



SAN FRANCISCO PLANNING DEPARTMENT

Minor Permit to Alter Case Report

HEARING DATE: NOVEMBER 15, 2017

Filing Date: March 5, 2013
Case No.: **2013.0254H**
Building Permit: **2017.01.18.7427**
Project Address: **56 Mason Street**
Conservation District: Kearny-Market-Mason-Sutter Conservation District
Category: Category IV - Contributing
Zoning: RC-4 (Residential-Commercial High Density) District
80-T-120-T Height and Bulk District
Block/Lot: 0341/008
Project Sponsor: Deilly Echeverri
Sinbordes Design
450 Pittman Road, #237
Fairfield, CA 94534
Staff Contact: Alexandra Kirby - (415) 575-9133
alexandra.kirby@sfgov.org
Reviewed By Tim Frye - (415) 558-6625
tim.frye@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROPERTY DESCRIPTION

56 MASON STREET is located on the southeast corner of Mason Street at Eddy Street (Assessor's Block 0341; Lot 008). The subject building is a Category IV (Contributing) building and locally designated under Article 11, Appendix E of the Planning Code. It is located within a RC-4 (Residential-Commercial High Density) Zoning District with an 80-T-120-T Height and Bulk limit.

56 Mason Street was originally constructed in 1908 as the Bristol Hotel and is listed as a Contributory building in the Kearny-Market-Mason Sutter Conservation District under Article 11 of the Planning Code as well as a contributor to the Uptown Tenderloin Historic district on the National Register of Historic Places. The building is a four-story masonry Beaux-Arts-influenced apartment-hotel typical to the surrounding district.

PROJECT DESCRIPTION

The proposed scope of work is for the restoration of existing windows on the upper (2nd, 3rd and 4th) floors of the two primary facades, along Mason Street (west) and Eddy Street (north) and the replacement of the non-historic storefront along the Eddy Street (east) frontage. The existing hotel windows are comprised of double hung windows with wood frames including ogee lugs and are arranged in alternating rows of double and single windows. The rows of double windows terminate with an arched window on the third (top) floor. Of the 75 windows, 73 retained both original sashes, one retained the original upper sash, and one had been entirely replaced with a non-original casement window. On 47 windows, the historic glazing has either been replaced with Plexiglas or is broken or missing, and many

windows will require partial replacement of sash, framing, or hardware. In total there are 68 window sashes that appear to be sound enough to be repaired and rehabilitated, and only seven require either total or partial replacement, according to the conditions assessment provided by the project sponsor. The seven new windows will match the original windows in size, material, configuration and profile.

As part of the scope of work, two non-historic storefronts along the Mason Street façade will be modified with new fenestration to better match the historic design of the building. There are no original historic storefront windows on the building to inform the proposed design, and historic photos don't provide clear details on the original storefronts. The subject property is called out as the location of the Black Cat Café in the *LGBTQ Historic Context Statement*, however no photos exist to corroborate the location of the café at the ground story or reflect to historic design of the café, which was located at 56 Mason from 1911 to 1921.¹

The new storefront design will create a more cohesive ground story and simplify the Mason Street façade by removing eclectic non-historic fenestration. The new storefront window system will consist of a powder-coated aluminum frame with a transom to match the window configuration shown in historic photographs. The three existing entry doors along this façade will be replaced with new ADA-compliant glazed doors with a push-button system. A vent at the far south end of the storefront will be covered with a minimal powder-coated grille. The bulkhead will be clad in a smooth stucco finish to match the existing finishes along the Eddy Street façade.

Please see photographs and plans for details.

OTHER ACTIONS REQUIRED

The proposed project will require a Building Permit.

COMPLIANCE WITH THE PLANNING CODE PROVISIONS

The proposed project is in compliance with all other provisions of the Planning Code.

APPLICABLE PRESERVATION STANDARDS

ARTICLE 11

Pursuant to Section 1110 of the Planning Code, unless delegated to the Planning Department Preservation Staff through the Minor Permit to Alter process pursuant to Section 1111.1 of the Planning Code, the Historic Preservation Commission is required to review any applications for the construction, alteration, removal, or demolition for Significant buildings, Contributory buildings, or any building within a Conservation District. In evaluating a request for a Permit to Alter, the Historic Preservation Commission must find that the proposed work is in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, Section 1111.6 of the Planning Code, as well as the designating Ordinance and any applicable guidelines, local interpretations, bulletins, related appendices, or other policies.

The proposed work conforms to the scopes of work delegated to Department staff for Minor Permit to Alter review in HPC Motion No. 0289; however a hearing was requested by a member of the public. The

¹ Donna J. Graves & Shayne E. Watson. *Citywide Historic Context Statement for LGBTQ History in San Francisco*. 2015. All extant photos of the Black Cat Café show the business' second location in North Beach, address unknown.

proposed work most closely relates to Scope No. 2(a) (Window replacement) and Scope No. 8 (Replacement of non-historic storefronts). All of the work described above is consistent with the architectural character of the building, District, and the Secretary Standards.

SECTION 1111.6 OF THE PLANNING CODE

Section 1111.6 and Section 1111.2, as it relates to signage, of the Planning Code outline the specific standards and requirements the Historic Preservation Commission shall use when evaluating Permits to Alter. These standards, in relevant part(s), are listed below:

- (a) The proposed alteration shall be consistent with and appropriate for the effectuation of the purposes of this Article 11.

The proposed project is consistent with Article 11.

- (b) For Significant Buildings/Properties - Categories I and II, and for Contributory Buildings - Categories III and IV, proposed alterations of structural elements and exterior features shall be consistent with the architectural character of the building, and shall comply with the following specific requirements:

- (1) The distinguishing original qualities or character of the building may not be damaged or destroyed. Any distinctive architectural feature which affects the overall appearance of the building shall not be removed or altered unless it is the only feasible means to protect the public safety.

The distinguishing historic qualities and character of the building will not be damaged or destroyed. All existing wood windows at the upper floors will be retained and restored by Wooden Window in accordance with the Conditions Assessment report provided by Page and Turnbull on December 5, 2016. Of the windows that will require replacement, 47 require replacement of glazing on one or both sashes due to inappropriate replacement with Plexiglas or other damage. Although the proposal would remove historic fabric by replacing seven of the original wood windows with new windows comprised of clear glass and wood sashes, the replacement windows will accurately match the size, shape, and profiles of the original windows, ensuring that the distinguishing historic character of the building will not be damaged or destroyed. No other historic fabric is proposed to be removed as part of this proposal.

The proposed storefront window modification will replicate the historic fenestration pattern of the property, reintroducing a traditional layout with a transom and bulkhead to set an appropriate precedent for future alterations. The existing storefront designs include a four-over-three aluminum frame window with clipped upper corners that have no clear permit history, but are not present in the 1976 Survey image; and a metal system that mimics a traditional storefront design with a modular aluminum bulkhead, central display window, and an opaque transom system with a vent at the far right (north) corner. No historic fabric will be removed in the reconstruction of the storefronts.

In compliance with Article 11, and with the Secretary's Standards Rehabilitation Standards 2 and 5, the proposed work will retain distinguishing historic qualities and character of the building and will avoid alteration of spaces, features, and spatial relationships that characterize the property and surrounding district.

- (2) The integrity of distinctive stylistic features or examples of skilled craftsmanship that characterize a building shall be preserved.

The proposed window replacement work will not impact the integrity of any distinctive features or examples of skilled craftsmanship on the building or within the district. The existing wood windows that are in poor condition will be replaced with wood windows that match the historic conditions based on the existing original windows including matching the existing in size, profile, materials and finishes.

The proposed storefront design will not destroy any significant exterior materials as the storefront is a later alteration to the Mason Street frontage. The new design will be compatible with the historic property and surrounding district in size, scale, material, and character of the property and surrounding district. A contemporary aluminum frame sash will be used, although it will have a minimal depth and width, and be powder coated to minimize its visibility and the window design will replicate traditional proportions of the bulkhead, window and transom.

- (3) Distinctive architectural features which are to be retained pursuant Paragraph (1) but which are deteriorated shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material shall match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features shall be based on accurate duplication of features, substantiated by historic, physical or pictorial evidence, if available, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures. Replacement of non-visible structural elements need not match or duplicate the material being replaced.

The proposed work is limited to window repair where feasible and will only involve the replacement of windows as deemed necessary in the conditions assessment. The in-kind replacement of the irreparable windows is based on physical and photographic evidence and will not introduce conjectural designs or different architectural elements from other buildings or structures.

There is limited documentation of the original storefront design, but all new storefront features will replicate traditional storefront design with a consistent pattern and remove the non-historic windows.

- (4) Contemporary design of alterations is permitted, provided that such alterations do not destroy significant exterior architectural material and that such design is compatible with the size, scale, color, material and character of the building and its surroundings.

All historic residential windows will be restored and repaired as necessary in conformance with the provided conditions assessment report, retaining the greatest amount of historic material as possible. Where necessary, replacements will be comprised of clear glazing and wood sashes and matching the size, shape, profile and character of the historic windows that currently exist on the building. In-kind replacement of the irreparably damaged windows will not affect the integrity of distinctive features or craftsmanship that characterizes the contributing building.

The reconstruction of the storefronts at the ground story will not remove any historic material or character-defining features of the building.

- (5) All exterior alterations, including signage and awnings, shall be compatible with the character-defining features of the building and/or the historic district.

The proposal is found to be compatible with Appendix E of Article 11 of the Planning Code in terms of Massing, Composition, Scale, Materials, Detailing, and Ornamentation.

THE SECRETARY OF THE INTERIOR'S STANDARDS

Rehabilitation is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values. The Rehabilitation Standards provide, in relevant part(s):

- Standard 2:** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The proposal is to repair all historic windows at the upper residential levels; all necessary replacement windows will match the existing in size, texture, color, shape, massing and finish. These changes will not remove distinctive materials, nor irreversibly alter features that characterize the building.

The storefront replacement at the Mason Street (east) façade will remove non-historic materials to create a more compatible storefront design.

- Standard 3:** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

No proposed work shall add conjectural features to the subject property. The proposed storefront replacement will introduce a compatible yet contemporary design to the east ground story facade by using contemporary materials (powder-coated aluminum frame windows) in a traditional design.

Standard 5: Distinctive features, finishes, and construction techniques or examples of fine craftsmanship that characterize a property will be preserved.

The distinctive features and finishes of the building will be retained and preserved to the greatest extent possible. The scope of work will be limited to the repair and rehabilitation of the residential windows and replacement of a non-historic storefront.

Standard 6: Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

In accordance with the window assessment report prepared by Page & Turnbull, the proposed window treatment will repair all windows that remain adequately intact. All replacement features will match the existing in design, color, texture, and materials.

No documentary evidence exists for the original design of the historic storefronts. As such, the sponsor will install a simple powder-coated aluminum sash storefront system with features that mimic the historic design of the building date of construction, including a transom and solid bulkhead.

Standard 9: New additions, exterior alterations, or related new construction will not destroy historic materials and features that characterize the building. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

The proposed work will not destroy historic materials or features that characterize the building. The new storefront system will be differentiated from the old fabric in physical material properties and will be compatible in materials, features, size, scale, and finish.

PUBLIC/NEIGHBORHOOD INPUT

The Department has received three public inquiries for general information about the proposed project and was requested to hold a public hearing during the 20-day notification period to the Historic Preservation Commission for the Minor Permit to Alter. The primary concern referenced was the potential effect on the existing authorized 41 Residential Hotel units at the subject property. No concerns regarding the proposed window rehabilitation or storefront replacement were referenced in the request for a hearing.

ISSUES & OTHER CONSIDERATIONS

The attached Court Order dated September 12, 2017, stipulates that the property owner retain a Special Master and Receiver to oversee the completion of the project in a timely manner and that the property owner shall pay a rent differential for the prior tenants until the property is habitable at which point they have first right to reoccupy the property.

STAFF ANALYSIS

Staff has determined that the proposed work will be in conformance with the requirements of Article 11 and the *Secretary of Interior's Standards for Rehabilitation*. Proposed work will not damage or destroy distinguishing original qualities or character of the subject building. The overall proposal includes restoration of the historic windows and replacement of a non-historic storefront. Staff finds that the historic character of the building will be retained and preserved and will not result in the removal of historic fabric.

In order to ensure that details of the replacement GFRC units are consistent with the character and visual qualities of existing terra cotta cladding and that the units are installed appropriately, the Department recommends the following conditions of approval:

1. That prior to issuance of the Architectural Addendum, submittal of updated plans including a bulkhead section, material sample of the proposed grille, and transom details to shall require Planning Department Preservation Staff review and approval.
2. Prior to issuance of the Architectural Addendum, an on-site mock-up of the storefront, transom, and grille shall require review and approval by Planning Department Preservation Staff.

ENVIRONMENTAL REVIEW STATUS

The Planning Department has determined that the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") as a Class 1 (State CEQA Guidelines 15301 – Minor alteration of existing facilities with negligible or no expansion of use) Categorical Exemption because the project is an alteration of an existing structure and meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

PLANNING DEPARTMENT RECOMMENDATION

Planning Department staff recommends APPROVAL WITH CONDITIONS of the proposed project as it appears to meet the provisions of Article 11 of the Planning Code regarding Major Alteration to a Category I (Significant) Property and the *Secretary of the Interior Standards for Rehabilitation*.

ATTACHMENTS

Draft Motion
Parcel Map
Sanborn Map
Aerial Photo
Zoning Map
Site Photos
Minor Permit to Alter Application
Project Sponsor submittal, including:
- Drawings including elevations and details

**Major Permit to Alter
November 15, 2017**

**Case Number 2013.0254H
56 Mason Street**

- Page & Turnbull Window Conditions Assessment Report
- Photos of Existing Building

Court Statement of Decision dated January 4, 2017

Court Receivership Order dated September 12, 2017

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SAN FRANCISCO PLANNING DEPARTMENT

Historic Preservation Commission Draft Motion Permit to Alter MINOR ALTERATION

HEARING DATE: NOVEMBER 15, 2017

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
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415.558.6377

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Reviewed By Tim Frye - (415) 558-6625
tim.frye@sfgov.org

ADOPTING FINDINGS FOR A PERMIT TO ALTER FOR MINOR ALTERATIONS DETERMINED TO BE APPROPRIATE FOR AND CONSISTENT WITH THE PURPOSES OF ARTICLE 11, TO MEET THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION, FOR THE CATEGORY IV (CONTRIBUTING) PROPERTY LOCATED ON LOT 008 IN ASSESSOR'S BLOCK 0341. THE SUBJECT PROPERTY IS WITHIN A RC-4 (RESIDENTIAL-COMMERCIAL HIGH DENSITY) ZONING DISTRICT AND AN 80-T-120-T HEIGHT AND BULK DISTRICT.

PREAMBLE

WHEREAS, on March 5, 2013, Deilly Echeverri of Sinbordes Design ("Applicant") filed an application with the San Francisco Planning Department ("Department") for a Permit to Alter for an exterior restoration. The subject building is located on Lot 008 in Assessor's block 0341, a Category IV (Contributing) building historically known as the Bristol Hotel and locally designated under Article 11, Appendix E of the Planning Code. Specifically, the proposal includes restoration of 68 historic windows at the residential levels (2nd through 4th floors), replacement of seven (7) irreparable residential windows, and the replacement of a non-historic storefront system at the ground story of the Mason Street (east) façade.

WHEREAS, the Project was determined by the Department to be categorically exempt from environmental review. The Historic Preservation Commission (hereinafter "Commission") has reviewed and concurs with said determination.

WHEREAS, on November 15, 2017, the Commission conducted a duly noticed public hearing on Permit to Alter application No. 2013.0254H ("Project").

WHEREAS, in reviewing the application, the Commission has had available for its review and consideration case reports, plans, and other materials pertaining to the Project contained in the Department's case files, and has reviewed and heard testimony and received materials from interested parties during the public hearing on the Project.

MOVED, that the Commission hereby **APPROVES WITH CONDITIONS** the Permit to Alter, in conformance with the architectural plans dated July 31, 2017 and labeled Exhibit A on file in the docket for Case No. 2013.0254H based on the following findings:

CONDITIONS OF APPROVAL

- That prior to issuance of the Architectural Addendum, submittal of updated plans including a bulkhead section, material sample of the proposed grille, and transom details to shall require Planning Department Preservation Staff review and approval.
- Prior to issuance of the Architectural Addendum, an on-site mock-up of the storefront, transom, and grille shall require review and approval by Planning Department Preservation Staff.

FINDINGS

Having reviewed all the materials identified in the recitals above and having heard oral testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and also constitute findings of the Commission.
2. Findings pursuant to Article 11:

The Commission has determined that the proposed work is compatible with the exterior character-defining features of the subject property and meets the requirements of Article 11 of the Planning Code:

- That the seven new windows will match the existing in design, color, texture and finish;
- That the proposal respects the character-defining features of the subject building;
- That the architectural character of the subject building will be maintained and that replacement elements will not affect the building's overall appearance;
- That the integrity of distinctive stylistic features and examples of skilled craftsmanship that characterize the building shall be preserved; and,

- That all new materials shall match the historic material in composition, design, color, texture, finish and other visual qualities and shall be based on accurate duplication of features.

For these reasons, the proposal overall, is appropriate for and consistent with the purposes of Article 11, meets the standards of Article 1111.6 of the Planning Code and complies with the *Secretary of the Interior's Standards for Rehabilitation*.

3. **General Plan Compliance.** The proposed Permit to Alter is, on balance, consistent with the following Objectives and Policies of the General Plan:

I. URBAN DESIGN ELEMENT

THE URBAN DESIGN ELEMENT CONCERNS THE PHYSICAL CHARACTER AND ORDER OF THE CITY, AND THE RELATIONSHIP BETWEEN PEOPLE AND THEIR ENVIRONMENT.

GOALS

The Urban Design Element is concerned both with development and with preservation. It is a concerted effort to recognize the positive attributes of the city, to enhance and conserve those attributes, and to improve the living environment where it is less than satisfactory. The Plan is a definition of quality, a definition based upon human needs.

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

OBJECTIVE 2

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.5

Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

POLICY 2.7

Recognize and protect outstanding and unique areas that contribute in an extraordinary degree to San Francisco's visual form and character.

The goal of a Permit to Alter is to provide additional oversight for buildings and districts that are architecturally or culturally significant to the City in order to protect the qualities that are associated with that significance.

The proposed project qualifies for a Permit to Alter and therefore furthers these policies and objectives by maintaining and preserving the character-defining features of the subject property for the future enjoyment and education of San Francisco residents and visitors.

4. The proposed project is generally consistent with the eight General Plan priority policies set forth in Section 101.1 in that:

- A) The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

The proposed project will improve storefront transparency and help to activate and enhance neighborhood-serving businesses. The existing storefront has been vacant for approximately two years.

- B) The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

The proposed project will strengthen neighborhood character by respecting the character-defining features of the building in conformance with the Secretary of the Interior's Standards. Further, the proposed window replacement will ensure that the existing 41 Residential Hotel units in the building are adequately insulated and that the windows meet standard egress requirements, improving the safety and cultural and economic diversity of the surrounding neighborhood.

- C) The City's supply of affordable housing will be preserved and enhanced:

The project will improve the prior conditions of the existing affordable housing on-site by providing improved operability and insulation. Previously many of the windows had been filled in with plexi-glass to keep the elements out. All window restoration and replacement will meet present Code requirements.

- D) The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

The proposed project will not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking. The project proposes no change in the number of existing residential and tourist hotel rooms on-site.

- E) A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

The proposed project is located in the Tenderloin neighborhood and will not have any direct impact on the displacement of industrial and service sectors.

- F) The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

All construction will be executed in compliance with all applicable construction and safety measures.

- G) That landmark and historic buildings will be preserved:

The proposed project is in conformance with Article 11 of the Planning Code and the Secretary of the Interior's Standards.

- H) Parks and open space and their access to sunlight and vistas will be protected from development:

The proposed project will not impact the access to sunlight or vistas for the parks and open space.

5. For these reasons, the proposal overall, appears to meet the *Secretary of the Interior's Standards* and the provisions of Article 11 of the Planning Code regarding Major Alterations to Category I (Significant) buildings.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **GRANTS WITH CONDITIONS a Permit to Alter** for the property located at Lot 008 in Assessor's Block 0341 for proposed work in conformance with the architectural submittal dated July 31, 2017 and labeled Exhibit A on file in the docket for Case No. 2013.0254H.

APPEAL AND EFFECTIVE DATE OF MOTION: The Commission's decision on a Permit to Alter shall be final unless appealed within thirty (30) days after the date of this Motion No. XXXX. Any appeal shall be made to the Board of Appeals, unless the proposed project requires Board of Supervisors approval or is appealed to the Board of Supervisors as a conditional use, in which case any appeal shall be made to the Board of Supervisors (see Charter Section 4.135). For further information, please contact the Board of Appeals in person at 1650 Mission Street, (Room 304) or call (415) 575-6880.

Duration of this Permit to Alter: This Permit to Alter is issued pursuant to Article 11 of the Planning Code and is valid for a period of three (3) years from the effective date of approval by the Historic Preservation Commission. The authorization and right vested by virtue of this action shall be deemed void and canceled if, within 3 years of the date of this Motion, a site permit or building permit for the Project has not been secured by Project Sponsor.

THIS IS NOT A PERMIT TO COMMENCE ANY WORK OR CHANGE OF OCCUPANCY UNLESS NO BUILDING PERMIT IS REQUIRED. PERMITS FROM THE DEPARTMENT OF BUILDING INSPECTION (and any other appropriate agencies) MUST BE SECURED BEFORE WORK IS STARTED OR OCCUPANCY IS CHANGED.

I hereby certify that the Historical Preservation Commission ADOPTED the foregoing Motion on November 15, 2017.

Jonas P. Ionin
Commission Secretary

AYES:

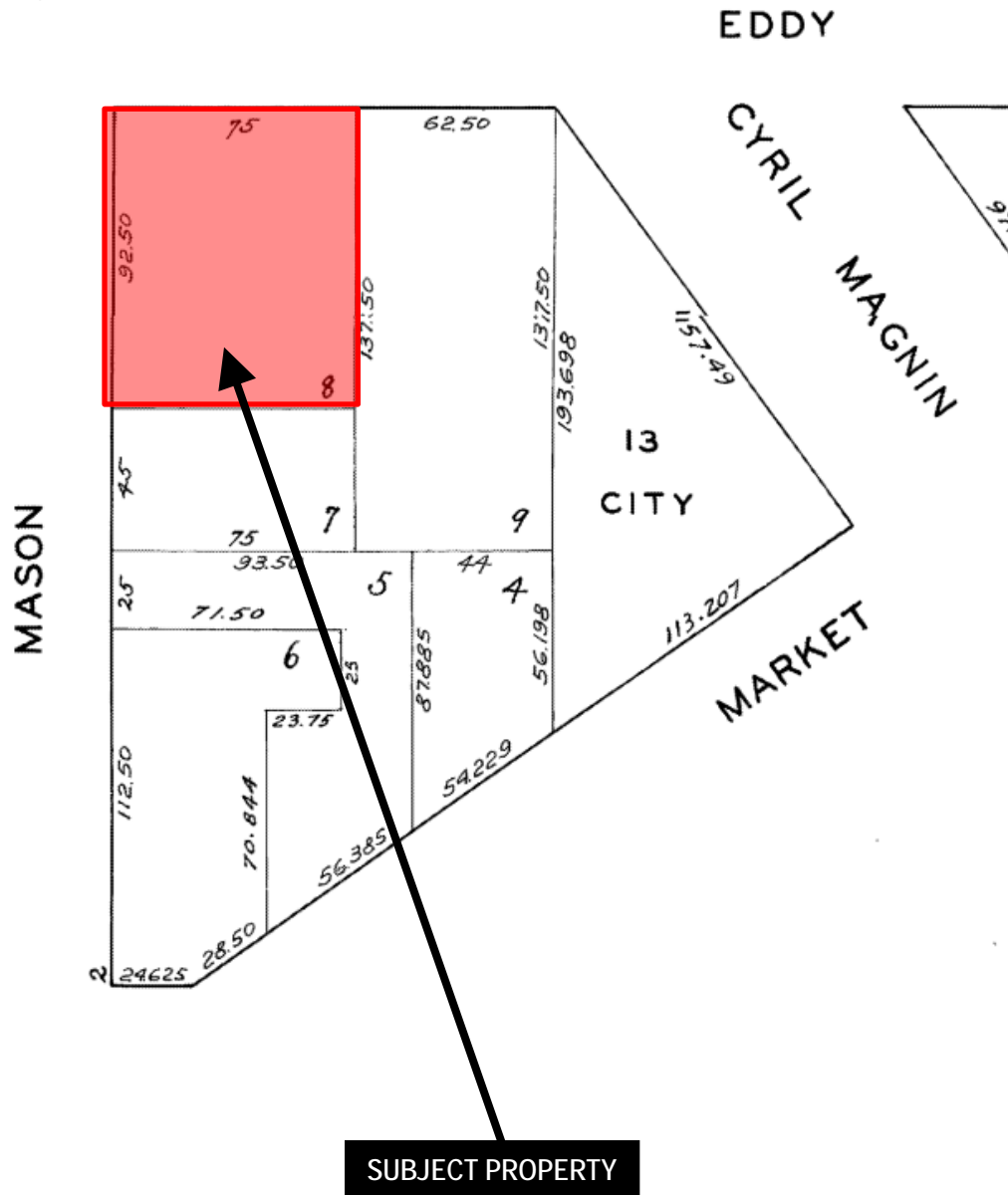
NAYS:

RECUSED:

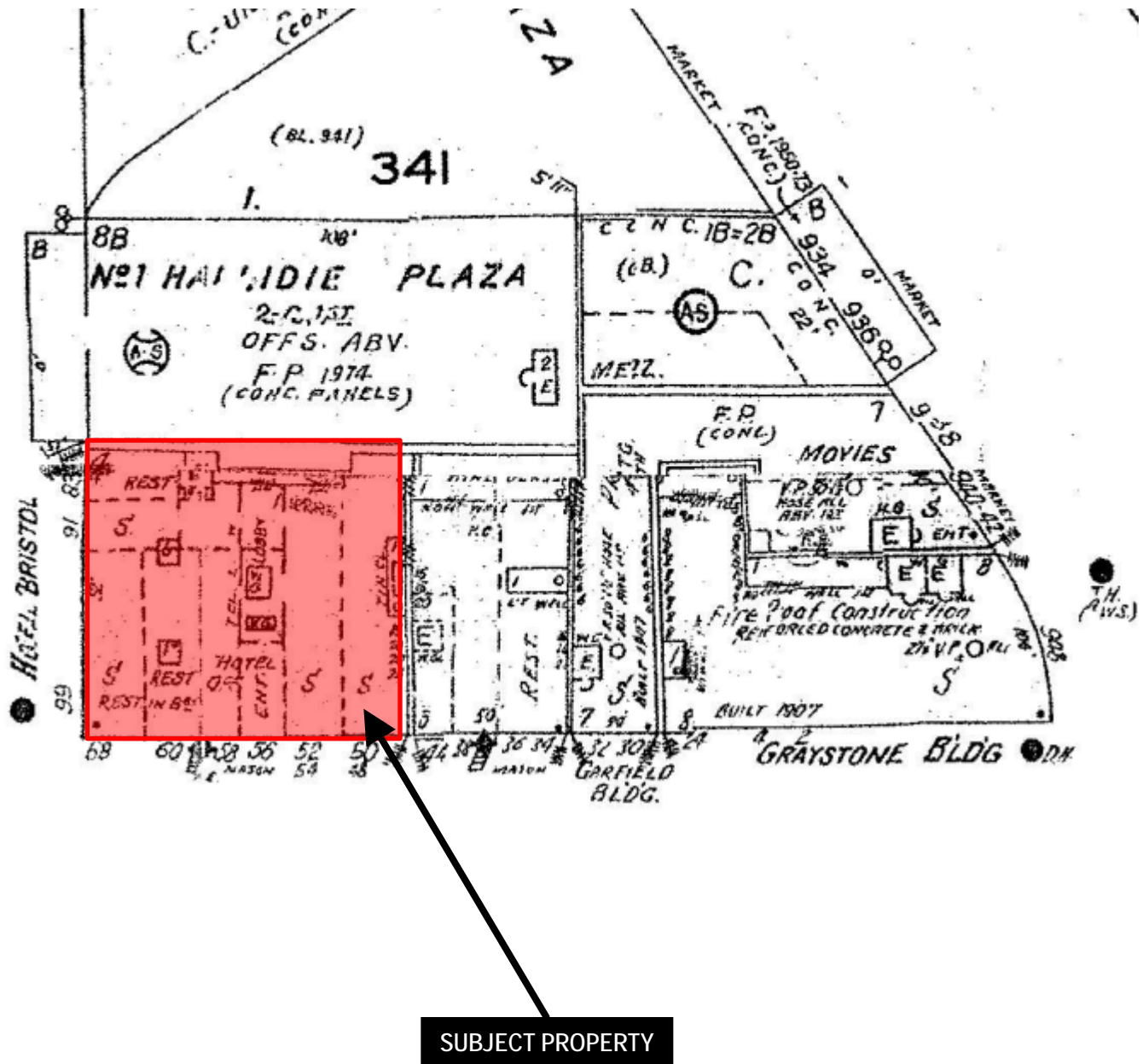
ABSENT:

ADOPTED: November 15, 2017

Parcel Map



Sanborn Map*

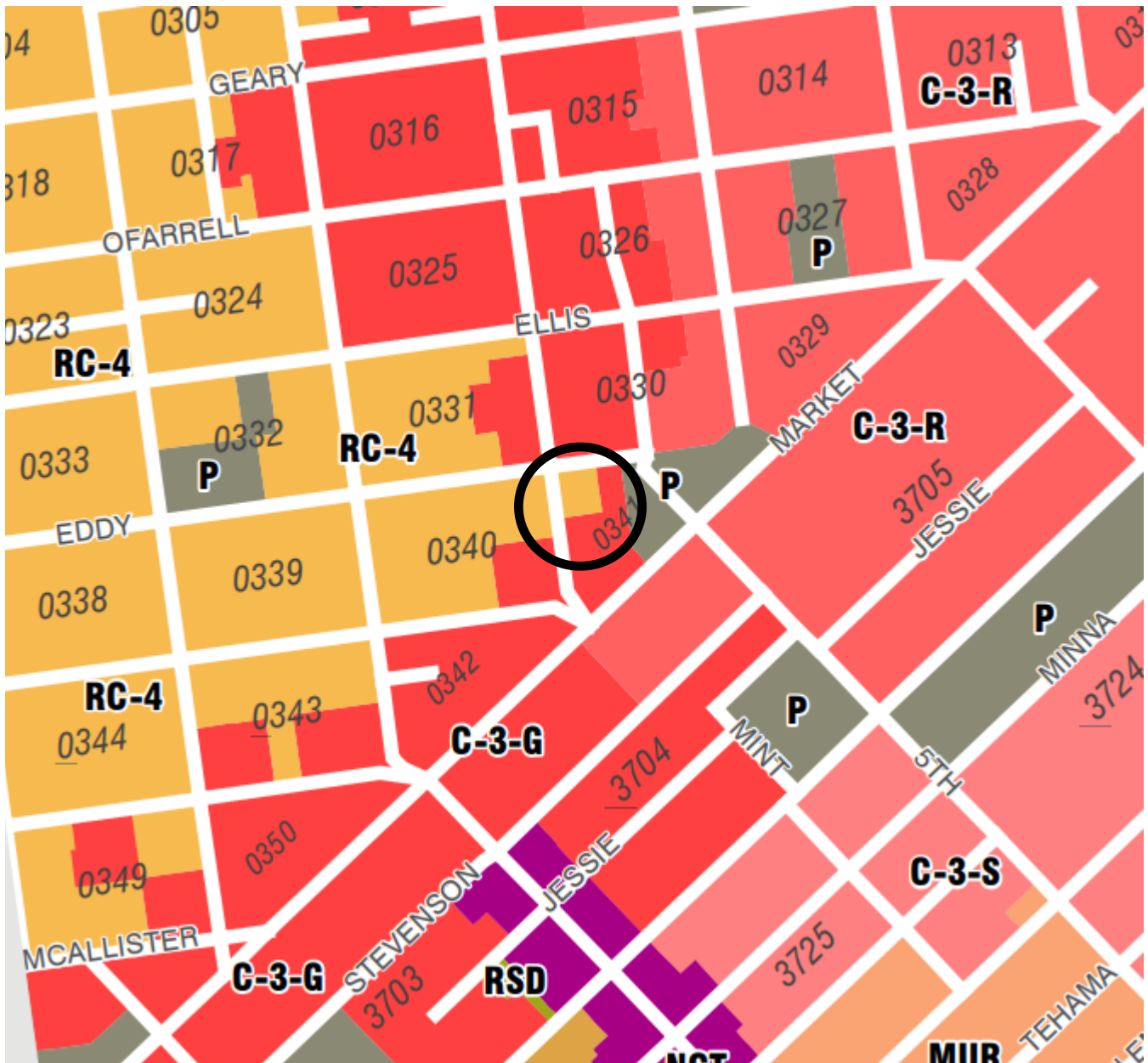


**The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.*



Permit to Alter Hearing
Case Number 2013.0254H
 56 Mason Street
 Block 0341 Lot 008

Zoning Map



Permit to Alter Hearing
Case Number 2013.0254H
56 Mason Street
Block 0341 Lot 008

Aerial Photo (looking east)



SUBJECT PROPERTY

Permit to Alter Hearing
Case Number 2013.0254H
56 Mason Street
Block 0341 Lot 008

Site Photo

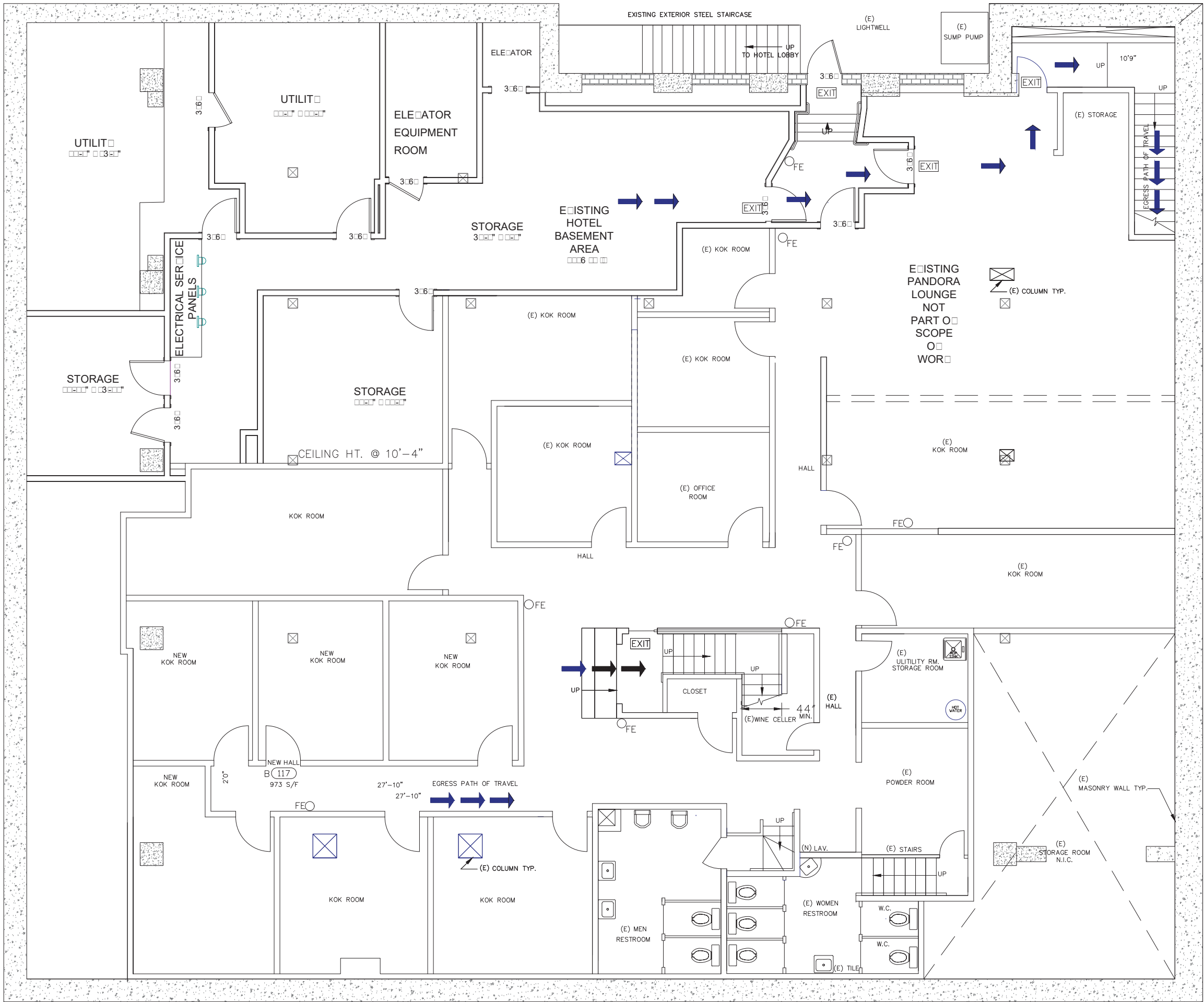


Permit to Alter Hearing
Case Number 2013.0254H
56 Mason Street
Block 0341 Lot 008

Historic Photo



Permit to Alter Hearing
Case Number 2013.0254H
56 Mason Street
Block 0341 Lot 008



NOTE: NO WORK IS PROPOSED AT UPPER LEVELS UNDER THIS PERMIT. ONLY STORE FRONT AND WINDOW RESTORATION

SHEET TITLE: EXISTING BASEMENT PLAN HOTEL & LOUNGE AREA ONLY FOR REFERENCE & EGRESS	
DRAWN BY: Deilly E	APPROVED BY: SM
DATE: 7/06/2017	DATE: 7/06/2017
SCALE: 1"=1'-0"	SCALE: 1"=1'-0"
IN CHARGE: Deilly E	REV.:

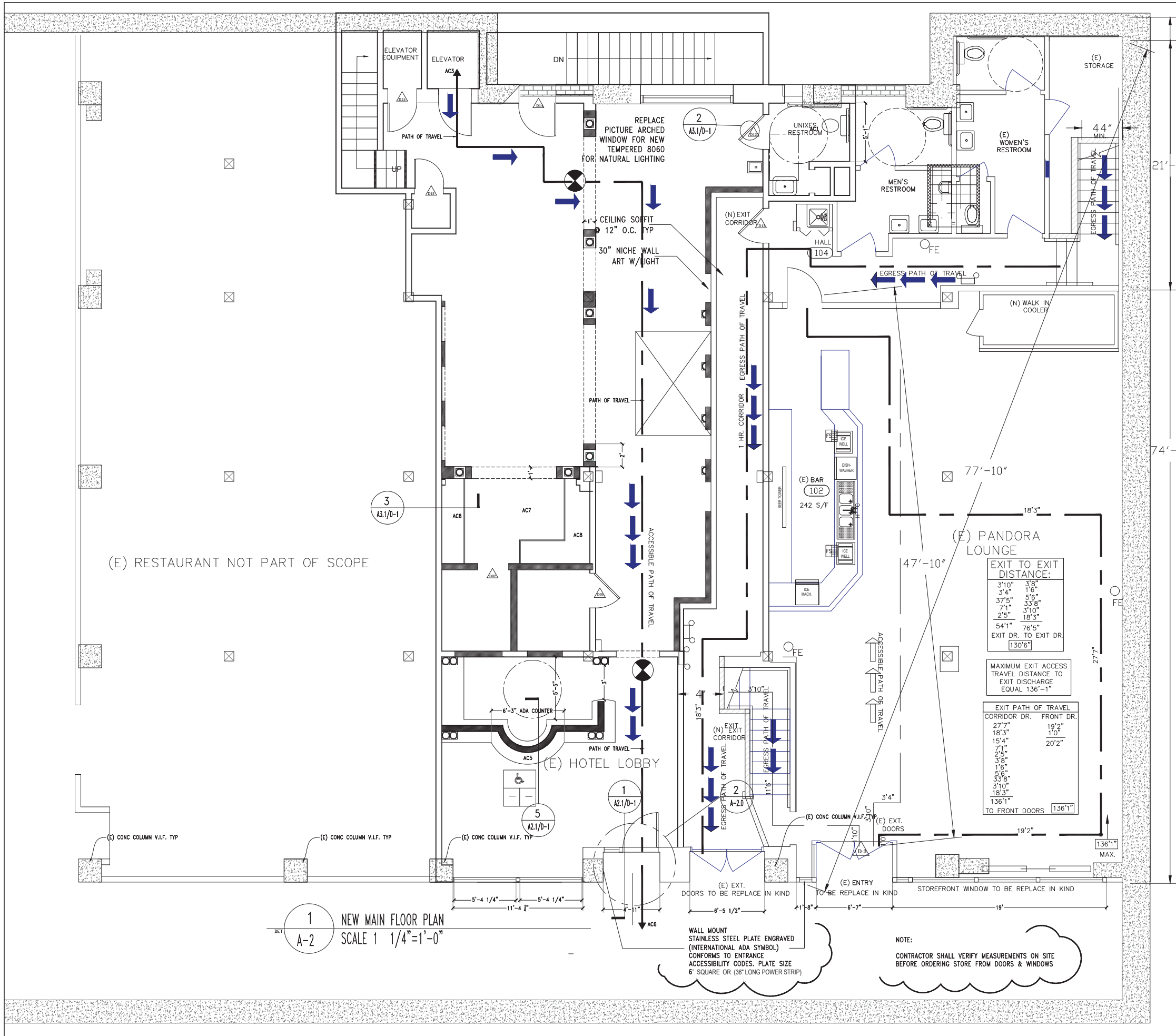
REPLACE IN KIND WINDOWS, WINDOWS REPAIR, RESTORE WINDOWS & NEW STOREFRONT DESIGN @ MASON STREET FACADE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE & TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS TO MATCH DE EXISTING @ 56 MASON ST.

sinborpes design
CAD, ARCHITECTURE AND COMMERCIAL DESIGN
707-399-0204, 415-672-4484 FAX: 1-888-311-9964
LIC. NO. 95317
EXPIRATION DATE 3/19

PROJECT NO.
08-8181.231

SHEET 1-1

A-1.0



LEGEND

- EXISTING INTERIOR WALLS TO REMAIN
- NEW INTERIOR WALLS W/ 3/8" G.B.D TYPE "X"
- INTERIOR WINDOWS & DOORS TO BE REMOVED
- INTERIOR WALLS TO BE REMOVED @ ALL FLOORS NOTED ON PLANS

NOTE #1- EXIT DOOR MUST BE OPENABLE FROM INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT

NOTE #2- DOORS SHALL BE SELF CLOSER, RATING LABEL TO REMAIN VISIBLE ON HINGED EDGE OF DOOR..

NOTE #3- PAINT & LABEL EXTERIOR SIDE OF REAR EXIT DOOR PER WALL REQUIREMENTS.

NOTE #5- ALL DOOR HARDWARE SHALL BE THE LEVER OR PUSH TYPE, MOUNTED 30" TO 44" ABOVE THE FLOOR & BE OPERABLE WITH A MAX. EFFORT OF 8.5 LBS. FOR EXTERIOR DOORS & SLSS. FOR INTERIOR DOORS

NOTE: NO WORK IS PROPOSED AT UPPER LEVELS UNDER THIS PERMIT.
ONLY STORE FRONT AND WINDOW RESTORATION

SHEET TITLE: EXISTING/DEMOLITION NEW FLOOR PLAN DIMENSIONS

APPROVED BY: BJ

DATE:

IN CHARGE: Deilly E

REV. REV. REV.

REPLACE IN KIND WINDOWS, WINDOWS REPAIR, RESTORE WINDOWS & NEW STOREFRONT DESIGN @ MASON STREET FACADE

72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE # TURNBULLS REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS TO MATCH DE EXISTING @ 56 MASON ST.

sinborpes design

CAD PREPARED BY AND COMPILED BY: VACAVILLE, CA 94606 707-399-0200, 415-672-4884 SINBORDSDSIGN@GMAIL.COM

REGISTERED PROFESSIONAL ENGINEER

PROJECT NO. 08-8181.231

SHEET 1-2

A-2

JURISDICTION: CITY AND COUNTY OF SAN FRANCISCO
BUILDING CODE: 2016 CALIFORNIA BUILDING CODE ADMMENDMENTS
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA PLUMBING CODE
2006 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE & ALL RELATED
2016 SAN FRANCISCO BUILDING CODE ORDINANCES
OF THE CITY & COUNTY OF SAN FRANCISCO

NUMBER		WINDOW SCHEDULE				
		LABEL	QTY	FLOOR	WIDTH	HEIGHT
W01	FIRE SCAPE W.	3060 SC	3		36" SC	72" SC
			3			
			3			
W02	MAIN (ENTRY)	1068 FX	1	3	11 1/2"	79 1/2"
W04	MAIN (ENTRY)	4630FX	1	3	54"	36"
W05		2750DH	3			60"
W06		2860DH	4	3	32"	72"
W08		2750DH	1	3	30"	60"
W10		2960DH	4	3	33"	72"
W12		3040DH	8	3	36"	48"
W13		3060DH	3		36"	72"
W16		4460DH	1	3	52"	72"
W17		4660DH	2		54"	72"
W18		5860DH	1		57"	72"
D-1	MAIN DOOR HOTEL	3070	1		38"	86"
DESCRIPTION		NOTE				
DOUBLE HUNG		REPAIR AND RESTORE				
FIXED GLASS		72 OF THE 75				
		STREET-FACING WINDOWS.				
		SEE REPORT ANALYSIS OF				
		PAGE & TURNBULL ON				
		SHEETS A-4-4, A-4.5,				
		A-4.6, A-4.7 & A-4.8 FOR				
		REPAIRS & DETAILS				



1 NEW 3RD FLOOR PLAN W/WINDOW SCHEDULE
W-2 SCALE 1 1/4"=1'-0"

SHEET TITLE:

NEW 3RD FLOOR PLAN & WINDOW SCHEDULES

APPROVED BY:

DL

DATE:

DRAWN BY:

Deilly E

CHECKED BY:

DL

IN CHARGE:

Deilly E

REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE &
TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS
TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.

CAD PREPARED BY AND COMMERCIAL ARTIST

SINBORDES

DESIGN

3000 W. 14TH AVE

SAN FRANCISCO, CA 94114

707.599.0200 • 415.672.4484

SINBORDESDESIGN@GMAIL.COM

REGISTERED PROFESSIONAL ARCHITECT

SERGEI M. MARCHENKO

NO. 0049829

EXP. 3/19

STATE OF CALIFORNIA

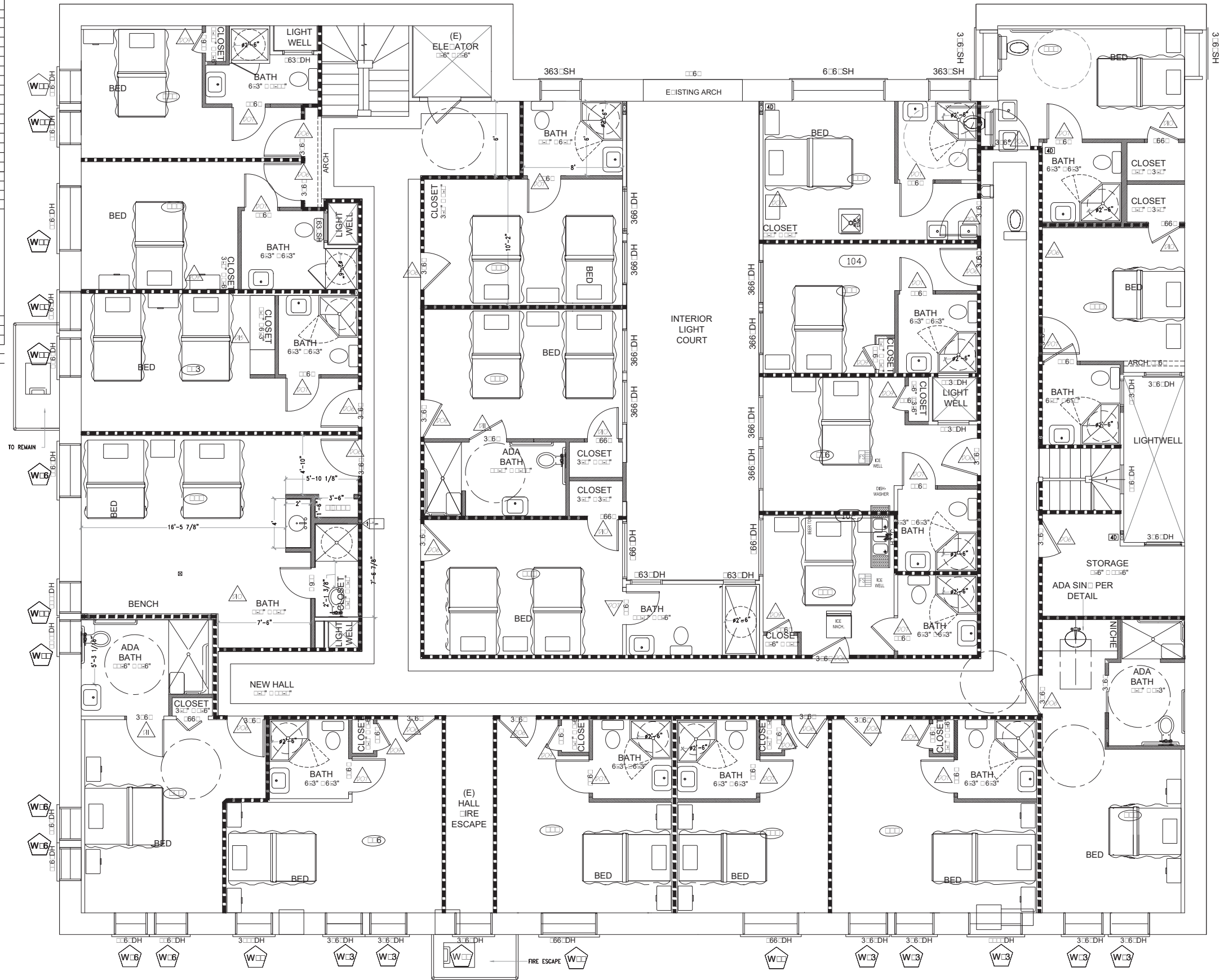
PROJECT NO.

08-8181.231


SHEET 1-15

-2

NUMBER		WINDOW SCHEDULE				
		LABEL	QTY	FLOOR	WIDTH	HEIGHT
W01		FIRE SCAPE W.	3060 SC	4 3 1 4 4		36" SC 72" SC
W002		MAIN (ENTRY)	1068 FX	4 1	11 1/2"	79 1/2"
W04		MAIN (ENTRY)	4630FX	1/2	54"	36"
W05			2750DH	4		60"
W06			2860DH	4	32 "	72 "
W08			2750DH	1/2	30 "	60 "
W10			2960DH	4 4	33 "	72 "
W12			3040DH	1/2 8	36 "	48 "
W13			3060DH	4 4	36 "	72 "
W16			4460DH	1	52 "	72 "
W17			4660DH	2	54 "	72 "
W18			5860DH	1	57"	72 "
D-1		MAIN DOOR HOTEL	3070	ALUMINUM	38"	86"
DESCRIPTION		NOTE				
DOUBLE HUNG		REPAIR AND RESTORE				
FIXED GLASS		72 OF THE 75				
		STREET-FACING WINDOWS.				
		SEE REPORT ANALYSIS OF				
		PAGE & TURNBULL ON				
		SHEETS A-4-4, A-4-5,				
		A-4.6, A-4.7 & A-4.8 FOR				
		REPAIRS & DETAILS				



1 NEW 4RD FLOOR PLAN W/WINDOW SCHEDULE
W-3 SCALE 1 1/4"=1'-0"

 <p>SINBORPES DESIGN 440 PASCADENAS AVE. COMMERCIAL DESIGN 707-394-0204 415-672-4486 707-394-0204 415-672-4486 SINBORDESIGN@GMAIL.COM</p>	<p>REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE 72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE & TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.</p>		<p>DRAWN BY: Deilly E</p>		<p>APPROVED BY: DL</p>		<p>SHEET TITLE:</p> <p>NEW 4RD FLOOR PLAN & WINDOW SCHEDULES</p>
			<p>CHECKED BY: DL</p>		<p>DATE:</p>		
			<p>IN CHARGE: Deilly E</p>		<p>REV.</p>		
					<p>REV.</p>		
<p>PROJECT NO. 08-8181231</p>		<p>SHEET 1-5</p>					



1
A-4
EXISTING FRONT ELEVATION
SCALE 1 1/4"=1'-0"

EXISTING WINDOWS TO BE REPAIRED
PER REPORT FROM PAGE &
TURNBULL
SEE SHEETS A-4.4,A-4.5,A-4.6,&
A-4.7

(EXISTING WINDOW TO BE
REPLACE AND MEET THE
HISTORICAL REQUIREMENTS
& MATERIAL SHOULD BE
DARK MATTE FINISHED
METAL.)

(EXISTING WINDOW TO BE
REPLACE IN KIND AND
MEET THE HISTORICAL
REQUIREMENTS & MATERIAL
SHOULD BE DARK MATTE
FINISHED METAL.)



PROJECT NO.
08-8181.231
SHEET 1-15

A-4

REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE &
TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS
TO MATCH DE EXISTING @ 56 MASON ST., SAN FRANCISCO CA.

SHEET TITLE:

EXISTING FRONT
ELEVATION

APPROVED BY:

BJ

DATE:

BJ

REV.

REV.

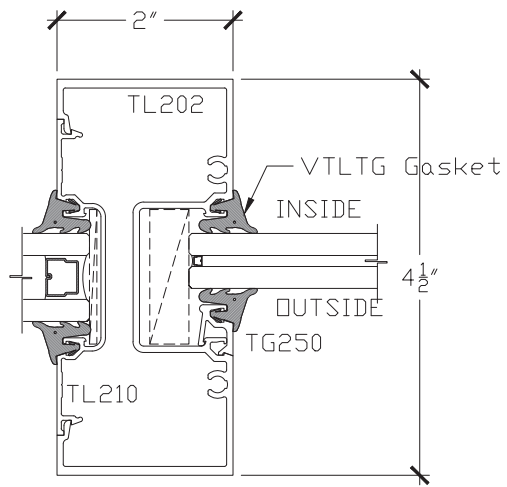
REV.

DRAWN BY:

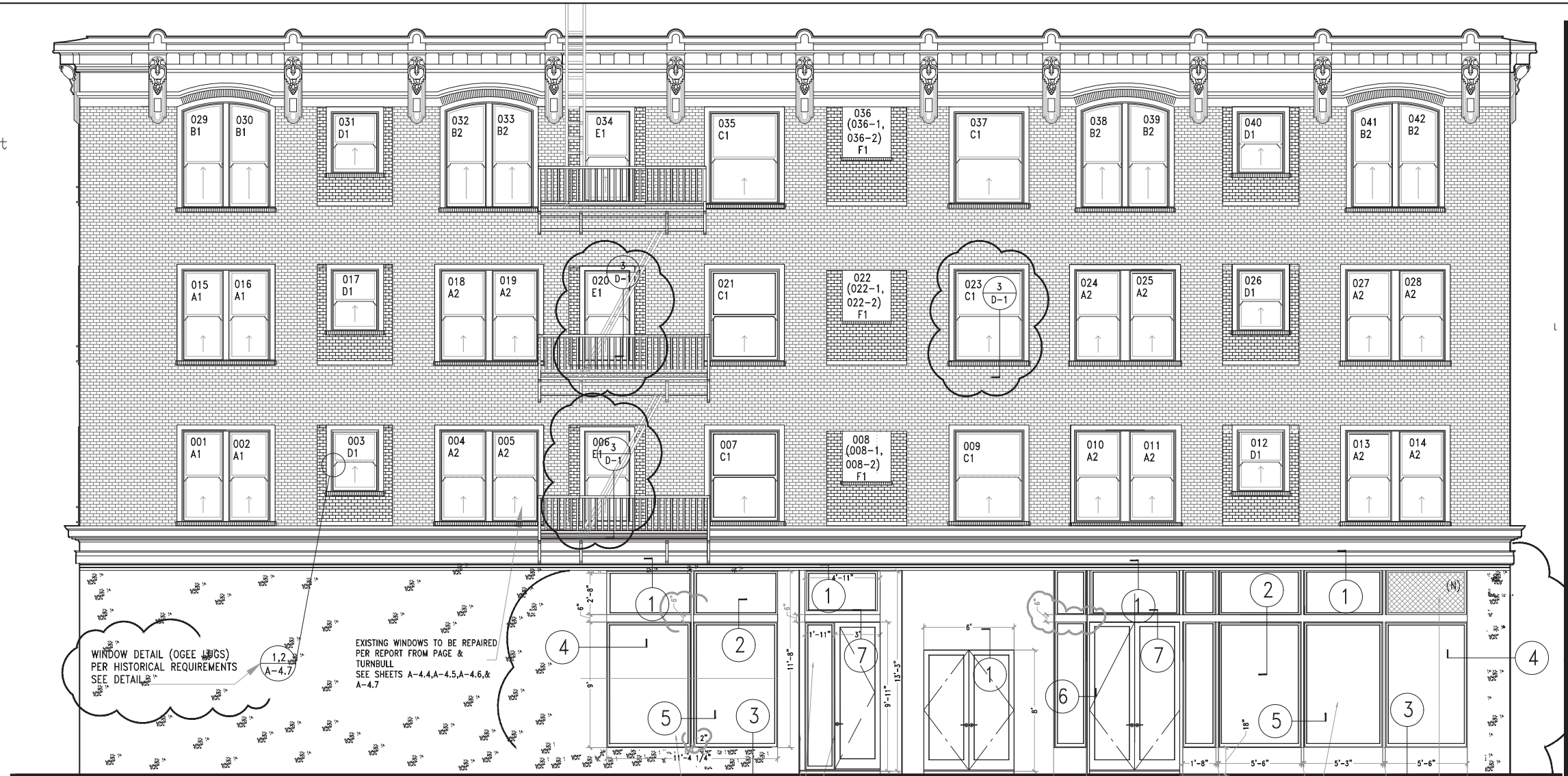
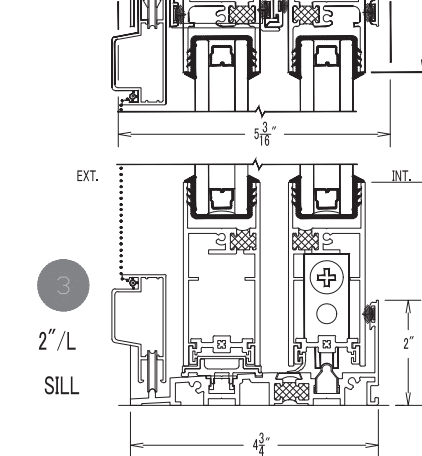
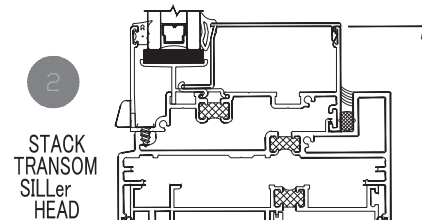
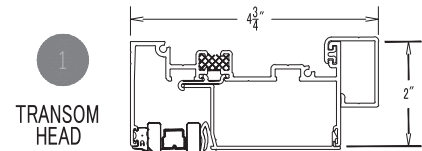
Deilly E

CHECKED BY:

Deilly E



5 INTERMEDIATE VERTICAL w/ADAPTOR AND GLASS OPTION



WINDOW DETAIL (OGEE LOGS) PER HISTORICAL REQUIREMENTS SEE DETAIL A-4.7

EXISTING WINDOWS TO BE REPAIRED PER REPORT FROM PAGE & TURNBULL SEE SHEETS A-4.4, A-4.5, A-4.6, & A-4.7

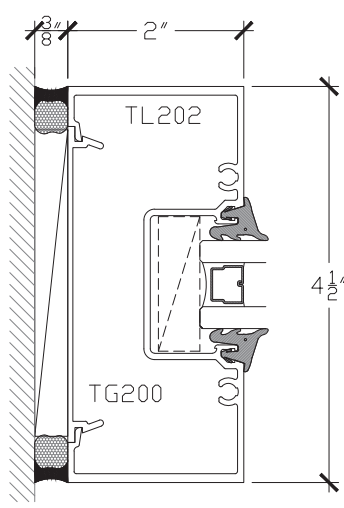
1 NEW FRONT ELEVATION SCALE 1 1/4"=1'-0"

THE WINDOW & DOORS FRAMING SHOULD BE POWDER-COATED

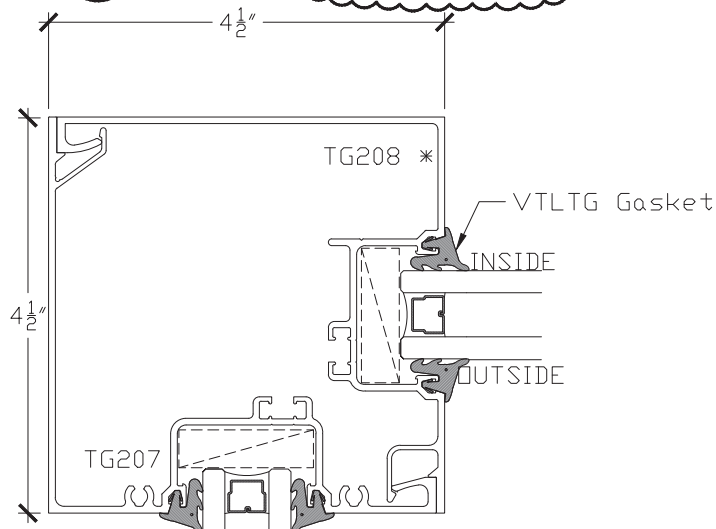
SEE KEY NOTES ON ELEVATION THE WINDOWS TO BE REPLACED (020, 023, 007) & NEW STOREFRONT WINDOW AND ENTRY BULKHEAD MATERIAL AT BOTH NEW STOREFRONTS.

STORE FRONT TO BE REPLACE

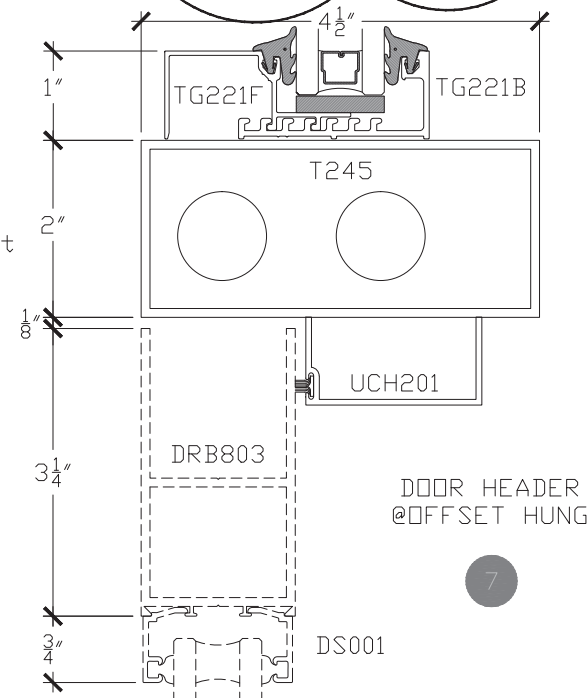
DECORATIVE GRILLE SHOULD BE INSTALLED THAT IS PAINTED TO MATCH THE WINDOW FRAMING.



4 WALL JAMB



6 90° CORNER SCREW RACE ASSEMBLY



7

SHEET TITLE:
NEW FRONT ELEVATION

APPROVED BY: BJ
DATE: 5.05.2017
REV. REV.
DRAWN BY: Deilly E
CHECKED BY: BJ
NCHARGE: Deilly E

REPLACE STORE FRONT & WINDOW REPAIR & RESTORE 72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE & TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.

SINBORDS DESIGN
CAD, ARCHITECTURAL AND COMMERCIAL DESIGN
VACAVILLE, CA 94966
707-399-0200, 415-672-4484
SINBORDSDESIGN@GMAIL.COM

REGISTERED PROFESSIONAL ARCHITECT
SINBORDS DESIGN
NO. 004829
EXP. 3/18
CIVIL
STATE OF CALIFORNIA

PROJECT NO.
08-8181.231
SHEET 1-15

A-4.1

EXISTING WINDOWS TO BE REPAIR
PER REPORT FROM PAGE &
TURNBULL
SEE SHEETS A-4.4,A-4.5,A-4.6,&
A-4.7



1
A-4.2 EXISTING SIDE ELEVATION
SCALE 1 1/4"=1'-0"

JURISDICTION: CITY AND COUNTY OF SAN FRANCISCO
BUILDING CODE:
2016 CALIFORNIA BUILDING CODE ADMENDMENTS
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE & ALL RELATED
2010 SAN FRANCISCO BUILDING CODE ORDINANCES
OF THE CITY & COUNTY OF SAN FRANCISCO

SHEET TITLE:
EXISTING SIDE
ELEVATION

APPROVED BY: B.J.
DATE:
DRAWN BY: Deilly E
CHECKED BY: B.J.
IN CHARGE: Deilly E
REV. REV. REV.

REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE &
TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS
TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.

CAD PREPARED AND COMMERCIAL DESIGN
SINBOPDES
VACAVILLE, CA 94906
707-399-0200, 415-672-4484
SINBOPDESIGN@GMAIL.COM



PROJECT NO.
08-8181.231
SHEET 1-15

A-4.2

WINDOW DETAIL (OGEE LUGS) SHOULD BE APPLY TO THE NEW WINDOWS PER HISTORICAL REQUIREMENTS.

EXISTING WINDOWS TO BE REPAIR PER REPORT FROM PAGE & TURNBULL SEE SHEETS A-4.4,A-4.5,A-4.6,& A-4.7



1 NEW SIDE ELEVATION
SCALE 1 1/4"=1'-0"

JURISDICTION: CITY AND COUNTY OF SAN FRANCISCO
BUILDING CODE:
2016 CALIFORNIA BUILDING CODE ADMENDMENTS
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE & ALL RELATED
2016 SAN FRANCISCO BUILDING CODE ORDINANCES
OF THE CITY & COUNTY OF SAN FRANCISCO

SHEET TITLE: NEW SIDE ELEVATION		APPROVED BY: DL		DATE:	
DRAWN BY: Deilly E		CHECKED BY: DL		REV.	
N CHARGE: Deilly E		REV.		REV.	

REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE &
TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS
TO MATCH DE EXISTING @ 56 VASON ST. SAN FRANCISCO CA.

SINBORDES
ARCHITECTS
707-399-1200 415-672-4884
SINBORDESDESIGN@GMAIL.COM

REGISTERED PROFESSIONAL ARCHITECT
SERGIO MAYOR
NO. 0040929
EXP. 3/19
CIVIL
STATE OF CALIFORNIA

PROJECT NO.
08-8181.231

SHEET 1-15

A-4.3

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
018/019		Feather operable	WINDOW FRAME ASSEMBLY (018/019)		All mulling missing
			FRAME HEAD	2/2	Heavy paint, some failures, some chips separating
			FRAME SILL	2	Half damaged
			FRAME JAMB	2/2	Stop damaged but functional
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1-2	Heavy paint + failures
			FRAME SILL	2	Dispersed paint, and wood deterioration @ edge
			FRAME JAMB	1-2	Heavy paint
			UPPER GLASS		
			TOP SILL	1-2	Minor latch damage + heavy paint
			NOTTOP SILL	1-2	
			LEFT STILE	2/2/2	018 - Submer holes + heavy paint; 019 - Heavy paint
			RIGHT STILE	2/2	Deteriorated exterior stops and outer face of frame
			LOWER GLASS		
			TOP SILL	2/2	018 - Damage upper left + separation @ joints; 019 - Separation @ joints + minor damage
			NOTTOP SILL	2/2	Heavy paint + dirty, possibility of damage @ bottom edge near joint
			LEFT STILE	2/2	Exterior stops deteriorated, minor damage, splitting, and separation of top
			RIGHT STILE	2/2	Same as Left Stile
			UPPER GLASS	2/2/-	018 - small crack in glass; 019 - replaced with plate
			LOWER GLASS	-/-/-	Both replaced with plate, both cracked
			GLASSWORK		
			SPH-HIGHGLTS	4	Presumed present
			SPH-CORROCHWNS	12/1/PA/12/1/PA	1, painted but intact
			SPH-LFT	2/2	
			PLAST	2/2	
			LATCH	2/2	019 present but inoperable

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE A2
24 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
020		Inoperable from interior - Stacked up	WINDOW FRAME ASSEMBLY		
			FRAME HEAD		
			FRAME SILL		
			FRAME JAMB		
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD		
			FRAME SILL		
			FRAME JAMB		
			UPPER GLASS		
			TOP SILL		
			NOTTOP SILL		
			LEFT STILE		
			RIGHT STILE		
			LOWER GLASS		
			TOP SILL		
			NOTTOP SILL		
			LEFT STILE		
			RIGHT STILE		
			UPPER GLASS		
			LOWER GLASS		
			GLASSWORK		
			SPH-HIGHGLTS		
			SPH-CORROCHWNS		
			SPH-LFT		
			PLAST		
			LATCH		

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE E1
25 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
021			WINDOW FRAME ASSEMBLY		All mulling missing
			FRAME HEAD	2	Half missing beyond stop toward interior
			FRAME SILL	X	
			FRAME JAMB	X	
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1-2	
			FRAME SILL	2-2	Raised grain + areas of deterioration/interior rot
			FRAME JAMB	2-2	Heavily deteriorated, starting toward joint
			UPPER GLASS		
			TOP SILL	2	
			NOTTOP SILL	2	Frame badly deteriorated + cracked, but wood appears sound
			LEFT STILE	2-2	Some holes + soft spots
			RIGHT STILE	2	
			LOWER GLASS		
			TOP SILL		Flaking
			NOTTOP SILL		
			LEFT STILE		
			RIGHT STILE		
			UPPER GLASS		
			LOWER GLASS		Replaced with plate
			GLASSWORK		
			SPH-HIGHGLTS	4	Presumed present
			SPH-CORROCHWNS	N/A	L missing, R broken
			SPH-LFT	X	
			PLAST	2	
			LATCH	X	

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE C1
26 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
022-1/022-2		8 side operable, divided by wall; heavy paint most elements	WINDOW FRAME ASSEMBLY (022-1/022-2)		Interior mulling missing
			FRAME HEAD	2/2	Half missing
			FRAME SILL	X/X	
			FRAME JAMB	2/2	Both - Heavy paint, rough texture, parts missing; 022-1 - L stop damaged, R stop missing
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1-2/1	022-2 - Some falling paint
			FRAME SILL	1-2/1/2	Both - Raised grain + old paint
			FRAME JAMB	1-2/1/2	Both - Heavy paint; 022-1 - Heavy paint
			UPPER GLASS		
			TOP SILL	1-2	Heavy paint
			NOTTOP SILL	1-2/1/2	Both - Heavy paint and dirty
			LEFT STILE	1-2/1/2	Heavy paint and dirty
			RIGHT STILE	1-2/1/2	Heavy paint and dirty
			LOWER GLASS		
			TOP SILL	1-2/1/2	Simple, non-original, possibly early, basement replacement
			NOTTOP SILL	1-2/2	022-1 - Paint failure and possible deterioration; L side exterior
			LEFT STILE	1-2/1/2	022-1 - Paint failure and minor separation at bottom near rail
			RIGHT STILE	1-2/2	022-1 - approx 2" wider hole at top near joint, paint failure and minor separation at bottom end
			UPPER GLASS	2/2/2	White glass, heavy paint, no cracks; 022-1 - side near glass, unpainted, no cracks
			LOWER GLASS	1/2/2	Only has no cracks; 022-1 - side near glass, unpainted, no cracks
			GLASSWORK		
			SPH-HIGHGLTS	4/4	
			SPH-CORROCHWNS	X/2/2/3	
			SPH-LFT	X/1/2	Heavy paint
			PLAST	2/2	
			LATCH	X/2	

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE F1
27 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
023		Window missing frame deteriorated	WINDOW FRAME ASSEMBLY		
			FRAME HEAD		
			FRAME SILL		
			FRAME JAMB		
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD		
			FRAME SILL		
			FRAME JAMB		
			UPPER GLASS		
			TOP SILL		
			NOTTOP SILL		
			LEFT STILE		
			RIGHT STILE		
			LOWER GLASS		
			TOP SILL		
			NOTTOP SILL		
			LEFT STILE		
			RIGHT STILE		
			UPPER GLASS		
			LOWER GLASS		
			GLASSWORK		
			SPH-HIGHGLTS		
			SPH-CORROCHWNS		
			SPH-LFT		
			PLAST		
			LATCH		

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE C1
28 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
023-024		Feather Operable - about 40% heavy paint on most elements	WINDOW FRAME ASSEMBLY (023-024)		All mulling except dead
			FRAME HEAD	1-2	Heavy paint and some latch damage to head
			FRAME SILL	2-2	Apron damaged, other sound
			FRAME JAMB	2/2	023 - Non-original stop @ L side, minor damage to R stop; 024 - L side stop split halfway up
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1/1/1	
			FRAME SILL	2/2	Apron grain and minor checking
			FRAME JAMB	1-2/1/2	Heavy paint but sound; 023 - some failures + broken @ L side
			UPPER GLASS		*Inoperable from interior - photo survey from exterior
			TOP SILL	1/1/1	Heavy, falling paint, but otherwise appears sound
			NOTTOP SILL	1-2/1/2	Both heavy paint and cracks at exterior side
			LEFT STILE	2/2	Same as R
			RIGHT STILE	2/2	Same as R
			LOWER GLASS		
			TOP SILL	2/2	023 - Minor damage upper L
			NOTTOP SILL	2/2	Deterioration at exterior, interior sound
			LEFT STILE	2/2	Exterior deterioration @ stops
			RIGHT STILE	2/2	Exterior deterioration @ stops; 024 - Heavy crack at interior
			UPPER GLASS	1-2/1/2	Apron's original, dirty with some overpaint
			LOWER GLASS	1-2/1/2	024 - may be thick plate
			GLASSWORK		
			SPH-HIGHGLTS	4/4	Presumed present, unconfirmed
			SPH-CORROCHWNS	2/2/2/4	024 - L, lead broken
			SPH-LFT	2/2	
			PLAST	2/2	
			LATCH	2/2	024 - Catch broken

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE A2
29 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
026		Window inoperable, heavy paint most elements	WINDOW FRAME ASSEMBLY		All interior mulling missing
			FRAME HEAD	1-2	
			FRAME SILL	X	
			FRAME JAMB	2	Flower damage to stops
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1	Photo survey from street
			FRAME SILL	X	
			FRAME JAMB	1-2	No obvious issues except mulling
			UPPER GLASS		
			TOP SILL	1-2	Minor latch damage at top
			NOTTOP SILL	1-2	
			LEFT STILE	1-2	
			RIGHT STILE	1-2	
			LOWER GLASS		
			TOP SILL	1-2	possibly some raised grain as seen through photo survey on exterior
			NOTTOP SILL	1-2	
			LEFT STILE	1-2	
			RIGHT STILE	1-2	
			GLASSWORK		
			SPH-HIGHGLTS	4	Presumed present
			SPH-CORROCHWNS	3/2	L side broken
			SPH-LFT	2	
			PLAST	2/2	
			LATCH	2	Intact but inoperable

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE D1
30 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016


WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
027/028		Feather window is operable, heavy paint most elements	WINDOW FRAME ASSEMBLY (027/028)		Interior mulling of missing
			FRAME HEAD	2/2	Minor stop separation + latch damage
			FRAME SILL	2/2	Apron missing + minor damage to edge
			FRAME JAMB	2/2	Minor damage to stops
			WINDOW GLASS ASSEMBLY		Photo survey from street
			FRAME HEAD	1/1/1	
			FRAME SILL	2/2	Raised grain + chipping paint
			FRAME JAMB	1-2/1/2	
			UPPER GLASS		
			TOP SILL	1-2/1/2	
			NOTTOP SILL	1-2/1/2	
			LEFT STILE	1-2/1/2	
			RIGHT STILE	1-2/1/2	
			LOWER GLASS		
			TOP SILL	1-2/1/2	028 - Head, possibly some material loss at front side
			NOTTOP SILL	2/2	Some deterioration @ stops and joints
			LEFT STILE	2/2/2	028 - deterioration of exterior stops
			RIGHT STILE	2/2/2	028 - deterioration of exterior stops
			UPPER GLASS	2/2	028 - cracks and holes; 027 - overpaint but sound
			LOWER GLASS	2/-/-	028 - dirty; 027 - replaced with plate, cracked
			GLASSWORK		
			SPH-HIGHGLTS	4/1/1	028 - presumed present
			SPH-CORROCHWNS	X/1/2/2	027 - L, broken
			SPH-LFT	2/2	
			PLAST	2/2	
			LATCH	2/2	

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stops" - Window stop

WINDOW TYPE A2
31 - Mason Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW SURVEY - 56 MASON STREET
October 2016

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
029/030		Feather operable			
			WINDOW FRAME ASSEMBLY (029/030)		
			FRAME HEAD	1	Mulling steel except for apron, which is missing
			FRAME SILL	2	"C" minor damage @ R side edge
			FRAME JAMB	1-2/1/2	Minor edge damage, apron missing
			WINDOW GLASS ASSEMBLY		
			FRAME HEAD	1/1/1	
			FRAME SILL	2/2	Quoins, raised grain, some cracks
			FRAME JAMB	2/2	Some paint deterioration at bottom, wood deterioration, and raised grain at middle element
			UPPER GLASS		
			TOP SILL	1/1/1	
LOWER GLASS					
NOTTOP SILL	1-2/1/2	Dirty + some falling paint			
LEFT STILE	1-2/1/2	029 - Heavy cracks			
RIGHT STILE	1-2/2	030 - Sound but not smooth; 029 - Covered up with putty and/or caulk			
UPPER GLASS					
TOP SILL	1/1/2	029 - minor crack/light upper L side			
NOTTOP SILL	2/2	Minor paint failure and separation at joints			
LEFT STILE	1-2/2	030 - Heavy paint + deterioration at interior stops; 029 - minor damage + deterioration			
RIGHT STILE	1-2/1/2	Same as R side			
UPPER GLASS					
UPPER SASH	1-2/1/2	Overpaint at edges			
LOWER SASH	-/-/-	Both replaced with glass			
GLASSWORK					
GLASS/COUNTERS	4, 4	presumed present			
SPIN/CONCEALMENT					
SPIN/UP	(2)(2)/(2)(2)				
SPIN/DOWN	3/3				
PULLUP	2/2				
DOWN	3/3				

LEGEND:

"C" - Left

WINDOW TYPE A3

-46- Eddy Street Facade - Second Floor PAGE | TURNBULL

30 - Eddy Street Facade - Third Floor

WINDOW SURVEY - 56 MASON STREET

October 2016

WINDOW TYPE C2 43 - Eddy Street Facade - Second Floor PAGE 6 TURNBULL

WINDOW TYPE A1 47 - Eddy Street Facade - Second Floor PAGE 2 TURNBULL

WINDOW TYPE C3 PAGE 5 TURNBULL

35 • Edible Street Facade • Third Floor

WINDOW TYPE A3 44 - Eddy Street Facade - Second Floor PAGE 6 TURNBULL

WINDOW TYPE A3 48 - Eddy Street Facade - Third Floor PAGE 6 TURNBULL

WINDOW TYPE A5 / A4

52 - Eddy Street Facade - Third Floor
WINDOW SURVEY - 54 MASON STREET

PAGE 3 TURNBULL

WINDOW TYPE C3 Eddy Street Facade - Second Floor PAGE 6 TURNBULL

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PAGE & TURNBULL

53 - Eddy Street Facade - Third Floor

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SHEET TITLE:
CONDITIONS
ASSESSMENT OF THE
WINDOWS BY PAGE &
TURNBULL

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REPLACE IN KIND STORE FRONT & WINDOW REPAIR & RESTORE
72 OF THE 75 STREET-FACING WINDOWS WILL BE REPAIRED PER PAGE &
TURNBULL'S REPORT AND REPLACEMENT OF 3 CUSTOM BUILT WINDOWS
TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.



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SINBORDESIGN
PO BOX: 2732
VACAVILLE, CA, 95696
707-399-0200, 415-672-4484
SINBORDESIGN@GMAIL.COM



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A-4.7

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
069		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
070		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
071		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
072		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
073		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
074		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
075		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
076		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
077		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
078		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
079		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
080		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
081		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
082		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
083		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
084		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
085		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
086		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
087		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
088		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
089		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
090		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
091		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
092		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
093		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
094		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
095		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
096		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
097		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
098		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
099		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
100		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stop" - Window stop

WINDOW TYPE B5 / B4
58 - Eddy Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW TAG	PHOTOS	GENERAL NOTE	COMPONENT	CONDITION	COMMENTS
071		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
072		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
073		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
074		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
075		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
076		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
077		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
078		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
079		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
080		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
081		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
082		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
083		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
084		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
085		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
086		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
087		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
088		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
089		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
090		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
091		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
092		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
093		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
094		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
095		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
096		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
097		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
098		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
099		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing
100		Original, wood paneled window	Head case	1-2 (1-2)	Head molding missing

LEGEND:
"L" - Left
"R" - Right
"Stop" or "Stop" - Window stop

WINDOW TYPE B
59 - Eddy Street Facade - Third Floor

PAGE 6 TURNBULL

WINDOW INFORMATION SUMMARY

The following tables summarize the information contained in the preceding survey sheets, providing an overall condition assessment for each window assembly, and designating whether a window is original, non-original, or missing. Windows identified for replacement are highlighted in gray, with the relevant condition to that recommendation highlighted in orange.

Number	Type	Original	Condition
001	A1	Y	1-2
002	A1	Y	1-2
003	D1	Y	1-2
004	A2	Y	1-2
005	A2	Y	1-2
006	E1	Y	2
007	C1	Y	2
008	F1	Y	2
009	C1	Y	2
010	A2	Y	2
011	A3	Y	2
012	D1	Y	2
013	A2	Y	2
014	A2	Y	2
015	A1	Y	2
016	A1	Y	2
017	D1	Y	2
018	A2	Y	2
019	A3	Y	2
020	E1	X	2
021	C1	Y	2
022	F1	Y/N	2
023	C1	X	2
024	A2	Y	2
025	A2	Y	2
026	D1	Y	1-2
027	A2	Y	1-2
028	A2	Y	2
029	B1	Y	2
030	B1	Y	1-2
031	D1	Y	2
032	B2	Y	2
033	B2	Y	2
034	E1	N	-
035	C1	Y	2
036	F1	Y	2

LEGEND
Y - Yes
N - No
X - Missing

60 - Window Survey

PAGE 6 TURNBULL

VI. CONCLUSION

The windows on the primary facades of 56 Mason, facing Mason and Eddy Streets were found to be in generally good to fair condition. Of the 75, 73 retained both original sashes, one (1) retained the original upper sash, and one (1) had been entirely replaced with a non-original casement window. In total there are 68 windows that appear to be sound enough to be repaired and rehabilitated, and only seven require either total or partial replacement.

The interior molding is missing for many of the windows, but representative examples are present which could be used to replicate the original molding. In some cases, the demolition of the interior molding damaged the head, jamb, or stool of the window. The most common issues found with the windows include heavy paint, broken or missing sash cords, deteriorated latches, failing paint (exterior), and minor damage to the edges of various elements. In many cases the glazing in at least one of the sashes has been replaced with plexiglas, often set with caulk. Of the 75 windows, 37 (approximately half) are operable, and those that are inoperable are typically either fastened shut with one or two nails, or stuck shut by paint or caulk. The majority of the inoperable windows retain the necessary hardware to be restored.

The lower sash on the left half of window 022 was replaced at some point with a casement window, which appears to be early though not original; the casement is taller than the original lower sash, leading to an awkward fit with the extant historic upper sash. Window 034 is a non-original casement window, and is unfinished and a poor fit for the historic window opening. Windows 020 and 023 are missing completely and need to be replaced. Of the extant original windows, three (001, 021, and 047) have elements that are badly deteriorated and warrant replacement of at least one sash within the assembly. The top rail of the lower sash of window 067 has badly deteriorated at the joints with the left and right stiles, and requires more significant rehabilitation than the average condition surveyed.



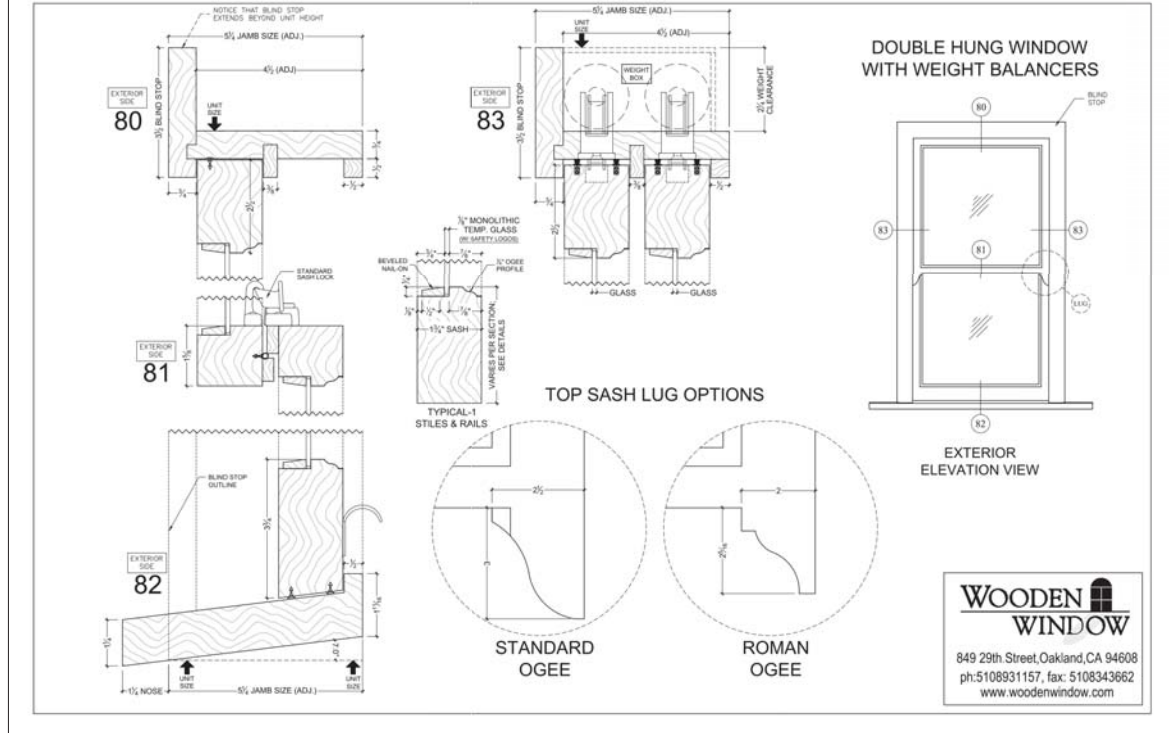
Window 022 with non-original lower sash

PAGE 6 TURNBULL

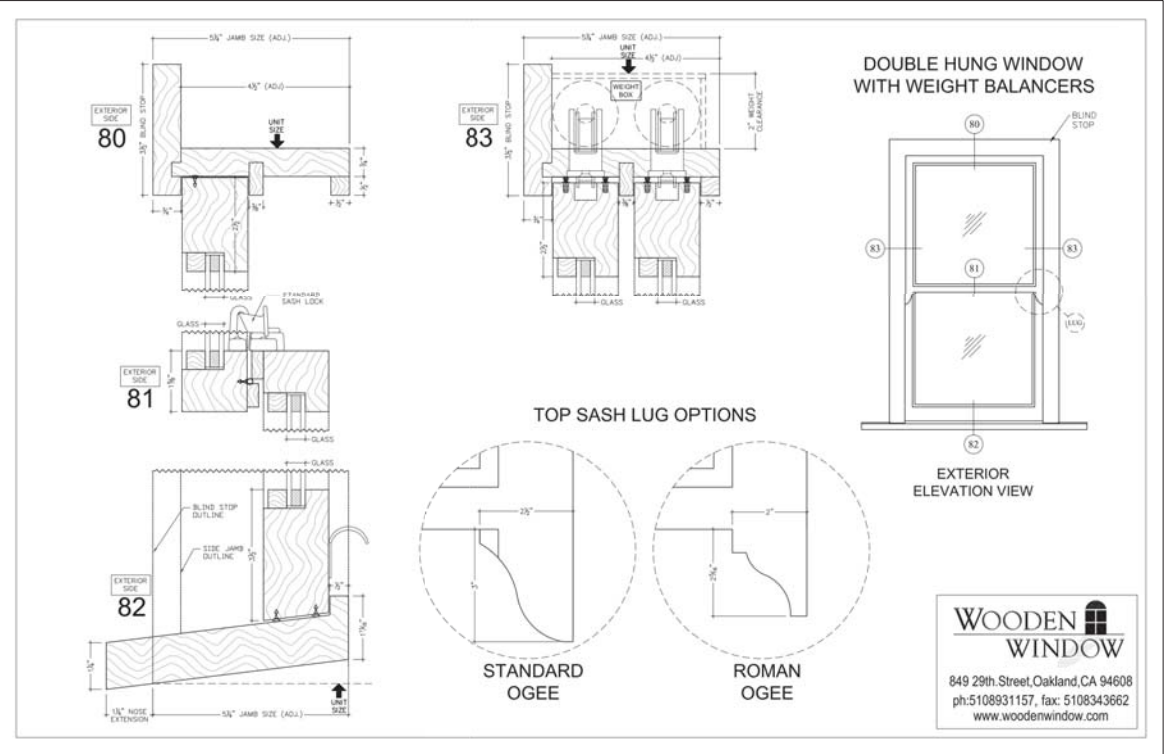


Window 024 with non-original casement window in historic opening

Conclusion - 61



1



2

SHEET TITLE:
CONDITIONS OF THE
ASSESSMENT OF THE
WINDOWS BY PAGE &
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707.399.0200, 415.672.4884
SINBORDDESIGN@GMAIL.COM

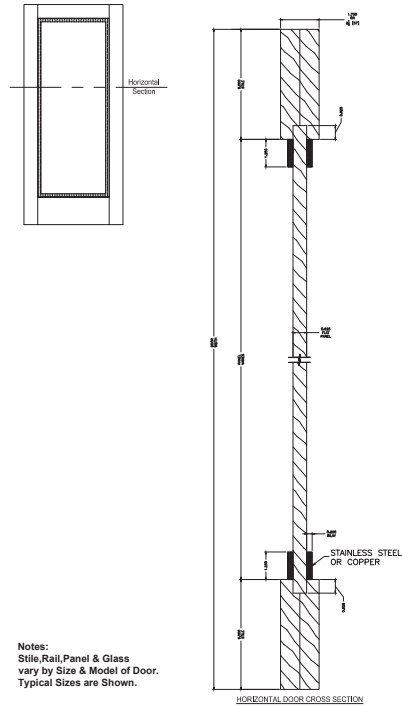
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WOOD DOOR CROSS SECTIONS

S 3333 3" 3 3-3"



Notes:
Style, Rail, Panel & Glass
vary by Size & Model of Door.
Typical Sizes are Shown.

HORIZONTAL DOOR CROSS SECTION

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TO MATCH DE EXISTING @ 56 MASON ST. SAN FRANCISCO CA.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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STATEMENT OF DECISION

DAVID JARAMILLO ET AL VS. BALWANTSINH THAKOR ET AL

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DAVID JARAMILLO, et al.,

CGC-16-549984

Plaintiffs,

v.

STATEMENT OF DECISION

BALWANTSINH THAKOR,
individually and DBA THE BRISTOL
HOTEL, and DOES 1 to 100,

Defendants.

INTRODUCTION

This matter was heard before the Court as a court trial since Plaintiffs sought the equitable remedy of specific performance of the subject contracts and no damages, which are the subject of other litigation currently before the appellate court. Trial commenced on October 25, 2016, and evidence concluded on October 27, 2016. Closing arguments were heard on November 4, 2016.

1 Further briefing and proposed statements of decision were ordered to be submitted by the parties by
2 November 18, 2016, and the matter was ordered submitted at that time. The late filed declaration by
3 Defendant long after the close of the evidence and closing arguments was nevertheless considered by
4 the Court over Plaintiffs' objection. Having heard and considered all of the evidence presented,
5 arguments of counsel, and reviewed all briefing, the Court issues its Statement of Decision.

6 **STATEMENT OF PLAINTIFFS' CLAIMS**

7 Plaintiffs' Complaint contains two causes of action that went to trial (Defendant prevailed on
8 demurrer to the third cause of action and Plaintiffs' counsel dismissed the second cause of action).
9 Both the first cause of action for specific performance¹ and the fourth cause of action for breach of
10 contract are premised upon an alleged contractual right of the tenant Plaintiffs to return to the Bristol
11 Hotel contained in settlement agreements which followed notices to temporarily vacate their units at
12 the Bristol Hotel issued in November and December 2012 pursuant to subdivision (a)(11) of section
13 37.9 of the San Francisco Administrative Code.² The prayer for relief is "for specific performance of
14 the obligation to return Plaintiffs to their apartments."
15

16 **FINDINGS OF FACT**

17 The Court makes the following findings of fact based upon the preponderance of the
18 evidence presented at trial, and many were in fact undisputed:

19 1. Two prior settlement agreements in other actions for damages involving the same units at
20 the Bristol Hotel and the same parties (hereinafter referred to as the *McCoy* and *Melvin* settlements)
21 resulted in payments of monies to some of the Plaintiffs collectively in the total amount of \$1.5
22 million in one action and to the remaining Plaintiffs collectively in the total amount of \$1.25 million in
23

24 ¹ "Specific performance" is not a cause of action, but rather a remedy. As the Court is unable to issue judgments on
25 *remedies*, it limits its analysis here to the fourth cause of action.

² Chapter 37 of the San Francisco Administrative Code is customarily referred to as the "S.F. Rent Control Ordinance." Hereinafter, Chapter 37 will be referred to as the "Rent Control Ordinance."

1 the other. The *McCoy* and *Melvin* settlements were executed in November 2013 and June 2014
2 respectively, long after the subject temporary notices to evict had been served on Plaintiffs. (Exhibits
3 23 and 24.)

4 2. It is undisputed that the *McCoy* and *Melvin* settlements each contained carve out language
5 expressly stating that the settlements did **not** affect the rights of the Plaintiffs to move back into the
6 Bristol Hotel. In this respect, the *McCoy* settlement agreement provided that “this agreement does not
7 release any right of any entitled claimant that previously received relocation fees to move back into
8 the Bristol.” (Exhibit 23, §(8)(e).) The *Melvin* agreement similarly exempted from the release
9 language “the rights of those relocated pursuant to Notices of Relocation to move back into the Bristol
10 Hotel,” and provided that “those tenants who were relocated pursuant to the mandatory relocation will
11 have the right to move back into the Bristol Hotel pursuant to their relocation rights.” (Exhibit 24, §§
12 (4) and (10)(a).)

13 3. In August 14, 2014, Plaintiffs filed another action for damages based upon the delay in
14 completion of the work preventing them from moving back into the Hotel. (See *Jaramillo v. Thakor*,
15 # CGC 14-541227.) In October 2015, this trial court determined that as a matter of law all of
16 Plaintiffs’ claims for damages were barred by the broad release language contained in the *Melvin* and
17 *McCoy* settlement agreements. There was no claim for specific performance of the carve outs in
18 #CGC 14-541227.

19 4. Notices to evict Plaintiffs were issued pursuant to section 37.9(a)(11) in November and
20 December 2012. (Exhibits 1-18.) Relocation expenses due under the Rent Control Ordinance were
21 paid.
22

23 5. The initial permit application that pertained to the subject notices to quit was for a
24 remodeling of rooms on the third and fourth floors, not for renovation or rehabilitation work that was
25

1 required to fall within the purview of section 37.9(a)(11). (Exhibit 110.) That permit application
2 lapsed and was later cancelled. (Exhibit 89.)

3 6. Plaintiffs' expert's testimony that numerous permits were cancelled or expired due to
4 numerous code violations was unrefuted. Mr. Kearney's testimony that the initial permit applications
5 misrepresented the actual scope of work in an effort to take short cuts and to avoid required seismic
6 and other code upgrades was similarly unrefuted. His testimony that, had the work been done in
7 accordance with all code requirements in the first place and during regular working hours, the
8 renovation should have been completed by mid-2014 at the latest, was also unrefuted.

9 7. The Hotel was gutted in early 2013. Almost four years later, at the time of trial the rough
10 framing was not yet complete. This should have taken no more than six months. Defendant's own
11 contractor testified that no electrical or plumbing permits had yet been obtained in contravention of the
12 Rent Control Ordinance requirements that all permits be obtained before issuing the subject notices to
13 vacate.
14

15 8. Work performed on the renovation has been woefully sporadic in the past three years. For
16 example, no work was done between April 2014 and September 2015 because the framing contractor,
17 Michael McNulty, was not paid. Moreover, he did not do any work for the first nine months of 2016
18 after Mr. Thakor stopped paying him at the end of 2015, and only started again later in September
19 2016, shortly before the trial date.

20 9. As of November 2013, Mr. Thakor's net worth was over \$15 million. In the first six
21 months of 2013, he generated over \$1 million in net income. (Exhibit 38.) He owned and/or operated
22 several other hotels in the city. He opted not to access more than a small fraction of his own assets
23 and instead sought to obtain a construction loan for the subject renovation. The Bank of Guam met all
24 of Mr. Thakor's terms and approved a loan of \$4.8 million in October 2013. (Exhibit 29.) The bank
25

1 added terms of a \$50,000 mechanic's lien reserve and additional accepted collateral which the bank's
2 vice president Mr. Hui-Bon-Hoa, as well as the loan broker called by the defense, Mr. Parajanwala,
3 testified were standard practice in the industry. Mr. Thakor testified he had no problem with a
4 mechanic's lien reserve. Yet, after receiving loan approval, Mr. Thakor chose not to move forward on
5 the alleged basis that "my concern is about the result and additional time involved in securing a real
6 estate appraisal." (Exhibit 31.) The unrefuted testimony by Mr. Hui-Bon-Hoa was that it would take
7 two to three weeks to obtain an updated appraisal. Other banks were not interested in making a loan
8 given a lis pendens on the property that was filed by the City of San Francisco in connection with a
9 Stipulated Injunction action (Exhibit 43) and Mr. Thakor's low FICA score that, according to David
10 Gonzales, a commercial loan officer called by the defense, was below the minimum required under
11 commercial bank lending standards.

12
13 10. Defendant's son Kiran Thakor prepared a "marketing plan" for the Bristol that was
14 submitted to various banks and to their loan broker. (Exhibit 37.) The plan indicated that after the
15 renovation, which would "be completed by March of 2014 ... [t]he Hotel will be a mixed use with
16 student housing and tourist guests staying." In August 2013, a Conversion Plan was prepared in
17 which it was misrepresented that "agreements were made with existing tenants ... for them to move
18 out permanently and convert the building into a fully tourist licensed hotel." (Exhibit 26.) Also in
19 August 2013, Mr. Thakor signed an agreement with DKR Partners to effectuate the conversion.
20 (Exhibit 25.) It "skipped" his mind to let anyone know that Plaintiffs had the right to return to the
21 Bristol, notwithstanding that Defendants always knew and understood that they had that absolute
22 right.

23 11. Defendant represented to various banks that he was in the process of converting the
24 Bristol to exclusively tourist use and repeatedly failed to disclose that Plaintiffs were entitled to move
25

1 back into the Hotel. Indeed, bankers Juan Abito, Nathan LaBudde and Mr. Hui-Bon- Hoa all
2 indicated in their testimony at trial that they had entered into commercial loan discussions with Mr.
3 Thakor upon the understanding that the Hotel was vacant and that no rent-controlled tenants would be
4 returning. Tourist units would have had a much higher stream of income than was projected by the
5 banks. Moreover, Defendant represented in loan applications in early 2013 that no litigation was
6 pending at the time, which was false. (Exhibits 28, 32, and 84.)

7 12. More than six months after the Plaintiffs had been served with notices to vacate, in June
8 2013, Defendant filed a petition³ before the Rent Board for an extension of time beyond the
9 maximum allowable three-month period before a tenant must be allowed to move back in following
10 an eviction under section 37.9(a)(11). Defendant sought to extend the time to April 2014 (based on
11 Mr. Thakor's estimate of an additional nine months to complete the work). The petition was denied
12 on a number of grounds including that it was untimely, that Defendant had failed to obtain all of the
13 required permits in contravention of section 37.9(a)(11), and that "the landlord chose to schedule
14 reduced work hours to accommodate the commercial tenants at the expense of a more timely
15 completion of the work." (Exhibit 20.)
16

17 13. Mr. Thakor admitted that he scheduled the contractor's hours on a reduced schedule in at
18 least parts of the building from 4:00 or 5:00 am until 9:00 am because he chose to keep the restaurant
19 in the Hotel building in operation at all times.

20 14. At the time of trial, the City of San Francisco still had not approved window permits due
21 to the failure of Defendant to provide the information requested by the City. The roof was not secure
22 from leaks and the building was partially open to the outside. Structural work was still needed in the
23
24

25 ³ This procedure is provided for in subdivision (e)(1) of section 12.15 of the San Francisco Rent Board Rules and Regulations, as well as section 37.9(a)(11) of the Rent Control Ordinance.

1 lobby, penthouse, and roof areas. Speedy Construction has a contract with Mr. Thakor for \$1.6
2 million to perform the plumbing, electrical, HVAC, and finishing work.

3 15. Only a four-person crew was working at the Hotel since recommencing work in late
4 September 2016.

5 16. Great hardship has been suffered by the Plaintiffs because of the continued delays in
6 being able to return to their homes at the Hotel. During the four years since their eviction, several
7 Plaintiffs have been rendered homeless for lengthy periods of time, one having to live in a van for
8 eighteen months and one living on church steps for many months. Several are scrambling to pay
9 much higher rents with great difficulty. Several are severely disabled or suffer from significant health
10 problems. Others have had to stay nightly in various hotels at a cost of \$100-200 per night when their
11 rent at the Bristol had been \$800 per month. And on some nights they simply cannot afford to pay
12 and have to go to a shelter. Others have had to "couch-surf" each night.

13
14 17. At the time of trial Mr. Thakor had obtained a major loan commitment to fund the
15 completion of the project. In November 2016, he obtained a loan of \$2.5 million.

16 18. At the time of trial, the necessary electrical or plumbing permits still had still not been
17 obtained for the work, which may implicate Mr. Thakor's Stipulated Injunction⁴ with the City and
18 County of San Francisco. (Exhibit 43.)
19
20
21

22 ⁴ On November 19, 2014, Mr. Thakor entered into a Stipulated Injunction with the City and County of San
23 Francisco in order to resolve a lawsuit brought by the City. The Complaint was based on various causes of action,
24 including deprivation of tenancy rights; public nuisance per se based on violations of San Francisco's Building
25 Code, Housing Code, and Health Code; general public nuisance; and violations of state housing law, among others.
The Stipulated Injunction enjoins and restrains Mr. Thakor from maintaining properties in such as manner and
condition that 1) violates California Civil Code section 1941 (which mandates that a landlord must provide habitable
premises); 2) violates the San Francisco Building Code; 3) violates the San Francisco Health Code and 4) violates
San Francisco Administrative Code. The Stipulated Injunction further provides the City an option to seek the
appointment of a receiver to the Bristol Hotel in the event Mr. Thakor violates the terms.

1 **THE PRIOR SETTLEMENT AGREEMENTS PRESERVED A CONTRACTUAL RIGHT**
2 **FOR THE PLAINTIFFS TO MOVE BACK INTO THE BRISTOL WITHIN A**
3 **REASONABLE TIME**

4 As stated above, both the *McCoy* and *Melvin* settlement agreements carved out a narrow
5 exemption to the broad release language which consisted of an express contractual right of the
6 Plaintiffs who were served with relocation notices and/or received relocation payments under section
7 37.9(a)(11) to move back into the Bristol. No time was specified. Where a contract does not specify
8 the time for performance a reasonable time is allowed. (Civ. Code, § 1657.) When confronted with
9 the question of what constitutes a reasonable time, courts consider the situation of the parties, the
10 nature of the transaction, and the facts of the particular case. (*Marshall & Co. v. Weisel* (1966) 242
11 Cal.App.2d 191, 194.)

12 Here, the situation and nature of the transaction involved the service on Plaintiffs by
13 Defendant of sixty-day Notices of Intent to Remove Unit for Capital Improvements and/or Substantial
14 Rehabilitation under section 37.9(a)(11) of the Rent Control Ordinance in November and/or
15 December 2012. (Exhibits 1-18.) The Notices specified that the required relocation expenses would
16 be paid under section 37.9C and evidence was adduced that they were paid to the remaining Plaintiffs.
17 In determining whether four or more years is a reasonable amount of time within which to perform
18 such work, the statutory language in section 37.9(a)(11) must be considered. It provides, in pertinent
19 part, that “the tenant shall not be required to vacate pursuant to this Section 37.9(a)(11) for a period in
20 excess of three months; provided, however, that such time period may be extended by the Board or its
21 Administrative Law Judges upon application by the landlord.” As described in the Court’s findings of
22 fact, Defendant’s application for an extension was denied on multiple grounds **over three years ago**
23 on or about October, 16 2013. (Exhibits 19 and 20.) It appears that no appeal was taken.
24
25

1 The evidence was overwhelming that the continued failure of the Defendant to return
2 Plaintiffs to their homes at the Bristol for years is grossly unreasonable. Contrary to the requirements
3 of section 37.9(a)(11), virtually none, let alone all, of the required permits for the renovation had been
4 obtained prior to serving the notices to relocate in violation of the law and, indeed, at the time of trial,
5 several had still not been obtained. Mr. Thakor chose to invest very little of his assets and net worth,
6 choosing instead to seek a construction loan. Notwithstanding that he was offered a \$4.8 million loan
7 over three years ago on the terms he had requested, he rejected it. The evidence showed that other
8 banks were concerned about Defendant's low FICA score, which David Gonzalez, a commercial loan
9 officer who was called by the defense, testified was below the minimum threshold required for
10 making commercial loans. Mr. Thakor admitted that he restricted working hours for construction in
11 parts of the building near the restaurant to only 5:00 am-9:00 am because he wanted to keep the
12 restaurant in operation at all times. Significantly, there were huge gaps in any work being done at the
13 Hotel, at times extending beyond a one year period. Indeed, in 2016, zero work was performed until
14 late September, shortly before trial commenced, and then only with a woefully small crew. The
15 evidence established that in 2013, Defendant engaged a third party to convert the SRO units to tourist
16 units. (Exhibit 25.) His son, Karin Thakor, prepared a marketing plan which represented that "the
17 hotel will be a mix-use with student-housing and tourist guest staying," and included rent projections
18 based on same. Mr. Thakor admitted to knowing and understanding that Plaintiffs had an absolute
19 right to move back, yet he failed to disclose that to the banks. The Court finds that Mr. Thakor's
20 testimony at trial that he intended only to "partially" convert the Hotel and to keep the SRO units of
21 the tenants was not credible and was belied by prior admissions, how he marketed the hotel,
22 documentation to the contrary on his behalf that unequivocally referenced the conversion of all SRO
23 units, and his repeated failure to disclose the existence of the Plaintiffs' relocation rights to third
24
25

1 parties. Four years have elapsed since Defendant served Plaintiffs with notices to temporarily vacate
2 and failed to return them to their homes, and such time lapse is grossly unreasonable under the terms
3 of the carve out language that preserves their right to return.

4 **EQUITY JURISDICTION IS PROPER**

5 The absence of an adequate remedy at law is reason for the Court's exercise of equity
6 jurisdiction. (See *Bond v. Bulgheroni* (1932) 215 C. 7, 10, 8 P.2d 130.) "[S]pecific performance will
7 be decreed only when no other adequate relief is available to the plaintiff. Where the legal remedy of
8 compensatory damages is sufficient to do complete justice between the parties, equity will not assume
9 jurisdiction." (*Wehen v. Lundgaard* (1940) 41 Cal.App.2d 610, 612.)

10 The very settlement agreements which provided Plaintiffs damages also expressly *reserved*
11 their rights to move back in. In other words, Plaintiffs waived only their rights to damages, while
12 maintaining a contractual right to reoccupy their units. Defendant's unreasonably excessive failure in
13 this regard constitutes a continuous breach for which Plaintiffs have no adequate legal remedy, since
14 they waived further damages. Therefore, equity jurisdiction is proper.

16 **COURTS HAVE BROAD DISCRETIONARY POWER TO FASHION THEIR OWN 17 EQUITABLE REMEDIES**

18 When proceeding in equity, trial courts have broad equitable power to fashion any appropriate
19 remedy. (*Zarrah v. Zarrah* (1988) 205 Cal.App.3d 1, 4-5.) "[A] court of equity may exercise the
20 full range of its inherent powers in order to accomplish complete justice between the parties, restoring
21 if necessary the *status quo ante* as nearly as may be achieved.' [citation.]" (*Troyk v. Farmers Group,*
22 *Inc.* (2009) 171 Cal.App.4th 1305, 1339.) It will further " 'dispose of all issues with respect to the
23 property as to which [its powers in equity] are invoked, and make such orders as are necessary to
24 make its decree effective.' [citation.]" (*McClenny v. Superior Court of Los Angeles County* (1964) 62
25 Cal.2d 140, 148.)

1 **THE ONLY WORKABLE REMEDY IS SPECIFIC PERFORMANCE BY A FUTURE**
2 **DATE**

3 The requisites for specific performance include “(1) the inadequacy of [a] legal remedy;
4 (2) an underlying contract that is both reasonable and supported by adequate consideration; (3)
5 the existence of a mutuality of remedies; (4) contractual terms which are sufficiently definite to
6 enable the court to know what it is to enforce; and (5) a substantial similarity of the requested
7 performance to that promised in the contract.” (*Tamarind Lithography Workshop, Inc. v.*
8 *Sanders* (1983) 143 Cal.App.3d 571, 575.)

9 Here, all requisites are present. First, as previously discussed, the Plaintiffs have no
10 adequate remedy at law. Second, there is no argument from either side that the settlement
11 agreements were not reasonable or supported by adequate consideration and no evidence was
12 presented that bore upon those issues. Indeed, both agreements were prepared and approved by
13 counsel for both parties. Third, mutuality of remedies exists, as the Plaintiffs are precluded from
14 seeking damages they would otherwise be entitled to for the Defendants’ continuous wrongful
15 eviction. Fourth, the contract terms are sufficiently definite for the Court to know what to
16 enforce, because the carve out provisions specifically maintain the Plaintiffs’ right to return, and
17 the law permits the Court to infer a reasonable time for performance of this term. (Civ. Code §
18 1657.) Finally, there is undoubtedly substantial similarity between the requested performance
19 and that promised in the contract; indeed, they are one and the same.

20 Obviously, the Court is unable to order specific performance immediately since the
21 premises are currently uninhabitable and no certificate of occupancy has been issued. In
22 fashioning a judgment for specific performance, the court has discretion to effectuate the purpose
23 for which the original contract was made (*Rogers v. Davis* (1994) 28 Cal.App.4th 1215, 1225) so
24 long as it does not make an entirely new contract. (See *American Marine Paint Co. v. Tooley*,

1 (1942) 53 Cal.App.2d 530 (a contract requiring a corporation to satisfy a claim from stock
2 owned by a decedent does not justify a money judgment against the decedent's estate with the
3 option of satisfying it from the stock since this would allow a personal judgment against the
4 estate contrary to the terms of the agreement).) As stated in *Rogers*, "[A] 'decree [of specific
5 performance] need not be absolute in form, and the performance that it requires need not be
6 identical with that promised in the contract; it may be so drawn as best to effectuate the purposes
7 for which the contract was made, and it may be granted on such terms and conditions as justice
8 requires' ... 'The exact performance that is promised in a contract may be, in part or in whole,
9 very difficult of enforcement, it may have become impossible or unlawful, and it may be such
10 that exact enforcement would work unreasonable hardship. The court may nevertheless be able
11 to achieve substantially the same result without undue difficulty, without hardship to the
12 defendant, and without violation of law or of the rights of third persons.' " (*Rogers v. Davis*,
13 *supra*, 28 Cal.App.4th at pp.1221-22.) Courts have previously affirmed their broad power to
14 shape timing requirements in equitable decrees. For example, in *Gibson v. River Farms Co. of*
15 *California* (1942) 49 Cal.App.2d 278, 281, the trial court had issued a decree which effectively
16 quieted title to several tracts of land to a defendant, conditioned upon its payment of all
17 assessments and tax obligations existing against the land before a specified date. In the decree,
18 the court retained jurisdiction to modify it, and the trial judge subsequently made multiple orders
19 extending the time for the defendant to make said payments. (*Id.* at pp. 281-82.) On review, the
20 court of appeals affirmed this practice, finding that the trial court had the power to extend the
21 time within which, by the terms of a judgment for specific performance, a defendant is required
22 to pay. (*Id.* at p. 283.)
23
24
25

1 Further, in fashioning its equitable remedy, the Court may order specific performance of a
2 succession of continuous acts, even those requiring protracted supervision, so long as doing so is
3 practically feasible. Indeed, California's *modern view* on specific performance permits this. (13
4 Witkin, Summary 10th Equity § 45 (2005); See *Ellison v. Ventura Port District* (1978) 80 Cal.App.3d
5 574, 581.) For example, in *Ellison*, the court of appeal affirmed the trial court's judgment ordering the
6 defendant to specifically perform on its agreement to periodically dredge a drainage channel. (*Ellison*
7 80 Cal.App.3d 574, at pp. 577-78, 583.) The court acknowledged California's *old rule*, which
8 precluded specific performance "where the contracts stipulate a succession of continuous acts which
9 require protracted supervision and direction by the court with the exercise of special knowledge, skill
10 and judgment by the parties performing the acts." (*Id.* at p. 580.) However, it rejected application of
11 the old rule, finding that periodic dredging was not similar to other obligations for which California
12 courts had denied specific performance. (*Ibid.*) It held, "Compared to the complexity of the acts
13 required in contracts for development or operation of railroads, mines, oil fields, or even citrus groves,
14 the dredging of a channel pales to insignificance and should place no great burden on the court to
15 supervise. Additionally, unlike exclusive distribution or sales agency contracts, no cooperation
16 between the parties is required to fulfill [the defendant's] obligation to maintain the channel. Thus, we
17 see no reason to invoke [the old rule] in the case at bar. Especially since [the old rule] is an archaic
18 one and should not be unduly extended." (*Id.* at p. 581.)

19
20 Here, the weight of the testimony established that with a full crew working regular hours on
21 all permissible days in all parts of the building, construction will be finished by July 2017. Mr.
22 Thakor previously represented to the Rent Board that it would be completed in less than a year, when
23 at that time, far less work had been done. (Exhibit 19.) To the Court, he specifically represented, "At
24 present, based on the work left to complete, THAKOR estimates the work will be complete in July or
25

1 August 2017.”⁵ Certainly the work can be completed within this time if Mr. Thakor makes this
2 project his number one priority instead of working on multiple other buildings he owns or operates
3 that have no protected tenants, and has a full crew working in all parts of the building during all hours
4 and all days that they are permitted under the laws to work. As Richard Stratton testified on behalf of
5 the defense, the subject property has good potential and having a vacant and uninhabitable building in
6 San Francisco is a waste for everyone concerned. The Court has tried to fashion a remedy that is
7 workable for both sides, since, unfortunately the Court is between a rock and a hard place given that it
8 is impossible to order that the Defendant return the tenants to an uninhabitable property, which is the
9 case at present.

10 Therefore, pursuant to its broad equitable powers, and on the preponderance of the evidence,
11 the Court HEREBY ORDERS AND ADJUDGES as follows:

- 12 1. Defendant shall restore Plaintiffs to their units at the Bristol Hotel no later than August 1,
13 2017. This means that, pursuant to section 12.16 of the S.F. Rent Board Rules and
14 Regulations, he shall issue written “offers of reoccupancy” no later than August 1, 2017,
15 advising the Plaintiffs that the rehabilitation work is completed.⁶ Construction shall take
16 place **throughout the entire** Hotel during **all** permissible hours and days under the law
17 and with a **full** and **sufficient** crew at all times. Plumbing, electrical and any other
18 applicable permits shall be obtained within fifteen days , with the exception of window
19 permits .Defendant shall submit the survey of all windows to the City by January 31,
20 2017.
21

22
23
24 ⁵ See Defendants’ Trial Brief “Re: Court Cannot Do Equity Under the Circumstances of this Case,” page 3, lines 11-
12. See also Defendants’ Trial Brief “Re: Matter Not Ripe for Adjudication,” page 3, lines 14-15.

25 ⁶ Pursuant to section 12.16 of the S.F. Rent Board Rules and Regulations, the Plaintiffs will then have thirty days
from receipt of this “offer of reoccupancy” to notify Mr. Thakor of their acceptance or rejection. If accepted, they
shall reoccupy their units within forty-five days of receipt of Mr. Thakor’s offer.

1 2. If Plaintiffs are not in receipt of Mr. Thakor's "offers of reoccupany" by August 1, 2017,
2 they shall have the right to seek the appointment of a receiver in the Housing Court in
3 Dept. 501, to manage and/or sell the subject property and to seek an Order that Defendant
4 shall pay all associated fees and costs. Prior to August 1, 2017 ,Defendant may seek an
5 extension of time in Dept 501 to issue written offers of reoccupancy described above **only**
6 due to an Act of God, fire , earthquake, or other extraordinary and exceptional conditions
7 completely beyond Defendant's control. Claimed financial difficulty does not qualify. Mr
8 Thakor owns several other buildings and his personal net worth exceeds the cost of
9 construction many times over.

10 3. The Court finds that Mr. Thakor breached the terms of the *McCoy* and *Melvin* settlement
11 agreements by failing to move the Plaintiffs back into the Bristol Hotel within a reasonable time and,
12 further, that the clear and convincing evidence described in the statement of undisputed facts
13 established that he acted in bad faith with respect to the tenants' statutory and contractual rights.
14

15 4. Judgment on the fourth cause of action shall be entered against Defendant Balwantsinh
16 Thakor, Individually and DBA The Bristol Hotel, and in favor of Plaintiffs and each of them except
17 for Angela Brontley (nonsuit granted) and Chris Woodell and Terry McCoy, who unfortunately are
18 deceased.
19
20
21

22 Dated: January 4,2017

23 
24 ANGELA BRADSTREET
25 JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA
County of San Francisco

DAVID JARAMILLO, et al.,

Plaintiff(s)

vs.

BALWANTSINH THAKOR,
individually and DBA THE BRISTOL HOTEL,
and DOES 1 TO 100,

Defendant(s).

Case Number : CGC-16-549984

**CERTIFICATE OF
ELECTRONIC SERVICE**
(CCP 1010.6(6) & CRC 2.260(g))

I, Rosallie Gumpal, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

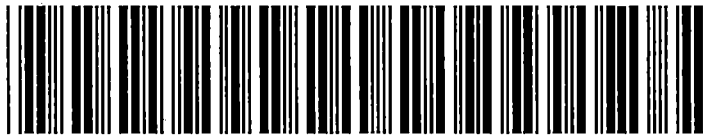
On January 4, 2017, I electronically served the attached STATEMENT OF DECISION via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 4, 2017

T. MICHAEL YUEN, Clerk

By: 

Rosallie Gumpal, Deputy Clerk



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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ORDER

DAVID JARAMILLO ET AL VS. BALWANTSINH THAKOR ET AL

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LAW OFFICES OF MICHAEL HEATH
Michael Heath SBN 196747
Howard Olsen SBN 255888
3251 Steiner Street
San Francisco, CA 94123
415-931-4207
FAX 415-931-4117
mheath_law@sbcglobal.net

Attorneys for Defendant
BALWANTSINH THAKOR, individually
and dba THE BRISTOL HOTEL

HANSON BRIDGETT LLP
Richard J Stratton, SBN 54648
rstratton@hansonbridgett.com
Alexander J. Berline, SBN 158098
aberline@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, CA 94105
Telephone: 415-777-3200
Fax: 415-541-9366

Attorneys for Defendant
BALWANTSINH THAKOR, individually
and dba THE BRISTOL HOTEL

FILED
San Francisco County Superior Court

SEP 12 2017

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

UNLIMITED CIVIL JURISDICTION

DAVID JARAMILLO, ERIC BOICE, JAMES)	CASE NO. CGC 16-549984
BRYAN TURNER, COSSANDRA MCCOY,)	
VINETTA BOICE, JENNIFER HAWKINS,)	ORDER RE: PLAINTIFFS' MOTION FOR
ROBERT WEST, MANUEL GARCIA,)	APPOINTMENT OF RECEIVER
MELISSA EZELL, ELIZABETH CRUZ,)	
ROBERT GREEN, MATTHEW NICHOLSON,)	
FREDDIE HILL, ANGELA BRONTLEY,)	
BRITTANY RODRIGUEZ, MICHAEL)	
MARION, VERNON ROBINSON, WAH TIM)	
(SAM) YUEN, STELLA YUEN, MARIA)	
ACOSTA, CHRISTY GRIFFITH, AUDREY)	
VINCENTE)	

Plaintiffs,

v.

BALWANTSINH THAKOR, INDIVIDUALLY
AND DBA THE BRISTOL HOTEL, AND
DOES 1 TO 100

Defendants

1
2
3 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

4 Good cause having been shown it is hereby ordered that the Plaintiffs' Motion To Appoint receiver
5 for the Bristol Hotel, located at the real property at 56 Mason Street in San Francisco, CA (the Bristol
6 Hotel) is Granted as follows:

- 7
- 8 1. One individual shall be appointed in dual capacity as a Special Master and Receiver. The
9 appointment of a Special Master was requested by the Defendant. The services of the Special
10 Master shall be paid for by the Defendant within 20 days of receipt of an invoice from the
11 Special Master.
 - 12 2. The parties shall meet and confer re: appointment of the Special Master/Receiver and submit
13 the name(s) of the proposed Special Master/Receiver within no later than September 20, 2017.
 - 14 3. As a Special Master the appointee shall evaluate and monitor the progress of the construction
15 project at the Bristol Hotel (the Construction Project). Within 1 month of appointment, the
16 Special Master shall provide the court with a report evaluating the current status and
17 future prospects of the Construction Project. The Special Master shall evaluate the Bristol
18 Hotel to provide an accurate estimate of the estimated completion date based on defendant's
19 management, effort, and progress thus far. The Special Master shall also evaluate Defendant's
20 current financial investment into the Bristol Hotel. Special Master shall also evaluate whether
21 completion of the Construction Project may be accomplished more quickly based on the
22 application of additional resources and/or better management. Based on the Special Master's
23 report, the Court shall determine whether the Special Master shall transition into the capacity
24 of a Receiver to complete the construction project and/or sell the Property.
 - 25 4. Each side may file briefs (not to exceed 5 pages) addressing whether, based on the report, the
26 Property shall be sold in order to complete the Project. Briefs must be filed within 10 days of
27 filing of the Special Master's report. The hearing date shall be set for 2 weeks after the filing
28

of the briefs and shall be indicated on the briefs. If the Court determines that the property shall be sold or independently managed, the Special Master will immediately transition into the capacity of a Receiver.

5. During the review and evaluation period the Defendant shall continue to carry out the construction project at the Bristol Hotel. Construction shall continue to take place throughout the entire Bristol Hotel Property during all permissible hours and days under the law and with a full and sufficient crew at all times.
6. Additionally, based on Defendant's offer, Defendant shall: (1) pay rent differential for any Plaintiff within 5 days of receipt of the demand for payment of said differential starting August 1, 2017 and through the month of September. The rent differential shall thereafter be tendered on the first day of each month starting October 1, 2017; and (2) rooms in Defendant's residential hotels shall be provided by Defendant to those Plaintiffs who require a room within 5 days of receipt of written request from any Plaintiff. The alternate rooms shall be comparable to the rooms in Bristol Hotel upon completion of the project. Only Plaintiffs, and their spouses and/or minor children, may be placed in these alternate rooms. Plaintiffs' right to occupy these alternate rooms shall continue through the expiration of their notice to re-occupy their respective units at the Bristol Hotel, or upon expiration of the Special Master/Receiver's jurisdiction, whichever is earlier. Plaintiffs' occupancy of these alternate rooms shall be subject to all applicable federal, state and local laws.
7. During the time the Special Master/Receiver has jurisdiction over this matter, the Special Master/Receiver shall be provided full, unimpeded access to the Bristol Hotel, the Construction areas therein, and any other place or location related to the Bristol Hotel and/or the construction project.

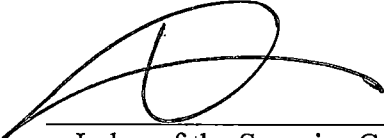
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- 1 8. The Special Master shall not have jurisdiction over the two tenant-occupied commercial units
2 at the building where the Bristol Hotel is located, except to the extent these areas of the
3 building are affected by the Construction Project. The two commercial properties are:
4 a. The Little Delhi, 83 Eddy Street, San Francisco, CA 94102
5 b. 50-52 Mason Street, San Francisco, CA 94102
6

7
8 Dated: September 12, 2017
9



Judge of the Superior Court

10 RONALD E. QUIDACHAY
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