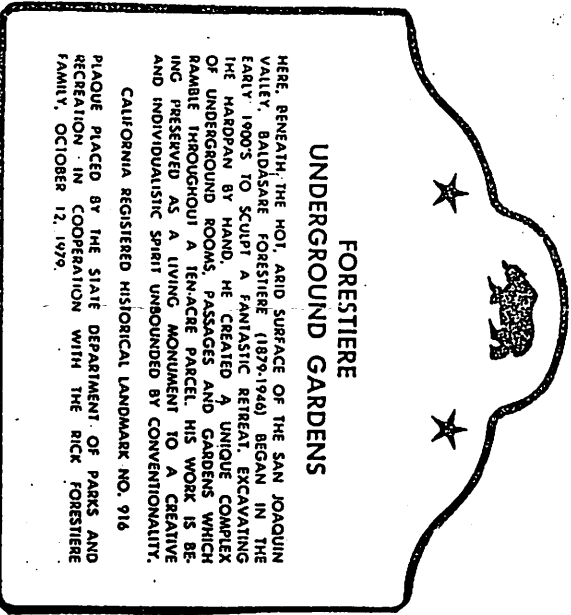


(5) I believe the "established oral agreement" (eliminating the Cost of Living to family) is enforceable and irrevocable and the decision to the contrary will result in an appeal.

(6) The thrust of the October 15, 1986 letter on the opposite page is to keep this Historic Landmark open to the public during the protracted Judicial Review period; and at the same time to provide him with an opportunity to fulfill his public pledges.

10/31/86



FORESTIERE
UNDERGROUND
GARDENS
5221 W. Shaw Avenue, Fresno, California 93711
(509) 225-2182

October 15, 1986

Joseph C. Forestiere
1152 E. Paul
Fresno, CA 93710

RE: Gardens Care & Management

It is regrettable that past breaches of faith, coupled with irreconcilable differences, prevent any possible kind of joint-venture, co-partnership or joint-management of our uncle's Underground Home and Gardens. As you are aware, just such an attempt (1969-71) failed miserably.

Therefore, during the Judicial Review period, you are invited to assume sole management and care of this historic property which was entrusted to us exclusively for preservation purposes. You may have such personal responsibility under similar conditions you have expected of me to date-- notwithstanding the fact that two-juries found we had an oral agreement with our father, which you have repudiated. Your care and management responsibilities will be immediate, subject to our signatures memorializing such an arrangement. Hopefully, you can fulfill your public pledges to the news media of opening "more areas" and "more often" for "more hours" with "more promotion".

I fervently expect that you will continue to treat the art-form and memory of our uncle reverently and not permit either to fall into disrepair or disrepute; and that you will faithfully continue the preservation and restoration efforts Lorraine and I have volunteered to date-- bringing wider recognition and appreciation of the genius unique to this artistic and aesthetic environment.

Sincerely,


Rick Forestiere



CHARLES TINGEY ASSOCIATES, INC.

1110 East Shaw Avenue - Fresno, California 93710 / (209) 221-1271

July 13, 1982

Mr. Joe Forestiere
Forestiere Underground Gardens
5021 W. Shaw Avenue
Fresno, California 93711

Re: The Potential Sale of the
Underground Gardens to our Client

Dear Joe:

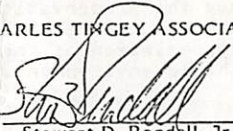
As discussed a couple of weeks back, we have a client who is potentially interested in acquiring the Underground Gardens. Such an acquisition would be based on an outright purchase and leasing back the area that is currently being utilized for the Underground Gardens to you. Our client is Payless Cashways, who is looking to buy and build a building supplies and retail sales outlet. Should a transaction be finalized, we would expect a six percent (6%) sales commission and/or a five percent (5%) leasing commission. As this transaction is in its early stages, we would appreciate your cooperation and confidentiality until the final details have been worked out on this. They are currently scrutinizing two or three alternative sites in the same area, so we are uncertain as to the exact timing of this deal.

Should you have any questions, please feel free to give me a call. Thank you.

Very truly yours,

CHARLES TINGEY ASSOCIATES

By


Stewart D. Randall, Jr.

SDR/jp/TI

cc: Mr. Wally Quinlisk
Mr. Allen McCutchen



NEWS RELEASE - CURRENT STATUS

RE: Termination of Forestiere
Underground Gardens Lease

Release Date: on/after 11-5-86
Authorized By: Rick Forestiere

- (1) The normal OFF-SEASON tours from 10am to 4pm will be temporarily discontinued until further notice. However, a 1-pm Courtsey-tour will be provided weekends only (weather permitting) to honor prior commitments and to accomodate other interested visitors.
- (2) Although the Gardens have been entrusted to us for preservation and restoration purposes, commercial and economic interests are attempting to subvert that pledge.
- (3) In spite of the letter on the back page, I am confident sincere interest in the preservation of the integrity of this State Historical Landmark and National Register Site will transcend any commercial and economic interest.
- (4) I believe the forced termination of the Gardens Lease is contrary to the recent jury's factual findings. Both the original and the re-trial juries found there was an oral agreement modifying the Gardens Lease. Nevertheless, this time the Court allowed the oral agreement to be revoked.