASING THE PROPERTY ON AN “AS-IS” BASIS,

Special Warranty Deed
 Site No. 45501

SUTTON ALLIANCE LLC
 515 ROCKAWAY AVE
 VALLEY STREAM, NY 11581



WITH ALL FAULTS AND DEFECTS NOW KNOWN, HEREAFTER DISCOVERED BY GRANTEE, AND/OR WHICH REMAIN UNDISCOVERED. NEITHER GRANTOR NOR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE, EXPRESS OR IMPLIED, AS TO: (A) THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE, OR ANY PARTICULAR PURPOSE OR THE MERCHANTABILITY OR FITNESS THEREOF; (B) THE PROFITABILITY OF THE OPERATION OF THE PROPERTY OR THE INCOME TO BE DERIVED THEREFROM; (C) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (E) THE COMPLIANCE OF OR BY THE PROPERTY OR THE CURRENT OR INTENDED OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY AND OTHER ENVIRONMENTAL LAWS, RULES OR REGULATIONS AND ANY CLAIMS MADE OR OBLIGATIONS OR LIABILITIES IMPOSED PURSUANT THERETO, AS WELL AS ANY ZONING ORDINANCES, AND/OR APPLICABLE BUILDING, SAFETY, FIRE, AND/OR CODE REQUIREMENTS; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR, OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY, OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; (I) ANY OTHER MATTER WITH RESPECT TO THE CONDITION OF THE PROPERTY; (J) ANY TAX CONSEQUENCES, FAVORABLE OR OTHERWISE, RESULTING FROM GRANTEE'S ACQUISITION OR OPERATION OF THE PROPERTY AND/OR ANY PORTION THEREOF; (K) THE VALUE, NATURE, OR QUALITY OF THE PROPERTY; (L) THE WATER, STRUCTURAL INTEGRITY, SOIL, AND GEOLOGY OF THE PROPERTY; (M) ANY REPRESENTATIONS OF GRANTOR DEEMED MADE BY LAW; AND/OR (N) ANY OTHER MATTER WITH RESPECT TO, OR THAT MIGHT AFFECT, THE PROPERTY, OR THE VALUE, REPAIR, EXPENSE OF OPERATION, INCOME POTENTIAL, OR OTHER CONDITION OF THE PROPERTY, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY GRANTOR. GRANTEE HEREBY WAIVES AND RELEASES GRANTOR, GRANTOR'S OWNERS, SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY THE "GRANTOR PROTECTED PARTIES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, RESPONSIBILITY AND LIABILITY IN RESPECT THEREOF. WITHOUT LIMITATION OF THE PROVISIONS ABOVE, GRANTEE HEREBY WAIVES AND RELEASES GRANTOR AND THE OTHER GRANTOR PROTECTED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, AND/OR LIABILITIES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO ANY ENVIRONMENTAL MATTER OR CONDITION AT, IN, ON, UNDER, OR EMANATING FROM, THE PROPERTY. ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS MADE BY ANY GRANTOR PROTECTED PARTY MAY NOT BE RELIED UPON BY GRANTEE, AND DO NOT CONSTITUTE A PART OF THIS DEED. ANY INFORMATION PROVIDED BY, OR ON BEHALF OF, GRANTOR WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR

Special Warranty Deed
Site No. 45501



202400016059
BK 2246 PG 2414

COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY, AND HAS BEEN DULY REPRESENTED BY (or has had the opportunity, but declined to consult with) COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS DEED. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS MADE NO AGREEMENT TO ALTER, REPAIR, OR IMPROVE ANY PROPERTY, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE LEASE AGREEMENT TO BE EXECUTED BY GRANTOR AND GRANTEE IN CONNECTION WITH THE PROPERTY. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REDUCE OR LIMIT GRANTOR'S OBLIGATIONS AS THE TENANT UNDER SUCH LEASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFICATION OR OTHER OBLIGATION UNDER SECTIONS 5.3.1 AND 12 OF THE LEASE AGREEMENT. Grantee has made, or will make, such examination or inspection of the Property as Grantee deems sufficient to evaluate the environmental condition of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Special Warranty Deed
Site No. 45501



202400016059
BK 2246 PG 2415

IN WITNESS WHEREOF, Grantor has duly executed this deed this 13 day of Nov, 2024, to be made effective as of 11/22, 2024 ("Effective Date").

ATTEST

By: [Signature]
Name: Benjamin K. Nicholson
Title: Assistant Secretary

GRANTOR:
SPEEDWAY LLC, a Delaware limited liability company

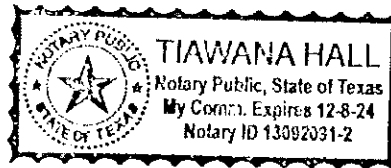
By: [Signature]
Name: Aaron Strahota
Title: Vice President and Treasurer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Aaron Strahota and Benjamin K. Nicholson, as Vice President & Treasurer, and Assistant Secretary, respectively, of Speedway LLC, personally known to me to be the persons whose names are subscribed to the foregoing instrument, that he/she/they being authorized to do so, executed the foregoing instrument as his/her/their voluntary act and deed, and as the voluntary act and deed of said corporation for the purposes therein contained.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 13 day of Nov, 2024.

[Signature]
Name of Notary: Tiawana Hall
Notary Public, State of Texas
My Commission Expires: 12.8.24



Special Warranty Deed
Site No. 45501

Grantor's Signature Page



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BK 2246 PG 2416

EXHIBIT A

Property Description

The Land is described as follows:

Situated in the State of Ohio, County of Clark, City of Springfield, being all of Lots 2744, 2745, 2746 and a portion of Lots 2747, 2748 and 2749, all lots shown and delineated upon the plat "P.P. Mast's Addition to the City" a subdivision of record in Plat Book 4, page 86 and being a portion of a 16.5 foot vacated alley and vacated West Columbia Street right-of-way (City of Springfield Ordinance No. 85-101, Section 7), also being described in a deed to Carl W. Young, of record in Deed Volume 886, Page 161, all references herein be to the records located in the Recorder's Office, Clark County, Ohio, and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the southerly right-of-way line of West North Street 66 feet in width (U.S. Route 40 west bound) with the easterly right-of-way line of North Isabella Street, 75 feet in width;

Thence South $84^{\circ} 40' 53$ East, along said southerly right-of-way line, a distance of 185.28 feet to a P.K. nail set at the intersection of said southerly right-of-way line with the westerly line of a 16.5 foot alley as shown and delineated on said plat;

Thence South $5^{\circ} 51' 49$ West, along said easterly line, a distance of 162.50 feet to a P.K. nail set at the terminus of said vacated alley;

Thence South $84^{\circ} 40' 53$ East, along said terminus, a distance of 8.25 feet to a P.K. nail set on the centerline of said vacated alley;

Thence South $5^{\circ} 51' 49$ West along said centerline, a distance of 99.35 feet to a P.K. nail set in the north right-of-way line of West Columbia Street (width varies);

Thence North $55^{\circ} 09' 00$ West, along said north right-of-way line, a distance of 84.88 feet to an iron pin set;

Thence North $51^{\circ} 59' 23$ West, continuing along said right-of-way line, a distance of 140.56 feet to an iron pin set at the Intersection of said right-of-way line with the easterly right-of-way line of North Isabella Street;

Thence North $5^{\circ} 45' 37$ East, along said easterly right-of-way line, a distance of 144.08 feet to the place of beginning and containing 0.878 acre of land.

Bearings herein are based on South $84^{\circ} 40' 53$ East for West North Street (U.S. Route 40) as shown on State of Ohio Right-of-Way Plan, CLA-40-(10.83-11.82).

Iron pins set consist of a 1" (O.D.) Iron pipe, 30" long with a plastic cap Inscribed M-E Eng/S-6872".

Special Warranty Deed
Site No. 45501

Exhibit A

314374776v.1



202400016059
BK 2246 PG 2417

Being that certain property conveyed to grantor pursuant to that certain Quitclaim Deed from Marathon Oil Company, an Ohio Corporation, dated December 15, 2010 and recorded on December 21, 2010 in OR Book 1920, Page 615, in the Office of the Recorder of Clark County, Ohio.

THIS INSTRUMENT WAS
PREPARED BY:

Tyler Stradling, Esq.
Seyfarth Shaw LLP
Two Seaport Lane, Ste. 1200
Boston, MA 02210-2028

Special Warranty Deed
Site No. 45501

Exhibit A

314374776v.1

COMMERCIAL PROPERTY RECORD CARD

CLARK COUNTY

Situs : 1241 W NORTH ST

Map ID: 340-06-00005-321-017

LUC: 452-AUTOMOTIVE SERVICE STATIOI

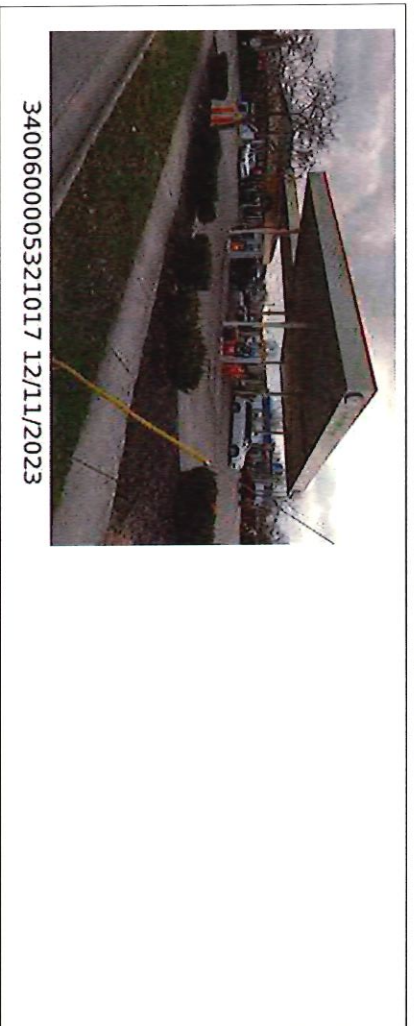
Card: 1 of 1

Tax Year: 2025

Printed: 03/25/26

CURRENT OWNER	GENERAL INFORMATION
MDC ENDEAVOUR 1 LLC	Routing No. 0005-02 486-00 Class C-Commercial Living Units Neighborhood 340C6000 Alternate Id District Zoning CAUV
Field Review Flag:	

Property Notes	Note Codes:
TY19NC-INTERIOR RENOVATIONS 100%	



Type	Rate	Size	Influence Factors	Infl %	Value
6-Primary Site	AC	609840	.8800 7-Corner / All	20	643,990
Total Acres: .88					Legal Acres: .88

Assessment Information					
	Assessed	Appraised	Cost	Income	Market
Land	225,400	643,990	643,990	0	0
Building	114,350	326,700	326,700	0	0
Total	339,750	970,690	970,690	0	0
Value Flag 1-COST APPROACH Manual Override Reason Base Date of Value Effective Date of Value					

Entrance Information				
Date	ID	Entry Code	Source	Status
03/15/25	STP	10-Adv	3-Other	Closed Permit
06/04/19	KAR	1-Entrance (Inspection)	4-Employee	
11/01/17	KAR	1-Entrance (Inspection)	1-Owner	
05/21/12	MJR	1-Entrance (Inspection)	3-Other	
01/26/06	GS			

Sales/Ownership History				
Date Issued	Number	Price	Purpose	Note
09/04/18	18-0671S	249,857	COM ALTER	

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantor
12/18/24	5,460,000	2-Land & Building	8-Not Validated	QC-Quit Claim Deed		SPEEDWAY SUPERAMERICA LLC
12/21/10						MARATHON OIL COMPANY

Property Factors	
Topo:	
Utilities:	
Street/Road:	
Traffic:	
Location:	3-Business Cluster
Spot Loc:	

Legal Description	
Parcel TieBack:	Addl. TieBack:
Range - Township - Section:	- - -
Legal Descriptions:	
MASTS ALL	
2744	

COMMERCIAL PROPERTY RECORD CARD

CLARK COUNTY

Situs : 1241 W NORTH ST

Parcel Id: 340-06-00005-321-017

LUC: 452-AUTOMOTIVE SERVICE STATIOI

Card: 1 of 1

Tax Year: 2025

Printed: 03/25/26

Building Information

Year Built/Eff Year 1999 / 2015
 Building # 1
 Structure Type 348-Convenience Fc
 Identical Units 1
 Total Units
 Grade B
 # Covered Parking
 # Uncovered Parking
 DBA SPEEDWAY

Building Other Features

Line Type	+/-	Meas1	Meas2 # Stp	IU	Line Type	+/-	Meas1	Meas2 # Stp	IU

Interior/Exterior Information

Line	Lvl	Fr	To	Area	Perim	Use Type	Wall Height	Ext Walls	Construction	Int Fin	Partitions	Heating	Cooling	Plumbing	Phy Fun	Phy Fun	%Comp	%Rent
1	01	01		3,421	233	038-Convenience	11	03-Concrete	2-Fire Resistant	100	2-Normal	2-Normal	1-Central	2-Normal	4	3		

Interior/Exterior Valuation Detail

Line	Area	Use Type	% Good	% Comp	Use Value/RCNLD
1	3,421	038-Convenience Store	92		313,880

Outbuilding Data

Line	Type	Yr Bld	Meas1	Meas2	Area Gr	Qty	ModCd	Phy Fun	Phy Fun	MA	%Comp	Value
1	C12-Conc Pave	1999			7,236	C	1	A	A			8,450
2	C11-Asph Pave	1999			10,000	C	1	F	F			4,370

COMMERCIAL PROPERTY RECORD CARD

CLARK COUNTY

Situs : 1241 W NORTH ST

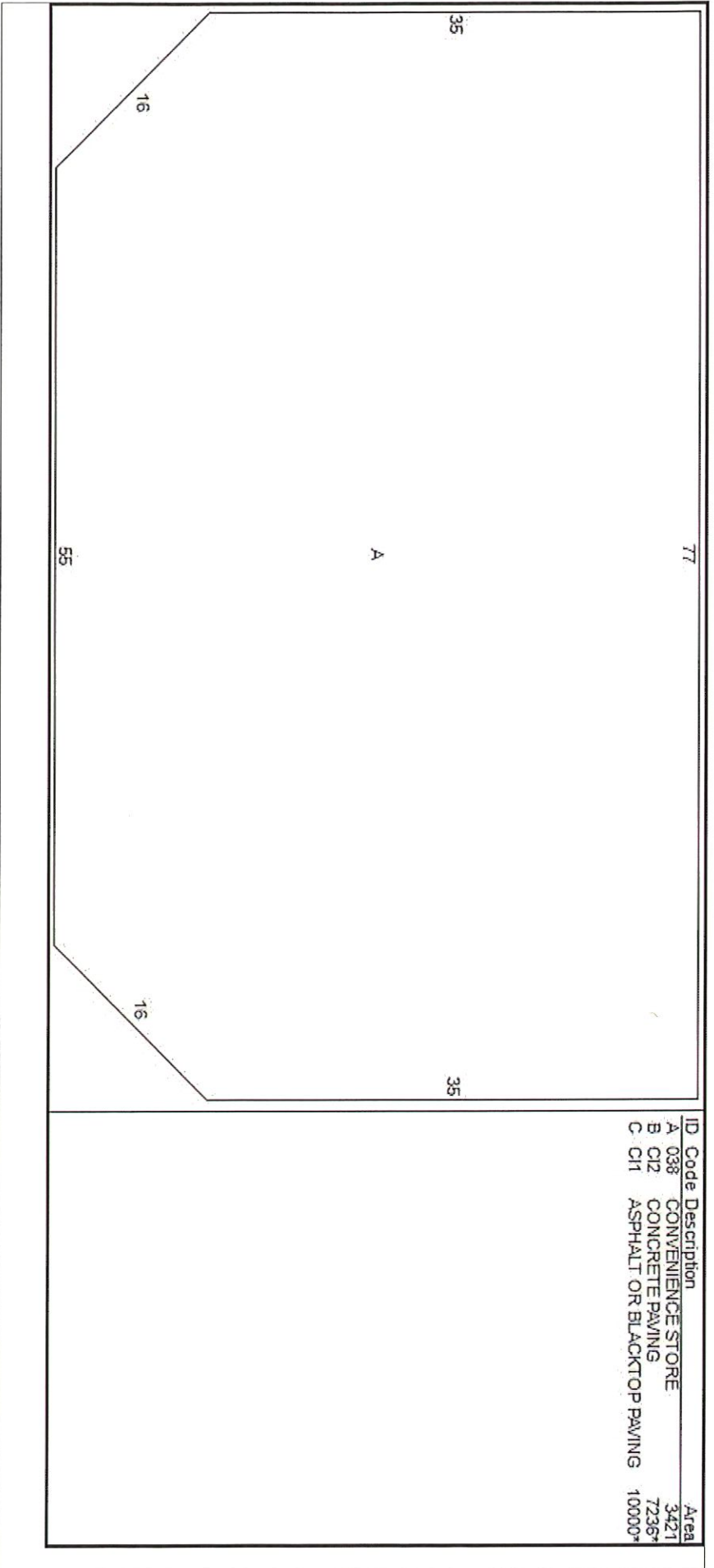
Parcel Id: 340-06-00005-321-017

LUC: 452-AUTOMOTIVE SERVICE STATION

Card: 1 of 1

Tax Year: 2025

Printed: 03/25/26



Additional Property Photos



3400600005321017 05/26/2017



3400600005321017 05/26/2017



3400600005321017 12/11/2023

COMMERCIAL PROPERTY RECORD CARD

CLARK COUNTY

Status : 1241 W NORTH ST

Parcel Id: 340-06-00005-321-017

LUC: 452-AUTOMOTIVE SERVICE STATIOI

Card: 1 of 1

Tax Year: 2025

Printed: 03/25/26

Income Detail (Includes all Buildings on Parcel)

Use Mod	Inc	Model	Units	Net Area	Income	Econ	Potential	Vac	Vac	Additional	Effective	Expense	Expense	Expense	Other	Total	Net
Grp Type	Mod	Description			Rate	Adjust	Gross	Model	Adj	Income	Gross	Model %	Adj %	Adj %	Expenses	Expenses	Operating
							Income				Income						Income
00	S	000	00-None	0	3,421	0.00				0							

Apartment Detail - Building 1 of 1

Line	Use Type	Per Bldg	Beds	Baths	Other	Units	Rent	Income
------	----------	----------	------	-------	-------	-------	------	--------

Building Cost Detail - Building 1 of 1

Total Gross Building Area	3,421
Replace, Cost New Less Depr	313,880
Percent Complete	100
Number of Identical Units	1
Economic Condition Factor	313,880
Final Building Value	1,0000
NBHD Fact	
Value per SF	91.75

Notes - Building 1 of 1

Income Summary (Includes all Building on Parcel)

Misc & Gross Building Values	
Misc Building No	Misc Adjusted Value
Gross Building:	
Total Gross Rent Area	3,421
Total Gross Building Area	3,421
Total Net Income	
Capitalization Rate	0.025900
Sub total	
Residual Land Value	
Final Income Value	