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WHEN RECORDED RETURN TO:**

**San Francisco Redevelopment Agency
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attention: Development Services**

This document is exempt from payment of
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WE HEREBY CERTIFY THAT THIS IS FULL,
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OFFICE OF THE COUNTY RECORDER OF
San Francisco COUNTY, STATE OF
CALIFORNIA, RECORDED ON March 24, 2009
IN BOOK _____ OF OFFICIAL RECORDS
AT PAGE _____ SERIAL NO. 2009-I 738449
CHICAGO TITLE INSURANCE COMPANY
By [Signature]

Recorder's Stamp

AMENDMENT TO ATTACHMENT 10
(SCHEDULE OF PERFORMANCE FOR INFRASTRUCTURE DEVELOPMENT
AND OPEN SPACE "BUILD OUT" SCHEDULE OF PERFORMANCE)
TO THE DISPOSITION AND DEVELOPMENT AGREEMENT
HUNTERS POINT SHIPYARD PHASE 1

BY AND BETWEEN

THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic

AND

LENNAR - BVHP, LLC,
a California limited liability company
doing business as Lennar/BVHP Partners

DATED: August 5, 2008

DUPLICATE

**AMENDMENT TO ATTACHMENT 10 (SCHEDULE OF PERFORMANCE FOR
INFRASTRUCTURE DEVELOPMENT AND OPEN SPACE "BUILD OUT" SCHEDULE OF
PERFORMANCE) TO THE DISPOSITION AND DEVELOPMENT AGREEMENT
HUNTERS POINT SHIPYARD
PHASE 1**

by and between

**THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO**

and

**LENNAR-BVHP, LLC,
a California limited liability company
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**AMENDMENT TO ATTACHMENT 10 (SCHEDULE OF PERFORMANCE FOR
INFRASTRUCTURE DEVELOPMENT AND OPEN SPACE "BUILD OUT" SCHEDULE OF
PERFORMANCE) TO THE DISPOSITION AND DEVELOPMENT AGREEMENT
HUNTERS POINT SHIPYARD
PHASE 1**

This Amendment to Attachment 10 (Schedule of Performance for Infrastructure Development and Open Space "Build Out" Schedule of Performance") to the Disposition and Development Agreement Hunters Point Shipyard Phase 1 (this "Amendment to Attachment 10 to the Phase 1 Horizontal DDA") dated as of August 5, 2008 is entered into by and between the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California (together with any successor public agency designated by or pursuant to law, the "Agency") and LENNAR-BVHP, LLC, a California limited liability company doing business as Lennar/BVHP Partners ("Developer").

RECITALS

This Amendment to Attachment 10 to the Phase 1 Horizontal DDA is made with reference to the following facts and circumstances:

A. The Agency and Developer entered into that certain Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of December 2, 2003 and recorded April 5, 2005 as Document No. 2005H932190 at Reel I861, Image 564 in the Official Records of San Francisco County (the "Official Records"), as amended by that certain First Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of April 4, 2005 and recorded in the Official Records on April 5, 2005 as Document No. 2005H932191 at Reel I861, Image 565 (the "First Amendment"), and as further amended by that certain Second Amendment to Disposition and Development Agreement Hunters Point Shipyard Phase 1 dated as of October 17, 2006 and recorded in the Official Records on October 26, 2006 as Document No. 2006I275571 at Reel J254, Image 429 (the "Second Amendment") (collectively, the "Phase 1 Horizontal DDA"). The capitalized terms used

herein shall have the meaning set forth in the Phase 1 Horizontal DDA, unless otherwise specifically provided herein.

B. The First Amendment added the document at Exhibit I thereto [Open Space “Build Out” Schedule of Performance] as Attachment 31 to the Phase 1 Horizontal DDA. The First Amendment also deleted the list of Attachments to the Phase 1 Horizontal DDA and substituted it with Exhibit M thereto, an updated list of Attachments.

C. The Second Amendment deleted Attachment 10 [Schedule of Performance for Infrastructure Development] to the Phase 1 Horizontal DDA in its entirety and substituted it with the document at Exhibit C thereto [Schedule of Performance for Infrastructure Development and Open Space “Build Out” Schedule of Performance]. The Second Amendment inadvertently failed to delete Attachment 31 [Open Space “Build Out” Schedule of Performance] to the Phase 1 Horizontal DDA, which resulted in the inclusion of two Open Space “Build Out” Schedules of Performance within the Phase 1 Horizontal DDA.

D. The Agency and Developer wish to enter into this Amendment to Attachment 10 to the Phase 1 Horizontal DDA for the purposes of achieving redevelopment within Phase 1 of the Shipyard and making certain amendments to Attachment 10 of the Phase 1 Horizontal DDA to update the schedules of performance, all to further effectuate the program of development contemplated by the Redevelopment Plan. The Parties have entered into this Amendment to Attachment 10 to the Phase 1 Horizontal DDA to memorialize their understanding and commitments concerning the matters generally described above.

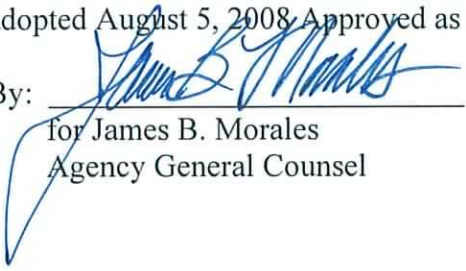
AGREEMENT

Accordingly, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, Agency and Developer agree as follows:

1. Attachment 10 to the Phase 1 Horizontal DDA [Schedule of Performance for Infrastructure Development and Open Space “Build Out” Schedule of Performance] is hereby deleted in its entirety and the document at Exhibit A hereto is substituted in lieu thereof.
2. Attachment 31 to the Phase 1 Horizontal DDA [Open Space “Build Out” Schedule of Performance] is hereby deleted in its entirety and the document at Exhibit B hereto [Attachment 31 Intentionally Omitted] is substituted in lieu thereof.
3. The list of Attachments to the Phase 1 Horizontal DDA is hereby deleted in its entirety and the document at Exhibit C hereto is substituted in lieu thereof.
4. This Amendment to Attachment 10 to the Phase 1 Horizontal DDA constitutes a part of the Phase 1 Horizontal DDA and any reference to the Phase 1 Horizontal DDA shall be deemed to include a reference to such Phase 1 Horizontal DDA as amended hereby.
5. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Phase 1 Horizontal DDA shall remain in full force and effect.
6. All capitalized terms used but not defined herein shall have the meanings assigned thereto in the Phase 1 Horizontal DDA.
7. This Amendment to Attachment 10 to the Phase 1 Horizontal DDA is binding upon and will inure to the benefit of the successors and assigns of the Agency and Developer, subject to the limitations set forth in the Phase 1 Horizontal DDA.
8. This Amendment to Attachment 10 to the Phase 1 Horizontal DDA may be executed in any number of counterparts, all of which, together, shall constitute the original agreement.

IN WITNESS WHEREOF, the Agency has caused this Amendment to Attachment 10 to the Phase 1 Horizontal DDA to be duly executed on its behalf and Developer has signed or caused this Amendment to Attachment 10 to the Phase 1 Horizontal DDA to be signed by duly authorized persons, all as of the day first above written.

Authorized by Agency Resolution No. 84 - 2008
adopted August 5, 2008 Approved as to Form:

By: 
for James B. Morales
Agency General Counsel

AGENCY:

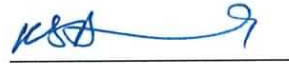
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN
FRANCISCO, a public body, corporate and
politic

By: 
Fred Blackwell
Executive Director

DEVELOPER:

LENNAR - BVHP, LLC,
a California limited liability company

By: Lennar Southland I, Inc.,
a California corporation
Its Managing Member

By: 
Name: Kofi Bonner
Title: Vice President

STATE OF CALIFORNIA }
 } ss.
COUNTY OF SAN FRANCISCO}

On February 20, 2009 before me, Alma D. Basurto, Notary Public, personally appeared Fred Blackwell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Alma D. Basurto*



OPTIONAL

Description of Attached Document

Title or Type of Document: Amendment to Attachment 10 (Schedule of Performance for Infrastructure Development & Open Space "Build Out" Schedule of Performance) to the DDA Hunters Point Shipyard Phase 1

Document Date: August 5, 2008 Number of Pages: 21

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Title: _____

Title: _____

Signer is Representing:

Signer is Representing:

ACKNOWLEDGMENT

State of California
County of San Francisco)

On January 13, 2009 before me, Chonta Burgess, Notary Public
(insert name and title of the officer)

personally appeared Kofi Bonner _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Chonta Burgess (Seal)

EXHIBIT A

**Schedule of Performance for Infrastructure Development and
Open Space "Build Out" Schedule of Performance**

ATTACHMENT 10¹
SCHEDULE OF PERFORMANCE FOR INFRASTRUCTURE DEVELOPMENT

The following capitalized terms have the meanings set forth in this Section, wherever used in this Agreement.

DEFERRED INFRASTRUCTURE ITEMS are composed of the following five items: (1) 2" asphalt concrete wearing surface, (2) plantings, (3) irrigation heads, (4) street furniture, and (5) driveways and sidewalks.

COMPLETE INFRASTRUCTURE CONSTRUCTION means Complete Construction of all items pertaining to Phase I work identified in the DDA, Attachment 9, Infrastructure Plan with an exception for Deferred Infrastructure Items.

Activity	Schedule
Blocks 49, 50, 51	
Complete Infrastructure Construction	February 2009
Deferred Infrastructure Items	90 Calendar Days after substantial completion of vertical construction with respect to adjacency
Blocks 53, 54	
Complete Infrastructure Construction	March 2009
Deferred Infrastructure Items	90 Calendar Days after substantial completion of vertical construction with respect to adjacency
Blocks 1, 56, 57	
Complete Infrastructure Construction	May 2009
Deferred Infrastructure Items	90 Calendar Days after substantial completion of vertical construction with respect to adjacency
Blocks 52, 55E, 55W, Community Facilities Parcels along Galvez	
Complete Infrastructure Construction	June 2009
Deferred Infrastructure Items	90 Calendar Days after substantial completion of vertical construction with respect to adjacency
Block 48	
Complete Infrastructure Construction	August 2009
Deferred Infrastructure Items	90 Calendar Days after substantial completion of vertical construction with respect to adjacency



¹ This is current Schedule of Performance.

OPEN SPACE “BUILD OUT” SCHEDULE OF PERFORMANCE²

The following capitalized terms have the meanings set forth in this Section, wherever used in this Agreement.

COMPLETE OPEN SPACE CONSTRUCTION means Complete Construction of all open space component items contemplated in the Open Space and Streetscape Master Plan. At the time this Schedule of Performance for Infrastructure Development is amended, the Open Space Master Plan is at a conceptual level of detail and is required to be developed in accordance with the H-DRDAP. Items of work will be established when the final Construction Documents for the work are permitted.

Complete Open Space Construction	Schedule
Innes Court Park	8 months after Innes Avenue from Friedell Street to Coleman Street and all of Innes Court are completed.
a) Hillpoint Park, b) Hilltop ADA Path (from Galvez to Hudson) c) Hilltop Open Space, and d) Galvez Steps	8 months after Innes Avenue from Friedell Street to Coleman Street and all of Innes Court are completed.
Two Pocket Parks for Block 55E	24 months after first DBI building permit is obtained for vertical construction on Block 55E
Parcel G	24 months after first DBI building permit is obtained for vertical construction on Block 55E
Pocket Park for Blocks 50 and 49	24 months after first DBI building permit is obtained for vertical construction on either Block 50 or Block 49, whichever comes later.
Three Pocket Parks for Block 55W	24 months after first DBI building permit is obtained for vertical construction on Block 55W.
Three Pocket Parks Along Navy Road	24 months after first DBI building permit is obtained for vertical construction on any lots along Navy Road, adjacent to Lots 39 through 53; 54 through 69; 1 through 18, as appropriate.
5 Pocket Parks Along Oakdale	24 months after first DBI building permit is obtained for vertical construction on any lots along Oakdale, adjacent to Lots 70 through 83; 84 through 92; 93 through 109, 110 through 115; 116 through 131, as appropriate.
a) Central Park, b) Hillside ADA Paths, and c) Hillside Open Space	8 months after Oakdale Avenue and Navy Road are completed.
Interim African Marketplace	TBD in conjunction with SFRA.



² This is current Schedule of Performance.

EXHIBIT B

Attachment 31 Intentionally Omitted

[Attachment 31 Intentionally Omitted]

EXHIBIT C

List of Attachments

ATTACHMENTS

1. Legal Description of Phase 1 and of the Project Site (which excludes the Agency Parcels)
2. Map of Project Site and of Agency Parcels, showing Agency Housing Parcels and Community Facilities Parcels

Schedule A – Map showing SLC Land, including Pre-Exchange SLC Land and Post-Exchange SLC Land

Schedule B – Land Use Plan

3. Quitclaim Deed from Agency to Developer
4. Short Term License Agreement (Agency Parcels)
5. Redevelopment Area Declaration of Restrictions
6. Reversionary Grant Deed
7. Insurance (includes environmental insurance)
8. Guaranty
9. Infrastructure Plan
 - Exhibit A Demolition and Deconstruction
 - Exhibit B Grading and Landslide Repair
 - Exhibit C Infrastructure Within the Rights of Way (including streets and utilities)
 - Exhibit D Public Open Space
10. Schedule of Performance for Infrastructure Development and Open Space “Build Out”
Schedule of Performance
11. EIR Mitigation Measures
12. Plan for Environmental Investigation and Remediation During Development at Hunters Point Shipyard
13. Prevailing Wage Requirements
14. Form of Card Check Requirements
15. Minimum Compensation Policy
16. Health Care Accountability Policy
17. Equal Benefits Policy
18. Form of Engineer’s/Architect’s Certificate Re Compliance of Design with Laws re Access

19. Form of Engineer's/Architect's Inspection Certificate

20. Form of Engineer's/Architect's Certificate Re Compliance of Construction with Laws re Access

21. Form of Certificate of Completion

22. Affordable Housing Program

Exhibit A	Distribution of Affordable Housing Units
Exhibit B	Declaration of Rental Use Restriction
Exhibit C	Declaration of Restrictions for For-Rent Affordable Housing Units
Exhibit D	Declaration of Restrictions for For-Sale Affordable Housing Units
Exhibit E	Memorandum of Option
Exhibit F	Release of Option Rights
Exhibit G	Major Phase Housing Data Table
Exhibit H	Project Housing Data Table
Exhibit I	Marketing and Operating Obligations

23. Community Ownership, Financing and Benefits Policies and Procedures ^

24. Equal Opportunity Program and Additional Business, Employment, Construction Assistance/Opportunities and Community Benefits Program (including African Marketplace)

Exhibit A	Equal Opportunity Program
	Rider 1 Construction Work Force
	Rider 2 Equal Opportunity for Women and Minority Owned Business Enterprises
	Rider 3 Permanent Work Force of Developer and Retail Tenants
	Rider 4 First Source Referral Hiring and Job Training
Exhibit B	Additional Business, Employment, Construction Assistance/Opportunities and Community Benefits Program (including African Marketplace)

25. Financing and Revenue Sharing Plan

Exhibit A	Preliminary Budget and Project Pro Forma
Exhibit B	Description of Qualified Predevelopment Costs
Exhibit C	Description of Qualified Pre-Agreement Costs

Exhibit D

Tables: Agency Land Return/Developer Equity Return Formulas and Examples

26. Option: Alternative Financing and Revenue Sharing Plan with Accelerated Compensation for Land Value
27. Outline of Provisions of Vertical Disposition and Development Agreement
28. Transportation Management Plan
29. Interim Lease
30. Environmental Ordinances (Including Article 31)
31. [Intentionally Omitted]
32. Design Review and Document Approval Procedure for Infrastructure Development
33. Design Review and Document Approval Procedure for Vertical Improvements
34. Subdivision Map Ordinance and Regulations

RESOLUTION NO. 84-2008

ADOPTED AUGUST 5, 2008 AS AMENDED

AUTHORIZATION OF AN AMENDMENT TO ATTACHMENT 10 (SCHEDULE OF PERFORMANCE FOR INFRASTRUCTURE DEVELOPMENT AND OPEN SPACE "BUILD-OUT" SCHEDULE OF PERFORMANCE) TO THE DISPOSITION AND DEVELOPMENT AGREEMENT-HUNTERS POINT SHIPYARD PHASE I BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND LENNAR-BVHP, LLC AND ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. Pursuant to the Disposition and Development Agreement-Phase I Hunters Point Shipyard between the Redevelopment Agency of the City and County of San Francisco (the "Agency") and the Shipyard's master developer, Lennar-BVHP LLC ("Lennar-BVHP LLC" or the "Developer") for Phase 1 of the Shipyard (as amended, the "DDA"), the Developer is responsible for, among other things, building all of the horizontal infrastructure improvements (i.e., demolition, grading, sewer systems, streets and sidewalks, telecommunications systems, etc.) necessary for the vertical development of the site.
2. Under the DDA, this work is to occur pursuant to a schedule of performance (the "Schedule of Performance"), which is Attachment 10 to the DDA. The DDA also includes provisions whereby the Schedule of Performance is extended by unforeseen events outside of the Developer's control known as events of "force majeure" or "Unavoidable Delays."
3. The proposed amendment (the "Amendment") to Attachment 10 formally updates the Schedule of Performance to reflect (i) the cumulative effects of Unavoidable Delays on the Schedule of Performance and (ii) the mutual recommendations of the Developer and Agency staff to defer briefly some of the infrastructure work on the hillside portion of Phase 1 to correspond better to the likely development of those sites.
4. Construction of the horizontal infrastructure improvements is already well under way. Major grading and demolition is complete, as is the installation of "wet" utilities like water, storm and sanitary sewer systems. Under this updated schedule (which is attached), the remaining infrastructure improvements for the first half of the hilltop portion of Parcel A – mainly "dry" utilities like roads and sidewalks - will be completed in a few months by December 2008. The remaining hilltop development blocks will be completed by the first quarter of

2009 and the final infrastructure improvements for the hillside portion of Parcel A will be completed in third quarter 2009.

5. Additionally, the proposed Amendment to Attachment 10 formally updates the Open Space "Build Out" Schedule of Performance, which is also included in Attachment 10 to the DDA, to correspond to the changes in the lot delivery schedule.
6. Agency staff anticipates that the first development blocks will be sold for fair market value by the end of 2008. Vertical development of these blocks will commence in summer 2009 upon Agency Commission and community review of the architectural design of the proposed residential projects. Based upon the updated Schedule of Performance, the Developer estimates that the first residential units on the hilltop portion of Parcel A will be ready for occupancy in fall 2010. Depending on market absorption, the Parcel A community should be complete and fully occupied by the end of 2011.
7. On February 8, 2000, the Agency Commission and the San Francisco Planning Commission, by adopting Resolution No. 11-2000 and Motion No. 14981, respectively, acting together as co-lead agencies for conducting environmental review for the Hunters Point Shipyard Redevelopment Plan (the "Plan") and its implementing actions, certified a Final Environmental Impact Report (the "Final EIR") for the acquisition and reuse of the Shipyard as contemplated in the Plan. On February 8, 2000, by Resolution No. 12-2000, the Agency Commission adopted findings pursuant to the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*) ("CEQA"), a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program to support the adoption of the Plan.
8. Subsequent to the certification of the Final EIR, refinements were made to the Shipyard development program resulting in Addendum No. 1 to the Final EIR published on November 19, 2003 and Addendum No. 2 to the Final EIR published on July 13, 2006. The addenda concluded, based on the findings of the Final EIR that the proposed refinements would not create any significant environmental impacts not already studied in the Final EIR and that the conclusions reached in Final EIR remained valid.
9. The Final EIR is a program EIR under State CEQA Guidelines Section 15168 and a redevelopment plan EIR under State CEQA Guidelines Section 15180. The addenda to the Final EIR were prepared pursuant to State CEQA Guidelines Section 15164.
10. On December 2, 2003, the Agency Commission adopted Resolution No. 179-2003 authorizing the DDA. The Agency Commission subsequently adopted Resolution No. 3-2005 on January 18, 2005 authorizing the First Amendment to the DDA, and adopted Resolution No. 141-2006 on October 17, 2006 authorizing the Second Amendment to the DDA. In Resolutions No. 179-2003, 3-2005, and 141-2006, approving the DDA, the First Amendment, and the Second

Amendment, the Agency Commission determined that the contemplated action(s) on the DDA are consistent with the Project evaluated in the Final EIR, Addendum No. 1 to the Final EIR, and Addendum No. 2 to the Final EIR.

11. Under the revised Schedule of Performance for Infrastructure Development in Attachment 10 to the DDA, completion of the major infrastructure elements such as the roadbeds and underground utilities may be delayed by between nine months to twenty-one months, depending upon the location of the improvements. Except for the current construction activity on the major infrastructure elements, there is no new or ongoing construction in the vicinity of the Hunters Point Shipyard. Consequently, the delay of up to twenty-one months in the completion of the major infrastructure elements would not result in any significant effect that has not already been analyzed in the Final EIR and addenda.
12. The proposed changes to the Open Space "Build-Out" Schedule of Performance in Attachment 10 to the DDA will delay construction and completion of some of the open space elements; however, as the areas to be improved are existing open space areas, there will be no significant environmental effect caused by the change that has not already been analyzed in the Final EIR and addenda.
13. The proposed Amendment to Attachment 10 (the Schedule of Performance for Infrastructure Development and the Open Space "Build Out" Schedule of Performance) is consistent with the Project evaluated in the Final EIR, Addendum No. 1 to the Final EIR, and Addendum No. 2 to the Final EIR. Agency staff has considered and reviewed the Final EIR and addenda, and has determined that the proposed changes in the Schedule of Performance implement the Plan, consistent with State CEQA Guidelines Sections 15180 and 15164.
14. The Final EIR, addenda, and related documents have been and continue to be available for review by the Agency Commission and the public and are part of the record before the Agency Commission.
15. The environmental findings adopted in accordance with CEQA by the Agency Commission in Resolutions No. 179-2003, 3-2005, and 141-2006 were and remain adequate, accurate and objective and are incorporated herein by reference as applicable to the current proposed action.
16. In accordance with the Plan and the DDA, including the First and Second Amendments, Agency staff has reviewed the proposed Amendment to Attachment 10 of the DDA, as well as the Final EIR together with all addenda thereto, and other information contained in the Agency's files, finds them to be acceptable and recommends authorization of the Amendment to Attachment 10.

FINDINGS

The Agency finds and determines that the Amendment to Attachment 10 to the DDA, i.e., the updates of the Schedule of Performance for Infrastructure Development and of the

Open Space "Build Out" Schedule of Performance, is within the scope of the Project analyzed in the Final EIR and addenda and requires no additional environmental review pursuant to State CEQA Guidelines Sections 15180 and 15164 for the following reasons:

- A. The Amendment to Attachment 10 does not incorporate substantial changes into the Project analyzed in the Final EIR and addenda, and will not require any further Final EIR revisions due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- B. No substantial changes have occurred with respect to the circumstances under which the Project analyzed in the Final EIR and addenda was and will be undertaken that would require further revisions to the Final EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the Final EIR.
- C. No new information of substantial importance to the Project analyzed in the Final EIR and addenda has become available which would indicate any of the following: (i) the Amendment to Attachment 10 will have significant effects not discussed in the Final EIR and addenda; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible that would reduce one or more significant effects have become feasible; or (iv) mitigation measures or alternatives that are considerably different from those in the Final EIR will substantially reduce one or more significant effects on the environment.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco (1) that it has reviewed and considered the Final EIR together with the addenda thereto and any additional environmental documentation in the Agency's files and hereby adopts the CEQA findings set forth in the previously adopted resolutions that have been incorporated herein by reference and those findings set forth above; and (2) that the Amendment to Attachment 10 (the Schedule of Performance for Infrastructure Development and the Open Space "Build Out" Schedule of Performance) of the DDA between the Redevelopment Agency of the City and County of San Francisco and Lennar-BVHP, LLC is hereby approved substantially in the form that is attached to this Resolution.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel