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Kenneth F. Lind
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February 12, 2014

State of Colorado
Colorado Water Conservation Board
Department of Natural Resources
1580 Logan Street, Suite 600
Denver, CO 80203

Re: The North Poudre Irrigation Company and
Colorado Water Conservation Board
Loan Contract C150378 (Reservoir #4 Rehabilitation)

Ladies & Gentlemen:

Pursuant to that certain Loan Contract, Contract No. C150378 dated November 25, 2013 in the amount of \$1,636,200.00, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("State") and The North Poudre Irrigation Company as the Borrower ("NPIC"), we hereby provide to the State our opinion as follows:

- (1) NPIC is a Colorado non-profit corporation in good standing;
- (2) The above referenced Loan Contract and Appendix documents have been duly executed on behalf of NPIC by Nels Nelson as President and Sharon Seaworth as Office Manager and Corporate Secretary;
- (3) That the said President, Nels Nelson and Corporate Secretary, Sharon Seaworth were duly elected at a properly called and held Meeting of the Shareholders and Board of Directors of NPIC and they do have the authority to execute the Loan Contract and to bind NPIC;
- (4) Attached to the Loan Contract as Appendix 3a and 3b are original Resolutions of the Board of Directors and Shareholders of NPIC which said Resolutions approve the Loan Contract and attached Appendix documents including the authorization for the corporate officers to sign said Loan Contract and other necessary

documents on behalf of NPIC;

- (5) That neither the Articles of Incorporation, By-laws, Rules and Regulations, or state or local laws prevent NPIC and its duly elected or appointed directors and officers from entering into and signing the Loan Contract and Appendix documents; and
- (6) The Loan Contract and Appendix documents will be valid and binding against NPIC if the Colorado Water Conservation Board accepts and executes said Loan Contract.

For this opinion we have been provided the documents listed on Exhibit "A". Our opinion is solely based upon these documents and we have not made any independent investigation or review. Our liability for this opinion letter is limited to the amount of attorney fees paid for this opinion by NPIC.

Very truly yours,

LIND & OTTENHOFF, LLP

Kenneth F. Lind

KFL/sr

Enclosure

EXHIBIT “A”

Loan Contract No. C150378 dated November 25, 2013

Appendix 1: Project Summary for Contract No. C150378

Appendix 2: Promissory Note dated November 25, 2013 in the principal amount of \$1,636,200.00

Appendix 3a: Resolutions of the Shareholders of the North Poudre Irrigation Company dated February 3, 2014

Appendix 3b: Resolutions of the Board of Directors of the North Poudre Irrigation Company dated February 5, 2014

Appendix 4: Security Agreement for Loan Contract No. C150378 dated November 25, 2013

Appendix 5: Deed of Trust dated November 5, 2013 as to Loan Contract No. C150378

Articles of Incorporation, By-laws, and Rules and Regulations of the North Poudre Irrigation Company.