

*City of Alexandria, Virginia*

MEMORANDUM

DATE: JUNE 18, 2009

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JAMES K. HARTMANN, CITY MANAGER 

SUBJECT: RESOLUTION TO AUTHORIZE CITY MANAGER TO EXECUTE CONSERVATION EASEMENT AGREEMENT WITH ALEXANDRIA HISTORICAL RESTORATION & PRESERVATION COMMISSION

**ISSUE:** City Council consideration of a resolution authorizing the City Manager to sign a Conservation Easement Agreement with the Alexandria Historical Restoration and Preservation Commission (AHRPC), for the purpose of preserving Gadsby’s Tavern.

**RECOMMENDATION:** That City Council adopt the attached resolution (Attachment II) and authorize the City Manager to sign the Conservation Easement Agreement (Attachment I) with the AHRPC and execute all documents as may be required.

**BACKGROUND:** The Gadsby’s Tavern complex was restored by the City of Alexandria between 1972 and 1976. For more than thirty years, the City has maintained the historic tavern buildings, performing necessary mechanical system repairs, restoring problems in the historic fabric of the building, and making minor cosmetic repairs as needed.

In 2000, the Office of Historic Alexandria and the Department of General Services, recognizing the need to upgrade the building’s failing circa 1974 HVAC system, began to plan for its replacement. The HVAC project was divided into four independent implementation phases. The first three phases of the project included building a new cooling tower, creating a new exhaust system for the restaurant, and replacing the air handler units in the American Legion building (1878 Hotel Wing) and the restaurant space.

While the first three phases were completed in 2003, the entire system could not be connected until 2008 when the fourth and final phase of the HVAC replacement project was completed, which included replacing three air handling units in the museum, excavating the subterranean mechanical pit where the “chiller” and other portions of the HVAC system were located, and connecting the entire system. This closed system will now maintain a consistent temperature throughout the historic structure.

A federal *Save America's Treasures* Grant (51-06-ML-0479) of \$49,264 was approved for fund a portion of the HVAC replacement at Gadsby's Tavern Museum. As a requirement of that federal grant, an historic preservation easement is required.

**DISCUSSION:** The total project cost was \$913,644, funded by a Commonwealth of Virginia, Historic Preservation Fund Grant (\$37,500), a federal *Save America's Treasures* Grant (\$49,264) and City Capital Improvement Project (\$826,880).

**FISCAL IMPACT:** Upon signing and submitting the Conservation Easement Agreement with the AHRPC, the City of Alexandria will be reimbursed \$49,264 from the federal government.

**ATTACHMENTS:**

Attachment I. Proposed Deed of Conservation Easement Agreement

Attachment II. Proposed Resolution (also serves as Exhibit D to the Conservation Easement Agreement)

**STAFF:**

Lance Mallamo, Director, Office of Historic Alexandria

Gretchen Bulova, Director, Gadsby's Tavern Museum

Liz Williams, Assistant Director, Gadsby's Tavern Museum

**DEED OF CONSERVATION EASEMENT AGREEMENT**  
**For a Save America's Treasures Grant to Gadsby's Tavern Museum**  
Exempted from recordation tax under the Code of Virginia (1950) as amended,  
Sections 58.1-811 (a) (3) and 58.1-811 (D)

**INTRODUCTION.** This conservation easement agreement is made the 18 day of June, 2009, between the City of Alexandria as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the Alexandria Historical Restoration and Preservation Commission, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under the laws of the Commonwealth of Virginia (Sections 10.1-1009, 10.1-1010) for the purpose of preserving Gadsby's Tavern Museum, two buildings that are important culturally, historically, and architecturally. This property is individually listed on the National Register of Historic Places and is within the Alexandria National Register Historic District, a National Historic Landmark.

1. **The Subject Property.** This agreement creates a conservation easement in real estate legally described in Exhibit A. The Subject Property is the site of Gadsby's Tavern Museum, located at 134 North Royal Street, Alexandria, Virginia (hereafter referred to as the "Subject Property").

2. **Grant of conservation easement.** In consideration of the sum of \$49,264 received in grant-in-aid financial assistance, Grant Number 51-06-ML-0479, from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a conservation easement in the Subject Property for the purpose of assuring preservation of Gadsby's Tavern Museum.

3. **Easement required for Federal grant.** This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the Save America's Treasures Grant Program.

4. **Conditions of easement:**

a. *Duration.* This conservation easement is granted *in perpetuity* commencing on the date when it is filed with the Alexandria Clerk of Circuit Court, in the Commonwealth of Virginia, in the United States of America.

b. *Documentation of condition of Gadsby's Tavern Museum at time of grant of this easement.* In order to make more certain the full extent of Grantor's obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, the character-defining materials, features, and spaces are documented in Exhibit "B" at the end of this agreement. Exhibit "B" includes a copy of the National Register of Historic Places Nomination Form; showing its listing on the Landmarks Register as of January 28, 1964 and certified listing on the National Register dated July, 1975. The documentation consists of a photographic record which Grantee and the Grantor personnel have compiled, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution

images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Subject Property.

- c. **Duty to maintain the Subject Property.** The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places for the duration of this Easement.
- d. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that, once work described in Exhibit "C" is funded by the Save America's Treasures Grant Program, no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B". This shall be construed to include currently pending modifications to the ice well viewing structure, the documentation for which shall also be included in the Grantee's conservation easement file for the Subject Property. Exterior construction materials, architectural details, form, fenestration, scale, and mass should not be adversely affected nor the structural soundness or setting altered without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards").
- e. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "B" without prior written permission of the Grantee, in consultation with Alexandria Archaeology, affirming that such work will meet the Secretary of the Interior's applicable *"Standards for Archeology and Historic Preservation"*
- f. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in the Alexandria Archaeology Collection repository to ensure that its care will be in the manner prescribed in the applicable Standards for Archeology and Historic Preservation or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- g. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

- h. Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at least annually, with reasonable notice and at mutually agreed times, in order to ascertain whether the conditions of this conservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.
- i. Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
- j. Easement shall run with the land; conditions on conveyance.* This conservation easement shall run with the land and be binding on the Grantor, its successors, and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
- k. Casualty Damage or Destruction.* (1) In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register and the State Historic Preservation Office (Department of Historic Resources) in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Subject Property which will then be returned to the U.S. Government. (2) In the event of the Subject Property's being delisted or some other unexpected change in the conditions surrounding the property makes it impossible or impractical to continue to use it for the purposes of the easement, the Grantee may move to have the easement extinguished by judicial proceedings. Grantee shall be entitled to share in the net proceeds of the extinguishment in the proportion of the value of the easement to the market value of the whole property on the date of the easement. Grantee

agrees to use any such proceeds in the preservation and conservation of other historic properties.

- l. Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this conservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Subject Property to reimburse the Grantee and the Alexandria City Attorney or the Commonwealth of Virginia Attorney General for all the expenses incurred by the City or Commonwealth in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
- m. Effective date; severability.* This conservation easement shall become effective when filed by the Grantor in the Office of the Alexandria Clerk of the Circuit Court, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.
- n. Amendments.* The parties may by mutual written agreement jointly amend this conservation easement, provided the amendment shall be consistent with preservation purpose of this conservation easement and shall not reduce the regulatory controls listed in the conditions of this conservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the Alexandria Clerk of the Circuit Court.
- o. Grantee Plaque.* Grantor agrees that by mutual consent of the parties, the Grantee may provide and maintain a Grantee easement plaque, which indicates that the property is subject to an easement and which has been approved by the Board of Architectural Review, on the street façade of the Property, mounted flush on the front exterior of the structure.
- p. Grantee dissolved.* In the event that the Grantee shall at any time in the future be dissolved or unable to hold this easement, Grantee covenants and agrees to convey such easement to a similar qualifying local or national organization whose purpose is to promote historic preservation.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

**GRANTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

COMMONWEALTH OF VIRGINIA, CITY OF ALEXANDRIA COUNTY: On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me the undersigned, a Notary Public for said Commonwealth, personally appeared \_\_\_\_\_, to me personally known, who stated that he is \_\_\_\_\_, City Manager of the City of Alexandria, and that the foregoing instrument was signed on behalf of City of Alexandria by authority of its City Council, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the City.

\_\_\_\_\_  
NOTARY PUBLIC

**GRANTEE: Alexandria Historical Restoration and Preservation Commission**

By: \_\_\_\_\_  
Charles L. Trozzo, Chairman

Attest: \_\_\_\_\_  
Martha S. Feldkamp, Secretary

COMMONWEALTH OF VIRGINIA, CITY OF ALEXANDRIA: On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, a Notary Public for said State, personally appeared **Charles L. Trozzo**, who stated that he is the duly appointed and actively serving Chairman, Alexandria Historical Restoration and Preservation Commission, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the Alexandria Historical Restoration and Preservation Commission.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A TO THE CONSERVATION AGREEMENT

### Legal description of the Subject Property

This agreement creates a conservation easement in real estate legally described as

Beginning at the point which is the intersection of the south building line of Cameron Street with the west building line of Royal Street, and running thence south on Royal Street 83.54 feet, more or less, to the line of property of Tavern Square; thence with said line N. 80° 55' 00" 133 feet, more or less, to another line of Tavern Square property; thence N. 09° 30' 00" E 83.45 feet, more or less to Cameron Street; and thence easterly on Cameron Street 133 feet, more or less, to the point of beginning. Not including the 1976 outbuildings located in the courtyard, or any subsequent replacement outbuildings. (Shown on the attached site plan)

Also, including the ice well that lies outside the bounds described above and that extends north from the Cameron Street north building basement wall, under the sidewalk and the surface of Cameron Street. (Shown on the attached site plan, as a dashed circle and hyphen extending from just west of the northeast corner of the building)



**EXHIBIT B TO CONSERVATION EASEMENT  
AGREEMENT**

**National Register Nomination**

STATE	Virginia
COUNTRY	Alexandria (Ind. City)
FOR NPS USE ONLY	
ENTRY DATE	

**NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM**

**NATIONAL HISTORIC LANDMARKS**  
(Type all entries complete applicable sections)

**1. NAME**

COMMON:  
Gadsby's Tavern

AND/OR HISTORIC:  
Gadsby's Tavern

**2. LOCATION**

STREET AND NUMBER:  
134 North Royal Street

CITY OR TOWN:  
Alexandria

CONGRESSIONAL DISTRICT:  
Eighth (8th)

STATE:  
Virginia 22314

CODE:  
51

COUNTY:  
Alexandria (Ind. City)

CODE:  
510

**3. CLASSIFICATION**

CATEGORY (Check One)	OWNERSHIP	STATUS	ACCESSIBLE TO THE PUBLIC
<input type="checkbox"/> District <input type="checkbox"/> Site <input type="checkbox"/> Object <input checked="" type="checkbox"/> Building <input type="checkbox"/> Structure	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Both	Public Acquisition: <input type="checkbox"/> In Process <input type="checkbox"/> Being Considered <input checked="" type="checkbox"/> Occupied <input type="checkbox"/> Unoccupied <input type="checkbox"/> Preservation work In progress	Yes: <input type="checkbox"/> Restricted <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> No

PRESENT USE (Check One or More as Appropriate)

<input type="checkbox"/> Agricultural	<input type="checkbox"/> Government	<input type="checkbox"/> Park	<input type="checkbox"/> Transportation	<input type="checkbox"/> Comments
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Private Residence	<input type="checkbox"/> Other (Specify)	
<input type="checkbox"/> Educational	<input type="checkbox"/> Military	<input type="checkbox"/> Religious		
<input type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Museum	<input type="checkbox"/> Scientific		

**4. OWNER OF PROPERTY**

OWNER'S NAME:  
City of Alexandria

STREET AND NUMBER:  
City Hall

CITY OR TOWN:  
Alexandria

STATE:  
Virginia

CODE:  
510

**5. LOCATION OF LEGAL DESCRIPTION**

COURTHOUSE, REGISTRY OF DEEDS, ETC.:  
City

STREET AND NUMBER:

CITY OR TOWN:  
Alexandria

STATE:  
Virginia

CODE:  
510

**6. REPRESENTATION IN EXISTING SURVEYS**

TITLE OF SURVEY:  
Historic American Buildings Survey

DATE OF SURVEY: 1936

DEPOSITORY FOR SURVEY RECORDS:  
Library of Congress/Annex

STREET AND NUMBER:  
Prints and Photographs Division

CITY OR TOWN:  
Washington

STATE:  
D.C.

CODE:  
11

STATE: Virginia

COUNTY: Alexandria

ENTRY NUMBER

DATE

FOR NPS USE ONLY

7. DESCRIPTION

CONDITION	(Check One)				
	<input type="checkbox"/> Excellent	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Deteriorated	<input type="checkbox"/> Ruins
	(Check One)			(Check One)	
	<input checked="" type="checkbox"/> Altered	<input type="checkbox"/> Unaltered	<input type="checkbox"/> Moved	<input checked="" type="checkbox"/> Original Site	

DESCRIBE THE PRESENT AND ORIGINAL (If Known) PHYSICAL APPEARANCE

Gadsby's Tavern comprises two adjoining tavern buildings; the smaller of the two was built in 1752 and was known as the City Tavern, or the Coffee House. It is topped by a gabled roof above a modillioned cornice with fretwork along the lowest molding. The roof is pierced by three dormers, large keystones accentuating the flat arches above the window openings. Fluted pilasters flank the central entrance and support a broken pediment that rises through a stringcourse above a round-arched transom with a tall keystone. The portal, the winged flat arches, and large key-blocks of stone over the windows are typical of late eighteenth-century Georgian Colonial design.

John Wise built a large three-story brick addition in 1792, with a simpler exterior than the original tavern. It included a large ballroom with intricate wood panelling and an overhead gallery for the musicians. Both interiors are notable for the quality and extent of their carved woodwork. The accompanying map A is a schematic diagram of a more intricate map done by John Wise, 1792-94. It shows a stable, kitchen, washhouse, coachhouse and necessary besides the remaining three brick buildings, labelled A, B, and F.

In 1794 the tavern was taken over by John Gadsby under a lease, at which time it gained its present name. In 1926 the tavern was purchased by the American Legion, Post #24. They saved the buildings from demolition and, along with other local organizations, did much to bring about its complete restoration. The ballroom woodwork of the corner building now belongs to the Metropolitan Museum of Art, but has been copied in detail and replaced. The front of the larger building was restored by the Mount Vernon Chapter of the D.A.R., and the main doorway was repurchased from the Metropolitan in 1949. Two ballrooms, a walled courtyard with cobblestone surfacing, an underground brick kitchen, a tap room and lodging rooms are now undergoing extensive restoration in preparation for the nation's bicentennial celebration. Excavation is being done in the courtyard, with numberable artifacts already discovered. It is planned that the larger tavern will be converted into a working restaurant and tavern by 1976. The earlier building will remain as a museum.

BOUNDARIES

Gadsby's Tavern is located on a lot approximately 115 feet in depth and 100 feet in width; the boundary itself extends to the curbline. North is located on the southwest corner of North Royal and Cameron Streets, Alexandria. The streets have not changed configuration since their construction before 1752.

**6. SIGNIFICANCE**

PERIOD (Check One or More as Appropriate)

<input type="checkbox"/> Pre-Columbian	<input type="checkbox"/> 16th Century	<input checked="" type="checkbox"/> 18th Century	<input type="checkbox"/> 20th Century
<input type="checkbox"/> 15th Century	<input type="checkbox"/> 17th Century	<input type="checkbox"/> 19th Century	

SPECIFIC DATE(S) (If Applicable and Known) 1752- c. 1852

AREAS OF SIGNIFICANCE (Check One or More as Appropriate)

<input type="checkbox"/> Aboriginal	<input type="checkbox"/> Education	<input type="checkbox"/> Political	<input type="checkbox"/> Urban Planning
<input type="checkbox"/> Prehistoric	<input type="checkbox"/> Engineering	<input type="checkbox"/> Religion/Phi-	<input checked="" type="checkbox"/> Other (Specify)
<input type="checkbox"/> Historic	<input type="checkbox"/> Industry	osophy	<u>Travel</u>
<input type="checkbox"/> Agriculture	<input type="checkbox"/> Invention	<input type="checkbox"/> Science	_____
<input type="checkbox"/> Architecture	<input type="checkbox"/> Landscape	<input type="checkbox"/> Sculpture	_____
<input type="checkbox"/> Art	Architecture	<input type="checkbox"/> Social/Human-	_____
<input type="checkbox"/> Commerce	<input type="checkbox"/> Literature	itarian	_____
<input checked="" type="checkbox"/> Communications	<input type="checkbox"/> Military	<input type="checkbox"/> Theater	_____
<input type="checkbox"/> Conservation	<input type="checkbox"/> Music	<input type="checkbox"/> Transportation	_____

STATEMENT OF SIGNIFICANCE

Gadsby's Tavern is one of the best known inns in America. It was built in 1752, when it was known as City Tavern, or the Coffee House. In 1792 a three-story brick building was erected adjoining the original tavern. In 1794 John Gadsby leased the tavern from John Wise, at which time the inn acquired its present name. Known nationwide for its elegance and hospitality, Gadsby's Tavern housed and fed most of the famous persons visiting the country from 1752 for the next hundred years.

HISTORY

During the last half of the eighteenth century, Gadsby's Tavern was an important center of Virginia life. Two years after its construction, in 1754, George Washington recruited his first command there. He was quartered at City Tavern when he received his commission as Major on General Braddock's staff. The Fairfax Resolves were prepared here—those resolves which eventually grew into the Virginia Bill of Rights. In this tavern a convention called by Washington to settle the question of import duties on Potomac River commerce held its meetings. The question seemed of larger importance and eventually led to the convention in Philadelphia which prepared the constitution of the United States. The first celebration of the adoption of the Federal Constitution took place at City Tavern on June 28, 1788. John Wise built a large three-story brick addition in 1792. It was opened on February 11, with festivities commemorating Washington's birthday. In Wise's new hotel, Alexandria architecture reached its highest expression.

In 1794, John Gadsby took over the tavern under a lease. As fine as the tavern had been under Wise, it was to reach new excellence and fame. Running the two taverns as one, under the name Gadsby's Tavern, he spread the fame of its comfort and culinary art throughout the country. From Boston to New Orleans, the better-off traveler did his best to make Gadsby's. Gadsby established his own stage coach line from Alexandria to Philadelphia, and it was necessary to be a guest with him in order to get a ticket.

In 1798, George Washington made his last military appearance at Gadsby's.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

Moore, Gay Montague, Seaport in Virginia; George Washington's Alexandria, Richmond, 1949.  
 Work Projects Administration, Virginia; A Guide to the Old Dominion, New York, 1940.

**10. GEOGRAPHICAL DATA**

LATITUDE AND LONGITUDE COORDINATES DEFINING A RECTANGLE LOCATING THE PROPERTY				OR	LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES	
CORNER	LATITUDE				LONGITUDE	
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
NW	°	'	"	°	'	"
NE	°	'	"	°	'	"
SE	°	'	"	°	'	"
SW	°	'	"	°	'	"

UTM  
18.322510.4296970

APPROXIMATE ACREAGE OF NOMINATED PROPERTY: Less than one acre

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE:	CODE	COUNTY:	CODE

**11. FORM PREPARED BY**

NAME AND TITLE: Stephen Lissandrello, Historian, Landmarks Review Project

ORGANIZATION: Historic Sites Survey, National Park Service DATE: 2/10/75

STREET AND NUMBER: 1100 L. Street, N.W.

CITY OR TOWN: Washington STATE: D.C. CODE: 11

**12. STATE LIAISON OFFICER CERTIFICATION**      **NATIONAL REGISTER VERIFICATION**

As the designated State Liaison Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service. The recommended level of significance of this nomination is:

National  State  Local

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this property is included in the National Register.

Landmark Jan 28, 1964

Designated: \_\_\_\_\_ date

Director, Office of Boundary Establishment and Historic Preservation Charles H. ... 7-17-75

Date: \_\_\_\_\_

Arch. Surveys

ATTEST: Boundary Affirmed:

... 7/24/75

Director, OHP

Keeper of The National Register

Date: \_\_\_\_\_

NATIONAL REGISTER OF HISTORIC PLACES  
INVENTORY - NOMINATION FORM

(NATIONAL HISTORIC  
LANDMARKS)

(Continuation Sheet)

ST Virginia	
COUNTY Alexandria (Ind. City)	
FOR NPS USE ONLY	
ENTRY NUMBER	DATE

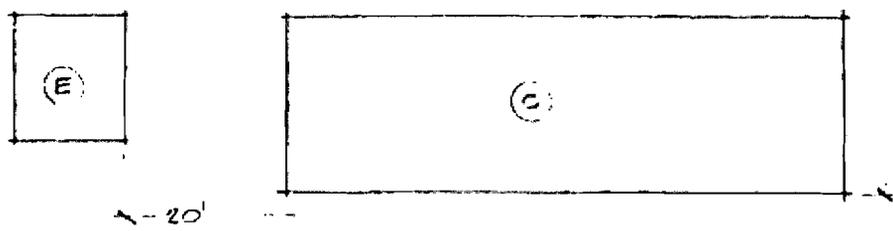
(Number all entries)

8. Significance second page

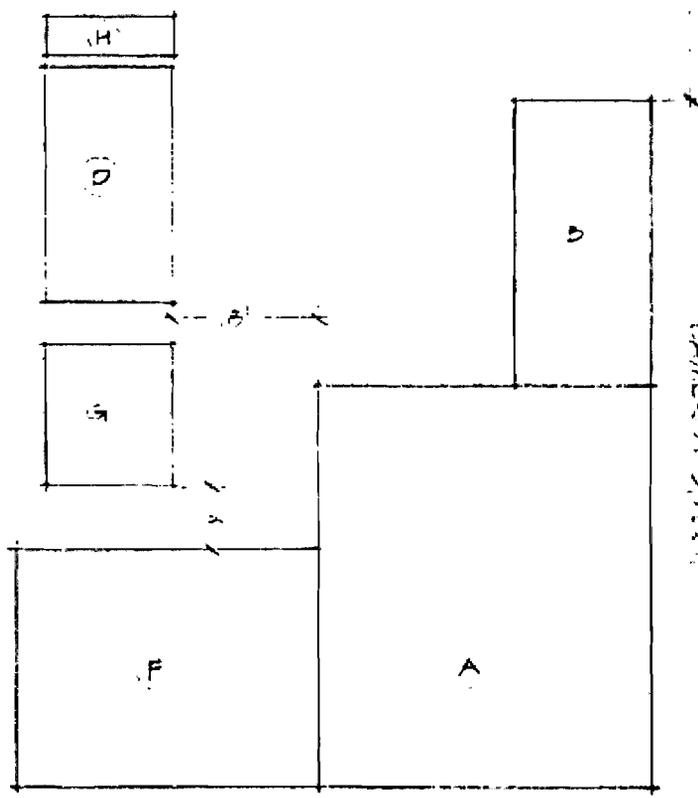
After a dinner of canvasback duck, hominy and madeira wine, he stood in the tavern doorway to review the Alexandria Independent Infantry Blues, a company of volunteers. The General issued a final military order bidding farewell to the troops on that occasion.

Others who enjoyed the hospitality at Gadsby's included the Marquis de Lafayette, Thomas Jefferson, Alexander Hamilton, John Paul Jones, Baron de Kalb, George Clinton, Benjamin Franklin, General Braddock, Aaron Burr, George Mason, George Clinton, the Lees, the Byrds, the Washingtons, the Fitzhughes, Francis Scott Key and Henry Clay. Indeed, there were very few notable men between 1752 and a century later who did not visit the tavern on journeys between Philadelphia and the South. There were few stops of any kind on the stage routes of that era, and taverns the quality of Gadsby's were very rare indeed.

B.



- (A) BRICK TAVERN - THREE STOREY HIGH - 40 x 51 FEET - COVERED WITH WOOD - OCCUPIED BY MYSELF \*
  - (B) BRICK DWELLING HOUSE AND KITCHEN - TWO STOREY HIGH - 30 x 17 FEET COVERED WITH WOOD - OCCUPIED BY MYSELF \*
  - (C) WOODEN STABLE - 11 x 10 FEET
  - (D) WOODEN GOAT STALLS - 20 x 15 FEET
  - (E) WOODEN WASH HOUSE - 12 x 14 FEET - OCCUPIED BY MYSELF \*
  - (F) BRICK COFFEE HOUSE - 2 STOREY HIGH - 24 x 30 FEET - COVERED WITH WOOD - OCCUPIED BY MR. GIBBERT
  - (G) WOODEN KITCHEN - ONE STOREY - 12 x 12 FEET - OCCUPIED BY MR. GIBBERT
  - (H) WOODEN NECESSARY
- \* MYSELF - JOHN WISE



NORTH ROYAL STREET

SCALE: 1" = 20'



GADSBY'S TAVERN  
ALEXANDRIA, VIRGINIA

A DESCRIPTION - MUTUAL ASSURANCE SOCIETY  
POLICY NUMBER 92 DATED 11 JUNE 1799  
BUILDINGS OWNED BY JOHN WISE

**Exhibit B (continued)**  
**Baseline Photographic Documentation**  
**Gadsby's Tavern Museum**

Character-defining materials, spaces, and features have been identified as those that help convey the significance of Gadsby's Tavern Museum. These are shown in the current photographic documentation included below, as well as, the narrative of the National Register nomination above.

**Significant Character Defining Interior Spaces and Features**

- Hanging musician's gallery in Ballroom.
- Original Ballroom woodwork was removed in 1917 and installed in the Metropolitan Museum of Art's American Wing as the Alexandria Assembly Room. The original woodwork was copied by Thomas Waterman, produced by Smoot Lumber, and installed in 1940. The original Prussian Blue color was determined from an original window sash in the room covered by the 1878 wing addition.
- Dendrochronology on the basement beams in the tavern building reveal that the wood was cut in the northern Shenandoah Valley in the spring of 1785. The beams in the ceiling of the City Tavern building were cut in 1972.
- The floor in the Assembly Room is original to the building, dating to ca. 1785. A public dance was held in "Mr. Wise's New Room" on November 17, 1785. Partition marks and carpet tack marks can be seen in the flooring, from temporary room alterations in the 19<sup>th</sup> century.

**Significant Character Defining Exterior Spaces and Features**

- Georgian style facade of the ca. 1785 Tavern and Federal style façade of the 1792 City Tavern.
- The ca. 1785 tavern is embellished with a stone belt course and stone winged keystones with a vermiculated relief pattern.
- The 1792 City Tavern windows are painted green, a unique color in the period.
- The subterranean ice well was constructed in 1793, in the public right-of-way. It could be accessed through a hatch at the street level and a tunnel in the basement of the City Tavern building. Ice was used by the tavern operation as well as sold to the public.
- The 1878 wing to the 1792 City Tavern & Hotel is used as the headquarters of American Legion Post #24 who preserved the buildings from demolition in 1929 and gave them to the City of Alexandria for 1976.

**EXHIBIT C TO CONSERVATION EASEMENT AGREEMENT**  
**Work to be done under Grant 51-06-ML-0479**

Gadsby's Tavern Museum, City of Alexandria  
HVAC System Replacement  
Project Description

The Gadsby's Tavern complex was restored by the City of Alexandria between 1972 and 1976. For more than thirty years, the City has maintained the historic tavern buildings performing necessary mechanical system repairs, restoring problems in the historic fabric of the building, and making minor cosmetic repairs as needed.

In 2000, the Office of Historic Alexandria and the Department of General Services, recognizing the need to upgrade the building's failing ca. 1974 HVAC system, began to plan for its replacement. The HVAC project was divided into four independent implementation phases. The first three phases of the project included building a new cooling tower, creating a new exhaust system for the restaurant, and replacing the air handler units in the American Legion building (1878 Hotel Wing) and the restaurant space.

While the first three phases were completed in 2003, the entire system cannot be hooked up until the fourth and final phase of the HVAC replacement project is completed. For the past four years, the complex has continued to run off of the old system that has required continuous repair - a costly process that ultimately fails to resolve the problem. Phase four includes replacing three air handling units in the museum, excavating the subterranean mechanical pit where the "chiller" and other portions of the HVAC system are located, and connecting the entire system. Once the system is completed and operational, the Gadsby's Tavern complex will have an efficient and cost-effective HVAC system that will protect the historic fabric of the building and the collections as well as ensure the comfort of the visitors.

Over the last few years, the museum has experienced significant cracks in the plaster and woodwork as the relative humidity and room temperatures grow more difficult to control with the aging system. This past summer, the museum was without air conditioning for 10 days during a period where the outside temperature consistently reached 90 degrees and above, breaking regional records.

The City of Alexandria is committed to the preservation of historic Gadsby's Tavern. Funds from Save America's Treasures and monies from the Commonwealth of Virginia, together with existing and requested City of Alexandria Capital Improvement Project fund, will allow this necessary and final phase of the HVAC project to go forward.

Gadsby's Tavern is an important historic landmark in the City of Alexandria and the Commonwealth of Virginia. More importantly, it is part of the larger story of our country's founding and its formative years as a fledgling nation.

**EXHIBIT D TO CONSERVATION EASEMENT AGREEMENT**

**Written Documentation of the Signatories Authority to Sign for and Legally Bind their Organization**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALEXANDRIA, VIRGINIA**

RESOLVED, that City of Alexandria, Virginia, a municipal corporation (the "Grantor") shall execute a conservation easement with Alexandria Historic Restoration and Preservation Commission (the "Grantee"). This conservation easement will be entered under Chapter 17, Title 10.1 of the Code of Virginia for the purpose of preserving the Gadsby's Tavern, a building that is important culturally, historically, and architecturally.

RESOLVED, that James K. Hartmann as City Manager of the City of Alexandria, Virginia, is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interests of the city of Alexandria, Virginia including without limitation the execution and delivery of a conservation easement.

I, William D. Euille, Mayor of the City of Alexandria, Virginia, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of said Municipal Corporation, duly and regularly passed by the Board of Directors of said Corporation in all respects as required by law, and by the By-Laws of said Corporation, on the 23 day of June, 2009, at which time a majority of the City Council of said Municipal Corporation was present and voted in favor of said resolution.

Date: June 23, 2009

By: City of Alexandria, Virginia

By: \_\_\_\_\_  
William D. Euille, Mayor

**RESOLUTION NO. 2352**

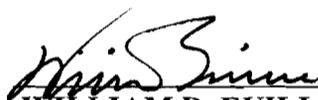
**Conservation Easement with Alexandria Historic Restoration  
and Preservation Commission**

**RESOLVED**, that City of Alexandria, Virginia, a municipal corporation (the "Grantor") shall execute a conservation easement with Alexandria Historic Restoration and Preservation Commission (the "Grantee"). This conservation easement will be entered under Chapter 17, Title 10.1 of the Code of Virginia for the purpose of preserving the Gadsby's Tavern, a building that is important culturally, historically, and architecturally.

**RESOLVED**, that James K. Hartmann as City Manager of the City of Alexandria, Virginia, is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he or she deems to be in the best interests of the City of Alexandria, Virginia including without limitation the execution and delivery of a conservation easement.

**I, WILLIAM D. EUILLE**, Mayor of the City of Alexandria, Virginia, do hereby certify that the foregoing is a full, true and correct copy of the resolution of the City Council of said Municipal Corporation, duly and regularly passed by the Board of Directors of said Corporation in all respects as required by law, and by the By-Laws of said Corporation, on the 23rd day of June, 2009, at which time a majority of the City Council of said Municipal Corporation was present and voted in favor of said resolution.

ADOPTED: June 23, 2009

  
\_\_\_\_\_  
**WILLIAM D. EUILLE**                      **MAYOR**

ATTEST:

  
\_\_\_\_\_  
Jacqueline M. Henderson, CMC      City Clerk