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LAST WILL AND TESTAMENT

OF

WILLIAM PHELPS ENO

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WILLIAM PHELPS ENO

I, whose full name is WILLIAM PHELPS ENO but whose signature is WM. P. ENO, of the Town of Westport, State of Connecticut, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare the following as and for my Last Will and Testament, hereby expressly revoking any and all previous wills heretofore by me made.

FIRST: I direct my executors, hereinafter named, to pay all my just debts as soon as practicable after my decease and my funeral expenses in their discretion. I direct that all estate, inheritance, transfer or succession taxes upon the devises and bequests in this my will, be charged upon and paid by my executors out of my residuary estate.

SECOND: I direct my executors to provide for the financial maintenance of my tomb, unless I shall have made sufficient provisions therefor during my lifetime.

THIRD: My wearing apparel of all kinds and my other personal effects shall not be sold but shall be distributed by my wife or by my individual executors as may be decided by them unless I shall leave a letter to my wife or my individual executors giving more detailed instructions, and I give and bequeath said articles to my wife or to my individual executors for such purpose.

FOURTH: I direct that my executors, first, provide funds for the creation of the trust provided for in the division of this my will numbered "SEVENTH" before any other legacies or bequest are paid and, second, pay all other legacies or bequests thereafter.

FIFTH: I recommend but do not direct my executors to place all trusts in the hands of United States Trust Company of New York.

SIXTH: Should it appear to my executors to be for the best interests of my estate, they may at any time create a stock company to carry on my estate to its gradual liquidation.

SEVENTH: I give the sum of One million Dollars (\$1,000,000) to my trustees, hereinafter named, IN TRUST, during the lives of my wife, Alberta Averill Eno, Ruth Pinchot, Mary S. Briody, Juanita La Lande, Ruby La Lande, Roy J. La Lande, John Graham, Alfred G. Holms, Thomas Longmuir, Sam Gilbertie, Mary Pettit and Mary Grant and the life of the survivor of them, to pay from the principal of the trust created by this Article "SEVENTH" the amounts hereinafter directed to be paid by the following items "(1)", "(2)", "(3)", "(4)", "(5)", "(6)", "(7)", "(8)", "(9)", "(10)" and "(11)":

(1) To my wife, ALBERTA AVERILL ENO, the sum of Eighteen thousand Dollars (\$18,000) annually during her life, to be computed from the date of my death, such payments to be made in equal installments payable quarterly or at more frequent intervals, the first of which shall be paid within three months after my decease or as soon thereafter as possible.

(2) To LYDA TAYLOR, daughter of my wife, Alberta Averill Eno, the sum of Three thousand Dollars (\$3,000) annually during the life of her mother, Alberta Averill Eno, to be computed from the date of my death, such payments to be made in equal installments payable quarterly or at more frequent intervals, the first of which shall be paid within three months after my decease or as soon thereafter as possible.

(3) To RUTH PINCHOT the sum of Three thousand Dollars (\$3,000) annually during her life, to be computed from the date of my death, such payments to be made in equal installments payable quarterly or at more frequent intervals, the first of which shall be paid within three months after my decease or as soon thereafter as possible.

(4) To MARY S. BRIODY the sum of Three thousand Dollars (\$3,000) annually during her life, to be computed

from the date of my death, such payments to be made in equal installments payable quarterly or at more frequent intervals, the first of which shall be paid within three months after my decease or as soon thereafter as possible.

(5) To JUANITA LA LANDE, daughter of my deceased friend John B. La Lande, the sum of Thirty-five Dollars (\$35) per month during her life (but at any time my executors or trustees may reduce or eliminate these payments).

(6) To RUBY LA LANDE, daughter of my deceased friend John B. La Lande, the sum of Thirty-five Dollars (\$35) per month during her life (but at any time my executors or trustees may reduce or eliminate these payments).

(7) To ROY J. LA LANDE, son of my deceased friend John B. La Lande, the sum of One hundred sixty Dollars (\$160) annually during his life, such payments to be made in equal installments payable quarterly by check to his residence address, the first payment to be made on the 15th day of the second month following my decease or as soon thereafter as possible (but at any time my executors or trustees may reduce or eliminate these payments).

(8) I direct my trustees to pay annually to the persons hereinafter named in paragraphs "(a)" to "(d)", both inclusive, of this Item "(8)" for his life, or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for my said wife or my executors or my trustees or the Foundation for suitable compensation, although physically able to do so, from the principal of the trust created by this Article "SEVENTH" a sum which, together with his income from all sources, except his income from the trust created for his benefit by Article "TWELFTH" hereof, and except any payments under Item "(9)" hereof, shall be equivalent to the amount set forth after his name in paragraphs "(a)", "(b)", "(c)" or "(d)" of this Item "(8)" (so that such person will be assured that he may expect to receive, in addition to his income from the trust created for his benefit by Article "TWELFTH" hereof and any payments under Item "(9)" hereof, an income of at least such specified amount unless and until he shall arbitrarily refuse to work for my said wife or my executors or my trustees or the Foundation for suitable compensation, although physically able to do so). I, however, expect, hope and trust that the Foundation or my said wife or my executors or my trustees will provide these people with employment at salaries or

wages not less than I have indicated in paragraphs "(a)", "(b)", "(c)" and "(d)" and on the basis of their present hours of employment.

(a) JOHN GRAHAM, Twelve hundred Dollars (\$1,200) annually, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(b) ALFRED G. HOLMS, Twelve hundred Dollars (\$1,200) annually, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(c) THOMAS LONGMUIR, Twelve hundred Dollars (\$1,200) annually, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(d) SAM GILBERTIE, Twelve hundred Dollars (\$1,200) annually, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

Should any of the persons hereinbefore named in paragraphs "(a)", "(b)", "(c)" and "(d)" of this Item "(8)" at any time during his life be without employment or be incapacitated, I authorize my trustees to pay annually to such person, while unemployed or incapacitated, from the principal of the trust created by this Article "SEVENTH" the amount set forth after his name in said paragraphs "(a)", "(b)", "(c)" or "(d)".

(9) I direct my trustees to pay monthly to each of the persons hereinafter named in paragraphs "(a)", "(b)" and "(c)" of this Item "(9)" for his life, or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for my said wife or my executors or my trustees or the Foundation for suitable compensation, although physically able to do so, from the principal of the trust created by this Article "SEVENTH" the amount set forth after his name in paragraphs "(a)", "(b)" and "(c)" of this Item "(9)":

(a) JOHN GRAHAM, Fifty Dollars (\$50) per month, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(b) ALFRED G. HOLMS, Fifty Dollars (\$50) per month, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(c) THOMAS LONGMUIR, Fifty Dollars (\$50) per month, but only if he shall have been in my employ or in the employ of the Foundation at the time of my death.

(10) To MARY PETTIT, if she shall survive me the sum of Sixty Dollars (\$60) per month during her lifetime.

(11) To MARY GRANT, if she shall survive me the sum of Thirty Dollars (\$30) per month during her lifetime.

I direct that the payments provided for in Items "(5)", "(6)", "(9)", "(10)" and "(11)" of this Article "SEVENTH" shall be computed from the date of my decease and that, if possible, the first of such payments shall be made at the end of the first month after my decease and monthly thereafter. I further direct that in making any of the payments provided for in Item "(8)" of this Article "SEVENTH", my trustees shall be entitled conclusively to rely upon the written statement of each of such persons as to the amount of his income from other sources.

My trustees shall invest and reinvest and receive and collect the income from so much of said sum as shall from time to time remain and during the lives of said Alberta Averill Eno, Ruth Pinchot, Mary S. Briody, Juanita La Lande, Ruby La Lande, Roy J. La Lande, John Graham, Alfred G. Holms, Thomas Longmuir, Sam Gilbertie, Mary Pettit and Mary Grant and the life of the survivor of them shall pay the net income therefrom to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

Upon the death of the survivor of said Alberta Averill Eno, Ruth Pinchot, Mary S. Briody, Juanita La Lande, Ruby La Lande, Roy J. La Lande, John Graham, Alfred G. Holms, Thomas Longmuir, Sam Gilbertie, Mary Pettit and Mary Grant, my trustees shall transfer and pay over the then remaining principal, if any, of the trust hereby created to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED. If at any time and from time to time by reason of the death of one or more of the aforesaid persons or for other reasons the principal of the trust hereby created shall in the opinion of my trustees be more than sufficient to provide for all future payments to be made under this Article "SEVENTH", I authorize my trustees to transfer and pay over such excess to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

Thomas Longmuir
Mary Grant

EIGHTH: I give to my individual executors hereinafter named, and the survivors or survivor of them jointly the sum of Fifty thousand Dollars (\$50,000). While this gift is absolute, it is my wish and expectation that my said individual executors will use said sum, or so much thereof as shall suffice, in giving a money legacy or legacies or financial assistance to any one or more persons if in their judgment such person or persons, by reason of attention or service to me, or in connection with my affairs, is or are deserving of such recognition from my estate, and that my said individual executors will turn into the residue of my estate any of said sum not so used.

NINTH: I give to each household employee, not otherwise mentioned in this my will, who at the time of my death shall have been in my employ continuously for two years or more, such amount as shall equal the product of One hundred Dollars (\$100) multiplied by the number of full years such employee shall have been in my employ.

TENTH: I give, devise and bequeath to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED, my residence at Saugatuck, Fairfield County, Connecticut, where I have lived much of the time since 1887, including all or any part of my adjoining property on the southerly or water side of the highway, together with the buildings and improvements thereon and all my tangible personal property contained in my said home and buildings or located on said property including any which may have been taken out to be stored, repaired or loaned to anyone, and also any of my tangible personal property which was in my Washington house and which may have been transported to my Saugatuck residence or other buildings, including the buildings belonging to the Foundation.

I direct that all employees of mine occupying apartments or houses on said property in Westport at the time of my death, if not employed by the Foundation, shall be given ample time to remove if the Directors of the Foundation desire them to do so, and I ask the Directors of the Foundation to do all they reasonably can to give or find them suitable employment.

I earnestly request that my said residence, where I have made my home since 1887, together with its contents purchased before 1915, and such things as have been moved from my former residence in Washington be retained and maintained by the Foundation, so far as practicable under the direction of a small committee consisting of Alberta Ayerill Eno, Mary Eno Steffanson, my niece, Ruth Pinchot, my niece by marriage, and William Eno DeBuys, my godson and my nephew by marriage, and DeWitt H. Fessenden, my friend who is an expert in such matters, at suitable compensation for his time and trouble, substantially as it is at present, but making use of the property for the benefit of the Foundation. The residence might perhaps be used for a museum of furniture and ornaments illustrating what would have been suitable for a residence for the half century from 1900 to 1950. The exact date of the house is not known but it was probably built about 1790 as near as I can tell from what data we have; originally quite small but enlarged from time to time to accommodate the requirements of the owner. If so used it might be well to tear down the whole or part of the kitchen extension as it would no longer be used as a residence but maintained as a museum, the caretaker residing in one of the other houses of the Foundation to be decided upon by the directors. However, as conditions may change, I leave the final decision to the directors.

I also request that the Foundation will maintain and service the main house as nearly as may be in its present style and condition and also maintain the grounds, trees, shrubs, gardens, fences, stone walls, dock and all other appurtenances or features of value in the best practical condition, and will make all improvements that may be necessary or desirable and replace furniture, ornaments or other equipment with others suitable to the style of the house when desirable in the directors' opinion, and will make any changes in heating or lighting arrangements which may increase the security against fire or otherwise be beneficial in their opinion; and in the maintenance of such property I recommend that the utmost care be taken and suitable appliances installed and kept in order to protect against fire and that no new building be built within a distance of the main residence to be approved by the Board of Directors and that all necessary examinations be made and means employed to

protect the house against termites, powderpost beetles, buffalo moths and other destructive agents. Any or all of the properties located in Norwalk can be sold at any time, but all the properties in Westport should be kept until the Foundation knows whether it will need them for its work and the parts unneeded can be sold.

ELEVENTH: Long under contemplation, it was not until April, 1921, that the "Eno Foundation for Highway Traffic Control, Incorporated", which I leave to posterity in memory of my father, Amos Richards Eno, my mother, Lucy Jane Phelps Eno, and my deceased wife, Marie Louise Alice Rathbone Eno, with whom is now to be included my wife, Alberta Averill Eno, was incorporated under the laws of the State of Connecticut. I have made substantial gifts to the Foundation during my life and I make other devises and bequests to it in this my will. In addition thereto I give to the ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED, my scrap books, manuscripts, and other memoranda or material relating to highway traffic control, probably forming the only practically complete history of traffic control to date, and all data in regard to the Home Defense League of the District of Columbia, or to any other activity in which I was engaged in the District of Columbia or elsewhere during my lifetime, and also my documents, letters, data, pictures or other objects relating to me or to my family.

The devises and bequests to the Foundation contained herein are made with the view to enabling it to carry on the purposes mentioned in its Articles of Association, as amended. The primary purpose of the Foundation is to carry on the work of studying and investigating the problems of highway traffic control in and between cities, states and countries and devising practical means to solve them. Highway Traffic Engineering and Road Construction Engineering are intended to be included if it can be done without interfering with the original object of the work. One of the most important things in relation to the control of highway traffic is to limit or remove the causes which are progressively making it more difficult; the limitation of the height of buildings; the necessity of distributing population in cities;

the comprehensive planning of subway work before executing it; bypass roads around cities and villages for through traffic; playgrounds for children on the ground, in basements and on the roofs in order to keep them off highways; and also the utilization of roofs for noontime crowds, to keep employees from congesting the highways. These are only a few of the things that highway traffic control touches, and not one of them was seriously thought of a few years ago. There will be new problems not yet apparent, and one object of my gifts to the Foundation is to furnish means of study and education so that it may foresee and prevent.

Out of property transferred by me to the Foundation, it began construction in 1938 of a central building, followed later by the construction of a caretaker's cottage, and the remodeling of a building, to be used in connection with traffic work at Saugatuck, Connecticut, where my home is and which is about an hour and a half's drive by motor from New York and about an hour's drive to New Haven, where Yale University is situated. The central building is intended to house the traffic scrap books, files and other valuable data in fire-proof and damp-proof vaults or safes protected by a metal screen so that they may be examined or repaired without taking them outside the screen, within the confines of which these scrap books, manuscripts, drawings, etc., hereinbefore bequeathed to the Foundation, and any additions thereto shall be kept, and is also intended to house an assembly room, a library, drafting-room and such other rooms as are necessary or desirable. It is possible that for financial reasons it may be best, at least for the present, to arrange for the use of some building or part of a building or buildings for meetings and classes when or while required, in a university or other educational institution, in which case the capital necessary for other buildings at Saugatuck may possibly be substantially reduced.

The Foundation may at any time construct or alter such buildings as may be necessary for its work, paying the cost thereof out of its income, but should it become necessary for it to use for such purposes the principal of any bequests to it hereunder or of any funds heretofore received from me, I suggest that the amount of such principal used for such purposes be not greater

than an amount equivalent to the excess of Two hundred fifty thousand Dollars (\$250,000) over the total cost of all buildings constructed by the Foundation prior to my death or under construction by it at the time of my death. I suggest that the remainder of the funds of the Foundation be put by its Directors in conservative investments and the income only used for current expenses and that the Foundation accumulate a portion of its annual income, adding such accumulation to the principal funds in order to maintain the purchasing power of its income at least equal to that at the time of my decease.

The objects of the Foundation, to which I had contributed the larger portion of my fortune and much of my time from 1899 up to 1912 and since then nearly all of my time and a large portion of my income, are to save life, reduce suffering and enable all users of the highways to go from point to point in the shortest time compatible with safety. To continue this work, it is necessary to employ a full-time Manager, with appropriate salary, who will follow out the work on the lines practiced by me during my lifetime. The Manager should reside on the property or close by. The Manager should keep the Board of Directors thoroughly informed as to his activities in the capacity of Manager so as to enable them to be familiar with everything concerning the work of the Foundation. The Manager should keep in mind the desirability of cooperation with individuals and organizations working for the same objects as the Foundation but he should not allow this to unreasonably reduce his steady work at Foundation headquarters. Since I began active work in 1899, I have found it necessary to devote my best efforts to the work and not to allow anything to interfere with its interests.

I also recommend the employment of a competent and trustworthy secretary with such assistants as he or she may need to take care of the scrap books and other historical data in connection with traffic work and other activities and to carry on the general duties of the secretary of the Foundation.

The Foundation has been affiliated with Yale University since February 8, 1933, and it may be that it could be of mutual advantage to each to have closer connections, possibly that the Foundation might become an integral part of Yale and that all of Yale's

interests in traffic be consolidated in this integral part under the Foundation. To this end, my executors should consult and cooperate with the Directors of the Foundation and with Yale University.

It will be, in my opinion, for the best interests of the Foundation to be governed by a Board of Directors and I suggest that the Board cooperate with Yale University in assisting in such objects as can properly be undertaken by the Foundation and although the Directors in their discretion may entrust the funds of the Foundation to Yale University, to be kept as separate funds for the uses and purposes of the Foundation, no funds may be used for any other purpose desired by Yale University or anyone else, except with the approval of the Directors of the Foundation.

I hope and expect that my wife, Alberta Averill Eno, will assist in carrying on the work of the Foundation without pay and with her consent and entire approval. In case she does not wish to do so, I suggest that my niece by marriage, Mrs. Amos Pinchot, who I feel would be eminently fitted to assist in carrying on the work of the Foundation, be given the opportunity to do so with proper compensation.

I recommend to the Directors for employment by the Foundation (at such compensation as may be mutually satisfactory) Mary S. Briody, as secretary, John Graham, Alfred G. Holms, Thomas Longmuir and Sam Gilbertie, in appropriate capacities. They have been good friends as well as faithful employees of mine for many years.

Should the purposes of the Foundation as enumerated in its Articles of Association, as amended, partly or wholly fail by reason of being cared for otherwise, or for any other reason, or should those purposes in the opinion of a majority of the Foundation's Directors at any time no longer demand the use of all its funds and facilities, I recommend to the Foundation that such funds and facilities not so demanded be used and employed for other educational or scientific purposes deemed by a majority of its Directors to be of benefit or usefulness to the public. In this connection, I suggest to the Directors that they consider as purposes worthy of attention the suppression of unnecessary

or harsh noises on land, water or in the air and especially all avoidable noises from aircraft; airports should not be located nearer than necessary to residential property as the noise from them diminishes the value and desirability for residential purposes of all such property; the prevention of harmful or disagreeable smells; the regulation of ventilation, heating, cooling and humidifying of public buildings and conveyances; the prevention of pollution of streams, lakes or the sea, and the prevention of cruelty to animals. Under no circumstances should any money or property given or bequeathed by me to the Foundation be used for the purpose of dumb animal experimentation or vivisection, and I recommend for consideration by the Directors, the use, occasionally or annually, of a reasonable amount if necessary to help prevent the continuation of these practices. I suggest to the Foundation that it should be willing and prepared to assist by advice or otherwise, if practicable, those wishing to complain of nuisances or injustices to the end that such nuisances or injustices may be discontinued.

I may formulate further statements or suggestions to guide the work and conduct of the Foundation and in that event I shall leave a letter or memorandum, or perhaps several letters or memoranda, addressed to my executors or to the Foundation setting forth my suggestions and advice. I earnestly trust that the Foundation will be guided by such suggestions and advice and will endeavor to carry out such suggestions and follow the advice set out herein and in any such letter or memorandum in so far as the purposes which the Foundation may be authorized to carry out make it possible and appropriate for it to do so.

TWELFTH: I direct my executors, hereinafter named, to divide all the rest, residue and remainder of my property of whatever kind and wherever situated into as many equal parts as may be necessary to provide for such of the following Items of this Article "TWELFTH" as shall be effective and to deal with and dispose of such parts as follows:

1. If my wife, Alberta Averill Eno, shall survive me, I give, devise and bequeath *forty-seven* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and

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reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to my said wife, ALBERTA AVERILL ENO, during her life and upon her death to transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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2. If Lyda Taylor, daughter of my wife Alberta Averill Eno, shall survive me, I give, devise and bequeath *ten* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said LYDA TAYLOR during her life and upon her death to transfer and pay over the principal of said parts to her issue then living in such proportions and in such amounts as she shall have directed by her last will and testament, or failing such a direction, to transfer and pay over said principal to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

3. I give, devise and bequeath *ten* of said equal parts to my niece, FLORENCE ENO GRAVES, if she shall survive me, or if she shall not survive me, to one or more of such descendants of my father, Amos Richards Eno, and my mother Lucy Jane Phelps Eno, in such proportions and in such amounts as said Florence Eno Graves shall have directed by her last will and testament, or failing such a direction, to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

4. I give, devise and bequeath *ten* of said equal parts to MARY ENO STEFFANSON, if she shall survive me, or if she shall not survive me, to one or more of such descendants of my father, Amos Richards Eno, and my mother Lucy Jane Phelps Eno, in such proportions and in such amounts as said Mary Eno Steffanson shall have directed by her last will and testament, or failing such a direction, to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

5. I give, devise and bequeath *ten* of said equal parts to FLORA MARY NAPIER MITFORD, widow of my deceased nephew, Henry Lane Eno, if she shall survive me, or if she shall not survive me, to one or more of such descendants of my

father, Amos Richards Eno, and my mother, Lucy Jane Phelps Eno, in such proportions and in such amounts as said Flora Mary Napier Mitford shall have directed by her last will and testament, or failing such a direction, to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

6. I give, devise and bequeath *twenty* of said equal parts to RUTH PINCHOT, if she shall survive me, or if she shall not survive me, to one or more of such descendants of my father, Amos Richards Eno, and my mother, Lucy Jane Phelps Eno, in such proportions and in such amounts as said Ruth Pinchot shall have directed by her last will and testament, or failing such a direction, to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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7. If either William Eno DeBuys, my godchild and the son of Dr. Lawrence R. DeBuys, or his wife, Judith DeBuys, shall survive me, I give, devise and bequeath *ten* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said WILLIAM ENO DEBUYS during his life and from and after his death (or if he shall not survive me, then from and after my death) to continue to hold the principal of said parts, IN TRUST, and to credit and pay such net income to said JUDITH DEBUYS during her life. Upon the death of the survivor of said William Eno DeBuys and Judith DeBuys, my trustees shall transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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8. If Maxine DeBuys Bray, daughter of Rathbone E. DeBuys, nephew of my deceased wife, Marie Louise Alice Rathbone Eno, shall survive me, I give, devise and bequeath *five* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said MAXINE DEBUYS BRAY during her life and upon her death to transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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9. If either Philip K. Smith or his wife, Marian F. Smith, shall survive me, I give, devise and bequeath *five*

of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said PHILIP K. SMITH during his life and from and after his death (or if he shall not survive me, then from and after my death), to continue to hold the principal of said parts, IN TRUST, and to credit and pay such net income to said MARIAN F. SMITH during her life. Upon the death of the survivor of said Philip K. Smith and Marian F. Smith, my trustees shall transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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10. If either Shirley Keeler Sammon or her mother, Jessie M. Keeler, shall survive me, I give devise and bequeath *five* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said SHIRLEY KEELER SAMMON during her life and from and after her death (or if she shall not survive me, then from and after my death), to continue to hold the principal of said parts, IN TRUST, and to credit and pay such net income to said JESSIE M. KEELER during her life. Upon the death of the survivor of said Shirley Keeler Sammon and Jessie M. Keeler, my trustees shall transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

Shirley Sammon Trust



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11. If Mary S. Briody shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath *five* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said MARY S. BRIODY during her life or until such time as in the opinion of my trustees she shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so. Upon the death of said Mary S. Briody or at such time as in the opinion of my trustees she

shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said parts to NEW YORK EYE AND EAR INFIRMARY (a New York corporation located at 218 Second Avenue, New York, N. Y.) for research in ophthalmology in the Eno Pathological Laboratory in honor of my late brother, Dr. Henry C. Eno.

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12. If John Graham shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath *four* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said JOHN GRAHAM during his life or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so. Upon the death of said John Graham or at such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said parts to NORWALK GENERAL HOSPITAL (a Connecticut corporation, located at Norwalk, Connecticut) in memory of my brother, Dr. Henry C. Eno, if at the time of the death or earlier termination of the interests of said John Graham hereunder, the rules and regulations of said Norwalk General Hospital shall permit all physicians and/or surgeons desired by patients and who are authorized to practice by the laws of Connecticut and who apply for such permission, to attend their patients in said hospital. If such rules and regulations shall not permit such practice, my trustees shall continue to hold the principal of said four equal parts, IN TRUST, and shall continue to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, shall credit and pay the net income to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED, until the rules and regulations of said hospital shall permit such practice, or until the expiration of ten years after the death or earlier

termination of the interests, of said John Graham hereunder, whichever event shall sooner occur. If within ten years after his death or the termination of his interests hereunder, such rules and regulations shall be changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said NORWALK GENERAL HOSPITAL. If at the expiration of ten years after his death or the termination of his interests hereunder, such rules and regulations shall not have been changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

13. If Alfred G. ^{died} Holms shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath *three* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said ALFRED G. HOLMS during his life or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so. Upon the death of said Alfred G. Holms or at such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said parts to said NEW YORK EYE AND EAR INFIRMARY for research in ophthalmology in the Eno Pathological Laboratory in honor of my late brother, Dr. Henry C. Eno.

14. If Thomas ^{died} Longmuir shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath *three* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said THOMAS LONGMUIR during his life or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although

physically able to do so. Upon the death of said Thomas Longmuir or at such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said parts to said NORWALK GENERAL HOSPITAL, in memory of my brother, Dr. Henry C. Eno, if at the time of the death or earlier termination of the interests of said Thomas Longmuir hereunder, the rules and regulations of said Norwalk General Hospital shall permit all physicians and/or surgeons desired by patients and who are authorized to practice by the laws of Connecticut and who apply for such permission, to attend their patients in said hospital. If such rules and regulations shall not permit such practice, my trustees shall continue to hold the principal of said three equal parts, IN TRUST, and shall continue to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, shall credit and pay the net income to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED, until the rules and regulations of said hospital shall permit such practice, or until the expiration of ten years after the death or earlier termination of the interests, of said Thomas Longmuir hereunder, whichever event shall sooner occur. If within ten years after his death or the termination of his interests hereunder, such rules and regulations shall be changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said NORWALK GENERAL HOSPITAL. If at the expiration of ten years after his death or the termination of his interests hereunder, such rules and regulations shall not have been changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

15. If Dr. Wesley Gorham of Norwalk, Connecticut, shall survive me, I give, devise and bequeath *three* of said equal parts to my trustees hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said Dr. WESLEY GORHAM during his life. Upon the death of said Dr. Wesley Gorham

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my trustees shall transfer and pay over the principal of said parts to said ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

324982

16. If Mrs. Frieda K. Wallin, ^{Davis} my nurse who has been in my employ for several years, shall survive me, and shall be in my employ at the time of my death, I give, devise and bequeath *two* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said FRIEDA K. WALLIN during her life. Upon the death of said Frieda K. Wallin my trustees shall transfer and pay over the principal of said parts to said NORWALK GENERAL HOSPITAL, in memory of my brother, Dr. Henry C. Eno, if at the time of the death of said Frieda K. Wallin the rules and regulations of said Norwalk General Hospital shall permit all physicians and/or surgeons desired by patients and who are authorized to practice by the laws of Connecticut and who apply for such permission, to attend their patients in said hospital. If such rules and regulations shall not permit such practice, my trustees shall continue to hold the principal of said two equal parts, IN TRUST, and shall continue to invest and reinvest and to receive and collect the income therefrom, and after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, shall credit and pay the net income to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED, until the rules and regulations of said hospital shall permit such practice, or until the expiration of ten years after the death of said Frieda K. Wallin, whichever event shall sooner occur. If within ten years after her death such rules and regulations shall be changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said NORWALK GENERAL HOSPITAL. If at the expiration of ten years after her death such rules and regulations shall not have been changed so as to permit such practice, my trustees shall transfer and pay over the principal of said parts to said ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

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17. If Sam ^{Dick} Gilbertic shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath *three* of said equal parts to my trustees, hereinafter named, IN TRUST, to invest

and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said SAM GILBERTIE during his life or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so. Upon the death of said Sam Gilbertie or at such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation, my wife, my executors or my trustees for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said parts to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

18. If John Barron shall survive me and shall at the time of my death be in my employ or in the employ of the Foundation, I give, devise and bequeath ^{to} ~~one~~ of said equal parts to my trustees, hereinafter named, IN TRUST, to invest and reinvest and to receive and collect the income therefrom and, after paying therefrom the necessary expenses of the administration of this trust which are properly chargeable against and payable out of such income, to credit and pay the net income to said JOHN BARRON during his life or until such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation for suitable compensation, although physically able to do so. Upon the death of said John Barron or at such time as in the opinion of my trustees he shall arbitrarily refuse to work for the Foundation for suitable compensation, although physically able to do so, my trustees shall transfer and pay over the principal of said part to ENO FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED.

THIRTEENTH: Should any of the beneficiaries under this will object to the probate thereof or in any way directly or indirectly contest or aid in contesting the same or any of the provisions thereof or the distribution of my estate hereunder, then and in that event I annul any bequest herein made to any such beneficiary or the issue of any such beneficiary, and such beneficiary and the issue of any such beneficiary shall be absolutely barred and cut off from any participation in my estate, and any portion of my estate which such contestant or contestants would otherwise have received shall be transferred and paid over to the ENO

FOUNDATION FOR HIGHWAY TRAFFIC CONTROL, INCORPORATED. Any such contest or objection made by any special or other guardian in behalf of any infant beneficiary shall be deemed the act of such infant beneficiary and shall deprive such infant beneficiary of participation in my estate as provided in this division of my will numbered "THIRTEENTH".

DIED → FOURTEENTH: I appoint the UNITED STATES TRUST COMPANY OF NEW YORK, my wife, ALBERTA AVERILL ENO, and my friend PHILIP K. SMITH as executors of this my will and as trustees of the trusts created hereby. In case either or both of the said Alberta Averill Eno and Philip K. Smith (or if any successor of either of them or of any such successor, selected and designated pursuant to the provisions of this paragraph of this division of my will numbered "FOURTEENTH") should not for any cause act or continue to act as such executor or trustee, I appoint as an executor or a trustee to fill any vacancy in the office of executor hereof or trustee hereunder so occurring such person as the *** remaining executors or executor or trustees or trustee, as the case may be, at the time qualified and acting hereunder shall select from the group of persons hereinafter named in this paragraph and designate by an instrument in writing, duly acknowledged, *** to be filed wherever letters testamentary have been issued under this will. The names of the persons constituting the group from which successors to fill any vacancy so occurring shall be selected promptly as aforesaid, are as follows: ~~MARY S. BRADY~~, GEORGE P. DAY, ~~WILLIAM ENO DEBUYS~~, COLONEL ~~ROBERT C. F. GOETZ~~. *INCORPORATED* *DEAD*

If, notwithstanding the foregoing provisions, there should be qualified and acting hereunder at any time less than three executors or trustees of any trusts or trust hereunder, then I direct my executors or executor and/or the trustees or trustee remaining to appoint in writing an executor or executors or a trustee or trustees so as to make the total number of executors three and the total number of trustees three, such writing, duly acknowledged, to be filed wherever letters testamentary have been issued under this will and I hereby appoint every person so appointed to be

appointing trustees *

from and after such appointment executors and trustees hereunder with the same effect as if named by me in this division of my will numbered "FOURTEENTH".

Since, when a trust company is one of the executors and trustees of an estate, the work of the remaining executors and trustees is usually lighter than that of the trust company, I expect that each of the other executors and trustees will give at all times sufficient attention and study to understand thoroughly each problem as it presents itself for consideration. The officer of the trust company selected to manage my estate shall at all times be one approved by my individual executors.

The executor or executors at any time acting hereunder pursuant to any of the foregoing provisions shall have all the powers given executors hereby or by law, and the trustee or trustees at any time acting hereunder pursuant to any of the foregoing provisions shall have all the powers given trustees hereby or by law, and the words "trustees" and "executors" whenever used in this will shall mean those or the one in office at the time in question.

The concurrence of the majority of the executors or trustees in any decision or act shall be sufficient.

No bond or other security shall be required from any executor or trustee hereunder in any jurisdiction.

I direct that, unless necessary, no lawyers be employed in the settlement of my estate but, should it be necessary, my executors shall ascertain their probable fees in advance. I believe that the executors' fees should cover all usual charges unless there should be a legal contest over the will. It is not my intention, however, that my executors shall feel that the foregoing provision of this paragraph in any way limits their duty to or shall in any way deter them from employing lawyers in order to resist by lawful means the imposition of any income tax with respect to income at any time received by me or by my estate or any estate, transfer, succession or inheritance tax with respect to my estate or any part thereof which they shall conclude to be improperly demanded or to take appropriate action to secure the refund of any such tax which in their judgment was improperly collected.

FIFTEENTH: I give and grant to my executors and also with respect to the property held in trust hereunder to the trustees

of each trust created hereby, in addition to and not in limitation of the powers conferred by law, the following powers; and if at any time there shall be less than three executors or trustees qualified and acting, all such powers and all other powers may be exercised by those then acting:

To compromise, adjust, settle or submit to arbitration upon such terms as they may deem advisable any claim in favor of or against my estate or any trust created hereby.

To extend the time of payment of any obligation at any time held hereunder; to retain and continue for as long as they shall consider wise any of the investments or other property owned by me at the time of my death and to sell at public or private sale, exchange, pledge or otherwise dispose of any stocks, bonds, securities or other personal property constituting assets of my estate or of any trust created hereby at such times, for such prices and upon such terms as they shall deem advisable, and to grant options for the sale or exchange of such property.

X To invest and reinvest any funds held in trust hereunder in such securities or properties as they may deem best without regard to any restrictions of law on trustees' investments; and if they shall purchase bonds or other obligations at a premium, they shall not amortize such premium out of the income subsequently derived from such investments or otherwise.

To participate in any refunding, readjustment of stocks, bonds or other securities or obligations, enforcement of obligations or security by foreclosure or otherwise, corporate consolidation by merger or otherwise, or reorganization which shall affect any of the stocks, bonds or other securities or obligations constituting assets of my estate or of any trust created hereby; to participate in any plan or proceeding therefor or for protecting the interests of the holders of such stocks, bonds, or other securities or obligations; to deposit any such property under any such plan or proceeding with any protective or reorganization committee and to delegate to such committee discretionary power with relation thereto; to pay a proportionate part of the expenses of such committee, and any assessments levied under any such plan, and to accept and retain new securities received in pursuance of any such plan; to exercise rights of voting, conversion or exchange or rights to purchase or subscribe for stocks, bonds or other securities or obligations which at any time may be

offered to the holders of stocks, bonds or other securities or obligations constituting assets of my estate or of any trust created hereby; and to make such contributions or payments in connection with any such matters as they shall deem desirable.

In their discretion to vote in person or by proxy upon all stocks constituting assets of my estate or of any trust created hereby.

To determine whether any expenses or other disbursements made by them shall be charged against principal or income or partly against principal and partly against income.

To determine any question which may arise as to what constitutes income or principal as between the interests of any persons entitled to income and any remaindermen.

To make division or distribution of my residuary estate and of any trust created hereby, in cash or in property, or partly in cash and partly in property, and for those purposes to use, allot, value and appraise any property, not specifically bequeathed, then constituting assets of my estate or of any trust created hereby, such use, allocation, valuation and appraisal to be conclusive against all persons interested hereunder.

To foreclose mortgages and bid in property under foreclosure; to hold, lease and manage or sell the same; to continue mortgage investments upon and after maturity, either with or without renewal or extension, upon such terms as to them may seem advisable; to make partition of any real estate which they may hold jointly or in common with others; and to execute and deliver any and all deeds, leases, mortgages or other conveyances or instruments which they may consider necessary or proper in connection with any such matters.

To sell, exchange, convey and to mortgage, and to extend, renew or replace any such mortgage and any mortgage which may be a lien on, and to grant options for the sale or exchange of all or any part of my real estate, or any interest in real estate, of which I may die seized or possessed (except any real property herein specifically devised), on such terms and in such manner as they may deem advisable without applying to or procuring the authority of any court; to lease the same for any period of time, even in excess of five years and extending beyond the termination of any trust hereby created, and upon such terms and in such manner as

they may deem advisable without applying to or procuring the authority of any court.

Generally to exercise for the benefit of my estate and the trusts created hereby, in respect to any property constituting part thereof, all rights, powers and privileges of every name and nature, which might or could be exercised by one owning such property absolutely and in his own right, and to enter into such contracts and execute such written instruments as they may deem advisable in connection with the exercise of the foregoing powers, or any of them, and to include therein such covenants, terms and conditions as to them may seem proper.

SIXTEENTH: No purchaser from my executors or trustees, as the case may be, on any sale, shall be bound to see to the application of the purchase money arising therefrom or to inquire into the validity, expediency or propriety of any such sale.

SEVENTEENTH: Whenever pursuant to the provisions of this my will all or any part of the principal of a distributive share of my estate, or all or any part of the principal of any trust hereby created shall become payable to an infant under the age of twenty-one years, title to the part or share of such principal payable to such infant shall vest in such infant but the payment of such principal shall be deferred until such infant shall attain the age of twenty-one years, and in the meantime, such principal shall be held by my trustees, who shall invest and reinvest such principal and the income thereof in such securities or properties as they may deem best without regard to any restrictions of law on investments, and who shall apply the principal and income of such part or share, or so much thereof as my trustees in their uncontrolled discretion may determine, toward the support, maintenance and education of such infant and when such infant attains the age of twenty-one years my trustees shall deliver to him or to her all such remaining principal together with the accumulations, if any, of income thereof.

EIGHTEENTH: Where I have made more than one provision for the same beneficiary hereunder, it is my intention that such beneficiary shall benefit by each of such provisions.

Court-Certified Will

Return to:-

UNITED STATES TRUST COMPANY OF NEW YORK
46 Wall St., New York 6, N. Y.
Westport

County of Fairfield, }
State of Connecticut, } ss.

I, Marion E. Wood, Judge, Clerk of the Court of Probate, within and for the District of Westport, in said County of Fairfield, and keeper of the records and seal thereof, hereby certify that I have examined the within and foregoing following copy of the record of the Last Will and Testament of WILLIAM PHELPS ENO, late of Westport, in said District, deceased, - - - - -

and have compared all of the foregoing following with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and the whole of the said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, on this 14th day of December, A. D, 19 45.

Marion E. Wood Judge.
Clerk.

IN WITNESS WHEREOF I have hereunto set my hand and seal
this 13th day of June, in the year One thousand nine hundred
and forty-five.

WM. P. ENO. (L. S.)

SIGNED, SEALED, PUBLISHED AND DECLARED by
WM. P. ENO, the above named Testator, as and
for his Last Will and Testament, in our pres-
ence, and we, at his request and in his presence
and in the presence of each other, have here-
unto subscribed our names as witnesses this
13th day of June, A. D., 1945.

DAVID S. JUNKER

residing at 22 Montrose Rd.,
Scarsdale, N. Y.

RICHARD D. DUNCAN

residing at 79-15 35th Ave
Jackson Heights, N. Y.

H. CLINTON CORWIN

residing at 236 Stewart Ave.,
Garden City, L. I., N. Y.

TO THE PROBATE COURT FOR THE DISTRICT OF WESTPORT:

Trust Under Article 12th, Paragraph 10, of the Will of
William P. Eno For the Benefit of Shirley K. Sammon.

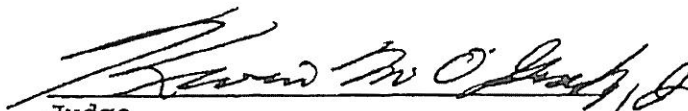
DECREE APPOINTING
SUCCESSOR CO-TRUSTEE

The Court finds that:

1. Judith G. DeBuys, a Co-Trustee, died on July 10, 1998.
2. Article 14th of the Will requires that there be three Trustees serving.
3. The successors named in the Will are deceased, and, in this circumstance, Article 14th permits the serving Trustees, United States Trust Company of New York and Roland A. Ouellette, to nominate a successor.
4. Said United States Trust Company of New York and Roland A. Ouellette have nominated Thomas O'Bryant, of Chicago, Illinois, to serve as successor to Judith G. DeBuys.
5. Said Thomas O'Bryant has accepted his nomination, appointed the Court as his agent for service of process and is, by Article 14th of the Will, excused from posting bond.

Now, therefore, the appointment of said Thomas
O'Bryant as Trustee of said Trust is hereby confirmed, to serve
with United States Trust Company of New York and Roland A.
Ouellette.

Dated as of this 8th day of NOVEMBER 1999.


Judge