

October 21, 2024

Colorado Water Conservation Board
Denver, Colorado 80203

West Divide Water Conservancy District, Acting by
and Through its Water Activity Enterprise
Rifle, Colorado

**West Divide Water Conservancy District
Acting by and through its Water Activity Enterprise
2024 Loan Contract with the
Colorado Water Conservation Board**

Ladies and Gentlemen:

We have acted as bond counsel to the West Divide Water Conservancy District, acting by and through its Water Activity Enterprise (the "Enterprise") in connection with the authorization, execution and delivery to the Colorado Water Conservation Board ("CWCB") of a loan contract (the "Loan Contract"), a security agreement (the "Security Agreement"), and a promissory note (the "Note" and, together with the Loan Contract, and the Security Agreement, collectively the "Loan Documents"), which Loan Documents were authorized by ordinance resolution duly adopted by the Board of Directors, acting as the governing body of the Enterprise (the "Board") on October 17, 2024, and pursuant to which the CWCB will loan the Enterprise aggregate amount of not to exceed \$2,049,290.

In our capacity as bond counsel, we have examined the Enterprise's certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Loan Documents.

Regarding questions of fact material to our opinions, we have relied upon the Enterprise's certified proceedings and other representations and certifications of public officials, the general counsel of the Enterprise, and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Enterprise has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder.

T 720.330.2300
F 720.330.2301
www.butlersnow.com

1801 California Street
Suite 5100
Denver, CO 80202

2. The Enterprise has pledged the Pledged Revenue for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Loan Contract creates a valid lien on such Pledged Property on a parity with the other Parity Obligations, if any. No filings or recordings are required under the Colorado Uniform Commercial Code in order to create a lien on the Pledged Revenue, and all actions have been taken as required by Section 11-57-208, Colorado Revised Statutes.

3. The Loan Documents have been duly authorized, executed and delivered by authorized officers of the Enterprise and, assuming in the case of the Loan Contract and the Security Agreement, that the CWCB has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Contract and the Security Agreement, the Loan Documents constitute legal, valid and binding obligations of the Enterprise enforceable in accordance with their respective terms.

4. There are no provisions of the Colorado Constitution or any other state or applicable and binding local law that prevent the Loan Documents from binding the Enterprise; the execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") because the Enterprise constitutes an enterprise under TABOR as of the date hereof. The performance of the obligations of the Enterprise under the Loan Documents is not subject to the limitations of TABOR as long as the Enterprise continues to qualify as an enterprise under TABOR. The opinions expressed in this opinion letter are subject to the following:

The obligations of the Enterprise pursuant to the Loan Documents are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We are opining only upon those matters set forth herein, and we are not passing upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Loan Documents.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or changes in law that may hereafter occur.

In connection with the execution and delivery of the Loan Documents, we have represented the Enterprise which is our sole client in this transaction. Delivery of this letter to

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the CWCB does not establish an attorney-client relationship between the CWCB and this firm.

This opinion letter is furnished to you solely for your information and benefit in connection with the initial execution and delivery of the Loan Documents and may not be relied upon by you for any other purpose or relied upon by any other person without the prior written consent of this firm.

Respectfully submitted,

BUTLER SNOW LLP