



ENCUMBRANCE

Responsible Subscriber: PEOPLE'S CHOICE CREDIT UNION (EL - PEXA) (E100182) ELN Lodgement Case ID: 971298836
Reference: CVH Three Gullies ELN Workspace ID: 10834955

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

ESTATE AND/OR INTEREST BEING ENCUMBERED

FEE SIMPLE

LAND DESCRIPTION

THE WHOLE OF THE LAND IN CT VOLUME 5257 FOLIO 499

ENCUMBRANCER (Full name and address)

ADELINE MARIE RYAN OF 6A THREE GULLIES RD ENCOUNTER BAY SA 5211
CLAYTON JAMES MESECKE OF 8 OLD HONEYPOT RD PORT NOARLUNGA SA 5167

ENCUMBRANCEE (Full name, address and mode of holding)

CITY OF VICTOR HARBOR OF PO BOX 11 VICTOR HARBOR 5211 SA

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF TEN CENTS (\$0.10) IF DEMANDED TO BE PAID TO THE ENCUMBRANCEE ANNUALLY AT THE TIMES AND IN THE MANNER FOLLOWING COMMENCING 12 DECEMBER 2024 FOR A PERIOD OF 3999 YEARS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with those terms and conditions expressed below

TERMS AND CONDITIONS OF THIS ENCUMBRANCE

- (a) Document Reference
 - (b) Additional terms and conditions
- Refer to Covenants

DATED 12 DECEMBER 2023

CERTIFICATION

Encumbrancer

The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Jacqueline Berends

Practitioner Certifier

For: SMART CONVEYANCING

On behalf of: ADELINE MARIE RYAN, CLAYTON JAMES MESECKE

Encumbrancee

The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Matthew Paul Sporn

Practitioner Certifier

For: BARTEL & HALL LAWYERS AND CONVEYANCERS

On behalf of: CITY OF VICTOR HARBOR

This is a representation of an instrument that was electronically lodged

COVENANTS

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. The Encumbrancer does encumber the Land to the intent that it shall be binding on the Encumbrancer and on all successive owners, assignees, heirs, executors, administrators and transferees thereof AND with the performance or observance of the covenants by the Encumbrancer hereinafter contained AND the Encumbrancer HEREBY COVENANTS with the said Encumbrancee (in addition) and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee implied herein under and by virtue of the provisions of the Real Property Act, 1886 (as amended), and any amendments hereof for the time being in force except insofar as the same are hereby expressly or impliedly varied or modified in the manner following.
2. During the continuance of this Encumbrance the Encumbrancer shall not upon the Land or in respect thereof:
 - (a) erect or suffer to be erected or to remain thereon any building, fence or other structure (including roofing, garages and other outbuildings) whereby all or any portion of the building material used or contained in such building, fence or other structure is of reflective galvanised Iron;
 - (b) suffer allow or permit any mobile home or transportable home of any type whatsoever situated on the Land to be used for residential purposes;
 - ~~(c) erect or permit to be erected upon the land any dwelling home, shed, outbuilding, fence or any other structure whatsoever higher than the A.H.D. elevation level of #####;~~
 - ~~(d) not allow any trees, shrubs or any other vegetation to grow to a higher level than the abovementioned A.H.D. elevation level.~~
3. During the continuance of this Encumbrance the Encumbrancer shall comply with the requirements of the City of Victor Harbor required from time to time.
4. The Encumbrancee may from time to time in its absolute discretion modify waive or release any of the covenants and other stipulations herein contained or implied in any Memorandum of Encumbrance or other instrument whatsoever relating to any other land in the said plan of subdivision and whether the same were entered into or imposed before or at the same time as or after the date hereof and no such modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations herein contained and implied.
5. The Encumbrancer will not enter into any contract to sell and will not otherwise dispose of its estate or interest in the said land or any part thereof hereby encumbered without first having obtained from the intending Purchaser or Transferee another binding Agreement to execute and lodge for registration under the provisions of the Real Property Act aforesaid forthwith after the registration of the Memorandum of Transfer in respect of the said land a Memorandum of Encumbrance in the same or substantially similar form as this Memorandum of Encumbrance containing the same or substantially similar covenants and stipulations (including this covenant) in favour of the Encumbrancee.
6. In this instrument:
 - (i) Unless repugnant to the context of the words importing any particular gender shall include all other genders and words importing the singular numbers shall include the plural and vice versa;
 - (ii) If there shall be more than one person responsible hereunder as the Encumbrancer or as a successor in title to the Encumbrancer the liability of all such persons shall be both joint and several

AND subject as aforesaid the Encumbrancee shall be entitled to all the powers rights and remedies given to the Encumbrancees by the Real Property Act aforesaid.