



Title register for:

Highview, Moat Farm Road, Folkestone (CT19 5DJ) (Freehold)

Title number: TT74583

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Register summary

Title number	TT74583
Registered owners	THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY
Last sold for	£750,000 on 18 December 2017

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	1970-12-04	KENT : FOLKESTONE AND HYTHE The Freehold land shown edged with red on the plan of the above title filed at the Registry and

being Highview, Moat Farm Road, Folkestone (CT19 5DJ).

2

The Conveyance dated 19 November 1970 referred to in the Charges Register contains the following provision:-

"It is hereby declared that windows to be placed in the side or back walls of any buildings to be erected upon the property overlooking land or other property belonging to the Vendor his lessees or tenants shall be deemed to enjoy the access and use of light thereto with the consent and by the leave and licence of the Vendor and shall not by the enjoyment thereof acquire any absolute or indefeasible or other right thereto by which any such windows may or might become ancient lights as against the Vendor and his adjoining property."

3

2017-12-19

The land has the benefit of any legal easements granted by the Transfer dated 18 December 2017 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.

4

2017-12-19

The Transfer dated 18 December 2017 referred to above contains a provision relating to the creation of easements as therein mentioned.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
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1	2017-12-19	PROPRIETOR: THE DISTRICT COUNCIL OF
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FOLKESTONE AND HYTHE of Civic Centre, Castle Hill Avenue, Folkestone CT20 2QY.

2	2017-12-19	The price stated to have been paid on 18 December 2017 was £750,000.
3	2017-12-19	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number K351843 or their conveyancer that the provisions of clause 4.2.2 of a Transfer dated 18 December 2017 and made between (1) The Kent County Council and (2) Shepway District Council have been complied with or that they do not apply to the disposition.
4	2017-12-19	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or the proprietor of any registered charge, not registered before the entry of this restriction is to be registered without a certificate signed by The Kent County Council or their conveyancer that the provisions of clauses 3.1 and 4.1 of the Overage Deed dated 18 December 2017 and made between (1) The Kent County Council and (2) Shepway District Council have been complied with or that they do not apply to the disposition.
5	2017-12-19	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

The following are details of the covenants contained in the Conveyance dated 19 November 1970 referred to in the Charges Register:-

"3. (a) The Council hereby covenants with the Vendor that in the event of the Council selling the freehold of the property hereby conveyed to any person (hereinafter called "the transferee") other than a body exercising statutory or other public functions the Council shall in the conveyance to the transferee secure a covenant by the transferee that the transferee will on being called upon so to do by the Vendor or his successors in title owner or owners for the time being of the unsold part of the Earl of Radnor's Folkestone Estate (Provided that there shall at the time of such sale be some unsold part of the said estate capable of benefiting from the covenants) enter into a deed of covenant with the Vendor in the terms set out in the First Part of the First Schedule hereto

(b) The Council hereby further covenants with the Vendor that in the event of the Council selling the freehold of the said property or any part thereof to such a transferee as aforesaid before the property shall have been fully developed laid out and landscaped as a whole the covenants to be entered into as aforesaid by the transferee shall include the additional covenant set out in the second part of the said First Schedule hereto

(c) The covenants referred to in sub-clauses (a) and (b) of this clause shall be limited to seisin

THE FIRST SCHEDULE

FIRST PART

(i) that the transferee will not erect or put or permit to be erected or put on the land sold to him

(hereinafter called "the premises") any building or erection unless with the previous consent (both as to the building and erection and so far as external elevations are concerned to the materials of all sorts used in connection therewith) of the Vendor or his successor in title as aforesaid (which consent shall not be unreasonably withheld) and will not make or permit to be made any alteration in the exterior of any building or structure which may for the time being be erected on the premises save with such consent as aforesaid (which shall not be unreasonably withheld) Plans of any proposed new buildings or alterations or additions to existing buildings must be prepared by a registered Architect and be submitted for approval to the Vendor's Agents whose reasonable fees must be paid by the transferee

(ii) that the transferee will not use the premises or any building erected otherwise than for the purposes of private residences or professional practices and that the buildings shall not be erected other than by the Purchaser's staff or by builder registered with the National House Builders Registration Council in accordance with the Council's certification scheme

(iii) that the transferee will not do or neglect to do or permit to be done or neglected to be done in or upon the part of the property or any covenant thereon anything which or the neglect to do which shall be or become a nuisance disturbance annoyance damage or injury to the Vendor his lessees or tenants owner lessees or tenants of any part of the Folkestone Estate or which shall deteriorate or tend to deteriorate the value of such Estate or any part thereof

(iv) that the transferee will not without the consent of the Vendor or his Agents allow radio or television aerials or other similar apparatus to be erected on

any part of the property except inside buildings

(v) that the transferee will not excavate or permit the excavation for sand chalk gravel clay or any substance or materials of any kind whatsoever upon the property except for building or road improvement and not to make or permit to be made any such excavation so as in any manner to affect the foundations of the buildings or walls built or to be built on any adjoining land

(vi) no application for registration of a proprietor under the Land Registration Act 1925 of the property hereby conveyed or any part thereof shall be made unless it contains a statement that the property in respect of which the application is made is subject to the negative restrictions herein contained and the same shall be duly protected by proper entries in the Register PROVIDED ALWAYS that the Vendor owner for the time being of the unsold part of the Folkestone Estate shall be at liberty at any time to waive alter or modify any of the foregoing covenants in respect of any parts of the Folkestone Estate and the Purchaser shall not be personally liable for any breach of covenant after the Purchaser shall have parted with all interest in the land or in the part thereof in respect of which such breach shall have been committed (as the case may be)

SECOND PART

That the transferee will maintain any unbuilt-on portion of the land sold to him in a reasonable and tidy state will not deposit thereon any building material except such as are immediately required and subject to the Vendor's reasonable approval shall plant such lawn shrubs and trees and lay and maintain such roadways and paths as shall be appropriate for the preservation of the amenities in the area."