



**FIRST AMENDMENT TO THE RESTATED DECLARATION OF SANITARY
SEWERAGE PUMP STATION MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO THE RESTATED DECLARATION OF SANITARY SEWERAGE PUMP STATION MAINTENANCE AGREEMENT is made by KLAMATH COUNTY, a political subdivision of the State of Oregon; ALPEN Properties, LLC, an Oregon limited liability company; THOMAS H. GASTALDI and LU R. GASTALDI, Trustees of the THOMAS H. AND LU R. GASTALDI TRUST; BACCHUS INVESTORS LLC, an Oregon liability company; LGH II LLC, an Oregon liability company; and WILSONART LLC, a Delaware limited liability company.

WHEREAS on August 26, 2004 MELVIN STEWART and BENJAMIN J. MENOLD formed a partnership known as WESGO for the operation and maintenance of a sanitary sewerage pumping station, said partnership was memorialized by a Sanitary Sewerage Pump Station Maintenance Agreement executed on August 26, 2004 and recorded in Volume M04, Pages 59426-27 of the Official Records of Klamath County Oregon, attached hereto as **Exhibit A**. The current parties to the Sanitary Sewerage Pump Station Maintenance Agreement desire to amend said agreement which will delegate and assign the powers to own, maintain and administer the lift station; and to collect and disburse the assessments and charges hereinafter created.

WHEREAS each owner of a lot within Tract 1357, according to the official plat on file in the office of the County Clerk of Klamath County, Oregon; KLAMATH COUNTY is the owner of Lot 1; ALPEN Properties LLC. is the owner of Lot 2; Thomas H. Gastaldi and Lu R. Gastaldi, Trustees of the THOMAS H. AND LU R. GASTALDI TRUST are owners of Lot 3; and BACCHUS INVESTORS LLC, an Oregon liability company and LGH II LLC, an Oregon liability company are each an owner of a 50% undivided interest, as tenants in common, of Lot 4.

WHEREAS, a Restated Declaration of Sanitary Sewerage Pump Station Maintenance Agreement was recorded on April 21, 2025 in the Official Records of Klamath County Oregon as Document No. 1014-0029636, affecting lot 1357, according to the official plat on file in the Office of the County Clerk of Klamath County Oregon.

WHEREAS, all of the owner's desire to rescind the above referenced Restated Declaration of Sanitary Sewerage Pump Station Maintenance Agreement recorded April 21, 2025, and replace it with this First Amendment to the Restated Declaration of Sanitary Sewerage Pump Station Maintenance Agreement.

WHEREAS, all of the owners agree to allow WILSONART LLC, a Delaware limited liability company, owner of tax lot 3909-01600-00900 to connect and utilize the pump station for a one-time connection fee of \$17,500.00.


NOW, THEREFORE:

- The Restated Declaration of Sanitary Sewerage Pump Station Maintenance Agreement recorded on April 21, 2025 are hereby rescinded.

- All six owners referenced above agree that terms cited in original Sanitary Sewerage Pump Station Maintenance Agreement dated August 26, 2004 are unchanged and still in effect.
- WILSONART LLC, a Delaware limited liability company registered to do business in Oregon, owner of property commonly known as 5959 Wesgo Drive, Klamath Falls, OR is added as a member of the Sanitary Sewerage Pump Station Agreement for a one-time connection fee of \$17,500.00.
- Connection fee will be deposited and tracked in a separate account by the County and shall not be comingled with any other County funds.
- All six owners referenced above declare that they will meet to memorialize details of future costs, allocation of costs associated with operation, maintenance, repair and replacement of said sanitary sewerage pump station.
- Attorney Fees: In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.

Date: 04/21/26

KLAMATH COUTNY, OREGON, a Political subdivision of the State of Oregon. Owner of Lot 1


 By: Derrick DeGroot
 Title: Vice Chair

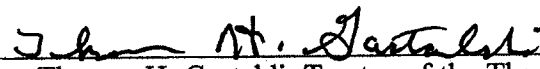
Date: _____


ALPEN PROPERTIES, LLC, an Oregon limited liability company. Owners of Lot 2

 By: Craig S. Volpe, Member

 By: Donna Volpe, Member

Date: 2-15-26


 By: Thomas H. Gastaldi, Trustee of the Thomas H. and Lu R. Gastaldi Trust. Co-Owner of lot 3


 By: Lu R. Gastaldi, Trustee of the Thomas H. and Lu R. Gastaldi Trust. Co-Owner of lot 3

- All six owners referenced above agree that terms cited in original Sanitary Sewerage Pump Station Maintenance Agreement dated August 26, 2004 are unchanged and still in effect.
- WILSONART LLC, a Delaware limited liability company registered to do business in Oregon, owner of property commonly known as 5959 Wesgo Drive, Klamath Falls, OR is added as a member of the Sanitary Sewerage Pump Station Agreement for a one-time connection fee of \$17,500.00.
- Connection fee will be deposited and tracked in a separate account by the County and shall not be comingled with any other County funds.
- All six owners referenced above declare that they will meet to memorialize details of future costs, allocation of costs associated with operation, maintenance, repair and replacement of said sanitary sewerage pump station.
- Attorney Fees: In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.

Date: _____

KLAMATH COUTNY, OREGON, a Political subdivision
of the State of Oregon. Owner of Lot 1

By: _____
Title: _____

Date: _____

ALPEN PROPERTIES, LLC, an Oregon limited liability
company. Owners of Lot 2

Craig S. Volpe member
By: Craig S. Volpe, Member

Donna Volpe, Member
By: Donna Volpe, Member

Date: _____

By: Thomas H. Gastaldi, Trustee of the Thomas H. and Lu
R. Gastaldi Trust. Co-Owner of lot 3

By: Lu R. Gastaldi, Trustee of the Thomas H. and Lu R.
Gastaldi Trust. Co-Owner of lot 3

Date: 4/9/2026

BACCHUS INVESTORS, LLC, an Oregon limited liability company. Co-Owners of lot 4

Todd Collins

By: Todd Collins, Member

Polli Collins

By: Polli Collins, Member

Date: _____

LGH II, LLC, an Oregon limited liability company
Co-Owners of lot 4

By: Joseph Kappler, Member

By: Anne Kappler, Member

Date: 2/12/2026

WILSONART, Delaware limited liability company
registered to do business in Oregon. Owner of lot 5

[Handwritten Signature]

By: Rebecca Mendez

Title: Plant Manager

Date: _____

BACCHUS INVESTORS, LLC, an Oregon limited liability company. Co-Owners of lot 4

By: Todd Collins, Member

By: Polli Collins, Member

2/11/2026

Date: _____

LGH II, LLC, an Oregon limited liability company
Co-Owners of lot 4

DocuSigned by:
Joe Kappler
837A3BAE55FC404

By: Joseph Kappler, Member

DocuSigned by:
Ann Kappler
40289164409A9F6

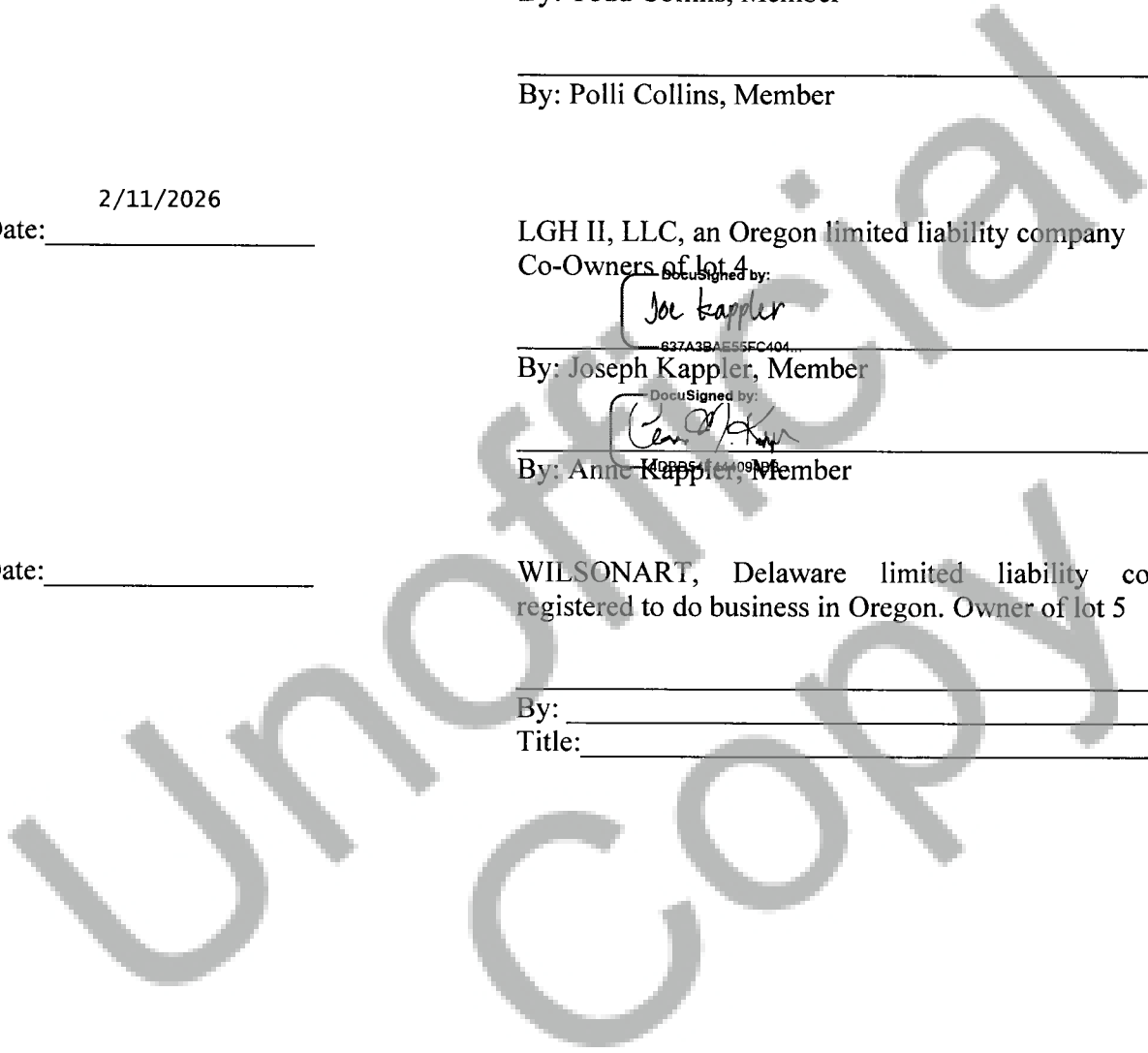
By: Anne Kappler, Member

Date: _____

WILSONART, Delaware limited liability company
registered to do business in Oregon. Owner of lot 5

By: _____

Title: _____



meter # 001350050064A3E0

77 425 790 model

6025 WESGO

Vol M04 Page 59426

SEP 3 PM 3:47

SANITARY SEWERAGE PUMP STATION
MAINTENANCE AGREEMENT

THIS AGREEMENT, made by WESGO, a partnership consisting of Melvin L. Stewart and Benjamin J. Menold (hereinafter "WESGO") and Klamath County, a political subdivision of the State of Oregon (hereinafter "Klamath County"):

RECITALS:

A. Owners are the record owners of the following described real property in Klamath County, State of Oregon, to-wit:

Lots 2, 3 and 4 of Tract 1357, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

B. Klamath County is the owner of Lot 1 of Tract 1357.

C. A sanitary sewerage pumping station is located in the Northwest corner of Lot 4 of Tract 1357 upon a sanitary sewerage easement, which benefits all of the Lots in Tract 1357. It is the intent of the parties hereto that said Lots shall have equal rights to use of the sanitary sewerage pump station and that the owners of each said Lot shall pay equally the costs of operation and maintenance of the sanitary sewerage pumping station.

AGREEMENT

1. WESGO does hereby grant, sell and convey to the current or future owners of each Lot an undivided one fourth ownership in the above described sanitary sewerage pumping station which ownership is to run with the land of each Lot.

2. The current or future owners of each Lot, their heirs, grantees and assigns, shall be responsible for one fourth of the costs of operation, maintenance, repair and replacement of the pump, pipes, and other equipment used in the sanitary sewerage pumping station.

3. The decision for the repair or replacement of the sanitary sewerage pumping station shall be made by any two of the current or future owners of the Lots. The cost of repair or replacement shall be born equally by the owners of each of the Lots.

4. In the event any current or future owner of a Lot neglects or refuses to pay their proportionate share of the costs of operation, maintenance, repair and replacement of the sanitary sewerage pumping station within 30 days of demand by any of the other Lot owners, such account shall be subject to interest at the rate of 12% per annum and subject to all costs of collection including, but not limited to, court costs and attorney fees.

5. In the event that any owner of any Lot shall at any time hereafter institute any suit, action or proceeding against any other owner or owners of other lots to enforce any of the covenants or agreements herein contained or for damages for the breach of the same, the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said disbursements provided by law.

MAINTENANCE AGREEMENT

State of Oregon, County of Klamath
Recorded 09/03/04 3:47 P.m.
Vol M04 Pg 59426-27
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

26

over the counter Brandsness & Rudd, PC

59427

6. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

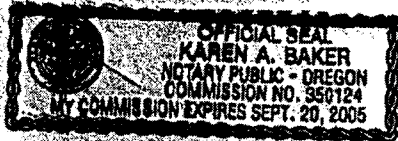
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

Melvin L. Stewart
Melvin L. Stewart

Benjamin J. Menold
Benjamin J. Menold

STATE OF OREGON)
County of Klamath) ss. August 25, 2004.

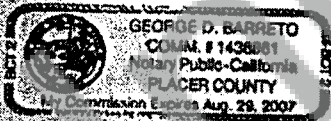
Personally appeared the above-named Melvin L. Stewart, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Karen A. Baker
Notary Public for Oregon
My Commission expires: 9.20.05

STATE OF CALIFORNIA)
County of Placer) ss. August 16th, 2004.

Personally appeared the above-named Benjamin J. Menold, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



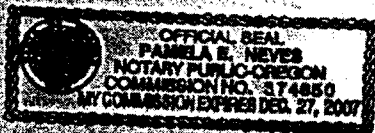
George D. Barreto
Notary Public for California
My Commission expires: August 16, 2004

KLAMATH COUNTY BOARD OF COMMISSIONERS

John Elliott
John Elliott
Chairman of the Board

STATE OF OREGON)
County of Klamath) ss. August 26, 2004.

This instrument was acknowledged before me by John Elliott as Chairman of the Board of County Commissioners.



Pamela E. Neves
Notary Public for Oregon
My Commission expires: 12/27/07

2. MAINTENANCE AGREEMENT