

**CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT TO  
AGREEMENT FOR DESOTO COUNTY SURVEYING SERVICES**

**THIS CONSENT TO ASSIGNMENT OF, AND FIRST AMENDMENT**, is made part of the original Agreement between the parties dated May 5, 2025 (the “Agreement”), and is by and among DESOTO COUNTY, a political subdivision of the State of Florida, 201 East Oak Street, Arcadia, Florida 34266, hereinafter referred to as the “COUNTY,” HYATT SURVEY SERVICES, INC., 2012 Lena Road, Bradenton, Florida 34211, hereinafter referred to as “HYATT”, and Surveying and Mapping, LLC., 4801 Southeast Parkway, Building Two, Suite 100, Austin Texas 78735, FEIN: 74-2704974, hereinafter referred to as the “SURVEYING AND MAPPING”, for the purposes of memorializing the consent of COUNTY to the assignment by HYATT to SURVEYING AND MAPPING of all of HYATT’s right, title and interest in and to, and the assumption by SURVEYING AND MAPPING from HYATT of all obligations of HYATT under the Agreement (“Assignment”), and to amend the Agreement. Terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, the COUNTY entered into an Agreement for Continuing Survey Services with HYATT through a competitive bid process on May 5<sup>th</sup>, 2025; and

**WHEREAS**, pursuant to Section XI of said Agreement, neither the Agreement nor any interest or claims hereunder may be assigned or transferred by HYATT to any party or parties, except with the written consent of the COUNTY; and

**WHEREAS**, effective December 15th, 2025, HYATT has been sold, and transferred all of its operations and assets to SURVEYING AND MAPPING, and, in connection therewith, has proposed to assign the Agreement to SURVEYING AND MAPPING, subject to COUNTY’s consent; and

**WHEREAS**, HYATT will cease to be a party to the Agreement and SURVEYING AND MAPPING will become a party to the Agreement, on the same terms and conditions prior to the Assignment, except as amended herein. COUNTY will not experience any change in the Services provided as a result of the Assignment; and

**WHEREAS**, HYATT, SURVEYING AND MAPPING, and COUNTY desire to make and memorialize certain amendments to the Agreement in connection with its assignment to SURVEYING AND MAPPING as “CONSULTANT” thereunder:

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. **CONSENT**. COUNTY hereby consents to the Assignment by HYATT of all of its right, title and interest in and to the Agreement and the assumption by SURVEYING AND MAPPING of all of the obligations of HYATT under the Agreement arising from and after the date hereof.

2. **PAYMENT.** All monies due under the Agreement with respect to Services performed prior and after this Consent to Assignment shall be paid to SURVEYING AND MAPPING, to the following address and persons:

Surveying and Mapping, LLC  
 c/o: Jacqueline O’Sullivan  
 2012 Lena Road  
 Bradenton, FL 34211

3. **NOTICE.** For purposes of Notices under the Agreement as set forth in Section XVII of the Agreement, notice to the CONSULTANT shall be as follows:

<b>If to the CONSULTANT:</b>	Surveying and Mapping, LLC c/o: Jacqueline O’Sullivan 2012 Lena Road Bradenton, FL 34211 Jacqueline O’Sullivan@sam.biz	
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4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated May 5, 2025, shall remain in full force and effect.

5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this Assignment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement, or provision contained in any other document or attachment.

**IN WITNESS WHEREOF,** the parties hereto have, though their duly authorized representatives, approved and executed this Amendment as of the date set forth below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
 OF DESOTO COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
 MANDY HINES  
 COUNTY ADMINISTRATOR

BY: \_\_\_\_\_  
 STEVE HICKOX  
 CHAIRMAN

DATE APPROVED: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
VALERIE VICENTE  
COUNTY ATTORNEY

WITNESS:

**HYATT SURVEY SERVICES, INC**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

PRINT NAME:  
\_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS:

**SURVEYING AND MAPPING, LLC**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

PRINT NAME:  
\_\_\_\_\_

DATE: \_\_\_\_\_