

SEALINK EXAMINATION DEADLINE 7

MICHAEL MAHONY – [REDACTED]

SUBMISSION IN RELATION TO PLOTS 2/28, 2/29, 2/32, 2/33

1. At Deadline 6 National Grid responded to Action Point 25.
2. Action Point 25 was as follows.

“Applicant to provide an explanation of the existing deed of easement and existing rights they have on Mr Mahony’s land and attempt to secure agreement with Mr Mahony.”

3. National Grid response is set out in [REP6-110](#) on page 12.
4. A few comments on this response.
 - a) In relation to the second paragraph as I made abundantly clear at CAH2 I am not seeking a licence payment in respect of the proposed works.
 - b) There is no *“explanation of the existing deed of easement and existing rights”* in this response merely a repetition of National Grid’s previous position and explanation of why they are seeking to rely on the existing rights. However that is not a response to the action point.
 - c) National Grid has admitted that it is not completely confident that it can rely on its existing rights as it has now stated an intention to rely on the Temporary Possession powers in the draft DCO. I believe this is the first time National Grid has expressed such an intention. As a result I have not had the opportunity of taking advice on those powers and in any event such advice is unnecessary as I wish to enter into a licence with National Grid. Further National Grid has not engaged in a dialogue with me to avoid relying on compulsory powers despite me showing complete willingness to grant National Grid the necessary rights by licence. In these circumstances it would be improper at this very late stage in the examination for National Grid to seek to rely on such powers. Accordingly my land should be excluded from the relevant provisions of the DCO.
5. Separately I received an email from National Grid's agents on 21 April 2026 which I have reproduced at Appendix 1 which is a partial explanation but not a complete one. What this explanation does not do is explain why the works being carried out fit within the wording set out in the deed which states that National Grid has the right:

“to erect retain use maintain repair renew inspect and remove the electric lines”

6. I believe National Grid are seeking to rely on the word “renew” but in fact what National Grid is seeking to do goes beyond mere renewal. What it is seeking to do is upgrade the lines to increase their capacity and thereby increase the value which National Grid can derive from the lines. I would stress that I have yet to seek counsel’s opinion on this matter and therefore my interpretation is subject to any views which counsel may have. I would add that as the easement confers rights over land the wording in the deed should be construed narrowly.
7. That National Grid is upgrading the lines is clear from its comments on the responses submitted by interested parties and affected persons to ExQ2. [REP-106](#) . In respect of 2GEN1 at the foot of page 5 National Grid states that:

*“The Proposed Project’s need case is based upon and already accounts for the **scheduled upgrading** of both of the existing Sizewell to Bramford lines to the maximum 5000A IEC rating. There is a 352 MW deficit after these circuits have been upgraded to maximum capacity.*

*System enhancement solutions such as upgrading existing circuits with higher capacity conductors, conductor monitoring, new conductor technologies or enhanced power flow control, are not practical on this line as, **once the scheduled upgrade (which has already been accounted for in the need case) is completed**, it will have already reached the limit to what a circuit can carry.”*

8. The pylon lines on my land are part of the Sizewell to Bramford lines and it is my understanding that the work which is being proposed is part of the upgrading works. As such they are outside the terms of the deed.
9. Despite my disappointment with National Grid’s conduct to date on the question of the interpretation of the deed, I still believe that with good faith on both sides we can agree a pragmatic solution.

Michael Mahony
29 April 2026

APPENDIX 1

Dear Michael

Further to the Compulsory Acquisition Hearing in March, National Grid have provided a response to the ExA’s action points at Deadline 6 ([EN020026-003280-9.135 Applicants Response to March Hearing \(CAH2 and ISH3\) Action Points.pdf](#)). This includes a response to action point 25 which was in relation to the query you raised about National Grid’s existing rights to undertake works to the overhead line.

For ease I have summarised National Grid’s position below:

As you are aware, NGET are comfortable that the existing Deed of Easement (attached) provides them with the required rights to undertake the necessary works to their existing apparatus. These rights are detailed below:

In respect of the deed of grant dated 16th August 2002 between (1) [REDACTED] and (2) The National Grid Company plc, this grants National Grid the rights to erect retain use maintain repair renew inspect and remove the “electric lines” as defined in the deed.

The definition of “electric lines” as well as referring to the conductors and the towers, refers to “the equipment required by [National Grid] in connection therewith” which then forms part of the definition of “electric lines”.

This is intended to refer to the equipment required by National Grid from time to time rather than at the date of the deed. The backstays, catch points and horns fall within the definition of “electric lines” and are permitted by the deed.

NGET stated at the hearing last week that they are not prepared to offer a separate licence agreement for these works as it would undermine the existing Deed here, and across the wider network. We do however appreciate your comments and concerns raised outside of the hearings regarding your neighbour [REDACTED]

The Deed includes the entirety of the field within which the Overhead Line sits, which is now split in ownership between you and your neighbour. NGET will therefore be able to take access, under the existing Deed, using the gate on your land off Saxmundham Road. At our meeting on site on 23rd February, [REDACTED] confirmed that this gate would be suitable for the access that is required. This is a commitment that NGET can make now to minimise disruption to your neighbour.

NGET will also have a duty to compensate you for any proven losses caused by their works as well as reimbursing your reasonably and properly incurred agents fees in connection with the Sea Link project and the planned works.

As indicated below we will keep in touch regarding the programme of the works.

Please do let me know if you have any further queries on this.

Kind regards