

January 12, 2021

Colorado Water Conservation Board

Re: Loan Contract CWCB CMS: 164699 CORE: CT-2021-3110

Dear CWCB Representative:

This letter shall constitute the opinion of the undersigned counsel for the City of Grand Junction that:

- The Contract has been duly executed by officers of the Borrower who are duly elected or appointed and are authorized to execute the Contract and to bind the Borrower; and
- The resolutions of the Borrower authorizing the execution and delivery of the Contract were duly adopted by the governing bodies of the Borrower; and
- There are no provisions in the Colorado Constitution or any other applicable state or local law prevents this Contract from binding the Borrower; and
- The Contract will be valid and binding against the Borrower if entered into by the CWCB subject to typical limitations related to bankruptcy, police power, and creditor's rights generally; and
- The Borrower was formed and is operated as a water activity enterprise pursuant to the provisions of C.R.S. 37-45.1-101 and is a government-owned business authorized to issue its own revenue bonds and receiving fewer than 10% of annual revenue in grants from all Colorado state and local governments combined within the meaning of Article X, Section 20 of the Colorado Constitution; and
- Based upon the parity certificate, the Water Activity Enterprise revenues, as reflected in the Water Enterprise Fund (which funds account for the financial activities of the Water Activity Enterprise) are sufficient to enable the City to execute the Promissory Note under the Loan Agreement.
- The Colorado Supreme Court has ruled that, in certain circumstances, an attorney offering an opinion letter may be held liable to third parties that might rely on such attorney's opinion. Because of that, I write with the limitation that only the City and the CWCB may rely on the opinions contained herein. Neither the CWCB nor any other person is authorized to reproduce or distribute this letter without the written consent of the City.

OFFICE OF THE CITY ATTORNEY


John P. Shaver, City Attorney