

OBJ/118

Secretary of State  
C/O Winckworth Sherwood llp  
Minerva House  
5 Montague Close  
London  
SE1 9BB

Ref TWA/18/APP/04/OBJ/118

Dear Sir/Madam

Please except this as confirmation that I wish to give oral evidence re the 'Statement of case' at the inquiry.

With reference for my objection you were notified of in my last correspondence on behalf of

I have enclosed a copy of the deeds which shows that we are meant to look after adjoining footpaths.

Yet again we stress we have used this as vehicle access to the back of our properties since they were built in 1960.

Yours Faithfully

Colin O'Dell

Winslow

Bucks

...shall the application of a period of twenty one years from the death of the survivor of the Transferees to mortgage charge lease or otherwise dispose of all or any part of the property hereby transferred with all the powers in that behalf of an absolute owner.

1. THE Transferees so as to bind the land hereby transferred and to benefit the remainder of the land comprised in Title Number BM 11523 hereby jointly and severally covenant with the Transferors as follows :-

(a) THE Transferees for the benefit and protection of the remaining land of the Transferors hereby jointly and severally covenant with the Transferors that they the Transferees and their successors in title will observe and perform the restrictive covenants and stipulations set out in the Charges Register to the title above referred to and will also observe and perform the restrictive covenants and stipulations set out in the Third Schedule hereto but not so as to render the Transferees liable for any breach thereof after they shall have parted with all interest in the property now being transferred.

(b) THE Transferors hereby covenant with the Transferees and their successors in title that the Transferors will construct the part of the Highfield Road upon which the property hereby transferred abuts to the requirements and specification of the Local or Highway Authority and the Transferors will indemnify and keep indemnified the

the Transferors that they the Transferees and their successors in title will observe and perform the restrictive covenants and stipulations set out in the Charges Register to the title above referred to and will also observe and perform the restrictive covenants and stipulations set out in the Third Schedule hereto but not so as to render the Transferees liable for any breach thereof after they shall have parted with all interest in the property now being transferred.

(b) THE Transferors hereby covenant with the Transferees and their successors in title that the Transferors will construct the part of the Highfield Road upon which the property hereby transferred abuts to the requirements and specification of the Local or Highway Authority and the Transferors will indemnify and keep indemnified the Transferees and their successors in title from and against any costs or charges payable in connection with the construction and/or adoption of the said road and footpath as aforesaid or any charges which may be payable when the road and footpath are adopted as repairable by the inhabitants at large provided that in the event of the Transferees requiring a cross-over to be made to the road and footpath such indemnity shall not extend to any costs or charges payable in connection with the construction of such cross-over.

hereby jointly and severally covenant with the Transferees as follows :-

THE Transferees for the benefit and protection of the remaindermen of the Transferees hereby jointly and severally covenant with the Transferees that they will also observe and perform the covenants, conditions and stipulations set out in the Third Schedule hereto but not so as to render the Transferees liable for any breach thereof after they shall have parted with all interest in the property now being transferred.

(b) THE Transferees hereby covenant with the Transferees and their successors in title that the Transferees will construct the part of the Highfield Road upon which the property hereby transferred abuts to the requirements and specification of the Local or Highway Authority and the Transferees will indemnify and keep indemnified the Transferees and their successors in title from and against any costs or charges payable in connection with the construction and/or adoption of the said road and footpath as aforesaid or any charges which may be payable when the road and footpath are adopted as repairable by the inhabitants at large provided that in the event of the Transferees requiring a cross-over to be made to the road and footpath such indemnity shall not extend to any costs or charges payable in connection with the construction of such cross-over.