



Provincial Agricultural Land Commission - Applicant Submission

Application ID: 70204
Application Type: Non-Farm Uses within the ALR
Status: Under Review by L/FNG
Applicant: Bylands Garden Centre/Bylands Nursery
Local/First Nation Government: City of Kelowna

1. Parcel(s) Under Application

Parcel #1

Parcel Type Fee Simple
Legal Description PARCEL A (DD 146178F AND PLAN B6796) OF BLOCK 58 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186
Approx. Map Area 2.1 ha
PID 012-637-882
Purchase Date Nov 14, 2018
Farm Classification Yes
Civic Address 1649 KLO Rd
Certificate Of Title STC - SunX - 012-637-882.pdf

Land Owner(s)	Organization	Phone	Email	Corporate Summary
null	Bylands Garden Centre/Bylands Nursery	(647) 215-1003	melanieb@bylands.com	Not Applicable

Parcel #2

Parcel Type Fee Simple
Legal Description BLOCK 57 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186 EXCEPT PARCELS C AND D PLAN B1813 AND PLAN KAP78678
Approx. Map Area 4.9 ha
PID 012-637-858
Purchase Date Jun 23, 2020
Farm Classification Yes
Civic Address 1629/1649 K.L.O. Rd
Certificate Of Title STC - Western Global - 012-637-858.pdf

Land Owner(s)	Organization	Phone	Email	Corporate Summary
null	Bylands Garden Centre/Bylands Nursery	(647) 215-1003	melanieb@bylands.com	Not Applicable

Parcel #3

Parcel Type Fee Simple
Legal Description PARCEL A (PLAN B1813) OF LOT 68 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186
Approx. Map Area 0.1 ha
PID 012-637-874
Purchase Date Jun 23, 2020
Farm Classification Yes
Civic Address City of Kelowna
Certificate Of Title STC - Western Global - 012-637-874.pdf

Land Owner(s)	Organization	Phone	Email	Corporate Summary
null	Bylands Garden Centre/Bylands Nursery	(647) 215-1003	melanieb@bylands.com	Not Applicable

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2. Other Owned Parcels

Do any of the land owners added previously own or lease other parcels that might inform this application process? Yes

Describe the other parcels including their location, who owns or leases them, and their use. Not migrated from OATS

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3. Primary Contact

Type Third-Party Agent

First Name No Data

Last Name No Data

Organization (If Applicable) McTavish Resource & Management Consultants Ltd. Bruce McTavish

Phone (604) 240-2481

Email bruce@mctavishconsultants.ca

4. Government

Local or First Nation Government: City of Kelowna

5. Land Use

Land Use of Parcel(s) under Application

Describe all agriculture that currently takes place on the parcel(s). Hay production on 3.6 ha
Field grown cut flower 2 ha
Nursery Garden Centre 1.4 ha

Describe all agricultural improvements made to the parcel(s). Nursery Garden Centre has gutter connect polyhouses and outdoor irrigated growing beds. Gravel parking lot and retail sales building
See accompanying report for details.

Describe all other uses that At present all uses are agriculture.

currently take place on the parcel(s).

Appication wishes to have a small 179m2 area for selling soil, soil ammendments and landscape rock

Land Use of Adjacent Parcels

	Main Land Use Type	Specific Activity
North	Agricultural / Farm	Residential and agriculture
East	Agricultural / Farm	Residential
South	Agricultural / Farm	Agriculture
West	Agricultural / Farm	Residential

6. Proposal

How many hectares are proposed for non-farm use? 0.0179 ha

What is the purpose of the proposal? Applicant wishes to sell soil, soil ammendments and decorative rock to support their sale of nursery products to customers

Could this proposal be accommodated on lands outside of the ALR? No because the customers want to pick up soil or decorative rock where they purchase their plants

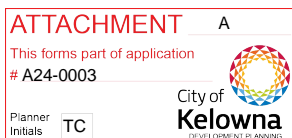
Does the proposal support agriculture in the short or long term? It supports agriculture by encouraging retail customers and landscapers to purchase grown in BC products. All the nursery and greenhouse products are grown by Bylands

Proposal Map / Site Plan 1629 KLO Rd Bylands Site Plan for ALC.pdf

Do you need to import any fill to construct or conduct the proposed Non-farm use? No

7. Optional Documents

Type	Description	File Name
Professional Report	Bylands Nusery Non Farm Use	Byland Nursery Non Farm Use 1162024 IFU.pdf





Nursery and Greenhouse Operations

1629 K.L.O. Rd.

Site Plan - Indoors & Outdoors

Prepared for the Agricultural Land Commission

January 10, 2024

Entire Property
1629 K.L.O Rd & 3400 Benvoulin Rd.
Total of 18 acres
(72,800 m²)

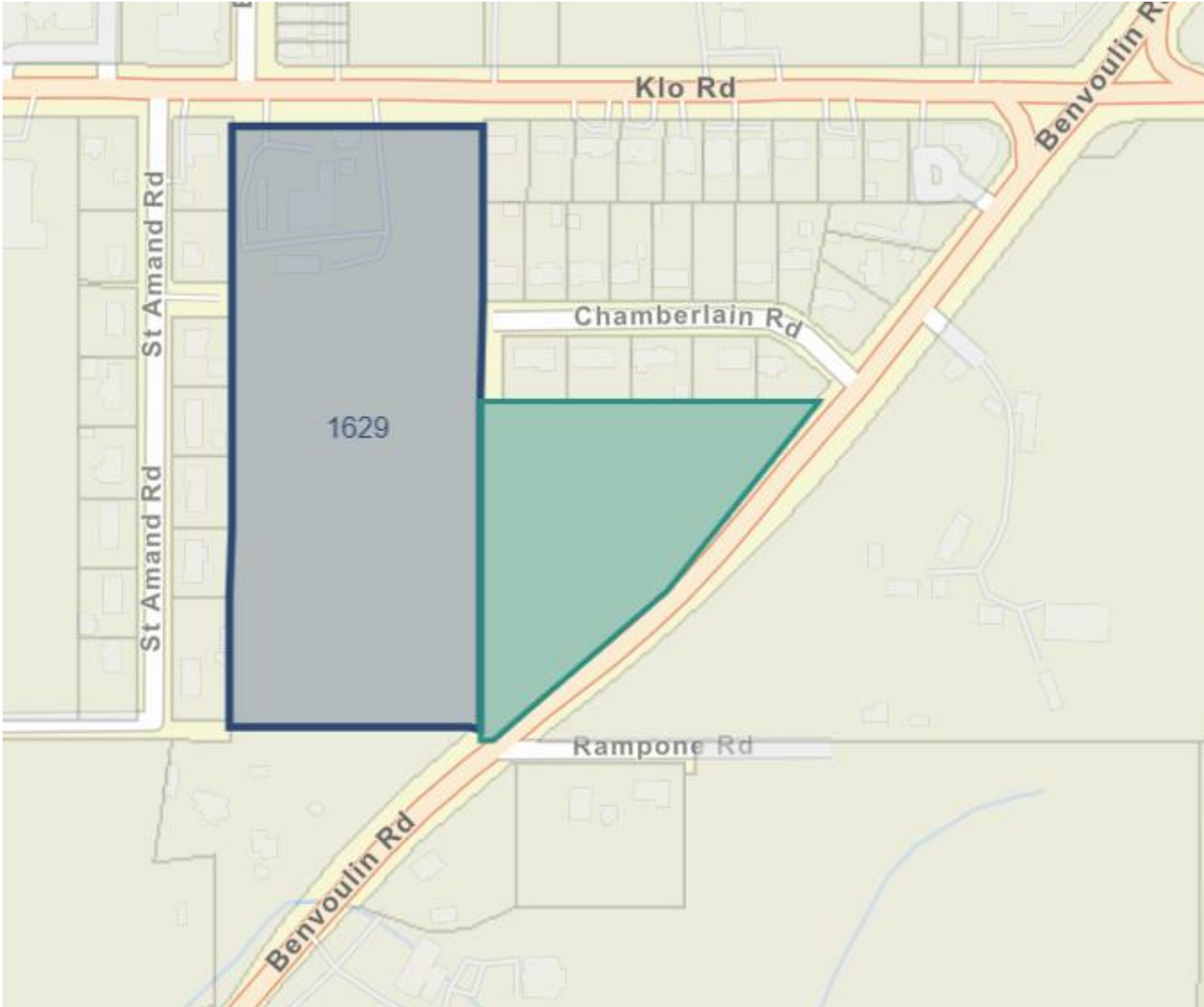
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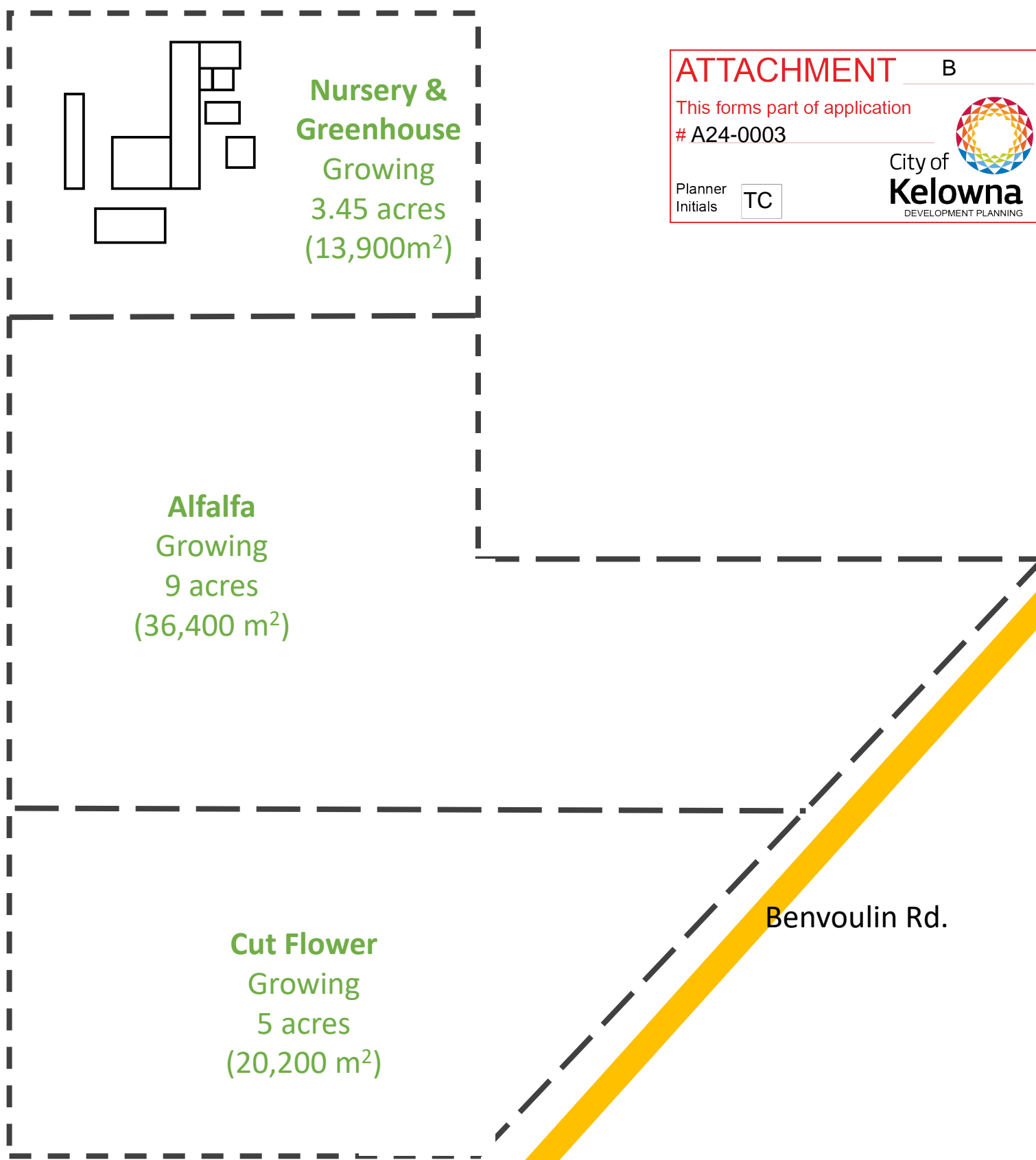
Entire Property

1629 K.L.O Rd & 3400 Benvoulin Rd.

Total of 18 acres

(72,800 m²)

K.L.O. Rd.



**Nursery &
Greenhouse**
Growing
3.45 acres
(13,900m²)

Alfalfa
Growing
9 acres
(36,400 m²)

Cut Flower
Growing
5 acres
(20,200 m²)

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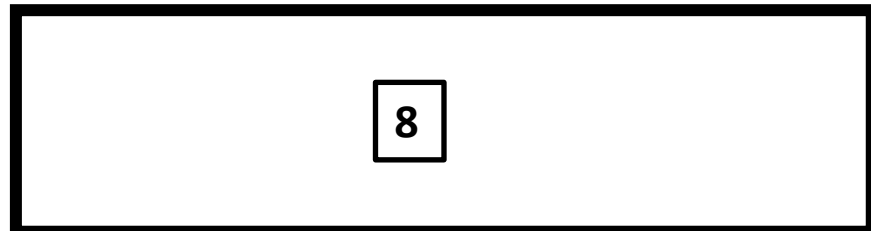
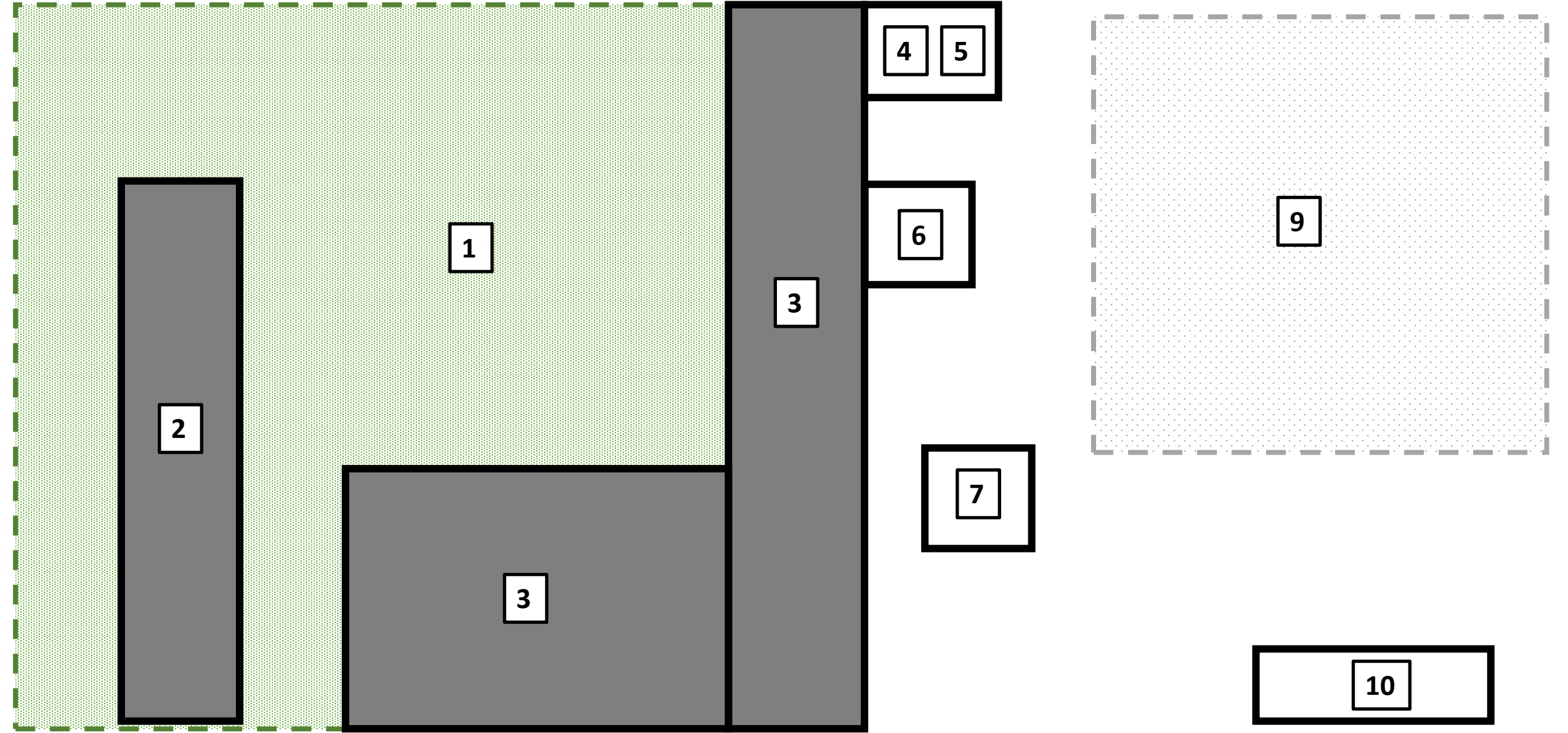
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Benvoulin Rd.

Nursery & Greenhouse Growing Floor Plan

KLO Rd - 493.5 ft



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Nursery & Greenhouse Growing

Floor Plan Legend

	Description	ft ²	m ²
1	Outdoor Plant Growing - Trees, Shrubs, Perennials	19800	1839
2	Indoor Plant Growing - Perennials	1920	178
3	Indoor Plant Growing - Annuals, Succulents, House Plants	9900	920
4	Cashier Area, Staff Area & Washroom	1330	123
5	Fresh Flower Prep & Cooler	110	10
6	Equipment Shop	900	83
7	Cottage	576	54
8	Tarp Shed	3200	297
9	Parking (approx.)	32000	3000
10	Bulk - Rock, Mulch, Soil	1920	178



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The City of Kelowna logo is a circular emblem made of many small, overlapping triangles in various colors (red, yellow, green, blue, purple) arranged in a spiral pattern.

Application by Bylands Garden Centre for a Non Farm Use in the Agricultural Land Reserve

**Prepared for Bylands Garden Centre Ltd and Bylands Nursery Ltd.
Prepared by Bruce McTavish PAg**

January 13, 2024

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1.0 Introduction

Bylands Garden Centre (Bylands) is applying to the Agricultural Land Commission (ALC) for a Non-farm Use. The application is for Bylands Garden Centre located at 1629 – 1649 KLO Road Kelowna BC (**Figure 1**) to sell soil, soil amendments and landscape rock.

PIDs associated with the address include: 012 637 858, 012 637 882, and 012 637 874.

Bylands leased the properties at 1629 - 1649 KLO Road Kelowna (**Figure 1**) that are owned by 0978221 BC Ltd and had been doing business as Better Earth Garden Centre. Copies of the leases are provided in **Appendix I**. Bylands submitted a nursery/greenhouse production plan to the City of Kelowna and received a business licence to operate a nursery/greenhouse and carry out farm gate sales to landscapers and the general public. **Appendix II** provides a copy of the 2023 business licence, and the 2024 business licence has been paid but not received yet.



Figure 1 Site Location

The site is in the Agricultural Land Reserve (ALR) and has been a garden centre since 2012. The site had a temporary non-farm use approval to sell soil, soil amendments and landscape rock on a 700 m² area (ALC File: 54508; Decision February 24, 2016). This permit was not transferrable and has lapsed.

Bylands are applying for a non-farm use on a small 179 m² outside area to sell soil amendments, topsoil and landscape rock to their customers (see photographs of the area provided in **Appendix III** and Site



Layout in **Appendix IV**). All materials will be brought from off site and there will be no composting taking place on the site. To be competitive with other garden centres in the area (that are also located within the ALR) it is important for Bylands to be able to sell decorative rock, soil and soil amendments to their customers. The 179 m² area that is proposed for the storage and selling of these products is in the same location that the previous owners used but with a much smaller footprint.

2.0 Adjacent Land Uses

The land surrounding the garden centre is a mix of residential and agriculture. The adjacent land uses are provided in **Table 1** and can be seen in **Figure 2**. Bylands leases the land directly south of the garden centre site which is being used for forage (alfalfa hay) and cut flower production.

Table 1 Adjacent Land Uses

Orientation	Zoning	ALR	Land use
North	RU3	No	Townhouses
	A1	Yes	Home and unused pasture
East	RU1	No	Residential
West	RU1	No	Residential
South	A1	Yes	Agriculture

2.1 Impacts on Surrounding Land

The proposed non-farm use of 179 m² will have no impact on surrounding agricultural production. The agricultural land directly south of the proposed non-farm use is leased by Bylands and will continue to be used for forage and cut flower production. The agricultural land to the north is separated from the Site by KLO road and there is a residential development and agriculture north of KLO Road. The land to the east and west is residential.



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Figure 2 Surrounding Land Uses

The site has been a garden centre since 2012 so there will be no significant increase in historical traffic.

To ensure that the residential properties are buffered from any visual or dust impacts of the soil bins, Bylands will install a vegetative buffer (red line indicating a hedge) along the east side of the property (**Figure 3**).



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This area has been cleaned up and all storage bins have been removed as can be seen in the photographs provided in Appendix III.

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Figure 3 Location of Vegetative Buffer (shown by red line)

3.0 Land Capability for Agriculture

In assessing the agricultural capability, McTavish used the BC Soil Information Finder Tool. The agricultural capability (before anthropogenic changes) is unimproved 7:4W~3:5WF and improved 7:2~3:3WF as seen in the Agricultural Capability Map provided in **Appendix V**.

Class 2 refers to land that is capable of production a wide range of crops. Minor restriction of soil or climate may reduce capability but pose no major difficulties in management.

Class 3 refers to land that is capable of production for a fairly wide range of crops under good management practices. Soil and/or climate limitation are somewhat restrictive.

Bruce McTavish, PAg visited the site and although detailed soil investigations were not carried out, based on visual observations, he agrees with the agricultural capability classification. The property south of the nursery site continues to be used for production of alfalfa forage (3.6 ha) and cut flowers (2 ha).



The structures, outdoor growing beds, sales area and parking that are part of the nursery/garden centre comprise approximately 1.4 hectares that have been previously modified and are at the northern end of the property as can be seen in **Figure 3** and the map provided in **Appendix V**. The proposed soil/rock storage and area is on the existing parking area adjacent to KLO Road as seen in the photograph provided in **Appendix III** and the site layout provided in **Appendix IV**.

4.0 Closing

We trust this is the information that you require at this time. Should you have any questions regarding this report please contact the undersigned.

Sincerely,



Bruce McTavish, MSc MBA PAg
Senior Agrologist
McTAVISH RESOURCE & MANAGEMENT CONSULTANTS LTD.
bruce@mctavishconsultants.ca

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Appendix I. Copies of Bylands Property Lease

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**ASSIGNMENT, ASSUMPTION, and AMENDMENT OF LEASE
and LANDLORD'S CONSENT**

THIS AGREEMENT dated for reference March 10, 2023.

AMONG:

489299 ALBERTA LTD. (Access No. 20489299)
having a registered and records office located at
10012-101 Street
Peace River, Alberta T8S 1S2

(the "Assignor")

AND:

BYLANDS GARDEN CENTER LTD. (Inc. No. BC0221511)
having a registered and records office located at
221-3011 Louie Drive
Westbank, BC V4T 3E3

(the "Assignee")

AND:

WESTERN GLOBAL ENTERPRISES INC. (Inc. No. BC0679291)
having a registered and records office located at
Unit 1, 4205 27th Street
Vernon, BC V1T 4Y3

("Western")

SUNX-II ENTERPRISES INC. (Inc. No. BC1168527)
having a registered and records office located at
203-10190-152A Street
Surrey, BC V3R 1J7

("Sunx")

(Western and Sunx collectively the "Landlord")


ALAN WALISSER and CARMEN WALISSER, both of
1610 Marina Way
Kelowna, BC V1Z 4E1

(the "Covenantors")

WHEREAS:

- A. By a lease dated for reference July 1, 2016 (the "Lease") between Western as landlord, the Assignor as tenant, and the Covenantors as co-Covenantors, Western leased to the Assignor certain premises (the "Premises") legally described as follows and more particularly described in the Lease:
- BLOCK 57 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186 EXCEPT PARCELS C AND D PLAN B1813 AND PLAN KAP78678

V5 – Nov 16, 2022

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- PARCEL A (DD 146178F AND PLAN B6796) OF BLOCK 58 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186
("Parcel A")
 - PARCEL A (PLAN B1813) OF LOT 68 DISTRICT LOT 131 OSOYOOS DIVISION YALE DISTRICT PLAN 186
- B. Subsequent to the date of the Lease Parcel A was transferred to Sunx.
- C. Pursuant to an asset purchase agreement , the Assignor has agreed to sell and the Assignee has agreed to purchase all or substantially all of the assets of the Assignor in connection with the Assignor's business of a garden center located at the Premises (the "Purchase Transaction").
- D. In connection with the Purchase Transaction, the Assignor wishes to assign the Assignor's interest in the Lease and the Premises to the Assignee for the remainder of the Term.
- E. Clause 8.1 of the Lease contains a prohibition against assignment of the Lease or subletting of the Premises by the tenant without the tenant first obtaining the written consent of the Landlord, which consent the Assignor, the Covenantors, and the Assignee hereby request.
- F. The Assignee has requested that Western grant to the Assignor the right to extend the Term for an additional two 5-year periods (the "Extension Terms").

NOW THEREFORE in consideration of the covenants and consent contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. Defined Terms

Except as otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings ascribed to those terms in the Lease.

2. Tenant's Covenants

In this Agreement, the expression "Tenant's Covenants" means all obligations of a tenant of the Premises under the Lease or as may be established by law and, without limiting the generality of the foregoing, includes the obligation to pay Basic Rent, Additional Rent, and all other payments owing to the Landlord under the Lease, whether characterized as Rent or not, and all other obligations of a tenant under the Lease, whether expressed as conditions, covenants, provisos, representations, undertakings, or warranties.

3. Effective Date

In this Agreement, the expression "Effective Date" means August 1, 2023 or such later date of closing of the Purchase Transaction as agreed between the Assignor and Assignee.

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4. Subject Condition

This assignment, assumption, and amendment of lease and landlord's consent (this "Agreement") shall be subject to the successful closing of the Purchase Transaction. If, for whatever reason, the Purchase Transaction does not close on or prior to December 31, 2023, this Agreement shall be of no force or effect.

5. Assignment

Effective on the Effective Date, the Assignor assigns to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to payment by the Assignee of Rent reserved in the Lease and the observance and performance of the other Tenant's Covenants.

6. Assignor's Representations and Warranties

The Assignor represents and warrants to the Assignee that:

- (a) the Lease is good, valid, and subsisting and that the Tenant's Covenants have been and will to the Effective Date be duly observed and performed by the Assignor;
- (b) the Assignor now has absolute authority to assign the Lease and the interest of the Assignor in the Premises in the manner aforesaid according to the true intent and meaning of this Agreement;
- (c) subject to payment of the Rent reserved in the Lease and observance and performance of the other Tenant's Covenants by the Assignee, the Assignee may enter the Premises for the balance of the Term for its own use and benefit, without any interruption by the Assignor or any person, firm, or corporation claiming under it;
- (d) the Assignor's interest in the Premises and the Lease is free and clear of all liens, charges, encumbrances and judgments of any nature or kind; and
- (e) the Lease has not previously been amended or assigned other than set out in this Agreement.

The Assignor further represents and warrants to the Assignee that the above representations and warranties shall be true and correct as of the Effective Date.

7. Assignor's Indemnity

The Assignor indemnifies and will save harmless the Assignee from all actions, suits, costs, losses, damages, charges, and expenses for or in respect of the performance of the Tenant's Covenants for the period up to the Effective Date.

8. Assignee's Covenants

During the balance of the Term and the Extension Terms, the Assignee will:

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- (a) pay the Rent reserved at the times and in the manner provided in the Lease;
- (b) not assign the Lease or sublet or part with possession of the Premises or any part thereof without the prior written consent of the Landlord, requested and granted in accordance with the Lease;
- (c) perform all of the other Tenant's Covenants as if the Assignee was the tenant originally named in the Lease; and
- (d) indemnify and save harmless the Assignor and the Covenantors from all actions, suits, costs, losses, damages, charges, and expenses for or in respect of any breach by the Assignee of the Tenant's Covenants arising on and after the Effective Date.

9. Condition of the Premises

The Assignee has inspected the Premises and accepts the Premises as is and confirms that no representation has been made by any party that is not set out in this Agreement as to the terms of the Lease or the condition of the Premises or the suitability of the Premises for any purpose. In particular, neither the Landlord nor the Assignor has any responsibility in respect of any renovations, alterations, or improvements that the Assignee may require or desire in respect of the Premises.

10. Consent

The Landlord hereby consents to the assignment contained in this Agreement.

11. Limitation of Consent

The consent of the Landlord contained in this Agreement is restricted to the assignment provided in this Agreement, and the prohibition against the assignment of the Lease and further subletting or parting with possession of the Premises by the tenant under the Lease will otherwise remain in full force and effect; and the Landlord's consent in this Agreement will not be deemed to be a consent to or waiver of the requirement for the Landlord's consent to any further or other assignment of the Lease or subletting or parting with possession of the Premises or any part of the Premises.

12. No Waiver or Modification

Neither this consent, nor the assignment of the Lease by the Assignor, nor the payment of any money or the performance of any of the Tenant's Covenants by the Assignee will waive or modify in any respect any of the rights of the Landlord under the Lease. From and after the Effective Date all obligations of the Assignor and the Covenantors in respect of Tenant's Covenants that have not accrued or arisen before the Effective Date will be at an end, and thereafter only the Assignee will be responsible for performance of the Tenant's Covenants.

13. Landlord's Acknowledgments

The Landlord warrants and represents that:

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- (a) the Lease constitutes the entire agreement between the Landlord and the Assignor;
- (b) the Landlord currently holds \$4,000.00 as a security deposit for the performance of the Tenant's Covenants under the Lease; and
- (c) to the best of the Landlord's knowledge, the Lease is in good standing as of the date of this Agreement.

14. Rent Adjustment

Additional Rent under the Lease has been paid on the basis of the Landlord's estimate of the amounts that will actually be payable over the course of the Lease Year. The Assignee will be responsible for any Additional Rent that may be payable by the tenant under the Lease upon the Landlord making its annual adjustment for Additional Rent as provided for in the Lease, and the Assignee will be entitled to receive any overpayment of Additional Rent, whether made by the Assignor or the Assignee, in light of such annual adjustment. The Assignor and the Assignee agree to readjust as between themselves within 15 days of the Assignee making or receiving any amount on account of Additional Rent for the period preceding the Effective Date.

15. Sublease

Section 8.1 of the Lease shall be amended by deleting the reference to "Barry Kuipers". Barry Kuipers is no longer a subtenant and the Assignor indemnifies the Assignee from all matters in that respect. The Landlord acknowledges and expressly consents to the existing sublease of a portion of the Premises to Norval Holdings Ltd. (DBA Casa Verde Landscapes, Casa Verde Flower Farm and Casa Verde Farms) (the "Subtenant") pursuant to a sublease agreement dated October 31, 2017 and effective November 1, 2017 between the Assignor and the Subtenant (the "Sublease"), which Sublease has or will be assigned by the Assignor to the Assignee. The Assignor represents that the Sublease is, and will upon assignment be, unmodified, current and in good standing.

16. Notices

Any notice given in connection with this Agreement will be delivered to the respective addresses set out above or to such other address as any of the parties may designate in writing, and such notice will be delivered in accordance with Article 15 of the Lease.

17. Survival of Provisions

The provisions of the Lease will survive the execution and delivery of this Agreement and will not merge in this Agreement.

18. Further Assurances

Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Agreement.

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19. Extension Terms

Western hereby grants to the Assignee the right to extend the Term for the Extension Terms provided that the Assignee first gives Western written notice of its exercise of such right in accordance with, and otherwise on the provisions set out in, section 19 of the Lease.

There will be no further rights to renew the Lease or extend the Term with respect to Sunx and Parcel A.

20. Amendment of Lease

The Lease will be deemed to be amended with all necessary changes being made to incorporate and give effect to the provisions of this Agreement. Except as amended by this Agreement, the parties acknowledge that the Lease is unamended, and that, as amended by this Agreement, the Lease is in full force and effect, in accordance with its terms.

21. Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, administrators, personal representatives, successors, and assigns.

22. Governing Law

This Agreement will be governed in accordance with laws applicable in the province of British Columbia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of British Columbia.

23. Counterparts

This Agreement may be signed by original, electronically or by facsimile and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

[EXECUTION PAGE TO FOLLOW]

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IN WITNESS WHEREOF the parties executed this Agreement as of the date first above written.

489299 ALBERTA LTD.
by its authorized signatory:


Alan Walisser (Mar 15, 2023 15:34 PDT)
Name: Alan Walisser
Title: Director

BYLANDS GARDEN CENTER LTD.
by its authorized signatory:

Maria Byland, Director

WESTERN GLOBAL ENTERPRISES INC.
by its authorized signatory:

Name:
Title:

SUNX-II ENTERPRISES INC. (Inc. No. BC1168527)
by its authorized signatory:

Name:
Title:


SIGNED, SEALED & DELIVERED
in the presence of:


Witness Signature (as to both signatures)

Print Name

Address

Occupation

} 
Carmen Walisser (Mar 15, 2023 13:54 PDT)
CARMEN WALISSER


Alan Walisser (Mar 15, 2023 15:34 PDT)
ALAN WALISSER

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IN WITNESS WHEREOF the parties executed this Agreement as of the date first above written.

489299 ALBERTA LTD.
by its authorized signatory:

Name:
Title:

BYLANDS GARDEN CENTER LTD.
by its authorized signatory:

Maria Byland
Maria Byland, Director

WESTERN GLOBAL ENTERPRISES INC.
by its authorized signatory:

Name:
Title:

SUNX-II ENTERPRISES INC. (Inc. No. BC1168527)
by its authorized signatory:

Name:
Title:

SIGNED, SEALED & DELIVERED
in the presence of:

Witness Signature (as to both signatures)

Print Name

Address

Occupation

} _____
CARMEN WALISSER

ALAN WALISSER

ATTACHMENT <u> C </u>	
This forms part of application	
# A24-0003	
Planner Initials	TC
 City of Kelowna <small>DEVELOPMENT PLANNING</small>	

IN WITNESS WHEREOF the parties executed this Agreement as of the date first above written.

489299 ALBERTA LTD.
by its authorized signatory:

Name:
Title:

BYLANDS GARDEN CENTER LTD.
by its authorized signatory:

Maria Byland, Director

WESTERN GLOBAL ENTERPRISES INC.
by its authorized signatory:

Name: **SASSAN FILSOOF**
Title: **PRESIDENT**

SUNX-II ENTERPRISES INC. (Inc. No. BC1168527)
by its authorized signatory:

Name:
Title:

SIGNED, SEALED & DELIVERED
in the presence of:

Witness Signature (as to both signatures)

Print Name

Address

Occupation

CARMEN WALISSER

ALAN WALISSER

ATTACHMENT C

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A24-0003

Planner Initials TC



City of **Kelowna**
DEVELOPMENT PLANNING

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489299 ALBERTA LTD.
by its authorized signatory:

Name:
Title:

BYLANDS GARDEN CENTER LTD.
by its authorized signatory:

Maria Byland, Director

WESTERN GLOBAL ENTERPRISES INC.
by its authorized signatory:

Name:
Title:

SUNX-II ENTERPRISES INC. (Inc. No. BC1168527)
by its authorized signatory:



Name:
Title: Babak Filsoof, Director

SIGNED, SEALED & DELIVERED
in the presence of:

Witness Signature (as to both signatures)

Print Name

Address

Occupation

} _____
CARMEN WALISSER

ALAN WALISSER

ATTACHMENT C
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A24-0003
Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

Appendix II. City of Kelowna Business Licence



2023 BUSINESS LICENCE

THIS LICENCE MUST BE POSTED IN A PROMINENT LOCATION AT THE BUSINESS PREMISES.
THE FOLLOWING BUSINESS IS HEREBY LICENCED IN ACCORDANCE WITH
BUSINESS LICENCE AND REGULATION BYLAW NO. 7878

DESCRIPTION: **GARDEN CENTRE**

BUSINESS & MAILING ADDRESS:
**BYLANDS GARDEN CENTRE
1629 KLO RD
KELOWNA BC
V1W 3P6**

ACCOUNT NO: **4078679**

BUSINESS LOCATION:
1629 K.L.O. RD

ISSUED DATE: **Nov 27, 2023**
COVERS FROM: **Jan 01, 2023**
COVERS TO: **Dec 31, 2023**

LICENCEE:
**BYLAND, MARIA
BYLAND, MELANIE**


CONDITIONS:
**Only farm products produced on the farm can be sold (See
Section 11(3)(a) of the ALR Use Regulation)**

A Licence is not a representation or warranty that the licenced business or the business premises comply with the bylaws of the City or with any regulations or standards.

Please notify the Licence Department of any change of business, address or ownership, or discontinuation of business. Business Licences are non-refundable.

BYLANDS GARDEN CENTRE
1629 KLO RD
KELOWNA BC
V1W 3P6

Note: This has been renewed for 2024.

ATTACHMENT	C
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 City of Kelowna DEVELOPMENT PLANNING	



Appendix III. Photographs of the Proposed Soil and Decorative Rock Storage and Sales Area



Photograph showing original soil storage area cleaned up and approximate location of proposed new storage area.

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DEVELOPMENT PLANNING





Photograph showing the original soil and rock storage area cleaned up.



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Appendix IV. Site Layout



ATTACHMENT C

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City of 
Kelowna
DEVELOPMENT PLANNING

Agricultural Land Capability Classification

1629 & 1649 K.L.O. Rd
Kelowna, BC V1W 3P3

(PID: 012637858; 012637882; 012637874)

LEGEND

-  Agricultural Capability
-  Property Boundary

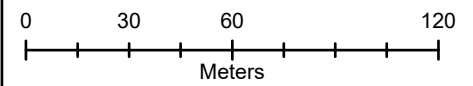
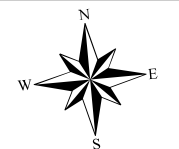
ATTACHMENT C
This forms part of application
A24-0003

Planner Initials TC



City of Kelowna
DEVELOPMENT PLANNING

LOCATION OVERVIEW



Scale: 1:2,200
Projection: NAD 1983 BC Environment Albers



Project ID: -
Project Description: KLO Rd Ag Capability
Created By: Carolina Costa-Giomi, P.Ag, GIT
Date Exported: 1/12/2024

**Unimproved Capability Classification:
7:4W~3:5W**

**Improved Capability Classification:
7:2~3:3WF**