

***HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday
March 12, 2020
8:00 A.M.***

***Metro Development Group
2502 N. Rocky Point Dr., Suite 1050
Tampa FL***

Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval or adoption.

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Patricia Thibault	DPFG Straley Robin Vericker
District Attorney	John Vericker	Stantec Consulting Services, Inc.
District Engineer	Tonja Stewart	

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District: **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Thursday, March 12, 2020

Time: 8:00 AM

Location: Metro Development Group, 2502
North Rocky Point Drive, Suite 1050,
Tampa, Florida

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Business Matters

- A. Consideration & Adoption of **Resolution 2020-01**, Approving Amendment 1 Exhibit 1
- B. Consideration of Brightview Replacement Oaks Proposal - \$10,500.00 Exhibit 2

III. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

IV. Supervisors Requests

V. Adjournment

EXHIBIT 1

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") APPROVING THE FIRST AMENDMENT TO FOURTH SUPPLEMENTAL TRUST INDENTURE BETWEEN THE DISTRICT AND U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE (THE "AMENDMENT"), RELATING TO THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2019A-1 (ASSESSMENT AREA THREE) (THE "SERIES 2019A-1 BONDS"); AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN AND THE SECRETARY OR ASSISTANT SECRETARY TO EXECUTE AND DELIVER THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors of Hidden Creek Community Development District (the "Board" and the "District," respectively) has previously issued, sold and delivered its Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds") under and pursuant to a Master Trust Indenture, dated as of December 1, 2016 (the "Master Indenture") from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of March 1, 2019 (the "Fourth Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee; and

WHEREAS, pursuant to Section 1102 of the Master Indenture, 100% of the Owners of the Outstanding Series 2019A-1 Bonds issued under the Indenture have expressed their willingness to consent to certain amendments to the Fourth Supplemental Indenture by a First Amendment to Fourth Supplemental Trust Indenture, dated as of March 1, 2020 (the "Amendment"), between the District and the Trustee, the form of which is attached hereto as Exhibit A; and

WHEREAS, when 100% of the Owners consent to the Amendment, such consent shall constitute direction for the Trustee to join in the execution and delivery of the Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

SECTION 2. Approval of Amendment. The Amendment is hereby approved in substantially the form attached as Exhibit A hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver said amendment on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 4. Effective Date of Resolution. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 12th day of March, 2020.

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

By: _____
Chairman/Vice Chairman,
Board of Supervisors

Attest:

Secretary/Assistant Secretary

EXHIBIT A

**FORM OF FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

(Attached hereto)

**FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

Between

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of March 1, 2020

Relating to

**\$4,310,000 Hidden Creek Community Development District
Capital Improvement Revenue Bonds, Series 2019A-1
(Assessment Area Three)**

**FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

THIS FIRST AMENDMENT TO FOURTH SUPPLEMENTAL TRUST INDENTURE (the "Amendment") is dated as of March 1, 2020, by and between **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida (together with its permitted successors and assigns, the "Trustee"), and consented to by the 100% Owners (hereinafter defined) of the Outstanding principal amount of the Series 2019A-2 Bonds (hereinafter defined).

WITNESSETH:

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), and Ordinance No. 13-21, enacted by the Board of County Commissioners of Hillsborough County, Florida on July 23, 2013, effective July 25, 2013, as amended by Ordinance No. 14-24, enacted by the Board of County Commissioners of Hillsborough County, Florida on August 12, 2014, effective August 13, 2014, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has previously determined to undertake, in one or more phases, the acquisition and construction of certain public infrastructure pursuant to the Act (the "Capital Improvement Program") for the special benefit of the District; and

WHEREAS, pursuant to the terms and provisions of that certain Master Trust Indenture by and between the District and the Trustee, dated as of December 1, 2016 (the "Master Indenture"), the District proposed to finance the cost of acquisition and/or construction of the Capital Improvement Program by the issuance of one or more Series of Bonds; and

WHEREAS, the District previously issued its \$4,310,000 Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds") pursuant to the Master Indenture and that certain Fourth Supplemental Trust Indenture by and between the District and the Trustee, dated as of March 1, 2019 (the "Fourth

Supplemental Indenture" and, together with the Master Indenture, the "Indenture"); and

WHEREAS, the Fourth Supplemental Indenture established a Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account for the purpose of paying Costs of the Townhome Lots Project; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, amounts on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account are to be held therein until the Trustee shall have received from an Authorized Officer a written certificate on or prior to March 1, 2020, stating that the District has received a certificate of the Consulting Engineer certifying that (1) all permits necessary for the development of the Townhome Lots, as further described in the Limited Offering Memorandum, have been received and (2) school concurrency approval, as further described in the Limited Offering Memorandum, has been received; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, if the Trustee has not received a certificate as described above by March 1, 2020, the Trustee is directed to transfer the moneys on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account to the Series 2019A-1 Area Three Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, the District has not yet received the items required to be able to provide the certificate as described above on or prior to March 1, 2020, and is seeking to extend such date to allow for receipt of such items rather than applying such moneys to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, under Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to, with the approval of Owners of more than 50% of the aggregate principal amount of any Series of Bonds Outstanding at any time (the "Majority Owners"), enter into supplemental indentures that amend certain terms of any Supplemental Indenture securing such Series of Bonds; and

WHEREAS, although the Master Indenture only requires approval of the Majority Owners, the District and the Trustee are seeking the approval of 100% of the Owners of the Outstanding Series 2019A-1 Bonds (the "100% Owners") of the amendments to the Fourth Supplemental Indenture as set forth in this Amendment; and

WHEREAS, by virtue of the execution of the consent to this Amendment by the 100% Owners of the Outstanding Series 2019A-1 Bonds, the 100% Owners will have consented to the amendment of the Fourth Supplemental Indenture as

contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

WHEREAS, except as specifically set forth herein, the Fourth Supplemental Indenture is not amended or modified; and

WHEREAS, the District and the Trustee now desire to amend, and the 100% Owners approve as of the effective date hereof and consent to such amendment of the Fourth Supplemental Indenture in the manner hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. Any capitalized term used in this Amendment and not otherwise defined in the recitals set forth above or otherwise herein shall have the meaning ascribed to such term in the Indenture.

Section 2. Application. This Amendment shall amend certain provisions of the Fourth Supplemental Indenture without the necessity of restating such instrument.

Section 3. Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the Majority Owners to approve and consent to the amendments herein contemplated.

Section 4. Amendment. Section 403(b) is hereby amended to replace all references to "March 1, 2020" with "December 1, 2020." All other provisions of Section 403(b) shall remain unaffected and in full force and effect.

Section 5. Applicability of Unamended Provisions of Fourth Supplemental Indenture. Except as expressly amended as stated above, all provisions of the Fourth Supplemental Indenture shall remain unaffected and in full force and effect and are hereby ratified and confirmed.

Section 6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the 100% Owners of the Series 2019A-1 Bonds and their respective successors and assigns.

Section 8. Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 9. Indemnification. The District hereby agrees to indemnify and hold harmless the Trustee in connection with any claims, liabilities, expenses, damages, or other amounts and attorneys' fees arising from or asserted against the Trustee, as a result of the instructions and directions contained herein.

Section 10. Effective Date. This Amendment shall become effective upon (i) the execution by the District and the Trustee of this Amendment and the receipt by the Trustee of the written consent (in substantially the form attached hereto as Exhibit A) approving this Amendment signed by the 100% Owners of the Series 2019A-1 Bonds Outstanding as required by Section 1102 of the Master Indenture and this Amendment and (ii) receipt of an opinion of Bond Counsel to the Trustee and the District to the effect that the Series 2019A-1 Bonds are tax exempt obligations and that the Amendment is permitted and authorized under the Indenture.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the District and the Trustee have caused this First Amendment to Fourth Supplemental Trust Indenture to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

DISTRICT:

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

TRUSTEE:

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A
FORM OF CONSENT OF BONDHOLDER
(Attached Hereto)

CONSENT OF BONDHOLDER

\$4,310,000 Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds")

THIS CONSENT OF BONDHOLDER (this "Bondholder Consent") is being given by the undersigned (the "Bondholder") of the amount of the Series 2019A-1 Bonds set forth below issued pursuant to a Master Trust Indenture dated as of December 1, 2016 (the "Master Indenture"), between Hidden Creek Community Development District (the "District") and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of March 1, 2019 (the "Fourth Supplemental Indenture" and together with the Master Indenture, the "Indenture") between the District and the Trustee. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bondholder acknowledges and consents as follows:

1. The Bondholder acknowledges that the Series 2019A-1 Bonds are issued pursuant to and secured by the Indenture.

2. The Bondholder hereby consents to the amendments to the Fourth Supplemental Indenture in accordance with the form of the First Amendment to Fourth Supplemental Trust Indenture attached hereto as Exhibit A (the "Amendment").

3. The Bondholder acknowledges that in order to execute the Amendment, the written consent of the holders of 100% in aggregate principal amount of the Series 2019A-1 Bonds Outstanding is required.

4. The Bondholder acknowledges and agrees that (i) it has the full power and authority to execute and deliver this Bondholder Consent, (ii) it has reviewed the Amendment and understands the information contained therein and the amendments to the Indenture contemplated by the Amendment, (iii) it has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks attendant to the prospective effect of this Bondholder Consent, (iv) it has had the opportunity to ask questions and to obtain such information from the District as it has determined to be necessary to enable it to evaluate such merits and risks, and (v) it has independently determined that making such acknowledgments and consenting to such matters as described herein will not adversely affect its interests.

5. The Bondholder acknowledges that the Trustee will rely upon this Bondholder Consent in executing the Amendment and taking the actions contemplated in the Amendment.

[SIGNATURE PAGE TO CONSENT OF BONDHOLDER]

DATED as of this 6th day of March, 2020.

BONDHOLDER NAME: Preston Hollow Capital

PRINCIPAL AMOUNT OWNED: \$1,000,000

SERIES: 2019A-1

CUSIP: 429 51C AM6

By: 
Name: Ramiro Albarran
Title: Managing Director

EXHIBIT A
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FOURTH SUPPLEMENTAL TRUST INDENTURE

(Attached hereto)

**FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

Between

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of March 1, 2020

Relating to

**\$4,310,000 Hidden Creek Community Development District
Capital Improvement Revenue Bonds, Series 2019A-1
(Assessment Area Three)**

**FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

THIS FIRST AMENDMENT TO FOURTH SUPPLEMENTAL TRUST INDENTURE (the "Amendment") is dated as of March 1, 2020, by and between **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida (together with its permitted successors and assigns, the "Trustee"), and consented to by the 100% Owners (hereinafter defined) of the Outstanding principal amount of the Series 2019A-2 Bonds (hereinafter defined).

WITNESSETH:

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), and Ordinance No. 13-21, enacted by the Board of County Commissioners of Hillsborough County, Florida on July 23, 2013, effective July 25, 2013, as amended by Ordinance No. 14-24, enacted by the Board of County Commissioners of Hillsborough County, Florida on August 12, 2014, effective August 13, 2014, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has previously determined to undertake, in one or more phases, the acquisition and construction of certain public infrastructure pursuant to the Act (the "Capital Improvement Program") for the special benefit of the District; and

WHEREAS, pursuant to the terms and provisions of that certain Master Trust Indenture by and between the District and the Trustee, dated as of December 1, 2016 (the "Master Indenture"), the District proposed to finance the cost of acquisition and/or construction of the Capital Improvement Program by the issuance of one or more Series of Bonds; and

WHEREAS, the District previously issued its \$4,310,000 Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds") pursuant to the Master Indenture and that certain Fourth Supplemental Trust Indenture by and between the District and the Trustee, dated as of March 1, 2019 (the "Fourth

Supplemental Indenture" and, together with the Master Indenture, the "Indenture"); and

WHEREAS, the Fourth Supplemental Indenture established a Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account for the purpose of paying Costs of the Townhome Lots Project; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, amounts on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account are to be held therein until the Trustee shall have received from an Authorized Officer a written certificate on or prior to March 1, 2020, stating that the District has received a certificate of the Consulting Engineer certifying that (1) all permits necessary for the development of the Townhome Lots, as further described in the Limited Offering Memorandum, have been received and (2) school concurrency approval, as further described in the Limited Offering Memorandum, has been received; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, if the Trustee has not received a certificate as described above by March 1, 2020, the Trustee is directed to transfer the moneys on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account to the Series 2019A-1 Area Three Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, the District has not yet received the items required to be able to provide the certificate as described above on or prior to March 1, 2020, and is seeking to extend such date to allow for receipt of such items rather than applying such moneys to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, under Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to, with the approval of Owners of more than 50% of the aggregate principal amount of any Series of Bonds Outstanding at any time (the "Majority Owners"), enter into supplemental indentures that amend certain terms of any Supplemental Indenture securing such Series of Bonds; and

WHEREAS, although the Master Indenture only requires approval of the Majority Owners, the District and the Trustee are seeking the approval of 100% of the Owners of the Outstanding Series 2019A-1 Bonds (the "100% Owners") of the amendments to the Fourth Supplemental Indenture as set forth in this Amendment; and

WHEREAS, by virtue of the execution of the consent to this Amendment by the 100% Owners of the Outstanding Series 2019A-1 Bonds, the 100% Owners will have consented to the amendment of the Fourth Supplemental Indenture as

contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

WHEREAS, except as specifically set forth herein, the Fourth Supplemental Indenture is not amended or modified; and

WHEREAS, the District and the Trustee now desire to amend, and the 100% Owners approve as of the effective date hereof and consent to such amendment of the Fourth Supplemental Indenture in the manner hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. Any capitalized term used in this Amendment and not otherwise defined in the recitals set forth above or otherwise herein shall have the meaning ascribed to such term in the Indenture.

Section 2. Application. This Amendment shall amend certain provisions of the Fourth Supplemental Indenture without the necessity of restating such instrument.

Section 3. Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the Majority Owners to approve and consent to the amendments herein contemplated.

Section 4. Amendment. Section 403(b) is hereby amended to replace all references to "March 1, 2020" with "December 1, 2020." All other provisions of Section 403(b) shall remain unaffected and in full force and effect.

Section 5. Applicability of Unamended Provisions of Fourth Supplemental Indenture. Except as expressly amended as stated above, all provisions of the Fourth Supplemental Indenture shall remain unaffected and in full force and effect and are hereby ratified and confirmed.

Section 6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the 100% Owners of the Series 2019A-1 Bonds and their respective successors and assigns.

Section 8. Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 9. Indemnification. The District hereby agrees to indemnify and hold harmless the Trustee in connection with any claims, liabilities, expenses, damages, or other amounts and attorneys' fees arising from or asserted against the Trustee, as a result of the instructions and directions contained herein.

Section 10. Effective Date. This Amendment shall become effective upon (i) the execution by the District and the Trustee of this Amendment and the receipt by the Trustee of the written consent (in substantially the form attached hereto as Exhibit A) approving this Amendment signed by the 100% Owners of the Series 2019A-1 Bonds Outstanding as required by Section 1102 of the Master Indenture and this Amendment and (ii) receipt of an opinion of Bond Counsel to the Trustee and the District to the effect that the Series 2019A-1 Bonds are tax exempt obligations and that the Amendment is permitted and authorized under the Indenture.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the District and the Trustee have caused this First Amendment to Fourth Supplemental Trust Indenture to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

DISTRICT:

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

TRUSTEE:

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A
FORM OF CONSENT OF BONDHOLDER
(Attached Hereto)

CONSENT OF BONDHOLDER

\$4,310,000 Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds")

THIS CONSENT OF BONDHOLDER (this "Bondholder Consent") is being given by the undersigned (the "Bondholder") of the amount of the Series 2019A-1 Bonds set forth below issued pursuant to a Master Trust Indenture dated as of December 1, 2016 (the "Master Indenture"), between Hidden Creek Community Development District (the "District") and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of March 1, 2019 (the "Fourth Supplemental Indenture" and together with the Master Indenture, the "Indenture") between the District and the Trustee. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bondholder acknowledges and consents as follows:

1. The Bondholder acknowledges that the Series 2019A-1 Bonds are issued pursuant to and secured by the Indenture.
2. The Bondholder hereby consents to the amendments to the Fourth Supplemental Indenture in accordance with the form of the First Amendment to Fourth Supplemental Trust Indenture attached hereto as Exhibit A (the "Amendment").
3. The Bondholder acknowledges that in order to execute the Amendment, the written consent of the holders of 100% in aggregate principal amount of the Series 2019A-1 Bonds Outstanding is required.
4. The Bondholder acknowledges and agrees that (i) it has the full power and authority to execute and deliver this Bondholder Consent, (ii) it has reviewed the Amendment and understands the information contained therein and the amendments to the Indenture contemplated by the Amendment, (iii) it has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks attendant to the prospective effect of this Bondholder Consent, (iv) it has had the opportunity to ask questions and to obtain such information from the District as it has determined to be necessary to enable it to evaluate such merits and risks, and (v) it has independently determined that making such acknowledgments and consenting to such matters as described herein will not adversely affect its interests.
5. The Bondholder acknowledges that the Trustee will rely upon this Bondholder Consent in executing the Amendment and taking the actions contemplated in the Amendment.

[SIGNATURE PAGE TO CONSENT OF BONDHOLDER]

DATED as of this 9th day of March, 2020.

BONDHOLDER NAME: Nuveen Asset Management

PRINCIPAL AMOUNT OWNED: \$ 3,310,000

SERIES: 2019A-1

CUSIP: 42951CAJ3

42951CAK0

42951CAL8

42951CAM6

By: John Miller - RMR

Name: John Miller

Title: Head of Municipals

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FOURTH SUPPLEMENTAL TRUST INDENTURE

(Attached hereto)

**FIRST AMENDMENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE**

Between

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of March 1, 2020

Relating to

**\$4,310,000 Hidden Creek Community Development District
Capital Improvement Revenue Bonds, Series 2019A-1
(Assessment Area Three)**

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THIS FIRST AMENDMENT TO FOURTH SUPPLEMENTAL TRUST INDENTURE (the "Amendment") is dated as of March 1, 2020, by and between **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida (together with its permitted successors and assigns, the "Trustee"), and consented to by the 100% Owners (hereinafter defined) of the Outstanding principal amount of the Series 2019A-2 Bonds (hereinafter defined).

WITNESSETH:

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), and Ordinance No. 13-21, enacted by the Board of County Commissioners of Hillsborough County, Florida on July 23, 2013, effective July 25, 2013, as amended by Ordinance No. 14-24, enacted by the Board of County Commissioners of Hillsborough County, Florida on August 12, 2014, effective August 13, 2014, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has previously determined to undertake, in one or more phases, the acquisition and construction of certain public infrastructure pursuant to the Act (the "Capital Improvement Program") for the special benefit of the District; and

WHEREAS, pursuant to the terms and provisions of that certain Master Trust Indenture by and between the District and the Trustee, dated as of December 1, 2016 (the "Master Indenture"), the District proposed to finance the cost of acquisition and/or construction of the Capital Improvement Program by the issuance of one or more Series of Bonds; and

WHEREAS, the District previously issued its \$4,310,000 Hidden Creek Community Development District Capital Improvement Revenue Bonds, Series 2019A-1 (Assessment Area Three) (the "Series 2019A-1 Bonds") pursuant to the Master Indenture and that certain Fourth Supplemental Trust Indenture by and between the District and the Trustee, dated as of March 1, 2019 (the "Fourth

Supplemental Indenture" and, together with the Master Indenture, the "Indenture"); and

WHEREAS, the Fourth Supplemental Indenture established a Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account for the purpose of paying Costs of the Townhome Lots Project; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, amounts on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account are to be held therein until the Trustee shall have received from an Authorized Officer a written certificate on or prior to March 1, 2020, stating that the District has received a certificate of the Consulting Engineer certifying that (1) all permits necessary for the development of the Townhome Lots, as further described in the Limited Offering Memorandum, have been received and (2) school concurrency approval, as further described in the Limited Offering Memorandum, has been received; and

WHEREAS, pursuant to the Fourth Supplemental Indenture, if the Trustee has not received a certificate as described above by March 1, 2020, the Trustee is directed to transfer the moneys on deposit in the Series 2019A-1 Area Three Townhome Lots Acquisition and Construction Account to the Series 2019A-1 Area Three Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, the District has not yet received the items required to be able to provide the certificate as described above on or prior to March 1, 2020, and is seeking to extend such date to allow for receipt of such items rather than applying such moneys to the extraordinary mandatory redemption of Series 2019A-1 Bonds; and

WHEREAS, under Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to, with the approval of Owners of more than 50% of the aggregate principal amount of any Series of Bonds Outstanding at any time (the "Majority Owners"), enter into supplemental indentures that amend certain terms of any Supplemental Indenture securing such Series of Bonds; and

WHEREAS, although the Master Indenture only requires approval of the Majority Owners, the District and the Trustee are seeking the approval of 100% of the Owners of the Outstanding Series 2019A-1 Bonds (the "100% Owners") of the amendments to the Fourth Supplemental Indenture as set forth in this Amendment; and

WHEREAS, by virtue of the execution of the consent to this Amendment by the 100% Owners of the Outstanding Series 2019A-1 Bonds, the 100% Owners will have consented to the amendment of the Fourth Supplemental Indenture as

contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

WHEREAS, except as specifically set forth herein, the Fourth Supplemental Indenture is not amended or modified; and

WHEREAS, the District and the Trustee now desire to amend, and the 100% Owners approve as of the effective date hereof and consent to such amendment of the Fourth Supplemental Indenture in the manner hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. Any capitalized term used in this Amendment and not otherwise defined in the recitals set forth above or otherwise herein shall have the meaning ascribed to such term in the Indenture.

Section 2. Application. This Amendment shall amend certain provisions of the Fourth Supplemental Indenture without the necessity of restating such instrument.

Section 3. Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the Majority Owners to approve and consent to the amendments herein contemplated.

Section 4. Amendment. Section 403(b) is hereby amended to replace all references to "March 1, 2020" with "December 1, 2020." All other provisions of Section 403(b) shall remain unaffected and in full force and effect.

Section 5. Applicability of Unamended Provisions of Fourth Supplemental Indenture. Except as expressly amended as stated above, all provisions of the Fourth Supplemental Indenture shall remain unaffected and in full force and effect and are hereby ratified and confirmed.

Section 6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the 100% Owners of the Series 2019A-1 Bonds and their respective successors and assigns.

Section 8. Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 9. Indemnification. The District hereby agrees to indemnify and hold harmless the Trustee in connection with any claims, liabilities, expenses, damages, or other amounts and attorneys' fees arising from or asserted against the Trustee, as a result of the instructions and directions contained herein.

Section 10. Effective Date. This Amendment shall become effective upon (i) the execution by the District and the Trustee of this Amendment and the receipt by the Trustee of the written consent (in substantially the form attached hereto as Exhibit A) approving this Amendment signed by the 100% Owners of the Series 2019A-1 Bonds Outstanding as required by Section 1102 of the Master Indenture and this Amendment and (ii) receipt of an opinion of Bond Counsel to the Trustee and the District to the effect that the Series 2019A-1 Bonds are tax exempt obligations and that the Amendment is permitted and authorized under the Indenture.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the District and the Trustee have caused this First Amendment to Fourth Supplemental Trust Indenture to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

DISTRICT:

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

TRUSTEE:

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A
FORM OF CONSENT OF BONDHOLDER
(Attached Hereto)

EXHIBIT 2



BrightView Landscape Development, Inc.

Potential Change Item

No. 00031

Title: Replacement Oaks

Date: Jan 15, 2020

Project: Forestbrook Southshore Bay Irr

Job: 152438

Attn:

Hidden Creek Community Development
District c/o DPFMgmt & Consulting LLC, 15310 Amberly Dr Ste
Tampa, FL 33647

Phone:

Description Of Estimate:

Replace storm damaged Oaks

Breakdown Of Work

Table with 6 columns: Item, Description of Work, Quantity, Units, Unit Price, Net Amount. Contains 2 line items and a total row.

Estimated Time Extension 1 Days

This estimate will remain in effect for 30 days, unless otherwise noted. After expiration, a new estimate will be submitted upon request

Notes:

- Four checkbox notes regarding work approval, signature authorization, time extension (checked), and order compliance.

Prepared By: _____

Micah Gravel
BrightView Landscape Development, Inc.

Date: Jan 22, 2020

Approved By: _____

Hidden Creek Community Development

Date: _____

Lore Yeira

From: Lore Yeira
Sent: Monday, March 2, 2020 4:13 PM
To: 'Mike Lawson'
Subject: FW: 152438 Forest Brooke
Attachments: PCI 00031 Replacement Oaks from Storm Damage.pdf

Hello Mike,
Would you like me to put a po# on this? Mark said it was a back charge. See below. Or would you like me to place it in the agenda for board review?
Thank you,
Best regards,



Lore Yeira
Associate Manager
Lore.yeira@dpfg.com

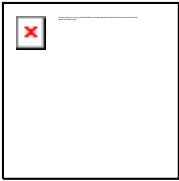
15310 Amberly Drive
Suite 175
Tampa, FL 33647
www.dpfg.com
office: 813-418-7473 EXT 4303

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law or include any one Supervisor in the reply

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Marc Schwartz <Marc@metrodevelopmentgroup.com>
Sent: Monday, March 2, 2020 3:52 PM
To: Lore Yeira <lore.yeira@dpfg.com>
Cc: Kelly Rowe <kelly.rowe@dpfg.com>
Subject: RE: 152438 Forest Brooke

This is a back charge for your maintenance provider. They were unable to replace trees that were dead for months so the development team did us a favor and replaced for a Lennar visit/tour. Kelly can tell you all about it. It is not a development cost.



Marc Schwartz

Project Manager

METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607

office: 813.288.8078 | mobile: 727.439.0519

marc@MetroDevelopmentGroup.com

MetroDevelopmentGroup.com | MetroPlaces.com

From: Lore Yeira <lore.yeira@dpfg.com>

Sent: Monday, March 2, 2020 3:47 PM

To: Marc Schwartz <Marc@metrodevelopmentgroup.com>

Subject: RE: 152438 Forest Brooke

This is the first I see of this invoice. What would you like done?

From: Marc Schwartz <Marc@metrodevelopmentgroup.com>

Sent: Monday, March 2, 2020 3:40 PM

To: Lore Yeira <lore.yeira@dpfg.com>; Kelly Rowe <kelly.rowe@dpfg.com>

Cc: Tricia Hood <Tricia.Hood@brightview.com>

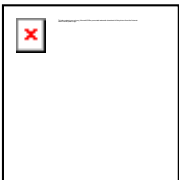
Subject: FW: 152438 Forest Brooke

Importance: High

Lore/Kelly,

What is the status of this?

Thanks,



Marc Schwartz

Project Manager

METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607

office: 813.288.8078 | mobile: 727.439.0519

marc@MetroDevelopmentGroup.com

MetroDevelopmentGroup.com | MetroPlaces.com

From: Marc Schwartz

Sent: Thursday, February 20, 2020 12:09 PM

To: Paul Cusmano <paul.cusmano@dpfg.com>; Kelly Rowe <kelly.rowe@dpfg.com>

Cc: Tricia Hood <Tricia.Hood@brightview.com>

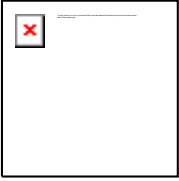
Subject: FW: 152438 Forest Brooke

Importance: High

Paul/Kelly,

What is the status of this?

Thanks,



Marc Schwartz
Project Manager
METRO DEVELOPMENT GROUP
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607
office: 813.288.8078 | mobile: 727.439.0519
marc@MetroDevelopmentGroup.com
MetroDevelopmentGroup.com | MetroPlaces.com

From: Tricia Hood <Tricia.Hood@brightview.com>
Sent: Thursday, February 20, 2020 10:43 AM
To: Marc Schwartz <Marc@metrodevelopmentgroup.com>
Cc: Jarrod Finora <jarrod@metrodevelopmentgroup.com>
Subject: 152438 Forest Brooke

Hello Marc,

Can you please process PCI 31 & 32 for Forest Brooke, I need to update our billing, this will be deducted from you 25k credit.

Do you need us to do the work at the Kiosk? See attached PCI 33.

Thank you,

Tricia Hood FCLC# C6000312
Project Manager
BrightView Landscape Development



5326 CR 579
Seffner, FL 33584

813.499.8748 C
813.628.8116 P ext 1622
813.628.8186 F

Tricia.Hood@brightview.com
www.brightview.com