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August 26, 2020

Colorado Water Conservation Board  
1313 Sherman Street, Room 718  
Denver, CO 80203

Re: Loan Contract Amendment No. 1 CT2019-366  
Loan from Colorado Water Conservation Board to  
Pueblo Conservancy District

Ladies and Gentlemen:

We are attorneys admitted to practice in the State of Colorado and we have acted as bond counsel to PUEBLO CONSERVANCY DISTRICT (the "Conservancy District"), which has entered into an Loan Contract Amendment No. 1 (as hereinafter defined) with the COLORADO WATER CONSERVATION BOARD (the "CWCB"), and have acted as such in connection with the authorization, execution and delivery by the Conservancy District of its Loan Contract Amendment No. 1 (as hereinafter defined).

We previously served as bond counsel for the Conservancy District in connection with financing from the CWCB Loan Contract CT2019-366 dated as of August 15, 2018 and provided our opinion to CWCB dated September 5, 2018.

In acting as bond counsel with regard to the Loan Contract Amendment No. 1 we have examined the Constitution and laws of the State of Colorado and proceedings relating to organization of the Conservancy District. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- (a) Loan Contract Amendment No. 1 CT2019-366 dated as of August 26, 2020 (the "Amended Loan Contract") by and between CWCB and the Conservancy District;
- (b) the proceedings of the governing body of the Conservancy District relating to the approval of the Amended Loan Contract and the execution, issuance, and delivery thereof on behalf of the Conservancy District;
- (c) Appendix A, Amendment No. 1 to Loan Contract CT2019-366, Amendment to Promissory Note and Appendix B, Amendment No. 1 to Loan Contract CT2019-366 Amendment to Security Agreement, dated as of August 26, 2020 (the "Amendment

to Promissory Note" and "Amendment to Security Agreement) issued by the Conservancy District to the CWCB to evidence the Loan(as defined in the Amended Loan Contract);

(d) the proceedings of the governing body of the Conservancy District relating to the issuance of the Amendment to Promissory Note and Amendment to Security Agreement and the execution, issuance and delivery thereof to the CWCB (the Loan Contract Amendment No. 1, the Amendment to Promissory Note and Amendment to Security Agreement are referred to herein collectively as the " Amended Loan Documents");

(e) all outstanding instruments relating to the bonds, notes, or other indebtedness of or relating to the Conservancy District.

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

(1) The Conservancy District is a "Conservancy District" within the meaning of the enabling legislation and is a Conservancy District of the State of Colorado with the full legal right and authority to execute the Amended Loan Documents. The governing body of the Conservancy District is its Board of Directors who have been duly appointed by the City of Pueblo and County of Pueblo.

(2) The Conservancy District has the full legal right and authority to carry on the business of the Conservancy District as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Conservancy District's governing body authorizing the Conservancy District to undertake and complete the Project were duly and lawfully adopted and approved by Pueblo Conservancy District Resolution adopted pursuant to applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Conservancy District's governing body approving the Amended Loan Documents and authorizing their execution, issuance and delivery on behalf of the Conservancy District have been duly and lawfully adopted and approved by Pueblo Conservancy District Resolution, adopted pursuant to applicable Colorado law, at meetings duly called pursuant to necessary public notice and

August 26, 2020

held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

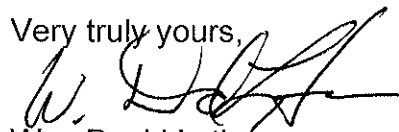
(5) To the best of our knowledge, after such investigation as we have deemed appropriate, the authorization, execution and delivery of the Amended Loan Documents by the Conservancy District, the observation and performance by the Conservancy District of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Conservancy District or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Conservancy District is a party or by which it, or its property or assets is bound.

(6) To the best of our knowledge, after such investigation as we have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Conservancy District in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which we expect the Conservancy District to receive in the ordinary course of business, have been obtained or made.

(7) The Amended Loan Documents have been executed by the duly authorized officers of the Conservancy District and are valid and binding obligations of the Conservancy District, subject to final approval by CWCB, subject only to the provisions of Federal Law and the laws of the State of Colorado relating to bankruptcy, debtor and creditor transactions and the police powers.

This opinion is rendered based on Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,



Wm. David Lytle

For the Firm

WDL/ky