

December 19, 2019

Colorado Water Conservation Board
Attn: Finance Section
1313 Sherman Street, Room 718
Denver, Colorado 80203

Re: Dominion Water & Sanitation District
Loan Contract Number CM 148446/CT 2020-3122

Dear Sir or Madam:

We have acted as special bond counsel for Dominion Water & Sanitation District (the “**District**”) in connection with the incurrence of a loan (the “**Loan**”) from the Colorado Water Conservation Board (the “**Lender**”) in the principal amount of \$4,191,989.85. All of the capitalized terms used herein and not defined shall have the same meaning as set forth in the Loan Resolution (defined below).

We have examined the following: (i) the Intergovernmental Loan Contract by and between the District and the Lender with an effective dated (the “**Effective Date**”) as of the date signed by the Colorado State Controller (the “**Loan Contract**”); (ii) the Collateral Agreement dated as of the Effective Date (the “**Collateral Agreement**”); (iii) the Certified Record of Proceedings adopted by the Board of Directors of the District on December 17, 2019, authorizing the incurrence of the Loan (“**Loan Resolution**”); (iv) the Promissory Note of the District for the benefit of the Lender dated as of the Effective Date (the “**Note**”); and (v) the Partial Lien Release Letter dated as of the Effective Date. All of the documents listed in (i) through (v) are referred to herein as the “**Financing Documents**.”

In basing certain matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the District in matters with respect to which we have been engaged by the District as special bond counsel, no information has come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the foregoing documents, certificates, and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or verification of such matters.

We have assumed the genuineness of all signatures other than the signatures of the District, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies, the legal capacity, authority and representations made to us by all natural persons, and as to documents executed by entities other than the District, we have assumed that each such entity had the power to enter into and perform its obligations under such documents, and that such documents have been duly authorized, executed, and delivered by, and are binding upon and

enforceable against such entities. For purposes of this opinion, we have assumed that the Financing Documents are valid, binding and enforceable obligations of the other parties thereto and that no defaults have occurred or are continuing thereunder.

Based upon the foregoing and in reliance on the opinion of McGeady Becher P.C. addressed to us and dated as of the date hereof, it is our opinion, as of the date hereof and under existing law, that:

1. The District is a special district, duly organized and existing under the laws of the State of Colorado, and is a quasi-municipal corporation and a political subdivision of the State of Colorado.

2. The members of the Board of Directors and officers of the District identified in the Loan Resolution have been duly elected or appointed and, based on the representations by the individual Board members, are qualified to serve as such.

3. The Financing Documents have been duly executed and delivered on behalf of the District, and are enforceable against the District in accordance with their respective terms. The execution and delivery of the Financing Documents by the District, and the performance by the District of its obligations thereunder, will not conflict with or result in a violation of any law, order, rule, writ, regulation, or any judgment, injunction or decree, or material agreement, indenture, mortgage, lease or instrument to which the District is a party or by which the District or its properties are bound, the breach of which would have a materially adverse effect on the District, the Note, or the Financing Documents.

4. To the best of our knowledge, no additional or further approval, consent, or authorization of any governmental or public agency or authority not already obtained is required by the District in order to enter into and perform the obligations of the District under the Financing Documents.

5. The Loan Resolution has been duly adopted by the District and complies in all material respects with the procedural rules of the District and the requirements of Colorado law and remains in full force and effect on the date hereof.

6. Section 32-1-1001 of the Colorado Revised Statutes provides that the District has the power to “acquire, dispose of, and *encumber* real and personal property . . . “ Based on the foregoing, we conclude that the District has the power to enter into the Collateral Agreement and there is no prohibition contained in Title 32 of the Colorado Revised Statutes that prohibits the District from execution of the Collateral Agreement.

Notwithstanding any opinion or belief otherwise expressed herein by us, we express no opinion with respect to the financial condition of the District.

This opinion is issued as of the date hereof, and we assume no obligation to: (i) monitor or advise you or any other person of any change in the foregoing subsequent to the delivery hereof; or (ii) update, revise, supplement, or withdraw this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law, regulation, or governmental agency

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guidance, or interpretation of any of the foregoing, that may hereafter occur, or for any reason, whatsoever.

The Firm's only client in the transaction to which this opinion relates is the District. The inclusion of the Colorado Water Conservation Board to this opinion shall not establish an attorney-client relationship between such addressee and the Firm.

This opinion is rendered only to the addressee listed above and may not be relied upon for any other purpose. This opinion is not to be distributed, except within the closing book, and is not to be relied upon by any other person, firm, or corporation for any purpose, without our prior written consent. This opinion is not a guarantee of any result.

Very truly yours,

A handwritten signature in blue ink that reads "Greenberg Traurig, LLP". The signature is written in a cursive, flowing style.