

ADMINISTRATION

July 15, 2005

Robroy Fawcett
1576 Kadella Way
Escondido, CA 92027



Re: Public Records Act Request

Dear Mr. Fawcett:

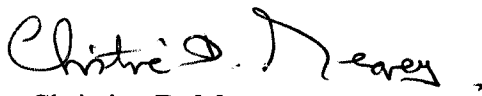
This letter supplements our letter to you dated July 8, 2005 regarding your California Public Records Act request of June 29, 2005 to review and make copies of the Option to Purchase, Purchase Agreement and Escrow Instructions dated February 11, 2005 (the "Option Agreement").

We have reviewed the Option Agreement and have determined that, with the exception of one paragraph and certain portions of a second paragraph, it is subject to public disclosure. The two portions of the document not subject to public disclosure fall within one of the statutory exceptions to the Public Records Act. Specifically, under the circumstances, the public interest served by not disclosing those sections clearly outweighs the public interest served by disclosure of those sections. As such, under California Government Code Section 6255(a), public disclosure of those sections is not required. However, we have determined that the portions of the Option Agreement for which the statutory exception to disclosure applies can be segregated from the rest of the document, and will therefore make available a redacted copy of the Option Agreement for your inspection. The Option Agreement (with portions not subject to public disclosure redacted) is available for your inspection at Palomar Pomerado Health's ("PPH") offices at 15255 Innovation Drive, San Diego, California 94128-3410.

If you desire a copy of the Option Agreement after your inspection, pursuant to Government Code Section 6253(b), PPH shall make such copies for you in accordance with the law and PPH's policy at 10 cents (\$0.10) per page plus \$16.00 per hour of clerical time, pro-rated if appropriate, which covers the direct cost of duplication.

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,


Christine D. Meaney

Assistant to Board of Directors

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ADMINISTRATION



July 8, 2005

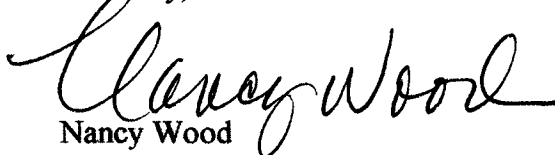
Robroy Fawcett
1576 Katella Way
Escondido, CA 92027

Re: Public Records Act Request

Dear Mr. Fawcett:

We received your request, dated June 29, 2005, to review and make copies of the Option to Purchase, Purchase Agreement and Escrow Instructions dated as of February 11, 2005. We are reviewing the requested document to determine what portions can be publicly disclosed. Pursuant to California Government Code Section 6253(c), we are hereby giving you notice that Palomar Pomerado Health is extending, through July 15, 2005, the period to determine what portions, if any, of the document you have requested is publicly disclosable.

Sincerely,



Nancy Wood
Assistant to the CEO
Palomar Pomerado Health

Attn: Christine D. Meaney FAX: 858 675-5103

PALOMAR POMERADO HOSPITAL DISTRICT APPLICATION

FOR INSPECTION OF PUBLIC RECORDS

- 1) NAME OF APPLICANT: Robroy Fawcett
- 2) ADDRESS: 1576 Kadella Way
Escondido, CA 92027
- 3) TELEPHONE NUMBER: 760 432-9709
- 4) DATE OF APPLICATION: 6-29-2005
- 5) Please indicate on the attached page, for each public record desired: (a) an exact description of the record; (b) whether you would like a copy of the record; and (c) whether you have specific authorization to inspect any records for which such authorization is required by the District's Guidelines for the Accessibility of Public Records. You may obtain a copy of the Guidelines upon request.

In the event copies are requested of any of the records you requested, you will be charged ten cents per page for standard reproduction of documents 8 1/2" by 14" or less, and actual costs for reproduction of oversized documents or documents which require special processing. Additionally, clerical costs directly incurred in duplication, billed at the rate of \$16.00 per hour for a clerical person computed on the basis of \$4.00 per quarter hour or fraction thereof, will be charged. In the event copying cannot be done by the District for technical reasons, an estimate of the cost of copying shall be obtained by the District from an available source, and you will be required to deposit the amount of such estimate with the District prior to copying. The records shall be copied by the District (or an outside source, if necessary) as soon as possible without disruption of the normal business of the District.

Further information concerning this procedure is available in the District's Procedures Concerning Inspection and Copying of Public Records. You may obtain a copy of the Procedures upon request.

1) Inpect and copy: Option to Purchase,
Purchase Agreement and Escrow Instructions
dated as of February 11, 2005.
(see Attached)

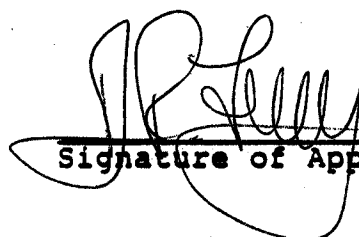
2) _____

3) _____

4) _____

5) _____

PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY.



Signature of Applicant

Recorded at the request of
Chicago Title

DOC # 2005-0226221



26184

MAR 18, 2005 4:34 PM

Recording Requested By and
When Recorded Mail to:

Michael E. Lyon, Esq.
Hilding Kipnis Lyon & Kelly
11975 El Camino Real, Suite 200
San Diego, CA 92130

43010051-413

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 23.00
PAGES: 6



2005-0226221

APN: Portion of 232-03-26, 232-03-
27, and 232-040-21

Space above reserved for Recorder's Use

INDEX AS CC#125

MEMORANDUM OF SELLER'S RELOCATION RIGHT

Agreement

THIS MEMORANDUM OF SELLER'S RELOCATION RIGHT ("Memorandum") is made and entered into as of this 18th day of March, 2005, by and between JRM-ERTC I, L.P., a California limited partnership ("Seller") and Palomar Pomerado Health, a California Health Care District ("Buyer").

RECITALS

Pursuant to that certain Option to Purchase, Purchase Agreement and Escrow Instructions dated as of February 11, 2005 (as may be amended, the "Agreement"), executed by Buyer and Seller, Buyer is acquiring from Seller ~~that certain real property~~ ("Property") located in the City of Escondido, County of San Diego, State of California, more particularly described in Exhibit "A" attached to this Memorandum and incorporated into this Memorandum by this reference.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Pursuant to the Agreement, Buyer has granted to Seller the right ("Seller's Relocation Right") to reacquire the Property and relocate Buyer to a substitute property elsewhere in the Escondido Research and Technology Center for the period and upon and subject to the terms, covenants, conditions and provisions set forth in Article 16 of the Agreement. All of the terms, covenants, conditions and provisions of such Seller's Relocation Right are hereby incorporated into this Memorandum by reference.

2. Except as expressly provided in the Agreement, Buyer may not, without Seller's written consent (which consent may be withheld in Seller's sole discretion), sell, convey, encumber, mortgage, assign, transfer, alienate, develop, improve, or otherwise dispose of the Property or any portion thereof or any interest therein in any manner or way, whether voluntary or involuntary, until expiration or earlier termination of the Seller's Relocation Right.