

ARTICLES OF AGREEMENT,

made and concluded this seventeenth day of September, in the year of our Lord one thousand eight hundred and twenty-nine, between the Mayor, Aldermen, and Citizens of the City of St. Louis, party of the first part, and John C. Wilson & Abraham Fox, of Florence, in the State of Alabama, of the second part, WITNESSETH: That the said Wilson & Fox, for themselves, their heirs, executors, administrators, and assigns, covenant and agree to and with said Mayor, Aldermen, and Citizens of the City of St. Louis, as follows, to wit:—

That they will establish works for the supply of the City of St. Louis with clarified water from the Mississippi River, to be placed on sites designated by the party of the first part; the water to be conducted in pipes of cast iron from the reservoir through the principal streets of said City, but the branch pipes may be of either lead or iron.

They will lay said pipes at least three and a half feet beneath the surface of the ground; and for that purpose will be at all the expense of raising the pavement and replacing it properly again.

They will establish twelve public hydrants upon Main-street, at places to be designated for that purpose by said party of the first part, the bores of which shall be respectively of the diameter of at least two inches and a half; and also another hydrant, at the premises now occupied by the "Sisters of Charity," and used as a hospital, to be continued there so long as the same premises shall be used as a hospital; and if such hospital be discontinued at those premises, the said parties of the second part shall establish and supply a hydrant at such other place used as a hospital in said City, as shall be designated by the party of the first part; but in the latter case, the expense of pipes and laying them shall be borne by the party of the first part. And said parties of the second part will make such progress in the establishment of said works, in the course of six months from the date hereof, as shall satisfy said party of the first part that they are proceeding with all reasonable despatch; and they will deliver the water in the reservoir within twelve months from the date hereof, and will establish and supply with water ready for use, six of the before-mentioned hydrants within fifteen months from this date, and will establish and supply with water, ready for use, the residue of the said thirteen hydrants within eighteen months from this date.

The said parties of the second part will also, (provided the reservoir of said works shall be within the ground of William H. Ashley,) make, erect, keep in repair, and supply with water, a fountain, with pipes well laid leading thereto; which fountain shall be located somewhere between said Ashley's mansion house and the large gate in front of the same, and shall be made on such plan and manner as directed by said Ashley. The cost of said fountain, exclusive of the pipes, shall not exceed the sum of one hundred dollars. Said fountain shall not be permitted to run in the night time, but water may be taken therefrom at any time by said Ashley or his heirs or assigns, for the use of his or their family, residing at said mansion house of said Ashley, to whomsoever said house and premises may belong;—it being the understanding of the parties hereto, that said fountain is to be a perpetual appendage of said house; and the said parties of the second part, their heirs, executors, administrators, and assigns, will erect and establish said works, including said hydrant and fountain, and keep them in good order at all times, at their own expense, and well supplied with water for the purposes aforesaid.

And said party of the first part doth covenant and agree to and with said parties of the second part, their heirs, executors, administrators, and assigns, that the said party of the first part will furnish to said parties of the second part, suitable sites on which to erect their works aforesaid, to the north of said city, at the distance therefrom not farther than the large mound in Gen. Wm. H. Ashley's enclosure, near his mansion house, to wit: a lot of ground, forty feet by one hundred and twenty feet, on the bank of the river Mississippi, and a half an acre of ground, or thereabouts, on some eminence. Said parties of the first part will also pay to said parties of the second part, their heirs, executors, administrators, or assigns, the sum of three thousand dollars whenever the water shall be delivered in the reservoir; and shall furnish to them the privilege of laying the necessary pipes in the establishment of said works. Said party of the first part further covenant, that none of said twelve public hydrants, to be erected, as aforesaid, on Main-street, shall ever be used on any occasion, or for any purpose whatever, except for washing the streets and for extinguishing fires, and for exercising the fire-engines of the City: And further, that said parties of the second part shall have the privilege of using the streets of said City, for laying pipes for conducting water to supply said city or its inhabitants.

And it is agreed between said parties, their successors, heirs, executors, administrators, and assigns, that said parties of the second part shall have the exclusive privilege, within said City, of furnishing individuals and the public generally with water, by establishments or works similar to those aforesaid; but that their heirs, executors, administrators, or assigns, shall not receive from any private family, for a supply of water, more than the sum of twenty dollars per year; nor for the supply of any tavern, hotel, or public house, a higher sum per year than one hundred dollars; nor for the supply of any store, or shop, or office, more than the sum of ten dollars per year; and for the supply of all livery stables, and all manufacturing establishments, they may receive such reasonable sum, in proportion to the foregoing rates, as may be agreed on. All branch pipes are to be paid for by the individuals for whose use they are laid; or shall be laid by themselves, under the superintendence of said parties of the second part, their heirs, executors, administrators, or assigns.

It is further agreed, that the party of the first part shall be at liberty to have as many public hydrants, in addition to the twelve aforesaid, as said party of the first part shall think fit for such public purposes as before specified; but said party of the first part shall in such case pay for erecting such additional hydrants, and for the pipes and laying the same, or may erect the same and lay the pipes under the superintendence of said parties of the second part, or their representatives.

It is further agreed, also, that the hydrant for the use of the hospital, or any hydrant that may be erected for the use of a hospital in said City, shall be used only and exclusively for such hospital and its tenants.

It is likewise agreed, that the party of the first part shall have the management and regulation of the public hydrants, and may from time to time pass ordinances for the preservation of the water, and safety of all the public or private hydrants, pipes, and appendages, as may be sufficient for their protection.

And said parties, for themselves and their representatives aforesaid, agree that this contract, its benefits, and the works to be established thereunder, shall not be transferred or assigned in any manner, to any person or persons, without the consent of the party of the first part. And after said works are put into operation, if the said works shall not yield a sufficient supply of water for the public hydrants, or shall not keep them full, then said parties of the second part, their heirs, executors, administrators, or assigns, shall forfeit and pay, to said party of the first part, one hundred dollars for each and every day of such default: provided, that if unavoidable accidents shall have caused such default in the supply of water, the said forfeiture shall not accrue.

All penalties, which may accrue as just above stated, shall be a lien on the said establishment and works, for the security of the penalties that may become due. And it is the understanding of said parties, and they do expressly warrant and agree, that at the expiration of twenty-five years from this date, the said works, with their appendages, shall become the property of said party of the first part, which may then enter into possession of the same; and the said party of the second part, their heirs, executors, administrators, or assigns, shall then relinquish said works, and all their appendages and appurtenances, in good and complete order, repair, and operation, unto said party of the first part, absolutely and forever.

IN TESTIMONY WHEREOF, Said party of the first part hath affixed hereto the common seal of said City, by the Mayor and President of the Board of Aldermen, duly thereto authorized, who have likewise signed their names; and the said parties of the second part have hereto set their hands and seals, the day and year first above written.

By the Mayor and President,
J. A. WHERRY, *Regr.*

(Signed,) DANIEL D. PAGE, *Mayor.*
(Signed,) JOS. C. LAVEILLE, *Pres't. Board Aldermen.*
(Signed,) JOHN C. WILSON.
(Signed,) ABRAHAM FOX. **[L. S.]**

STATE OF MISSOURI,
County of St. Louis,

Be it remembered, that on this 19th day of September, in the year of our Lord one thousand eight hundred and twenty-nine, before me, one of the Justices of the Peace within and for the County aforesaid, appeared John C. Wilson and Abraham Fox, who were proven by Joseph A. Wherry and Joseph C. Laveille, examined before me on oath, to be the persons respectively whose names are subscribed to the foregoing instrument of writing, as having executed the same, and acknowledge the said instrument, (each one respectively,) to be his act and deed for the purposes therein mentioned.

I certify that the foregoing acknowledgment was taken in duplicate, on the day and year last aforesaid, and this certificate on this duplicate made this 21st day of September, 1829.

(Signed,) JOS. C. BROWN, *Justice of the Peace.*

STATE OF MISSOURI,
County of St. Louis,

I, Archibald Gamble, Clerk of the Circuit Court, and Ex Officio Recorder of the County of St. Louis, certify that the within agreement, between the Mayor, Aldermen, &c. of the City of St. Louis, and John C. Wilson & Abraham Fox, is truly recorded in my office, in Book P, page 282, and following.

[L. S.] Given under my hand and official seal, this 24th day of November, 1829.

ARCH'D. GAMBLE, *Recorder.*

Be it remembered, that it is expressly understood and agreed by the undersigned contracting parties to the within and foregoing articles of agreement, that the word "themselves" shall be taken and understood coming in between the words "that their," in the twenty-eighth line from the top of the second page of the agreement.

(Signed,) J. C. WILSON.

Witness, (Signed,) J. A. WHERRY, as to J. C. Wilson.
March 26, 1830.