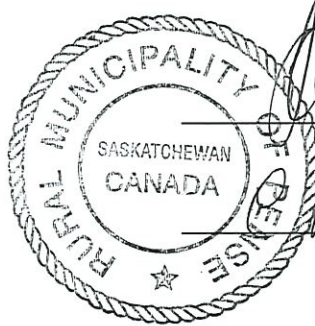


BYLAW NO. 09.5-2010

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
TO ALLOW PERIODIC MAINTENANCE OF MUNICIPAL ROADS
BY H.C.L. CONSTRUCTION LTD.

The council of the Rural Municipality of Pense No. 160, in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Pense No. 160 is hereby authorized to enter into an agreement with H.C.L. Construction Ltd., the terms of which are attached hereto and marked Exhibit "A".
2. The Reeve and Administrator of the Rural Municipality of Pense No. 160 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.



Reeve

Administrator

Certified a true copy of
Bylaw No. 09.5-2010 adopted
by the Council of the
Rural Municipality of
Pense No. 160 on the 10th
day of November, 2010.



Exhibit "A"

To Bylaw No. 09.5-2010

This agreement made in duplicate this 10th day of November, 2010
between:

The Rural Municipality of Pense No. 160, a municipal corporation continued pursuant to the provisions of *The Municipalities Act*, S.S., 2005 c. M-36.1 as amended ("the Act"), having its office at Pense, Saskatchewan ("the R.M."); and

H.C.L. Construction Ltd., having an office at Moose Jaw, Saskatchewan;

Whereas pursuant to Section 12 of the Act, certain roads within the R.M. are under the management, direction and control of the R.M. ("municipal roads");

And whereas, by virtue of Section 343 of the Act, the R.M. is obliged to keep the said municipal roads in a reasonable state of repair;

And whereas H.C.L. Construction Ltd. operates a custom heavy hauling business and, as a result, has need to make use of the said municipal roads;

And whereas H.C.L. Construction Ltd. finds it expedient to periodically maintain certain municipal roads, in advance of when the said roads would otherwise be maintained by the R.M.;

And whereas the R.M. is prepared to allow H.C.L. Construction Ltd. to periodically maintain certain municipal roads, on the terms and conditions hereinafter set forth;

Now therefore, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. H.C.L. Construction Ltd. shall be permitted to periodically maintain municipal roads.
2. When maintaining any such roads, H.C.L. Construction Ltd. shall abide by all municipal, provincial and federal rules respecting the operation of road maintenance equipment.
3. H.C.L. Construction Ltd. shall be entitled to employ contractors to carry out the work, however as between the parties hereto H.C.L. Construction Ltd. shall be responsible for the performance of all covenants under this agreement.

4. H.C.L. Construction Ltd. specifically agrees that it will indemnify and save harmless the R.M. of and from any and all actions, suits, claims and demands which may be brought against the R.M., its officers or employees, arising out of (i) the actual road maintenance operations carried out by H.C.L. Construction Ltd. or contractors on its behalf or (ii) the state of repair of the municipal roads as a result of the work done by H.C.L. Construction Ltd. or contractors on its behalf.

5. H.C.L. Construction Ltd. and/or its contractors agree to maintain a comprehensive general liability policy of insurance with limits of not less than \$2,000,000 per occurrence and to furnish proof of the same if and when requested to do so by the R.M.

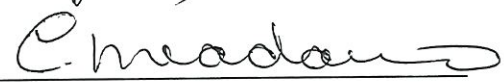
In witness whereof the parties have hereunto affixed their respective corporate seals duly attested by the hands of their respective proper officers in that behalf on the day and year first above written.

R.M. of Pense No. 160





 Reeve



 Administrator

H.C.L. Construction Ltd.





 Per D. CRAIG LEWIS

 Per

Certified a true copy of Exhibit "A"
 of Bylaw No. 09/2010 adopted by the
 Council of the Rural Municipality of
 Pense No. 160 on the 04th day of
November, 2010.



