

MEMORANDUM

To: Thomas Howe
Senior Planning Officer

From: Debbie Ealand
Housing Supply Officer
[REDACTED]

Your Ref: 26/01104/S106

Date: 23 July 2026

**S106 Obligations informal-less than 5yrs: Modification to S106 associated with planning application 21/02624/FP to amend the minimum income provision (MIP) clause
Land North of the depot at 1A High Street Graveley Hertfordshire SG4 7LE
Case Ref No: 26/01104/S106**

Dear Thomas,

Thank you for your memo of 2nd July 2026 in respect of the above application for a deed of variation to the s106 agreement of application 21/02624/FP.

I have considered the draft deed of variation and made comments on the points, text **highlighted in yellow**.

1. Paragraph 1.2 of Schedule Two shall be deleted and replaced with "1.2 the Owner shall ensure that three of the Affordable Housing Units are Shared Ownership Units and six of the Affordable Housing Units are Social Rented Units" **This is agreed**.

2. Paragraph 1.3 of Schedule Two shall be amended as follows:
[Number of dwellings and number of bedrooms of those dwellings to be specified].

1.3.1 as Social Rented Units:

**2 x one bed bungalows to M4(3) standard;
3 x two bedroom houses; and
1 x four bedroom house.**

1.3.2 as Shared Ownership Units:

**2 x two bedroom houses; and
1 x three bedroom house.**

3. Paragraphs 1.6.3 and 1.6.4 of Schedule Two shall be deleted. **Clause 1.6.3 can be deleted on the assumption that the leases for the shared ownership homes will be 990 years as per Homes England model shared ownership lease. The deletion of 1.6.4 is not agreed.**

4. Paragraph 2 of Schedule Two shall be deleted and replaced with the following

provisions: These revised provisions will need to be checked by the solicitor acting on behalf of the Council to ensure that they still sufficiently protect the Council's interests.

2.1 Mortgagees of Affordable Housing Providers

The obligations in this Deed shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT:-

(a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavors over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses; and

(b) if such disposal has not completed within the three-month period the mortgagee or chargee shall be entitled to dispose of the Affordable Housing Units free from the obligations in this Deed which provisions shall determine absolutely

I hope this information assists you. Please let me know if I can be of any further assistance.

Kind regards

Debbie Ealand
Housing Supply Officer