PROPOSAL

FOR THE DEVELOPMENT OF THE CANOE CLUB LANDS AND PROPERTY

PRESENTED BY

CALEB GROUP



#200, 321A – 21st Street East Saskatoon, SK S7K 0C1
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TABLE OF CONTENTS

Introduction	2
Quick Facts	4
Caleb's Commitment to Community Input	5
Demographics	6
The Proposed Development	7
Benefits	11
Appendices	12

a. Landscape Plan
b. Traffic Analysis
c. Sun Study
d. AMEC Earth & Environmental Site Observation Study
e. Bering Commercial Real Estate Inc. Letter of Support



CALEB GROUP

CALEB GROUP

Caleb Group is dedicated to the development, construction and management of retirement communities.

We are driven by a deep respect for seniors who built our communities and nurtured new generations.

A trusted name across Western Canada, we focus on building and maintaining strong relationships and weaving integrity into each of our projects.

As project developer and project manager, Caleb views our involvement in this project as a long-term investment and commitment to the St. Vital neighborhood.



The Franklin - Saskatoon, SK



Cathédrale Manor - Winnipeg, MB

Caleb Group consists of Caleb Construction Ltd. and Caleb Management Ltd.

Caleb Construction Ltd.

Caleb Construction is the construction division of Caleb, responsible for the building design, site development and construction of all residential & commercial properties from inception to completion. Caleb Construction's president and shareholder, Darrell Remai, has overseen the development and construction of eight (8) retirement communities throughout Western Canada, with an additional development underway in St. Boniface, Winnipeg.

Caleb Management Ltd.

Caleb Management is responsible for all property management and operational activities in Caleb's portfolio. Under a third party management contract with Retirement Residences Real Estate Investment Trust ("Retirement REIT"), Caleb Management manages five (5) Retirement REIT facilities comprising 513 suites.

Retirement REIT ("RRR") is the largest provider of accommodation and care for seniors in Canada. It owns 213 retirement and long term care facilities, including 32 facilities in select United States markets, with a resident capacity in excess of 25,000.

In addition, Caleb Management manages Caleb Manor Christian Retirement Community in Saskatoon (128 units), The Bentley at Hillsdale Retirement Community in Regina (113 units) and Caleb Manor Christian Retirement Community in Edmonton (111 units).

Further information on Caleb Group may be obtained
by visiting our web site @ www.calebgroup.ca



Quick Facts

• Caleb Group will develop and manage this upscale seniors community. As project developer and property manager, Caleb views our involvement in this project as a long term investment and commitment to the St. Vital neighbourhood.

• The expected average age of a resident is 75. Persons requiring assistance with some of the basic necessities of life such as personal hygiene, feeding, grooming, and medication management will be welcome in this community. However, residents requiring this type of care will be responsible for contracting with their own home care provider.

• Window coverings will be included with each suite ensuring continuity on the exterior appearance of the building.

• The park-like grounds will be professionally landscaped with a walking path. The exterior will be well lit and a water feature will be a focal point of the development.

• Service vehicles (delivery trucks, garbage removal, etc.) will only have access to the east side of the building.

• There will be minimal additional vehicle traffic. Chauffeured Bus Services will be provided for the residents of the building.

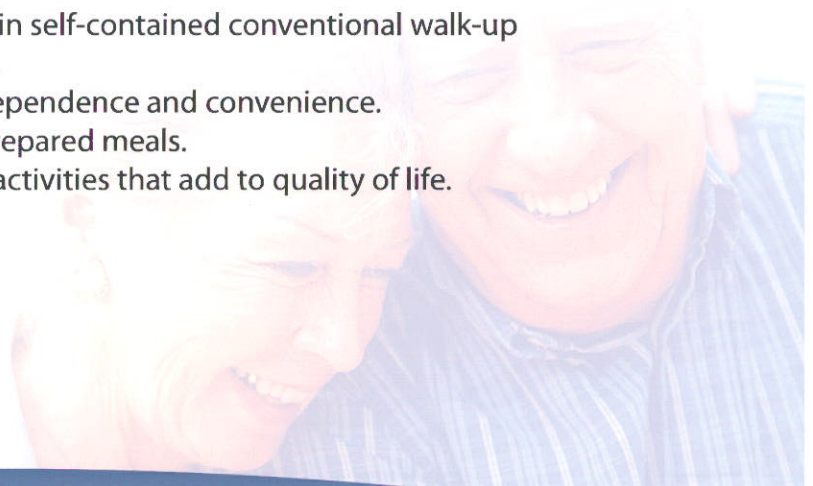
• The building will be set-back from the floodway fringe area.

• The Dunkirk Drive entrance/exit will remain in its current location. An easement will be created through the proposed parking lot to ensure unrestricted vehicular access to the golf course and adjacent condominiums. There will be **no** vehicle access to the property via Dunkirk Place.

•The proposed project will take approximately 15 to 18 months to construct.

•This community will accommodate the needs and desires of seniors by providing:

- Greater safety and security than is provided in self-contained conventional walk-up apartment blocks and residential dwellings.
- Greater Flexibility in the level of privacy, independence and convenience.
- Beautiful surroundings and delicious chef prepared meals.
- Social interaction and planned recreational activities that add to quality of life.



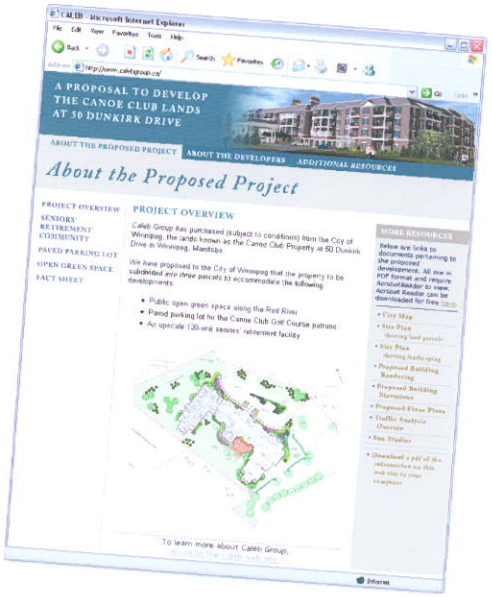
Caleb's Commitment To Community Input

The Canoe Club has played an important role in this neighborhood and in the city of Winnipeg. This is evident in the interest that this proposal has generated.

While we cannot fully understand the emotional ties that many have to the property, we recognize the importance of this property to the community.

We have demonstrated out commitment by having solicited public input for the proposed development through:

- advertising
- mail outs
- hosting a public forum for the community
- compiling and mailing an information package
- we spoke and met with:
    - o Mr Kennedy Andrews, President, and the Directors of the Condominium Board of the condominiums at 60 and 70 Dunkirk Drive,
    - o Mr. and Mrs. Ferguson, Canoe Club golf course operators
    - o Mr. Bruce Cromb, the president of the Dunkirk Tennis Club
- hosted an open house
- placed information on our web site.



Through these mediums, as well as our toll free number we have asked and given opportunity for feedback about this development.

We have also compiled traffic impact studies, environmental studies, sun-shadow study and worked with the city to provide a solution that would best benefit the community and its residents.

The feedback we have received overwhelmingly supports the development.





Demographic Information

The principal factors affecting occupancy levels and revenues of a facility are the size of the seniors population in the surrounding area and the facility types that the population requires.

Projections for City of Winnipeg indicate that the absolute number of seniors (age 65 and over) within the Winnipeg Census Metropolitan Area is expected to grow from 92,273 in 2004 to 93,906 in 2009. These projections indicate that there will be a continually increasing demand for senior's housing for several years to come.

In Winnipeg, 34.9% of the senior population lives alone. This is similar to that for Manitoba seniors (34.3%) but higher than that for Canada (28.9%).

Canadian Demographics

Statistics Canada projects that the current Canadian population aged 65 and older will grow from 3.9 million (12.6%) in 2001 to 4.2 million (13.2%) in 2006. Within this population Statistics Canada projects a large increase from 3.1% in 2001 to 3.6% in 2006 for those aged 80 years and older.

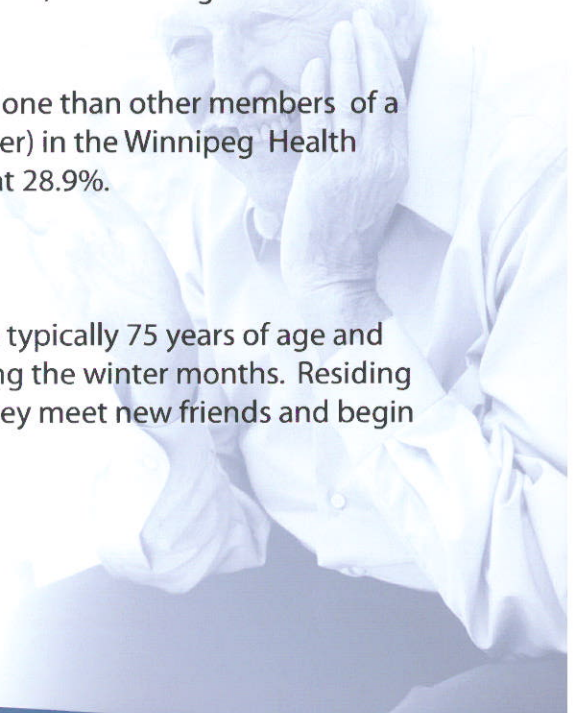
Winnipeg Demographics

There were 91,359 senior citizens living in the Winnipeg Health Region ("WHR") in 2003. This is an increase of 2.4% from 2001. The proportion of the population 65 years of age and older was 13.9% in WHR, compared to 12.2% for Canada. This age group is nearly evenly split between those who are under age 75 and those who are 75 years and older (48.6% and 51.4%, respectively). Those 85 years and older, 'the oldest of the old', make up approximately 13.9% of the senior citizen population. The percentage of senior citizens (65 years of age and older) in WHR is 13.9%, which is higher than that for Manitoba, but similar to that for Canada.

According to Statistics Canada, senior citizens are more likely to live alone than other members of a population. The proportion of senior citizens (65 years of age and older) in the Winnipeg Health Region that live alone is 34.9%, which is higher than that for Canada, at 28.9%.

PRIMARY CLIENTEL

People who are attracted to "independent living" accommodation are typically 75 years of age and older. Many have lost their spouse and are "shut-ins", particularly during the winter months. Residing in a Caleb Community provides many with a new outlook on life as they meet new friends and begin to share life again.



Proposed Development

Caleb Group's vision for the beautiful Canoe Club Lands is to build an upscale, all-inclusive 120-unit independent living retirement community.

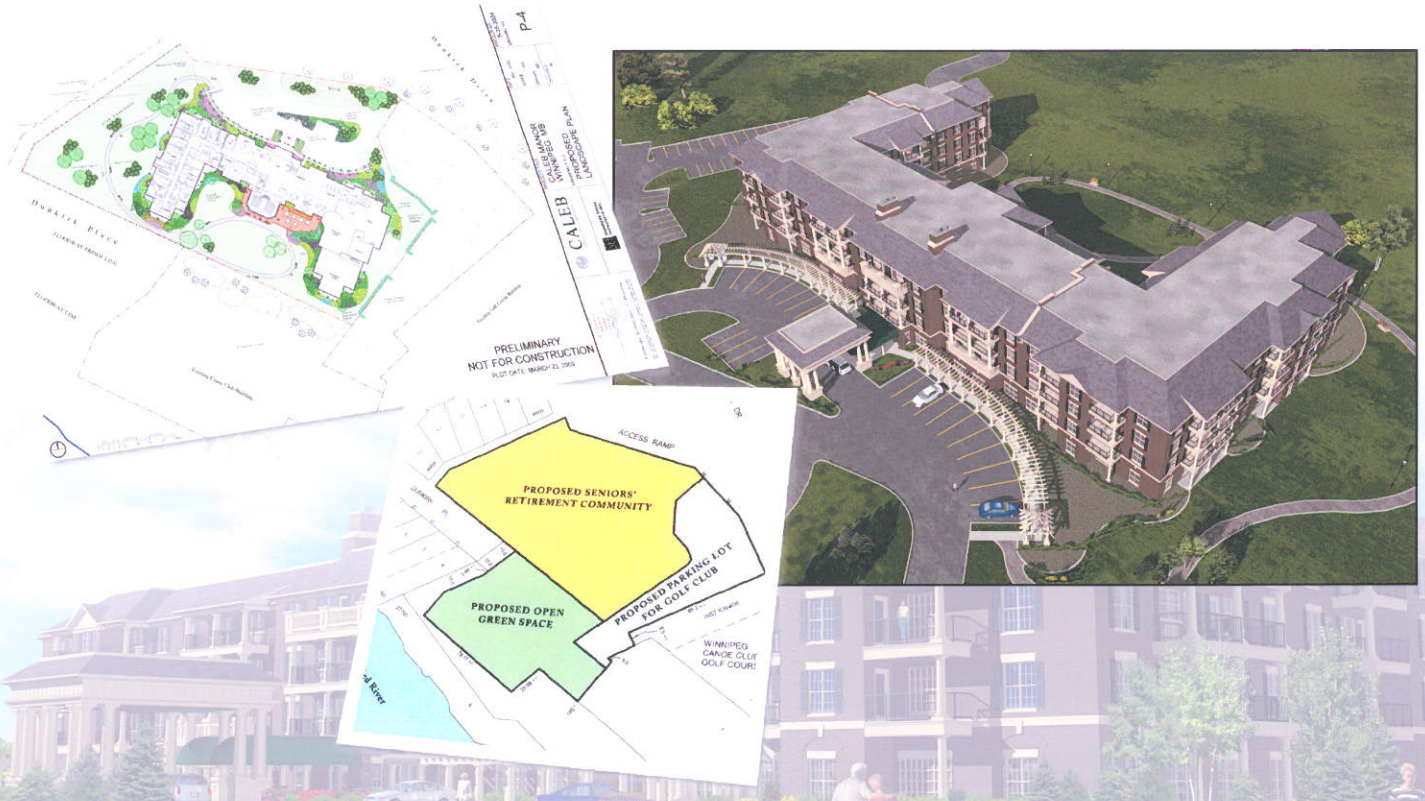
The four storey, Georgian style architecture would be nestled in lushly landscaped grounds with automatic sprinklers and ample engineered lighting for security. Seniors would be provided a vibrant community where they can enjoy retirement while maintaining their independence.

The development would be a Seniors rental community with services that include meals, 24-hour emergency response, housekeeping, local transportation and utilities.

Caleb Group has also agreed to construct a paved parking lot for golf course patrons and provide open green space which will give public access to the Red River that will be owned and maintained by the city.

Construction Schedule

Demolition is expected to take 30-60 days with construction scheduled to start summer of 2006 for completion fall 2007.

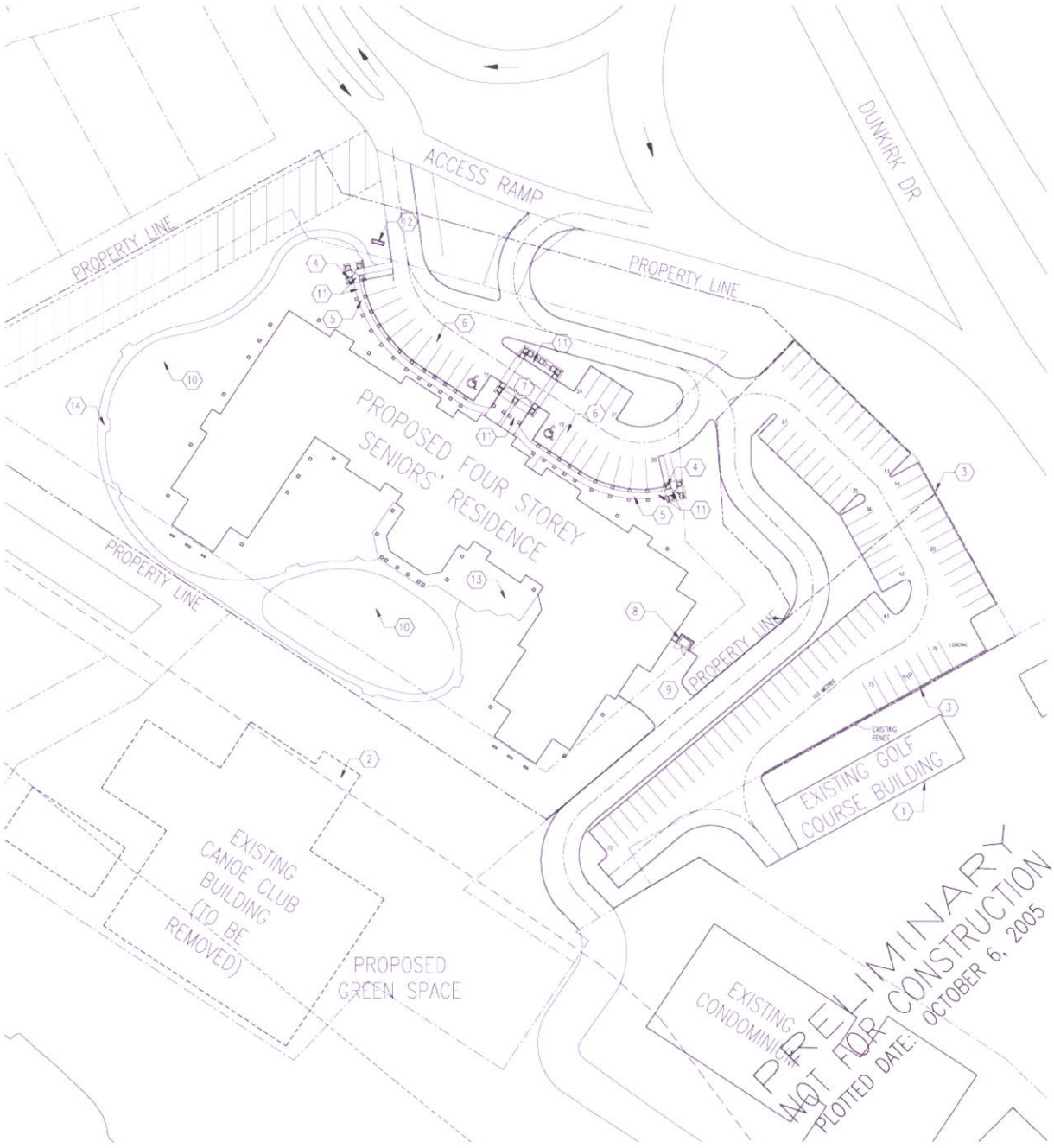








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PROJECT TITLE
GOLF COURSE PARKING LOT
ACCESS ROUTE REVISION
CANOE CLUB PROPERTY
WINNIPEG, MB

DRAWING TITLE
SITE PLAN

DATE: 2005-10-06
SCALE: 1:1000
DRAWN: DJB
CHECKED: JLW

PROJECT NO.: S-26-2004
DRAWING NO.: SK-1

Caleb Manor at St. Vital All-inclusive Seniors Rental Community

Services for Residents:

- 3 delicious, nutritious meals a day
- Weekly housekeeping service
- Weekly linen and towel service
- 24-hour snack bar/coffee room
- 24-hour staff
- 24-hour emergency response pendant
- On-site mail delivery
- On-site activities director
- Elegant dining room
- Complimentary transportation to scheduled appointments

Community Amenities:

- Auditorium
- Complimentary laundry facilities
- Craft area
- Library
- Fitness area
- Games and recreation area
- Proximity to community services (medical, shopping, churches)
- Beauty salon/barbershop
- Swimming pool
- Hot tub

Building Features:

- Individual climate-controlled suites
- Heat and smoke detectors
- Fire sprinkler system throughout
- Safety bars/slip resistant floors
- Wheelchair accessible
- Landscaped grounds
- Two elevators



CALEB GROUP

The Benefits

The St Vital community and the City of Winnipeg will receive benefits from the proposed development that are both economic and social.

The City will see an influx in capital and investment that will have a direct long-term impact, and spin-off benefit.

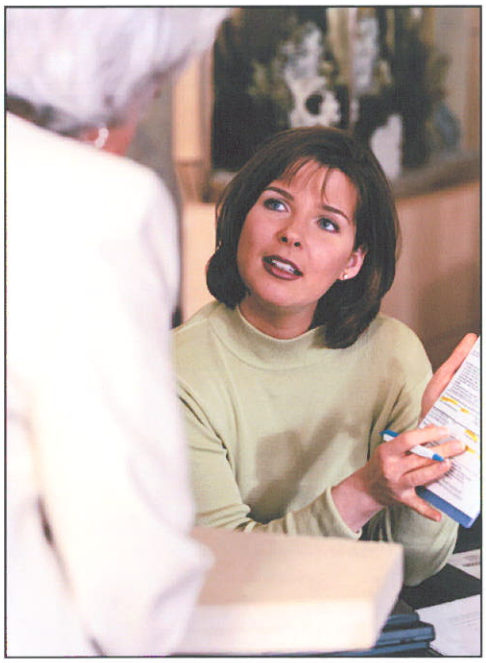
Construction Phase

- 18 Million dollars (estimated)

Annually

- over 2 million dollars into the local economy (estimated)
- through employment of 40 staff, purchases of goods and services and property taxes.

This project will also provide a needed housing option for seniors in the St. Vital community. It will enhance the existing beauty of the Canoe Club property through crafted architecture and professional landscaping and it will restore life to this historic location.







HILDERMAN THOMAS FRANK CRAM

Landscape Architecture • Planning

500 - 115 Bannatyne Avenue East Winnipeg, Manitoba R3B 0R3
Tel 204.944.9907 Fax 204.957.1467 Email office@htfc.mb.ca

CALEB GROUP OF COMPANIES

SAUNDERS EVANS ARCHITECTS INC.

PROJECT TITLE: CALEB MANOR WINNIPEG, MB	DATE: Mar. 22/05	PROJECT NO.: S-26-2004
	SCALE: 1:300	DRAWING NO.: P-4
DRAWING TITLE: PROPOSED LANDSCAPE PLAN	DRAWN: BD	
	CHECKED: NJ	

22 March 2005
File: 113704150

Caleb Construction Ltd.
#200 - 321A 21st Street East
Saskatoon SK S7K 0C1

Attention: Mr. Rene Doucette,

Dear Mr. Doucette:

Reference: Traffic Analysis Overview – 50 Dunkirk Drive

Stantec Consulting Ltd. has completed a Traffic Analysis Overview for the proposed seniors' retirement community, and community park to be located on the Winnipeg Canoe Club lands at 50 Dunkirk Drive in Winnipeg, Manitoba.

The proposed development includes construction of a 120 dwelling unit seniors' retirement community, a community park, and a 100 vehicle surface parking lot for golf course patrons (to replace the existing surface lot). The traffic generated by the proposed development was estimated using methods and generation rates contained in the 7th Edition of the Trip Generation Manual produced by the Institute of Transportation Engineers. Land Use: 253, Congregate Care Facility was selected to represent the trip generation characteristics for the proposed independent living development. Land Use: 411, City Park was used to represent trip generation characteristics for the proposed recreational development, namely the community park.

The impact of the proposed development on the surrounding street network was considered. Trip generation rates for this development were selected for both the AM and PM Peak Hour of Adjacent Street Traffic (where available), and Average Daily Traffic (ADT). Table 1.0 shows the proposed development-related trip generation in terms of estimated ADT, weekday AM and PM peak hour traffic.

Reference: Traffic Analysis Overview – 50 Dunkirk Drive

Table 1.0 – Estimated Development Related Traffic Generation

	A.M. Peak Hour (7 am to 9		P.M. Peak Hour (4 pm to 6		ADT
	Entering (vehicles)	Exiting (vehicles)	Entering (vehicles)	Exiting (vehicles)	
Congregate Care Facility	4	3	11	9	242
City Park	N/A	N/A	N/A	N/A	2
Total Trips Generated	7		20		244

N/A – not available

The above table shows that the proposed seniors' complex will generate 242 vehicles per day. The community park is expected to generate minimal traffic, 2 vehicles per day.

The projected total daily traffic generated by the development is assumed to be distributed 50% to/from the north and 50% to/from the south. During the AM peak hour, approximately 4 vehicles will enter and 3 vehicles will exit the proposed development. During the PM peak hour, approximately 11 vehicles will turn into the site and 9 will leave the site.

Existing development on the site includes an apartment building, tennis courts, and a golf course club house with surface parking lot. There is one existing access point into the site via the on ramp from Kingston Row to Dunkirk Dr. southbound, as shown in Figures 1 and 2. Southbound traffic exits the site via the on ramp to Dunkirk Dr., while traffic headed north exits the site via the off ramp from Dunkirk Dr. to Kingston Row, as shown in Figure 1. The site exits are both stop-controlled.

The proposed development will retain the existing approaches. As illustrated on the attached Saunders Evans Architects drawing SK-1, the access will lead to the main entrance of the proposed seniors' complex (which includes surface parking on either side of the main entrance), and to a golf course surface parking lot framing the south/southeast side of the proposed building. A loop is proposed, with separate entry and exit points, to circulate the development related traffic safely and efficiently.

The attached photos P.01 to P.06 illustrate various views of the access points and the adjacent on/off ramp.

Relative to the existing traffic on Kingston Row (estimated ADT of 3,000 to 3,500 vehicles at the Dunkirk Dr. / Kingston Row underpass) the proposed development will generate an additional 244 vehicles per day. During the PM peak hour, 11 vehicles will enter the site at an average rate of one every five (5) minutes. Based on the adjacent street traffic this is assumed negligible and would have little or no impact on adjacent intersection performance.

The directional split for this movement entering and exiting the adjacent street from the proposed development is assumed to be 50/50. Therefore, during the PM peak hour approximately five (5) vehicles will enter the site from the southbound Dunkirk Dr. off ramp, and 5 will enter from the on ramp from Kingston Row to Dunkirk Dr. southbound. All entering traffic will use the Kingston Row and on/off ramp intersection to access the site. Upon exiting, southbound vehicles will use

the on ramp to southbound Dunkirk Dr., while the remaining exiting traffic will use the Kingston Row and on/off ramp intersection.

Relative to the existing traffic on Dunkirk Dr. (estimated ADT of 45,000 vehicles per day) the proposed development will generate a negligible amount of additional traffic.

The land use in the vicinity of the development is primarily single family residential and recreational. Kingston Row directly north of the proposed development, is expected to be unaffected by the proposed development.

In conclusion, the above discussion illustrates that the proposed seniors' retirement community and community park at 50 Dunkirk Drive will have minimal impact on the surrounding street network and therefore, no traffic mitigation measures are warranted for the proposed development.

Please contact the undersigned if you require any additional information.

Sincerely,

STANTEC CONSULTING LTD.

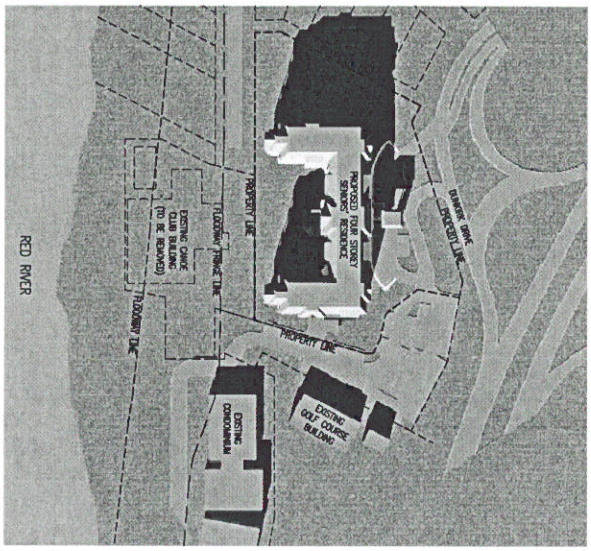
Kenneth A. (Kenn) Rosin, P. Eng.
Manager, Transportation
Tel: (204) 489-5900
Fax: (204) 453-9012
krosin@stantec.com

Attachment:

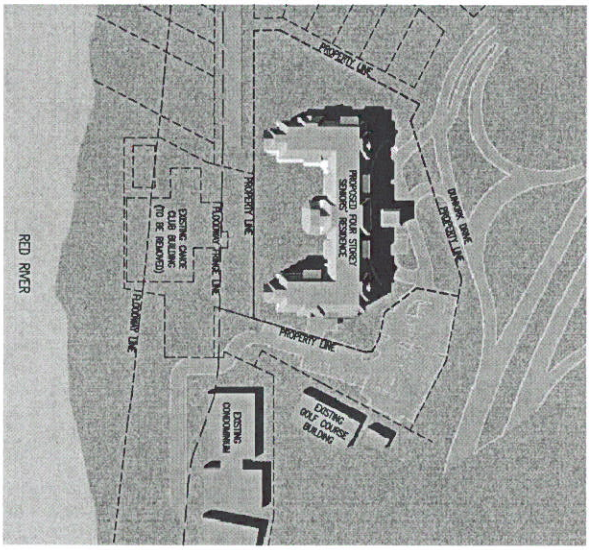
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1 - MARCH 21

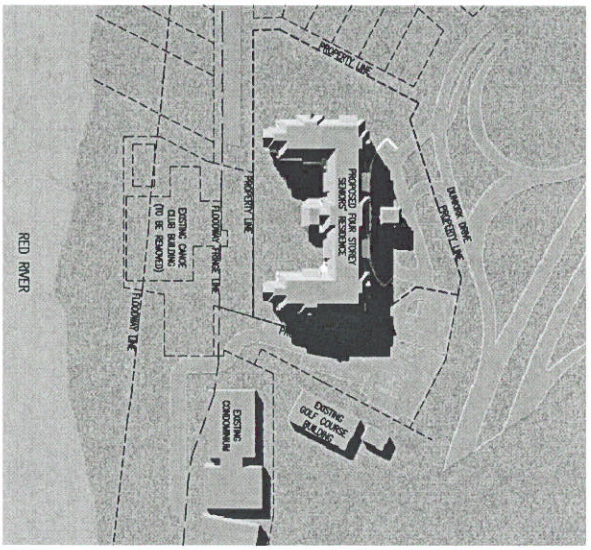
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PRELIMINARY
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PLOTTED DATE: MARCH 23, 2005

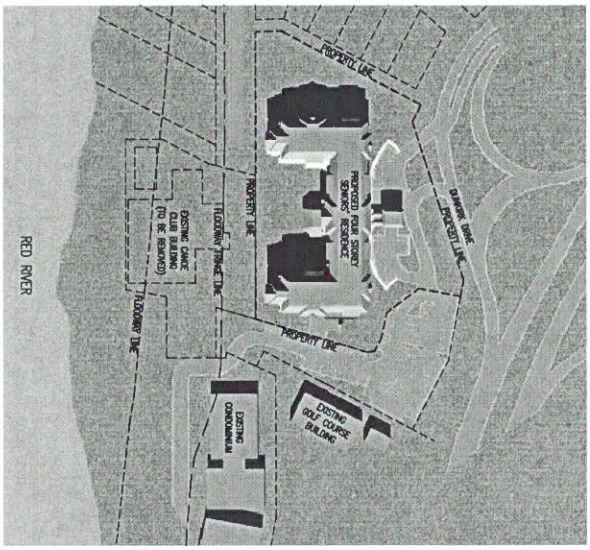
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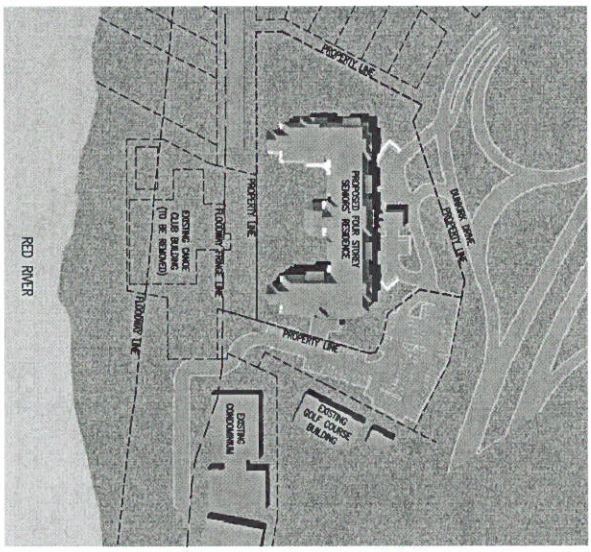
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1 - JUNE 21

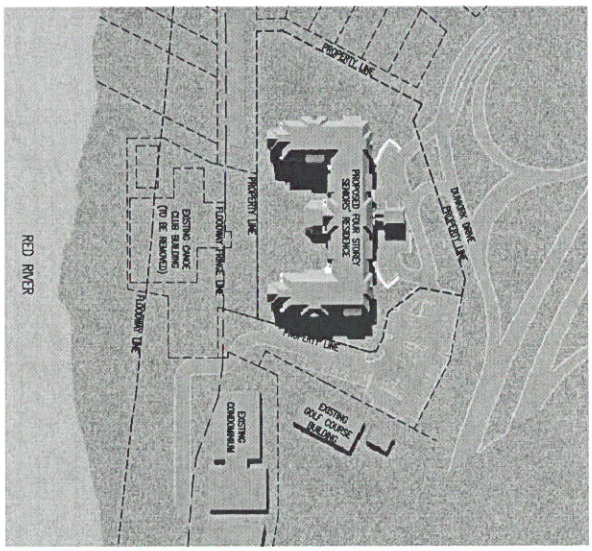
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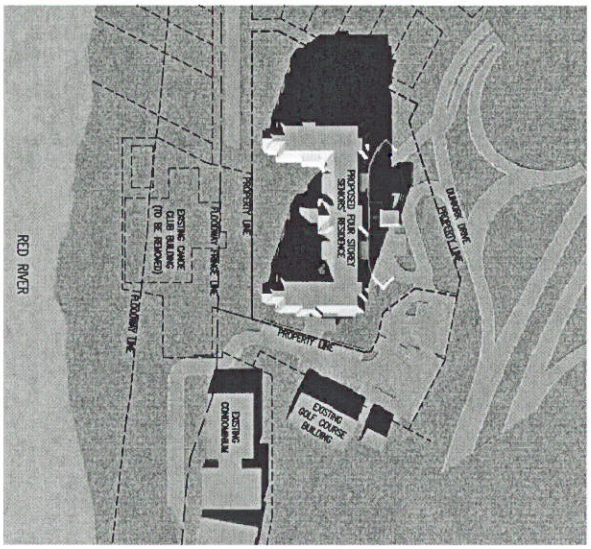
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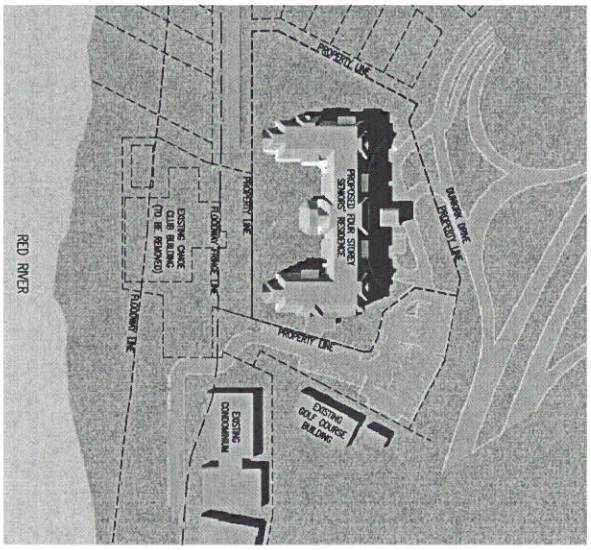
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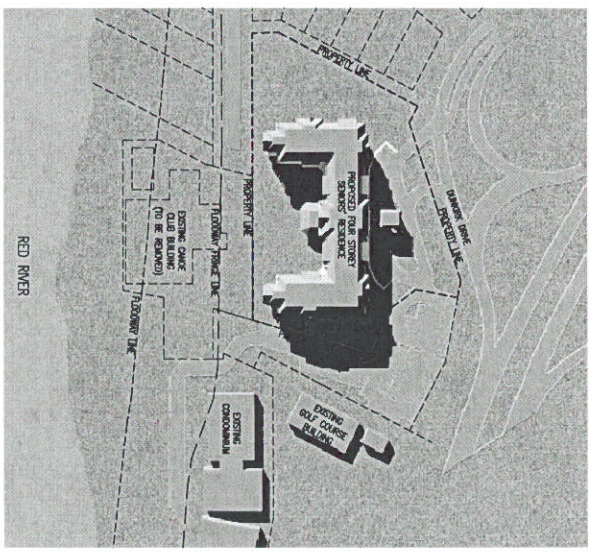
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NOT FOR CONSTRUCTION
PLOTTED DATE: MARCH 23, 2005

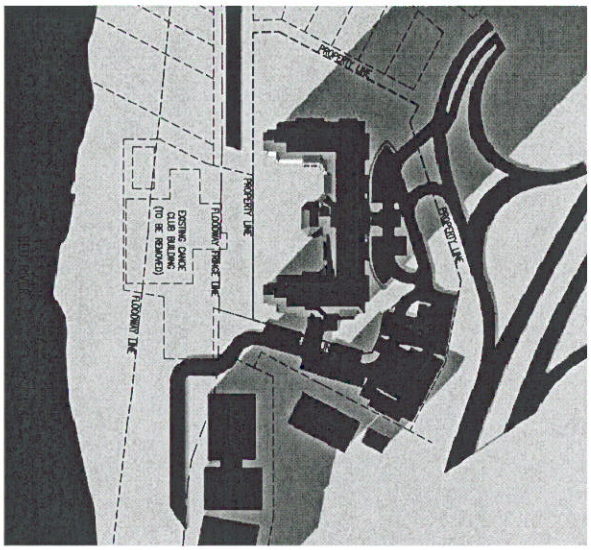
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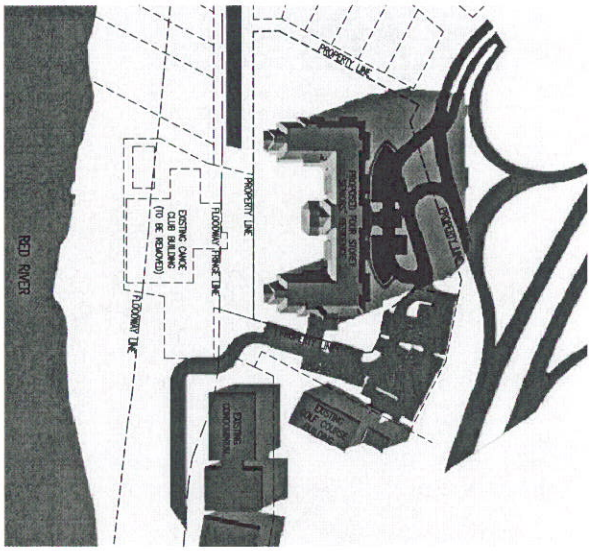
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1 - DECEMBER 21

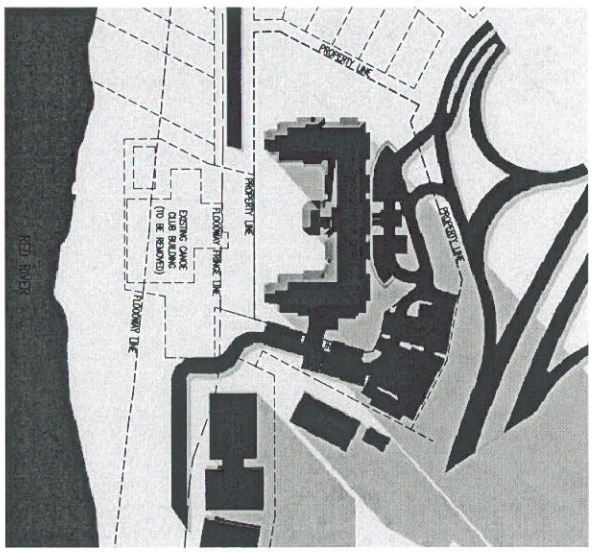
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PLOTTED DATE: MARCH 23, 2005

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PROJECT TITLE CALEB MANOR WINNIPEG, MB		DATE 05/03/23	PROJECT NO. S-26-2004
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DRAWING TITLE SUN STUDIES DECEMBER 21		DRAWN JMU	P-12
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6 October 2005
AMEC Project Number: WX15185

Caleb Construction Ltd.
200-321A 21st Street East
Saskatoon, Saskatchewan S7K 0C1

Attention: Rene Doucette

RE: SITE OBSERVATIONS
CANOE CLUB BUILDING
50 DUNKIRK DRIVE, WINNIPEG, MANITOBA

1.0 INTRODUCTION

As per the request of Caleb Construction Ltd., AMEC Earth & Environmental, a division of AMEC America's Limited (AMEC) conducted a walk-through inspection of the above noted commercial building on 6 October 2005. The purpose of the walk-through was to observe the current site conditions with respect to asbestos, mould and other readily visible substances which may affect redevelopment of the building. The walk-through inspection was of a visual nature only and no sampling or testing was to be completed at this time. AMEC understands that Caleb was to use the information provided by AMEC as part of their evaluation of the property for future redevelopment.

2.0 SITE DESCRIPTION AND BACKGROUND

At the time of the site visit on 6 October 2005, the Canoe Club Building was vacant and in a visible state of disrepair. According to information provided by the City of Winnipeg Property Assessment Department, the wood frame and masonry building was constructed in three sections built in 1955, 1971 and 1979. The building was observed to have a main level occupied by badminton courts, offices, a lounge and bar, a commercial kitchen and banquet facilities with associated storage rooms. The building was also observed to have basement and subbasement levels. The basement level was laid out with racquetball courts, classrooms, offices, storage rooms, mechanical rooms housing electrical, shops, storage and steam room equipment and women and men's locker rooms, washroom and steam rooms. The subbasement was occupied by racquetball courts, an aerobics area, a weight room and a furnace room. The basement and subbasement were observed to have partial concrete walls with the remainder constructed of wood frame and exposed earth.

AMEC Earth & Environmental
A division of AMEC Americas Limited
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Winnipeg, Manitoba
Canada R3Y 1N4
Tel +1 (204) 488-2997
Fax +1 (204) 489-8261
www.amec.com

AMEC was informed by representatives of the City of Winnipeg, who are currently in control of the building, that the building had been unoccupied for a number of years and that there is a history of flooding in the basement and subbasement levels and major roof leaks. At the time of AMEC's site visit, extensive water damage and visible mould growth was observed throughout the building. AMEC also observed a number of major maintenance issues which are or are likely leading to water intrusion into the building such as missing or damaged exterior siding or stucco, undermining of the partial concrete foundation walls, roof damage and missing or damaged gutters and or drains. AMEC was informed that the subbasement had flooded earlier this year as a result of the sump pits backing up and that the east end of the basement also had a history of repeated flooding. As the building has been vacant for a number of years, there are also a number of minor maintenance issues such as vandalism, damaged flooring, plumbing issues, etc.

Details of AMEC's observations with respect to water intrusion, visible mould and suspect asbestos containing materials are provided below.

3.0 6 OCTOBER SITE VISIT OBSERVATIONS AND ISSUES

AMEC observed the site on 6 October 2005. The exterior of the building was finished with wood siding and stucco and had a flat roof. At the time of the site visit, wet snow and ponded water was observed on the surface of the multiple roofs of the building. AMEC did not perform a detailed inspection of the exterior roof surface as visible damage and water intrusion was noted from the interior of the building and the structural integrity of the roof was suspect in these areas. AMEC observed that the wood siding covering the upper areas of the exterior walls exhibited surficial mould or other fungal growth and that the siding was damaged in a number of areas. Damage to lower stucco finished portions was also evident which would be expected to allow moisture into the building. AMEC also observed that the partial concrete wall at the southeast corner of the building was undermined in an area near a roof downspout. This may be a contributing cause of historical and possibly ongoing water intrusion into the basement. AMEC was informed by the City of Winnipeg that the east end of the basement level has a history of repeated flooding as a result of water intrusion from this area.

The interior of the building was generally finished with carpet, ceramic tile or vinyl surfaced floors, gypsum wallboard and gypsum lathe and plaster and ceilings finished with suspended ceiling tiles and wood paneling. In the former recreation areas, the roof deck was exposed in a number of locations and the walls were finished with plaster finished concrete or wallboard.

At the time of AMEC's observations, numerous major roof leaks were observed on the main level. The water was being collected in various containers at a number of locations. However, the water was observed to be seeping down to the basement levels. On the main level, the majority of the water damage was observed in the areas of the front entrance, badminton courts, service entrance and west entrance. On the basement level, the current water infiltration was observed to affect numerous areas in the hallway, front reception area and classrooms. While visible mould growth was observed in these areas, it was also observed throughout the basement levels along the base of the walls, in the racquetball area on the furniture and carpet, in the storage rooms and the mechanical room for the steam rooms. In the subbasement, the

wood floors and carpet were observed to be wet in a number of locations. Visible mould growth was observed in the racquetball courts, aerobics area and furnace room. The extensive mould growth was expected to be the cause of the musty odours throughout the building.

In addition to the water damage and visible mould growth, suspect asbestos containing materials (ACMs) such as flooring, texture coat associated with wallboard, ceiling tiles, plaster, mechanical insulation and roofing materials were observed. The majority of this material was observed in fair condition with the exception of the mechanical insulation present in the steam room mechanical area which was in poor condition. The floors throughout the building were observed to be covered in multiple layers of flooring materials including roll flooring, vinyl floor tiles (numerous types) and carpet. It was observed that the original vinyl flooring was covered with wood sub-flooring, carpet or other layers of flooring.

Site photographs taken at the time of the site visit are attached.

3.1 EXPECTED MOULD REMEDIATION AND SITE RESTORATION ACTIVITIES

Based on AMEC's walk-through, it is evident the following minimum activities will be required as part of any renovation activities at the site to correct mould and water damage issues:

- Correct all water intrusion issues. Such activities would likely include foundation repair and site regrading, exterior finish repairs, roof replacement or major repairs, plumbing upgrades, evetroughing and drainage. The services of specialty trades and structural engineers may be employed to evaluate these items.
- Conduct a detailed intrusive investigation to identify all water damaged or mould contaminated building materials. Extensive visible mould growth has been identified on wall and ceiling surfaces, flooring, furnishings and structural members such as wood wall studs in the basement , wood subfloors and the apparent wood roof decking. It is expected that hidden mould growth is present behind baseboards, walls, above ceiling tiles and wallboard ceilings and below subfloors. The lower four feet of all walls should be investigated in areas in which flooding has occurred and the ceilings of all areas should be investigated as a minimum.
- Conduct effective cleaning of the entire building. Porous items which cannot be cleaned such as carpets, drapes, exposed insulation, ceiling tiles, unpainted wallboard, furnishings, etc. must be removed and disposed of.
- Conduct effective cleaning of the duct and ventilation systems. If the ducts can not be effectively cleaned, they will need to be removed and replaced.

It is expected that the majority of these activities will be completed by experienced mould remediation contractors using moderate or high risk mould remediation procedures. Given the extensive mould growth and water damage in the building, it is AMEC's experience that the restoration costs may approach or exceed the replacement cost of the building. The mould and water damaged materials would not have to be removed if the building is to be demolished.

3.2 POTENTIAL ASBESTOS ABATEMENT ACTIVITIES

A number of suspect ACMs were observed at the site during AMEC's walk-through. Prior to any renovation or abatement activities, AMEC recommends that all suspect asbestos materials should be sampled and submitted for confirmatory analysis. Based on AMEC's observations, the following should be noted with respect to ACMs:

- The presence of asbestos associated with the wallboard or plaster finishes would be expected to affect all renovation activities. Where wallboard with asbestos texture coat is to be disturbed, it should be removed under modified Type 1 abatement conditions in accordance with Provincial Guidelines. If the building is to be demolished, asbestos containing texture coat associated with the wallboard will not likely have to be removed.
- If found to contain asbestos, the mechanical insulation in the steam room mechanical area should be removed. It was observed in very poor condition with the potential for asbestos fibres to be exposed to the air. Debris was also present on the floor of the room.
- The remainder of any ACMs would have to be remove prior to demolition. If the building was to be renovated, the majority of any suspect ACMs such as flooring and roofing materials should have to be removed as part of the renovation activities.

It is expected that the majority of any ACMs such as wallboard, roofing and flooring would be removed using low risk Type 1 abatement procedures in accordance with Provincial Guidelines. Suspect ACMs such as plaster and mechanical insulation would likely have to be removed using high risk Type 3 abatement procedures. All abatement activities should be completed by experienced abatement contractors.

4.0 OTHER ISSUES AND POTENTIAL CONCERNS

No sampling and analytical testing of the suspect mould contaminated surfaces was completed. All inferences to mould contaminated materials are based on AMEC's professional judgment and visual assessment. Based on the extensive inferred mould growth in the building and the signs of historical water damage, there is likely other areas of mould contamination which were not visible at the time of the site visit. To confirm the type and levels of mould present in the building, sampling and analysis would be required. Given the level of suspect mould contamination present in the building, AMEC recommends that proper respiratory and other personal protective equipment be utilized by any persons when entering the building until these issues are rectified.

Given the age of the building and AMEC's experience, ACMs are likely present at the site. To confirm the presence of ACMs, sampling and analysis would be required and should be completed prior to any renovations or demolition. Given the poor condition of the suspect asbestos containing mechanical insulation associated with the steam room equipment and the potential respiratory hazard it poses, AMEC recommends that the steam mechanical room be sealed and access only granted to those with Until the asbestos content of this material can be confirmed, access should be restricted to those wearing proper personal protective equipment such as respirators and disposable coveralls.

In addition to the above, other designated substances such as lead, lead paint and PCBs may be present in the building. These items may require special handling during any renovation or demolition activities. The presence of these materials should be confirmed prior to any such activities.

Given the age and visible condition of the building, AMEC would recommend that further professional assessment of the buildings structure and condition be conducted prior to any sizable renovation or remediation activities. A qualified commercial appraiser may also be consulted to determine if the proposed works are warranted. It should be noted that AMEC is not qualified to provide detailed recommendations on structural, architectural or building value issues.

5.0 CLOSURE

The above report and field sampling has been carried out using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. While this report provides an overview of existing potential concerns at the Site, the findings of this report are limited by the availability of information at the time of the assessment and lack of accessibility to confined areas within the unit. The findings of this investigation are based on the interpretation of data from a limited number of areas investigated. It is possible that materials may exist which could not be reasonably identified or which were not apparent or accessible during the site visit.

This report has been prepared for the exclusive use of Caleb Construction Ltd. for specific application to the property identified in this report. Reliance on this report by any other party is not permitted without written authorization of AMEC Earth & Environmental. The environmental assessment activities presented in this report were conducted in accordance with generally accepted assessment practices. No other warranty, expressed or implied, is made. The general conditions of this report are attached.

AMEC trusts that this meets your current requirements. If you have any questions, please contact our office.

Respectfully Submitted,
AMEC Earth & Environmental

Patrick Campbell

Patrick Campbell, B.Sc., CCEP
Staff Environmental Scientist / Project Manager
Occupational Health & Safety Services

Reviewed By;

Harley Pankratz, P.Eng,
Vice-President, Manitoba/Saskatchewan

Attch: Photographs
Statement of General Conditions

Dist: Addressee

AMEC Earth & Environmental, A Division of AMEC Americas Limited
STATEMENT OF GENERAL CONDITIONS - ENVIRONMENTAL SERVICES

1. STANDARD OF CARE - In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its professional practicing in the same or similar localities. No other warranty expressed or implied is made or intended by this agreement or by furnishing oral or written reports of the findings made. The CONSULTANT is to be liable only for damage approximately caused by the negligence of the CONSULTANT. The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the CONSULTANT and that the data, interpretations and recommendation of the CONSULTANT are based solely on the information available to him. The CONSULTANT will not be responsible for the interpretation by others of the information developed.

2. SITE INFORMATION - The CLIENT agrees to fully cooperate with the CONSULTANT with respect to the provision of all available information on the past, present and proposed conditions of the Site known to it or otherwise requested by the CONSULTANT.

The CONSULTANT agrees to include a review of all historical information obtained by the CLIENT or provided by the Client to assist in the investigation of the Site unless and except to the extent that such a review is limited or excluded from the scope of work to be performed by the CONSULTANT.

3. FULL DISCLOSURE - The CLIENT acknowledges that in order for the CONSULTANT to properly advise and assist the CLIENT in respect of the investigation of the Site, the CONSULTANT is relying upon full disclosure by the CLIENT of all matters pertinent to an investigation of the Site.

4. DELAYS AND INTERRUPTIONS - Should the CONSULTANT be delayed or interrupted by others in the performance of its services or be required to perform additional services as a result of any delay or interruption caused by others, the CONSULTANT shall be equitably compensated by the CLIENT for all costs, charges and expenses which it may incur as a result of such delay or interruption and any such additional services to be performed and any and all consequences resulting from such delay or interruption.

5. USE OF WORK PRODUCT - The CONSULTANT agrees to provide to the CLIENT interim reports outlining the progress of the investigation of the Site on a periodic basis and a final comprehensive report upon the completion of the investigation of the Site.

6. COMPLETE REPORT - This document being a part of the Report is of a summary nature and is not intended to stand alone without reference to the instructions given to the CONSULTANT by the CLIENT, communications between the CONSULTANT and the CLIENT, and to any other reports, writings or documents prepared by the CONSULTANT for the CLIENT relative to the specific Site described herein, all of which constitute the Report. Wherever the word "Report" is used herein, it shall refer to any and all of the documents referred to herein.

In order to properly understand the suggestions, recommendations and opinions expressed herein, reference must be made to the whole of the Report. The CONSULTANT cannot be responsible for use by any part of portions of the report without reference to the whole report.

7. LIMITATIONS ON SCOPE OF INVESTIGATION AND WARRANTY DISCLAIMER
There is no warranty, expressed or implied, by the CONSULTANT that:
a) The investigation shall uncover all potential contaminants, including asbestos, on the Site; or
b) The Site will be entirely free of all Targeted Contaminants or other contaminants as a result of any cleanup work undertaken on the Site, since it is not possible, even with exhaustive sampling, testing and analysis, to document all potential contaminants on the Site.

Classification and identification of soils, rocks, geological units, contaminated materials and contaminant quantities have been based on commonly accepted practices in environmental consulting practice in this area.

The CLIENT acknowledges that:

a) The investigation findings are based solely on the information generated as a result of the specific scope of the investigation authorized by the CLIENT;

b) any assessment regarding the presence of contamination of the Site is based on the interpretation of conditions determined at specific sampling locations and depths and that conditions may vary between sampling locations;

c) there can be no assurance that isolated pockets of contaminants are not located on the Site;

d) any assessment is also dependent on and limited by the accuracy of the analytical data generated by the sample analyses;

e) any assessment is also limited by the scientific possibility of determining the presence of contaminants for which scientific analyses have been conducted; and

f) the analytical parameters selected are limited to those outlined in the CLIENT's authorized scope of investigation (in the absence of any evidence of potential contamination sources on the Site, which may warrant expanding the analytical parameters).

8. REMEDIATION COST ESTIMATES - Estimates of remediation costs can only be based on the specific information generated and the technical limitations of the investigation authorized by the CLIENT. Accordingly, estimated costs for remediation only represent the cost to clean up known contaminants that have been identified during the course of the investigation. As remediation of a Site is often an iterative exercise, estimated costs for remediation should only be interpreted to cover the first stage of any Site remediation until such time as verification samples indicate that the Site has been fully remediated and the CONSULTANT shall therefore not be liable for the accuracy of any estimates of remediation costs provided.

9. CONTROL OF WORK AND JOBSITE SAFETY - The CONSULTANT is only responsible for the activities of its employees on the jobsite. The presence of CONSULTANT personnel on the Site shall not be construed in any way to relieve the CLIENT or any contractors on Site from their responsibilities for Site safety. The CLIENT undertakes to inform the CONSULTANT of all hazardous conditions, or possible hazardous conditions which are known to him. The CLIENT also recognizes that the activities of the CONSULTANT may uncover previously unknown hazardous materials and that such a discovery may result in the necessity to undertake emergency procedures to protect CONSULTANT employees as well as the public at large and the environment in general. The CLIENT also acknowledges that in some cases the discovery of hazardous conditions and materials will require that certain regulatory bodies be informed and the CLIENT agrees that notification to such bodies by the CONSULTANT will not be a cause of action or dispute.

10. LIMITATION OF RESPONSIBILITY

Limitation of Liability - The CLIENT hereby agrees that to the fullest extent permitted by the law the CONSULTANT's total liability to CLIENT for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in anyway relating to the Project, the Site, or this agreement from any cause or causes including but not limited to the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the amount agreed to under the project agreement between the AMEC Earth & Environmental and the CLIENT .

No Special or Consequential Damages - CLIENT and CONSULTANT agree that to the fullest extent permitted by law the CONSULTANT shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused by the CONSULTANT's negligence, errors omissions, strict liability, breach of contract, breach of warranty or other cause of causes whatsoever.

Indemnification - To the fullest extent permitted by law, the CLIENT agrees to defend, indemnify and hold the CONSULTANT, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages, and other liabilities arising out of or in any way related to CONSULTANT's reports or recommendations concerning this Agreement, CONSULTANT's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that the CLIENT shall not indemnify CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of CONSULTANT, its agents, subcontractors, or employees.



Photo 1: Exterior of Canoe Club building as viewed from east.

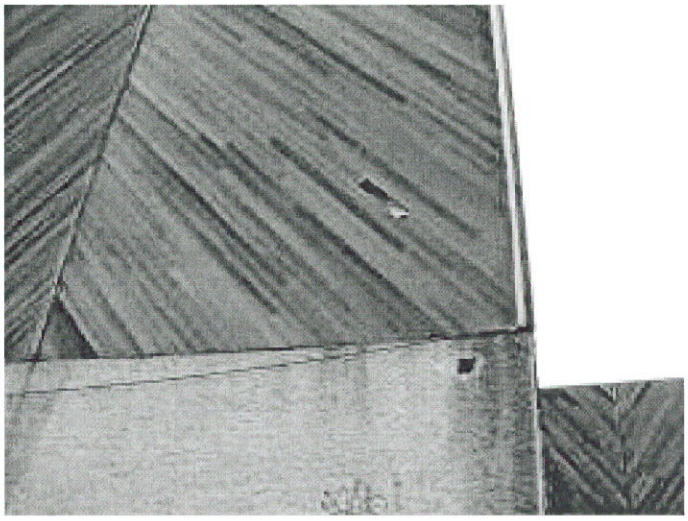


Photo 2: Typical exterior damage to wood siding and stucco finishes. (NW corner of building).

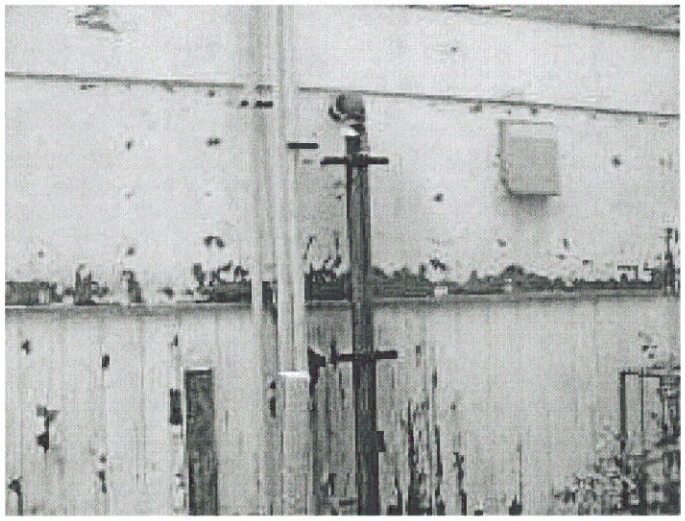


Photo 3: Blocked water drain from sump along east wall of building. Possible source of water infiltration.

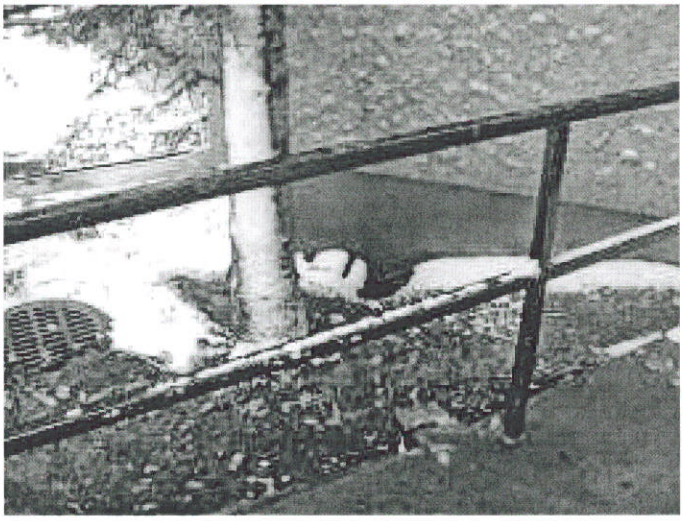


Photo 4: Partial concrete wall undermined exposing basement levels. Source of historic water infiltration and flooding in basement.

amec Earth & Environmental A Division of AMEC Americas Limited		**SITE PHOTOGRAPHS TAKEN DURING SITE OBSERVATIONS ON 6 OCT 05 CANOE CLUB BUILDING 50 DUNKIRK DRIVE, WINNIPEG, MANITOBA**		
CALEB CONSTRUCTION LTD.				
Drawn: N/A	Scale: N/A	Date: OCT/05	Project No.: WX15185	Figure: 1

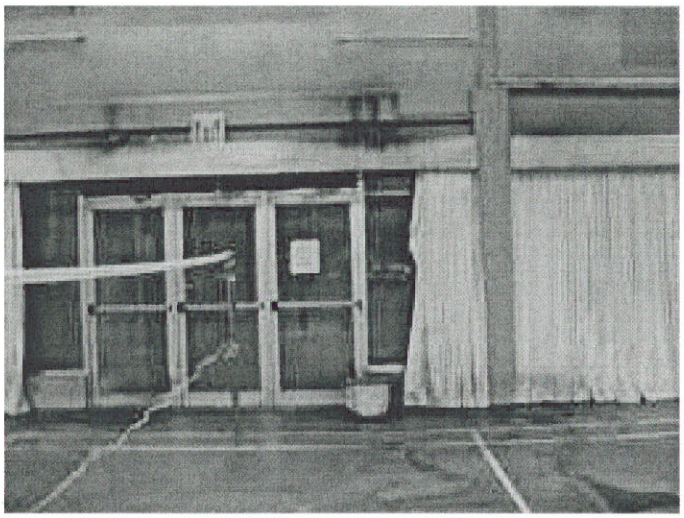


Photo 5: Result of severe water infiltration due to roof leak at west end of badminton court. Walls, flooring, subfloor, roof deck visibly affected.

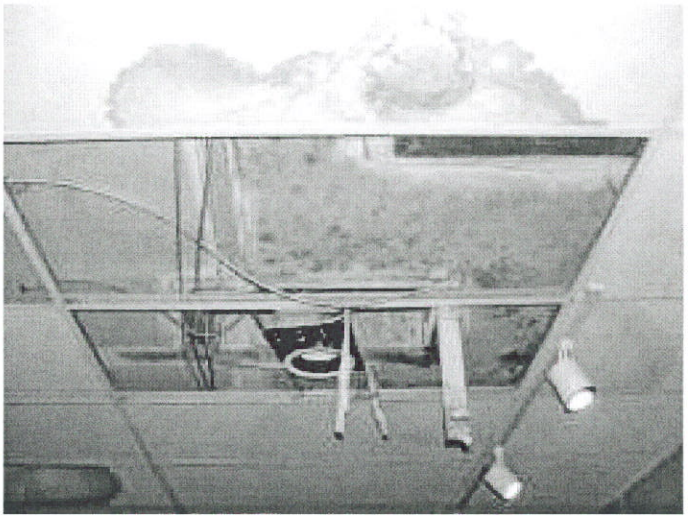


Photo 5: Visibly water damaged ceiling tile (lower ceiling) and wallboard (upper ceiling). Note visible black mould growth on wallboard.

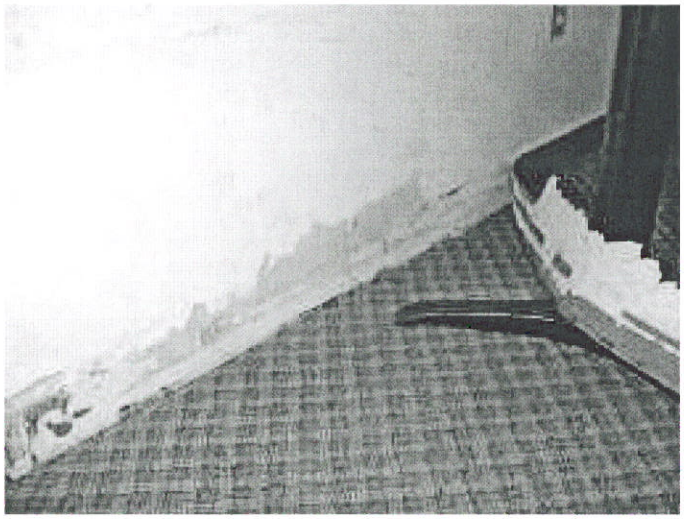


Photo 7: Visible black mould growth along base of wallboard wall in a non-water damaged area of basement. Indicates non-flooded areas affected by high moisture levels in building.



Photo 8: Visible mould growth on furnishings in basement indicating non-flooded areas affected by high moisture levels in building.

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SITE PHOTOGRAPHS
TAKEN DURING SITE OBSERVATIONS ON 6 OCT 05
CANOE CLUB BUILDING
50 DUNKIRK DRIVE, WINNIPEG, MANITOBA

Drawn: N/A	Scale: N/A	Date: OCT/05	Project No.: WX15185	Figure: 2

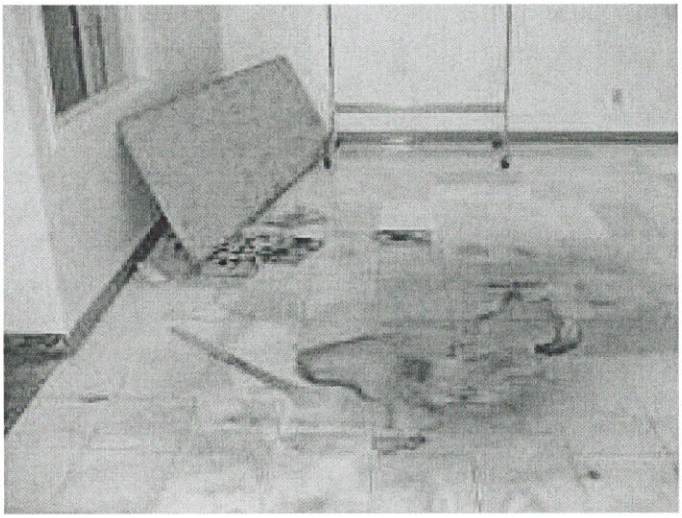


Photo 9: Water damaged area in classroom area at NW corner of basement. Note visible mould growth on ceiling tiles located on floor.



Photo 10: Water damaged area in main hall of basement due to roof leak from main level. Note visible mould along wall and carpet.

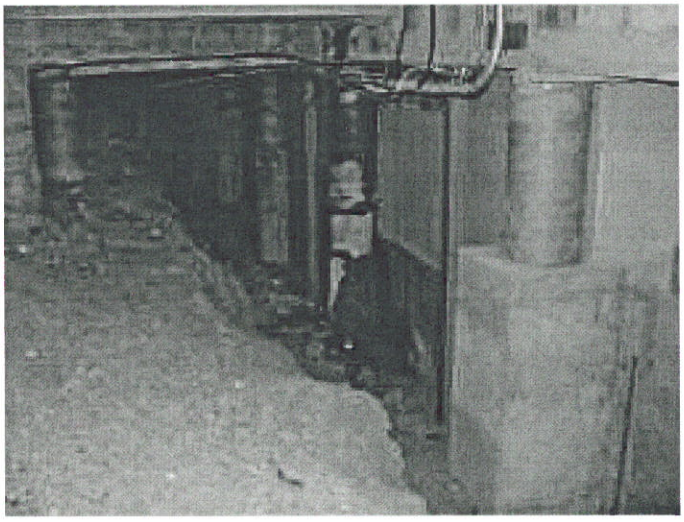


Photo 11: Basement storage room showing earth wall construction. Area shown is located near where foundation is undermined. Soil was wet at this location.

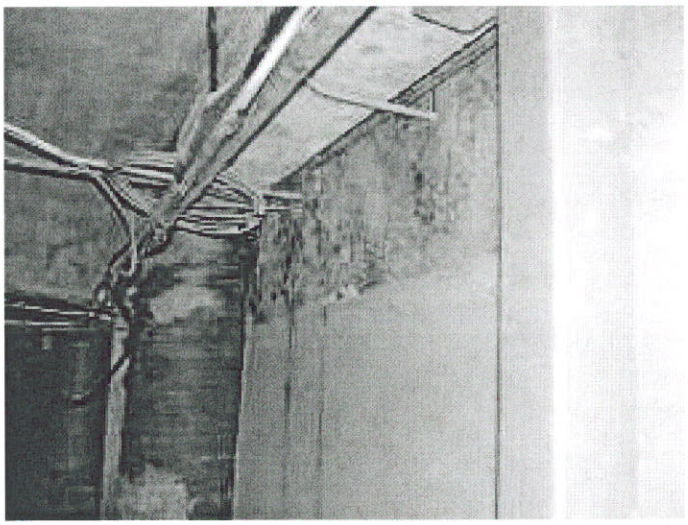


Photo 12: Wallboard wall adjacent to earth wall in basement. Note water damage on column due to roof leak and visible mould growth.

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CALEB CONSTRUCTION LTD.				
Drawn: N/A	Scale: N/A	Date: OCT/05	Project No.: WX15185	Figure: 3

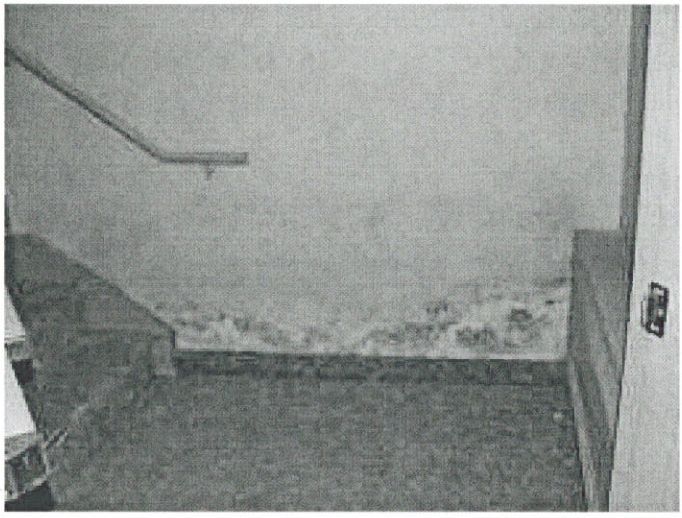


Photo 13: Visible mould growth on wallboard at base of basement stairs.

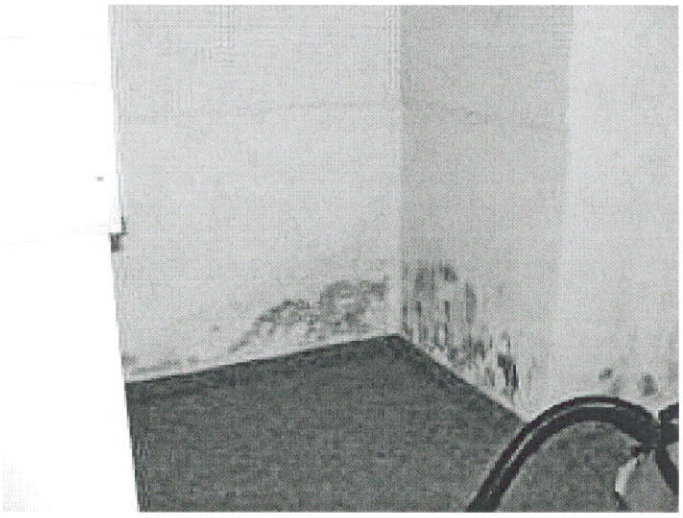


Photo 14: Visible mould growth on wallboard in basement office area.

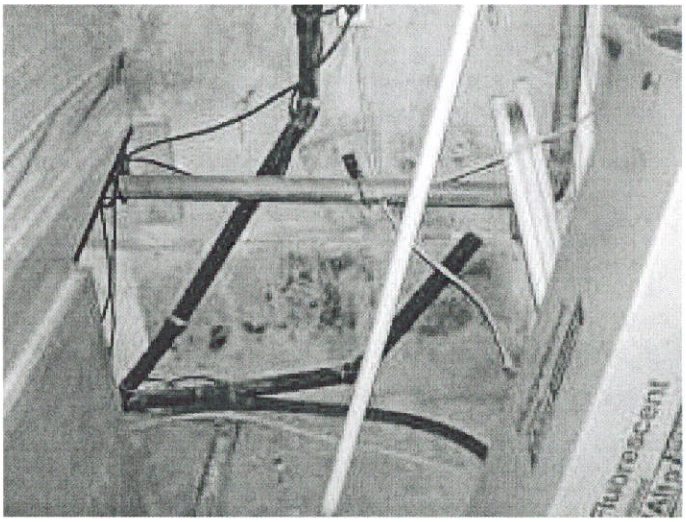


Photo 15: Visible mould growth on wallboard in sub-basement furnace room.

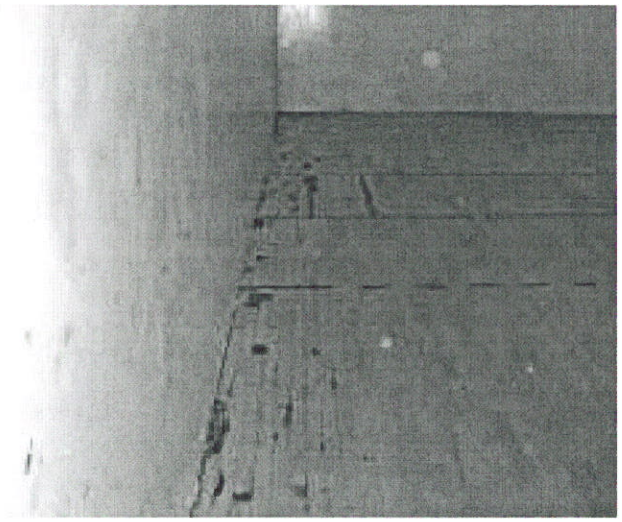


Photo 16: Visible mould growth and wet boards in sub-basement racquetball court. Visible mould was also observed on surface of cement walls in this area.

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SITE PHOTOGRAPHS
TAKEN DURING SITE OBSERVATIONS ON 6 OCT 05
CANOE CLUB BUILDING
50 DUNKIRK DRIVE, WINNIPEG, MANITOBA

Drawn: N/A	Scale: N/A	Date: OCT/05	Project No.: WX15185	Figure: 4

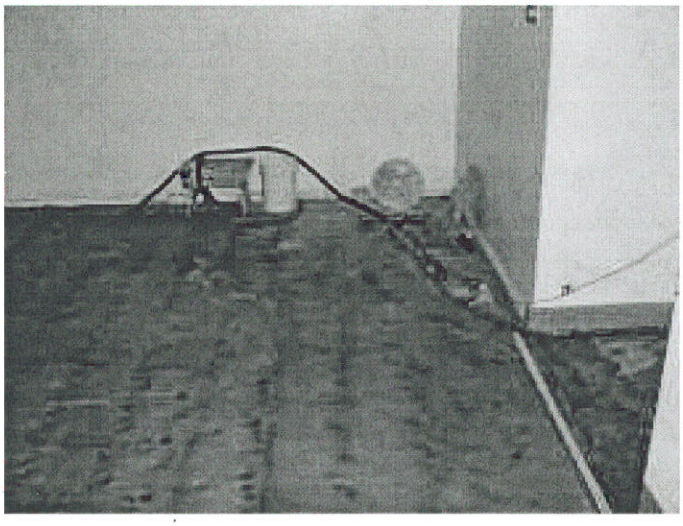


Photo 17: Wet wood subfloor in sub-basement near sump pit. Adjacent hardwood floor was severely damaged and carpets were heavily water stained.

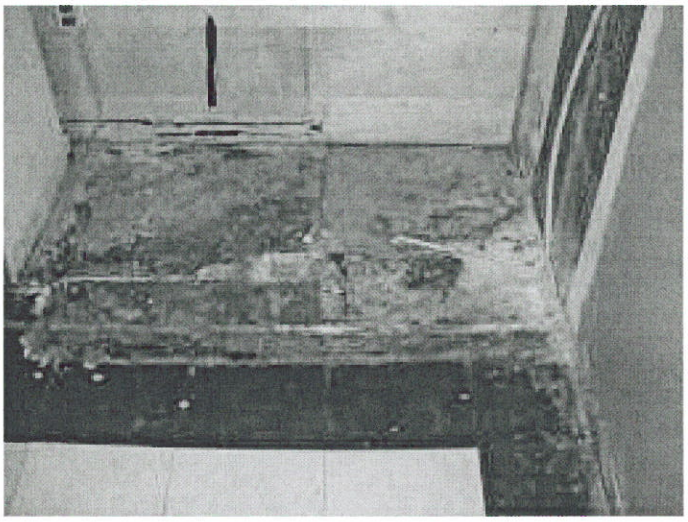


Photo 18: Multiple layers of suspect vinyl asbestos floor tile and roll flooring in main floor lounge area.

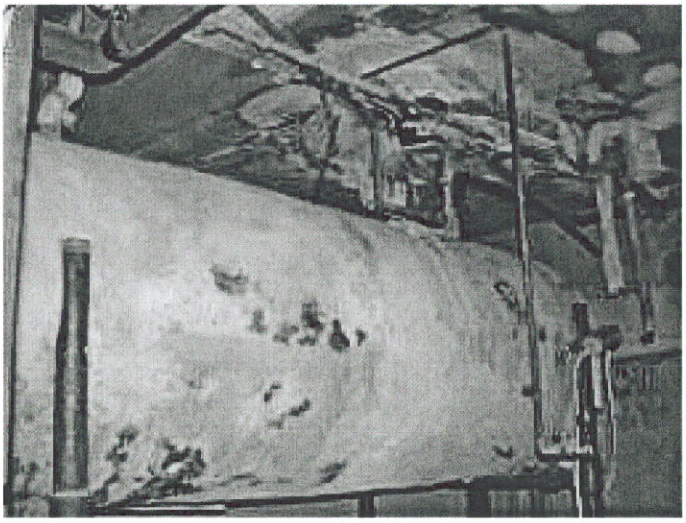


Photo 19: Exposed suspect asbestos containing mechanical insulation in steam mechanical room. Note water damaged ceiling and mould growth.

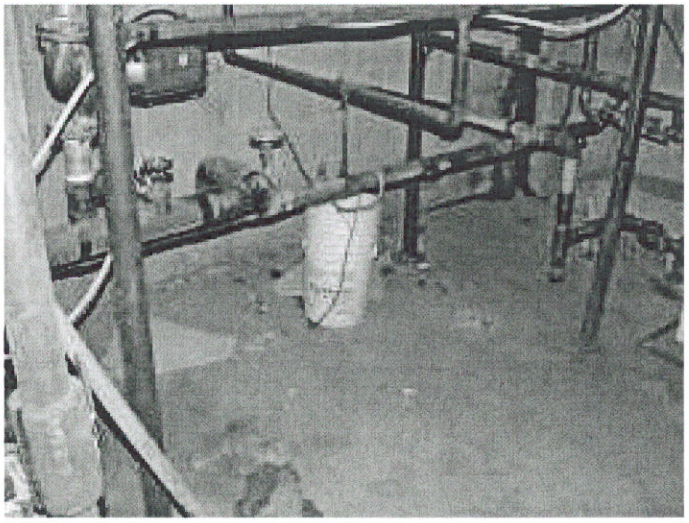


Photo 20: Suspect asbestos debris present on floor of steam mechanical room.

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SITE PHOTOGRAPHS
TAKEN DURING SITE OBSERVATIONS ON 6 OCT 05
CANOE CLUB BUILDING
50 DUNKIRK DRIVE, WINNIPEG, MANITOBA

Drawn: N/A	Scale: N/A	Date: OCT/05	Project No.: WX15185	Figure: 5

Bering Commercial
Real Estate Inc.

Wednesday, October 05, 2005

Mr. Darrell Remai
President & C.E.O.
Caleb Group of Companies
#200-321A 21st Street East
Saskatoon, Saskatchewan
S7K 0C1

Re: Proposed Redevelopment of the Lands Located at 50 & 56 Dunkirk Drive, Winnipeg

Dear Mr. Remai:

I would like to express my support for the proposed seniors' independent living residence development of 50 & 56 Dunkirk Drive by the Caleb Group of Companies.

Your proposed independent living residence offers our city the long term benefits of increased employment opportunities, property tax collection and available accommodation for our senior citizens.

Further, a building possessing the superior construction quality and excellent design features of a Caleb independent living residence will represent a dramatic improvement in the aesthetic value of this property.

On behalf of Bering Commercial Real Estate Inc., I enthusiastically offer my support for your proposed development. I wish you every success in completing this beneficial project.

Yours truly,

Clinton Sahulka

Clinton Sahulka
President
Bering Commercial Real Estate Inc.

594 Glenway Avenue
Winnipeg, MB R2G 2T8
t: 204.**295.0812**
f: 204.668.1689

Canoe Club, Winnipeg								
Phone Enquiries								
Where did you hear of us?	Date	First Name	Last Name	Street Address	City	Prov	Postal Code	Phone #
		Asked that name not be used			Winnipeg	MB		
		M.	McMurray	951 DOWKER AVE	Winnipeg	MB	R3T 1R7	204-452-8309
	May	Peter & June	Baynton	193 F Beliveau Rd	Winnipeg	MB	R2M 1Y5	204-254-0974
		Asked that name not be used			Winnipeg	MB		
Web-site	3-May	Asked that name not be used			Winnipeg	MB		
	May	Bill & Joan	Bouttel	32 West Fernwood Ave	Winnipeg	MB	R2M 1W6	204-255-9558
INFORMATION SESSION		E. & L.	BUTTERFIELD	109 - 70 DUNKIRK DR	WINNIPEG	MB	R2M 5R4	204-233-6363
INFORMATION SESSION		V	BUTTERWORTH	41 CYPRESS BAY	WINNIPEG	MB	R2J 1Z7	204253-4865
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
mail-out	20-May	Asked that name not be used			Winnipeg	MB		
		Asked that name not be used						
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
	May	Asked that name not be used			Winnipeg	MB		
	30-May	Asked that name not be used			Winnipeg	MB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
Friend through church		Asked that name not be used			Winnipeg	MB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
newspaper	17-May	Asked that name not be used			Winnipeg	MB		
	May	Asked that name not be used			Winnipeg	MB		
		IDA	LEMOINE	404-291 GOULET STREET	Winnipeg	MB	R2H 0S4	204-233-7956
INFORMATION SESSION		GLEN	LODHA	158 NEWCOMBE CRESCENT	WINNIPEG	MB	R2J 3T6	204-256-9885
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
INFORMATION SESSION		SHIRLEY	MCDOWELL	92 BARRINGTON AVE	WINNIPEG	MB	R2M 2A7	204-257-4068
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
	May	Sheila	Mochoruk	54 St. Vital Rd.	Winnipeg	MB	R2M 1Z3	204-253-4517
newspaper	12-May	Asked that name not be used			Winnipeg	MB		
		Asked that name not be used			Calgary	AB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
		Asked that name not be used			Winnipeg	MB		
		Asked that name not be used			Winnipeg	MB		
	12-May	Andre	Thibeault	12 Easy Street	Winnipeg	MB	R2N 3B4	204-254-0507
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		
		Asked that name not be used			Winnipeg	MB		
	25-May	Doris	Walton	C/O Betty Lear, 7-134 Southbridge Dr	Winnipeg	MB	R2J 4EI	204-255-3614
INFORMATION SESSION		Asked that name not be used			WINNIPEG	MB		



A PROPOSAL TO DEVELOP THE CANOE CLUB LANDS AT 50 DUNKIRK DRIVE

CALEB
GROUP

www.calebgroup.ca

About the Developers

Caleb Group

Caleb Group is a trusted name in property development and management. We specialize in the design, development, construction and management of independent seniors rental communities, and manage over 800 units in Edmonton, Saskatoon, Regina, Moose Jaw, Yorkton and Swift Current.

Caleb Construction Ltd. is responsible for the design, development and construction of our residential and commercial properties. Our hands-on involvement through the entire process ensures that quality is built into all of our communities.

Caleb Management Ltd. is responsible for the day-to-day management of our retirement communities across Western Canada. We are also approved by Canada Mortgage and Housing Corporation as a qualified manager of seniors rental housing.

Faith is at the foundation of Caleb Group. In fact, the name of our company was inspired by a story in the Bible that honours the spirit and dedication of Caleb. Caleb built a home for people based on faith and diligence and at Caleb Group, we do the same. While Christian values are an important aspect of our company, we are not a religious organization and we welcome all people.

Our values, combined with extensive experience, enable us to create a comfortable, secure atmosphere in which seniors may enjoy an active and independent lifestyle. We focus on building and maintaining strong relationships, and weaving integrity into each of our projects.

Our Vision:
To be a dynamic group of individuals who motivate, inspire and encourage others to discover and fulfill their life purpose.

Our Mission:
To establish Caleb Group as a trustworthy developer, while striving to have a positive impact on people.

Our Core Values:

Integrity - We will do what we say we will do…you can count on us.
Excellence - We are committed to continuous improvement.
Humour - We work hard…and have fun.
Balance - We promote a healthy balance between work and home.

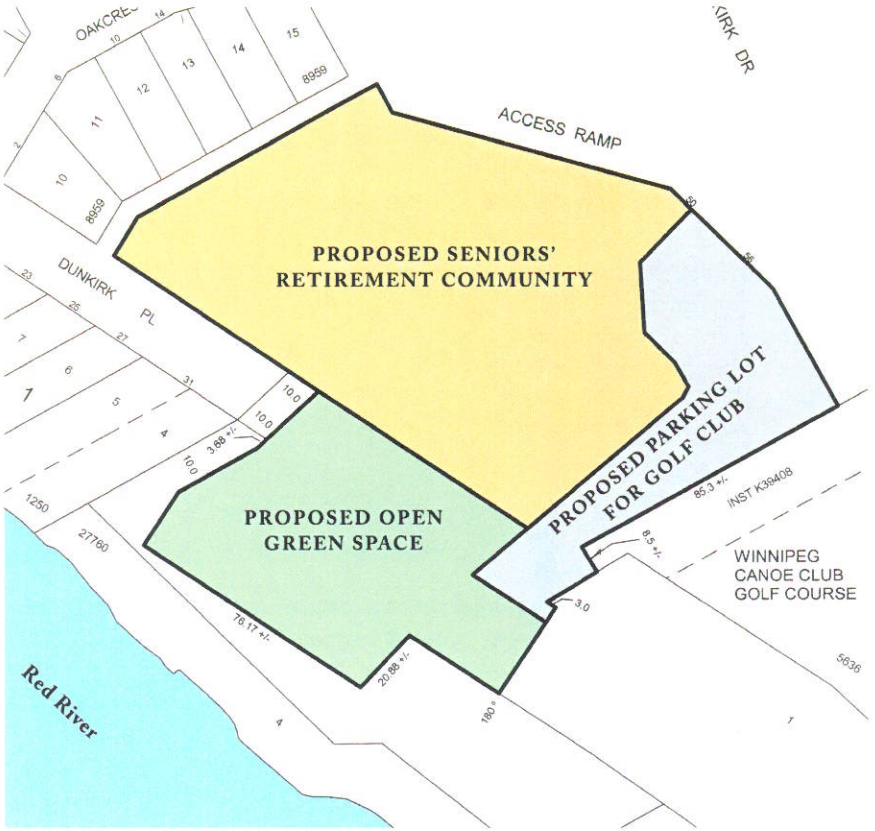
About the Project

Project Overview

Caleb Group has purchased (subject to conditions) from the City of Winnipeg, the lands known as the Canoe Club Property at 50 Dunkirk Drive in Winnipeg, Manitoba.

We have proposed to the City of Winnipeg that the property be sub-divided into three parcels to accommodate the following developments:

- Public open green space along the Red River
- Paved parking lot for the Canoe Club Golf Course patrons
- An upscale 120-unit seniors retirement facility



CALEB MANOR

at ST. VITAL

All-inclusive Seniors Rental Community

Seniors Retirement Community

Caleb Group's vision for the Canoe Club Lands is to build an upscale, 120-unit retirement community. The four-storey, Georgian style architecture would be nestled in lushly landscaped grounds. The elegant building would have a variety of studio, one- and two-bedroom suites ranging in size from approximately 360 square feet to 1,200 square feet. The building area would be approximately 29,000 square feet per floor.

The proposed facility would be designed to provide seniors a vibrant community where they can enjoy retirement while maintaining their independence. Prospective residents would range in age from 65 years young, and up.



The project would be designed to be as far away as reasonably possible from neighboring properties, and away from the floodway fringe area. The entrance/northbound exit off Dunkirk Drive would remain in its current location and an easement would be constructed through the proposed parking lot for unrestricted access to the golf course and adjacent condominiums.

An independent, detailed traffic analysis was conducted and concluded that the development would have minimal impact on the street traffic network surrounding the property.

If approved, the development would take approximately 15 to 18 months to complete.

Services for Residents:

- 3 delicious, nutritious meals a day
- Weekly housekeeping service
- Weekly linen and towel service
- 24-hour snack bar/coffee room
- 24-hour staff
- 24-hour emergency response pendant
- On-site mail delivery
- On-site activities director
- Elegant dining room
- Complimentary transportation to scheduled appointments

Community Amenities:

- Auditorium
- Complimentary laundry facilities
- Craft area
- Library
- Fitness area
- Games and recreation area
- Proximity to community services (medical, shopping, churches)
- Beauty salon/barbershop
- Swimming pool
- Hot tub

Building Features:

- Individual climate-controlled suites
- Heat and smoke detectors
- Fire sprinkler system throughout
- Safety bars/slip resistant floors
- Wheelchair accessible
- Landscaped grounds
- Two elevators

QUICK FACTS

- Caleb Group will develop and manage the upscale seniors community. As project developer and property manager, Caleb views our involvement in this project as a long term investment and commitment to the St. Vital neighbourhood.
- Residents will likely range in age from 65 years young and up. Persons requiring assistance with some of the basic necessities of life such as personal hygiene, feeding, grooming and medication management will be welcome in this community; however, they will be responsible to arrange for their own health care.
- Window coverings will be included with each residence ensuring continuity on the exterior appearance.
- The park-like grounds will be professionally landscaped with a walking path. The exterior will be well lit and a water feature will be a focal point of the development.
- Service vehicles (delivery trucks, garbage removal, etc.) will only have access to the east side of the building.
- There will be minimal additional vehicle traffic.
- The building will not be constructed in the floodway fringe area.
- The entrance/northbound exit approach off Dunkirk Drive will remain in its current location. An easement will be created through the proposed parking lot to ensure unrestricted vehicular access to the golf course and adjacent condominiums. There will be no vehicle access to the property off of Dunkirk Place.
- The proposed project will take approximately 15 to 18 months to construct.
- This community will accommodate the needs and desires of seniors by providing:
  - *Greater safety and security than is provided in self-contained conventional walk-up apartment blocks and residential dwellings.*
  - *Greater flexibility in the level of privacy, independence and convenience.*
  - *Beautiful surroundings and delicious chef prepared meals.*
  - *Social interaction and planned recreational activities that add to quality of life.*

Site Plan (showing landscaping)





For further project details visit www.calebgroup.ca
or call toll-free at 1-866-352-2532.

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Caleb Group is a trusted name in property development and management. We specialize in the design, construction and management of seniors rental communities across Western Canada

Caleb Group's vision for the beautiful Canoe Club Lands is to build an upscale, all-inclusive 120-unit independent living retirement community.

Caleb Group is also proposing to constuct a paved parking lot for golf course patrons, and provide for open green space along the Red River.

For further project details visit **www.calebgroup.ca** or call toll-free at **1-866-352-2532**.

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CALEB GROUP IS PROPOSING TO DEVELOP

THE CANOE CLUB LANDS *AT* 50 DUNKIRK DRIVE

(...and we'd like to share our plans with you.)

We extend to you an invitation to attend an ***Open House****, meet members of the Caleb Team and learn more about the proposed development. City of Winnipeg representatives will also be present.*

INFORMATIONAL OPEN HOUSE

Purpose: To share Caleb Group's vision for the Canoe Club Lands at 50 Dunkirk Drive.

Date: Wednesday, May 18, 2005

Times: 2 PM until 4:30 PM
A formal presentation will begin at 7 PM

Location: St. Mary's United Church,
613 St. Mary's Road