

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				0		
Corporate/Business Entity Name: Leavitt Land & Investment, Inc. successor by merger of Cedar Development Corporation						
(Include d.b.a., if applicable)						
Street Address:		176 West 725 South		Website:		
City, State and Zip Code:		Cedar City, UT 84721		POC Name:		
Telephone No:		(435) 865-3898		Email:		
Nevada Local Street Address:		N/A		Website:		
(If different from above)				Local Fax No:		
City, State and Zip Code:				Local POC Name:		
Local Telephone No:				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dane O. Leavitt	Executive Chairman	16.67%
Mark O. Leavitt	Vice President	16.67%
Michael O. Leavitt, Eric O. Leavitt, David O. Leavitt & Matthew O. Leavitt	Shareholders	16.67% each

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Alan Jones Digitally signed by Alan Jones Date: 2025.10.16 15:17:42 -06'00' Signature	Alan Jones Print Name
Secretary Title	10/16/2025 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Alan Jones Digitally signed by Alan Jones
Date: 2025.10.16 15:20:14 -06'00'

Signature

Alan Jones

Print Name

Authorized Department Representative

APN: 002-26-501-009, 004

RECORDING REQUESTED BY

AND RETURN TO:

Clark County Department of Real Property Management

Attn: Right of Way Agent

500 S Grand Central Pkwy, 4th Fl

Las Vegas, NV 89155-1825

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), dated this ____ day of _____, 2025, is made by Cedar Development Corp ("Owner") now known as Leavitt Land & Investment, Inc. as a result of merger, and Clark County a political subdivision of the State of Nevada, by and through its Desert Conservation Program ("County" or "Easement Holder"). The Owner and Easement Holder may be jointly referred to as the "Parties."

RECITALS

- A. Cedar Development Corp is the sole owner in fee simple of +/- 21.39 acres of real property in Clark County, Nevada identified as a portion of Assessor's Parcel Number ("APN") 002-26-501-009, 004, as depicted on Exhibit A ("Property"). The Owner hereby grants an Easement to County to use the Property for conservation purposes ("Easement Area")
- B. Clark County is a political subdivision of the State of Nevada and is authorized to hold a perpetual conservation easement for the conservation and protection of natural resources and values of real property in accordance with Nevada Revised Statutes ("NRS") 111.390 through 111.440 ("Nevada Uniform Conservation Easement Act").
- C. Clark County is one of the permittees of a Section 10 incidental take permit issued by the United States Fish and Wildlife Service pursuant to the federal Endangered Species Act. Clark County is the lead agency and manages regional compliance with the Endangered Species Act by implementing the terms of the permit and its associated Multiple Species Habitat Conservation Plan ("MSHCP"). One of the terms of the permit requires the acquisition of riparian property along the Muddy and Virgin Rivers to provide habitat for several rare and/or listed birds.
- D. The Easement Area constitutes a valuable element of the Virgin River watershed and associated ecosystem. The Easement Area is adjacent to the Virgin River and the associated riparian area

lies within designated United State Fish and Wildlife Service (USFWS) Critical Habitat. The Easement Area provides important habitat and habitat potential for wildlife. Maintenance of this habitat would support wildlife populations indigenous to this area of Nevada including the federally endangered southwestern willow flycatcher and the federally threatened yellow-billed cuckoo, two species included in the MSHCP.

- E. The Easement Area is adjacent to Bureau of Land Management public lands. The protection of the Easement Area would contribute to the ecological viability of these public lands by ensuring the continuity of natural habitat between public and private lands.
- F. The Parties have the common purpose of protecting the Easement Area in perpetuity by restricting the uses of the Easement Area and continuing only those uses that do not adversely impact the natural values and resources of the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the Nevada Uniform Conservation Easement Act and other applicable provisions of Nevada law, Owner hereby grants and conveys to County a permanent, perpetual Easement over the Easement Area for the purpose of protecting its natural values and resources, and the Parties agree to the following terms and conditions:

- 1. Owner covenants and agrees to authorize the use of the Easement Area for only those activities which do not impair the conservation, protection, restoration, and enhancement of the habitat on the Easement Area for the purpose of supporting the MSHCP covered species and other flora and fauna indigenous to the Easement Area.
- 2. Owner agrees to not develop the Easement Area or utilize it for vehicular ingress or egress.
- 3. County covenants and agrees to use the Easement Area to retain and protect the natural values and resources of the Easement Area which may include the following activities:
 - Monitoring flora and fauna species;
 - Population enhancement of native species;
 - Fire suppression;
 - Surface disturbances that enhance the quality of wildlife habitat or watershed protection;
 - Permitted or otherwise controlled maintenance of utilities and ancillary structures;
 - Non-manipulative and non-intrusive biological or geological research.
- 4. This Easement shall run with the land and encumber the title to the Easement Area in perpetuity. The Easement shall bind the Owner and all future owners, their successors and assigns. Owner represents and warrants there are no tenants, lessees, or licensees claiming rights to the Easement Area under Owner. All subsequent owners of the Property are bound by all provisions of this Easement to the same extent as Owner.

5. Pursuant to the terms of the Nevada Uniform Conservation Easement Act, the Easement Area conserved by this Easement is declared to be relatively natural habitat and open space and may not be converted or directed to any uses other than those provided in this Easement.
6. To protect the natural values of the Easement Area and uphold the conservation purposes of this Easement, Owner conveys to County in perpetuity, the following:
 - a. Right of access across Owner's adjacent land on an existing unimproved road to the Easement Area at all times for itself and its successors, assigns, agents, invitees and licensees. Owner believes there is a prescriptive easement for use of the existing road across land owned by third parties.
 - b. Right to identify, conserve, and protect the natural values of the Easement Area and advance the conservation purposes of the Easement.
 - c. Right to prevent any use of the Easement Area by Owner, its successors and assigns which County reasonably and in good faith believes will violate, potentially violate, or is inconsistent with the natural values of the Easement.
 - d. Right to prevent any use of the Easement Area by any other member of the public, including but not limited to Owner's invitees, trespassers, domesticated animals, or farm animals that cross over into the Easement Area.
 - e. Right, but not the obligation, to maintain and repair the existing fence generally along the boundary of the Easement Area.
7. Mutual Consideration. Owner agrees to irrevocably and unconditionally convey to County a real property interest in the Easement Area. In exchange, County agrees to undertake the perpetual obligation to protect the natural values and resources of the Easement Area and to implement and enforce the provisions of the Easement.
8. Notices. Any notices or other communications related to this Easement shall be in writing and shall be deemed to have been made or given only as follows: (a) when hand delivered; (b) one business day after delivery to a nationally-recognized overnight courier service for next business day delivery; or (c) three business days after certified mailing via United States Mail with return receipt requested, in all cases addressed to the Parties at their respective addresses as follows:

To Grantor: Leavitt Land & Investment, Inc.
P.O Box 1027
Cedar City, Utah 84721-1027

To Grantee: Clark County Real Property Management
Attn: Director

500 S Grand Central Pkwy, 4th Floor
Las Vegas, NV 89155-1825

With Copy to: Clark County Department of Environment and Sustainability
Attn: MSHCP Plan Administrator
4701 West Russell Rd., Suite 200
Las Vegas, Nevada 89018

9. Breach, Restoration, Maintenance and Remedies

- a. Right to Restoration. The County shall have the right to enforce the restoration of the Easement Area that are adversely impacted by Owner's activities that are materially inconsistent with the natural values of the Easement. Such restoration shall be as near as reasonably possible to the condition of the Easement Area that existed prior to such injury.
- b. Right to Recover Damages. In the event Owner violates the terms of this Easement, in addition to the other remedies provided for in this Easement and any other remedies available in law or equity, County shall also be entitled to recover all damages necessary to place County in the same position that it would have been before the violation, including, but not limited to, the costs of restoration of the Easement Area.
- c. Maintenance. Owner shall not be obligated to repair or maintain the existing fence along the boundary of the Easement Area.

10. Miscellaneous

- a. No Public Right or Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any part of the Easement Area to the public.
- b. Prohibited Uses. To the extent allowed by law, the County may prohibit any activity on or use of the Easement Area inconsistent or incompatible with the purposes of this Easement. Including but not limited to the following:
 - (a) All motorized vehicle activity;
 - (b) All military maneuvers, clearing for agriculture, landfills, and any other surface disturbance that diminishes the capacity of the land to support the southwestern willow flycatcher and yellow-billed cuckoo, and other native flora and fauna;
 - (c) Grazing ;
 - (d) Commercial flora harvest and fauna collection;

- (e) Non-commercial vegetation harvest;
- (f) Non-commercial collection of biological specimens;
- (g) Dumping, refuse disposal, littering and use of herbicides or biocides;
- (h) Depositing of captive or displaced other animals, except pursuant to translocation projects authorized by the USFWS;
- (i) Uncontrolled dogs out of vehicles;
- (j) Discharge of firearms;
- (k) Hunting or trapping;
- (l) Planting, introduction of or any non-indigenous vegetation, flora or fauna.
- (m) Any pedestrian activity including walking, biking, hiking or any other activity that would impact the Easement Area.

Notwithstanding, County acknowledges that Owner may construct a pond outside of the Easement Area, and the natural drainage flows of such may encroach into the Easement Area or otherwise impact the existing flora, fauna and landscape patterns of the Easement Area. County does not object to these natural drainage flows so long as they do not materially and adversely impact the natural values of the Easement Area.

- c. Severability. If any provision of this Easement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Easement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- d. No Waiver. No failure or delay of either Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provisions hereof.
- e. Construction and Governing Law. This Easement shall be enforced, governed by, and construed in accordance with the laws of the State of Nevada.
- f. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.
- g. The Parties to this Easement, and each of them, acknowledge that: a) this Easement and its reduction in final written form are a result of good faith negotiations between the Parties to

this Easement through their respective attorneys; b) the Parties to this Easement and their attorneys have reviewed and examined this Easement before execution by said Parties or any of them; and c) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Easement.

- h. Entire Agreement. This Easement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreement and negotiations, which shall not, in part or whole, be deemed to have merged into this Easement.
- i. Exhibits. Each exhibit referred to herein and attached hereto is an integral part of this Easement and is incorporated herein by this reference.
- j. Amendment. This Easement may be amended from time to time only by a written document between the County and Owner or its successor-in-interest recorded in the Official Records of the Clark County Recorder.
- k. Perpetual. This Easement declared herein is appurtenant and shall run with the Easement Area and shall continue perpetually without limitation, defeat, diminutions, discharge, lapse of time or change of ownership.
- l. Binding. This Easement shall be binding upon and inure to the benefit of the County, its successors and assigns.
- m. Indemnification. County shall be responsible for damage caused by County's negligence, subject to all applicable laws, including but not limited to NRS 41. Owner and its successor-in-interest shall indemnify for any claims, liability etc arising from use of the Property or Easement Area by Owner or its successor-in-interest. .
- n. Effective Date. This Easement shall be effective when signed by both Parties.

[SIGNATURE PAGE TO FOLLOW]

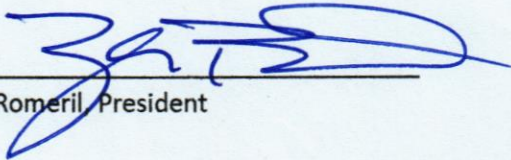
IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement effective as of the day and year first above written

GRANTOR:

CEDAR DEVELOPMENT CORP, now known as
Leavitt Land & Investment Inc, as a result of a
merger

By: _____

Tyler Romeril, President



GRANTEE:

COUNTY OF CLARK, a political
subdivision of the State of Nevada

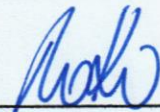
By: _____

Shauna Bradley, Acting Director of Real
Property Management

APPROVED AS TO FORM:

By: _____

Nichole Kazimirovich, Deputy District
Attorney



[Notary page follows]

STATE OF NEVADA) COUNTY OF CLARK}

This instrument was acknowledged before me on _____, 20__ by Shauna Bradley as Director of Real Property Management Department of County of Clark, Nevada.

Signature of Notarial Officer

Notary Seal area →

STATE OF UTAH)

COUNTY OF IRON}

This instrument was acknowledged before me on 21 August, 2025 by Tyler Romeril, in his capacity as president of Leavitt Land & Investment, Inc., successor by merger of Cedar Development Corporation

Deborah Martineau
Signature of Notarial Officer



Notary Seal area →

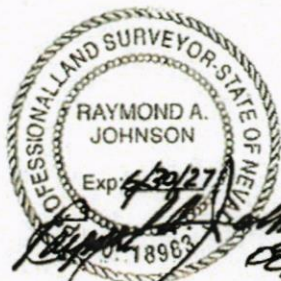
EXHIBIT "A"

Page 1 of 5



2727 SOUTH RAINBOW BOULEVARD * LAS VEGAS, NEVADA 89146-5148
PHONE 702-873-7550 * FAX 702-362-2597

W.O. 8451
August 5, 2025
BY: KAC
P.R. BY: TJ
PAGE 1 OF 3
APN 002-26-501-009 AND 004



EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHEASTERLY OF I-15 INTERSTATE AND LOWER FLAT TOP DRIVE FOR CONSERVATION EASEMENT PURPOSES.

**LEGAL DESCRIPTION
CONSERVATION EASEMENT**

BEING A PORTION OF THAT PARCEL OF LAND LABELED AS "SUBJECT PROPERTY" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 197 OF SURVEYS, AT PAGE 47 LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 70 EAST, M.D.M., CITY OF MESQUITE, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2.5" U.S.G.L.O BRASS CAP TR37 AP2 1934; THENCE SOUTH 00°49'41" EAST, 1,637.93 FEET TO THE NORTHWEST CORNER OF THAT AFOREMENTIONED PARCEL OF LAND LABELED "SUBJECT PARCEL" BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°52'22" EAST ALONG THE NORTHERLY BOUNDARY OF SAID "SUBJECT PROPERTY", 1343.82 FEET TO THE EASTERLY BOUNDARY OF SAID "SUBJECT PROPERTY"; THENCE SOUTH 00°43'15" EAST ALONG SAID EASTERLY BOUNDARY, 248.97 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG A FENCE LINE THROUGH THE FOLLOWING SIX COURSES; THENCE SOUTH 47°32'40" WEST, 453.78 FEET; THENCE SOUTH 56°09'24" WEST, 178.06 FEET; THENCE SOUTH 75°44'10" WEST, 146.01 FEET; THENCE SOUTH 57°19'11" WEST, 403.14 FEET; THENCE NORTH 89°16'13" WEST, 306.25 FEET;

EXHIBIT "A"

Page 2 of 5

LEGAL DESCRIPTION CONTINUED – CONSERVATION EASEMENT

W.O. 8451
August 5, 2025
PAGE 2 OF 3
APN 002-26-501-009 and 004

THENCE SOUTH 44°03'20" WEST, 90.93 FEET TO THE WESTERLY BOUNDARY OF SAID "SUBJECT PROPERTY"; THENCE NORTH 00°49'41" WEST DEPARTING SAID FENCE LINE AND ALONG SAID WESTERLY BOUNDARY, 966.64 FEET TO THE **POINT OF BEGINNING**, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 21.39 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS

END OF DESCRIPTION.

BASIS OF BEARING

NORTH 89°07'16" EAST – BEING THE BEARING OF A LINE BETWEEN A FOUND 2.5" U.S.G.L.O. BRASS CAP TR37 AP2 1934 AND A FOUND 4" ALUMINUM CAP CLARK COUNTY 1977 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 197, OF SURVEYS PAGE 47 LOCATED WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 70 EAST, M.D.M., CITY OF MESQUITE, CLARK COUNTY, NEVADA.

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EXHIBIT "A"
Page 3 of 5

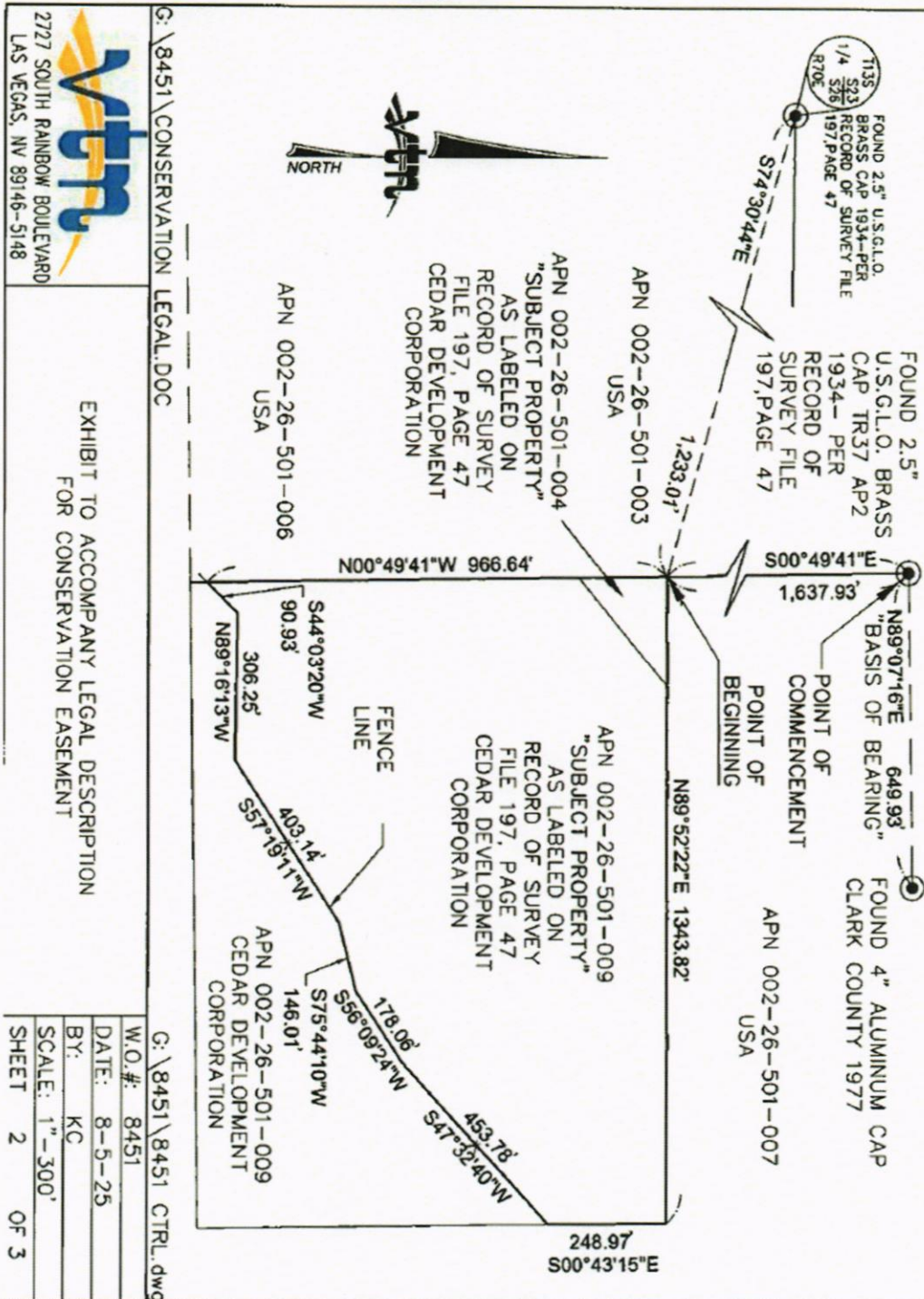


EXHIBIT "A"

Page 4 of 5

5/29/25, 2:26 PM

Parcel Map Check Report

Parcel Map Check Report

Client:
Prepared by:
VTN OF NEVADA
2727 S. RAINBOW BLVD.

Date: 5/29/2025 2:25:40 PM

Parcel Name: Site 1 - ???1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 26,989,149.4401'

East: 1,080,398.7030'

Segment# 1: Line

Course: N89°52'22"E

Length: 1,343.82'

North: 26,989,152.4240'

East: 1,081,742.5197'

Segment# 2: Line

Course: S0°43'15"E

Length: 248.97'

North: 26,988,903.4737'

East: 1,081,745.6519'

Segment# 3: Line

Course: S47°32'40"W

Length: 453.78'

North: 26,988,597.1640'

East: 1,081,410.8525'

Segment# 4: Line

Course: S56°09'24"W

Length: 178.06'

North: 26,988,497.9981'

East: 1,081,262.9623'

Segment# 5: Line

Course: S75°44'10"W

Length: 146.01'

North: 26,988,462.0230'

East: 1,081,121.4536'

Segment# 6: Line

Course: S57°19'11"W

Length: 403.14'

North: 26,988,244.3473'

East: 1,080,782.1320'

Segment# 7: Line

Course: N89°16'13"W

Length: 306.25'

North: 26,988,248.2476'

East: 1,080,475.9069'

Segment# 8: Line

Course: S44°03'20"W

Length: 90.93'

North: 26,988,182.8993'

East: 1,080,412.6782'

file:///C:/Users/kevinc/AppData/Local/Temp/civilreport.html

1/2