

WHEREAS, Articles of Agreement were made and concluded on the seventeenth day of September, in the year one thousand eight hundred and twenty-nine, by and between the Mayor, Aldermen, and Citizens of the City of St. Louis, party of the first part, and John C. Wilson & Abraham Fox of the second part, for the purpose and with the intent of supplying the City of St. Louis with clarified water from the Mississippi river; and whereas the said John C. Wilson, by an instrument in writing, under his hand and seal, dated the seventeenth day of August, in the year one thousand eight hundred and thirty, bargained, sold, transferred, and conveyed to the said Abraham Fox, all his right, title, and interest, both at law and in equity, in and to the water works contracted to be established as aforesaid, and all the materials purchased and contracted for to be used in and about the erection, building, and establishing the works aforesaid, with all teams, tools, implements, engines, and apparatus purchased, contracted for, and used in and about the same, together with all the rights, privileges, emoluments, and profits thus acquired, stipulated, contracted, covenanted, and agreed for, or that might thereafter be acquired, stipulated, contracted, covenanted and agreed for, in and by virtue of all and every contract for or on account of the said works so undertaken and contracted to be established as aforesaid, and all other privileges and advantages appertaining to the same, which articles of agreement and instrument of writing are here referred to, and make part of this. And whereas the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, and the said Abraham Fox, are desirous to make alteration in said articles of agreement hereinbefore referred to, now this witnesseth, that the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, do hereby release the said John C. Wilson & Abraham Fox, and each of them, from all covenants on their part, in said articles of agreement expressed, except that relating to the erection, keeping in repair, and supplying with water the fountain, which is to constitute an appendage to the mansion house of William H. Ashley. And the said Abraham Fox does hereby release the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, from all covenants on their part, except as hereinbefore excepted, in said articles of agreement expressed. And it is further agreed between the parties to this instrument, that all agreements, with the exception aforesaid, in said articles of agreement expressed or implied, are hereby cancelled, annulled, and vacated, released and discharged. And this instrument further witnesseth, that, in consideration of the premises, the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, covenant to and with the said Abraham Fox, to erect, without delay, water works for the supply of the City of St. Louis with clarified water from the Mississippi River, and put the same in operation—the plan of said works to be subject to the exclusive control, and their regulation when erected to the exclusive direction, of the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid. And they do further covenant, to and with the said Abraham Fox, that the water shall be conducted in pipes of cast iron from the reservoir through the principal streets of said City, but the branch pipes may be either of lead or iron; that every private family supplied with water from said works, shall pay at least the sum of ten dollars; all taverns, hotels, or public houses, at least the sum of fifty dollars; all stores, shops, or offices at least the sum of ten dollars; all manufacturing establishments and livery stables at least the sum of fifty dollars, and so in like proportion for all other private use of water from said works. And that they will pay to the said Abraham Fox—the paying one-fourth of the expense attending the erection and keeping in repair the said water works, and the supplying the City with water therefrom, (the public hydrants excepted,)—one-fourth of the proceeds arising from the use of the same during the term and period of twenty-seven years, from the seventeenth day of September, in the year one thousand eight hundred and twenty-nine; and that they will pay all the expense attending the erection and keeping in repair the public hydrants, it being understood that no profit is to be derived to the said Abraham Fox from them, and that they will use them for no other purpose than the washing of the streets, extinguishing fires, and exercising the fire-engines of the city during the term and period of time aforesaid. And the said Abraham Fox does hereby covenant to and with the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, to pay one-fourth of the expense attending the erection and keeping in repair the said water-works hereinbefore covenanted to be established, and the supplying of the City, within the meaning of this instrument, with water from said works, for and during the period of years aforesaid, (except the expense of erecting and keeping in repair the public hydrants, which is to be at the expense of the City exclusively,) as it may be incurred, and whenever he shall be thereunto required.

And the said Abraham Fox covenants to and with the Mayor, Aldermen, and Citizens of the City of St. Louis aforesaid, that his interest in the proceeds of said works shall ever stand and be pledged for the one-fourth of the expense to be paid by him as aforesaid, and that such expense shall be a lien on his interest aforesaid, from the time it accrues till paid; and that he will pay on all sums advanced by the Mayor, Aldermen, and Citizens of the City of St. Louis, interest at the rate of six per centum per annum, when advanced on the account of his fourth part.

And the said Abraham Fox does hereby bargain, sell, transfer, and convey to the Mayor, Aldermen, and Citizens of the City of St. Louis, the engine, engine-house, pipes, timber, materials, utensils, teams, carts, wagons, tools, and all other apparatus and means purchased or contracted for, used or to be used, in and about the erection of the said water works.

And it is agreed between the parties hereto, that there shall annually be a settlement between them, of the expenses and proceeds of the said works wherein the said Fox shall or may be interested; and that all covenants from the one to the other, made in this instrument, shall determine and expire at the end of the period of twenty-seven years aforesaid.

IN TESTIMONY WHEREOF, The Mayor, Aldermen, and Citizens of St. Louis aforesaid, have 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 Abraham Fox has hereto set his hand and seal this 2d day of April, in the year 1831.

By the Mayor and President of the Board of Aldermen. } (Signed,) DANIEL D. PAGE, Mayor.
J. A. WHERRY, Register City of St. Louis. } (Signed,) JOS. C. LAVEILLE, Pres't. Board Aldermen.
(Signed,) ABRAHAM FOX. [L. S.]

STATE OF MISSOURI, }
County of St. Louis, } ss.

BE it remembered, that on this second day of April, in the year of our Lord one thousand eight hundred and thirty-one, before me, one of the Justices of the Peace within and for the County aforesaid, appeared Daniel D. Page, Mayor of the City of St. Louis, and Jos. C. Laveille, President of the Board of Aldermen of the City of St. Louis, and Abraham Fox, all of whom are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing, as having executed the same, and severally acknowledged the said instrument to be their act and deed for the purposes therein mentioned, in their respective capacities aforesaid.

Taken and certified the day and year aforesaid.

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

STATE OF MISSOURI, }
County of St. Louis, } ss.

I, Archibald Gamble, Clerk of the Circuit Court, and Ex Officio Recorder of St. Louis County, do certify, that the within Articles of Agreement, between the Mayor, Aldermen, and Citizens of the City of St. Louis and Abraham Fox, is truly recorded in my office, in Book R, pages 169 and following.

[L. S.] Given under my hand, and the seal of said Circuit Court, at office, the 31st day of May, 1831.

ARCHIBALD GAMBLE, Recorder.