

MONTEREY COUNTY



OFFICE OF THE COUNTY COUNSEL

168 WEST ALISAL STREET, 3RD FLOOR, SALINAS, CALIFORNIA 93901-2439
(831) 755-5045 FAX: (831) 755-5283

CHARLES J. McKEE
COUNTY COUNSEL

KATHRYN REIMANN
SR. DEPUTY COUNTY COUNSEL

September 2, 2015

Barclays Capital Inc.
San Francisco, California

County of Monterey Public Improvement Corporation
County of Monterey
Salinas, California

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Re: County of Monterey Certificates of Participation
(2015 Public Facilities Financing)

Ladies and Gentlemen:

We are the County Counsel for the County of Monterey (the "County") and we have been requested by the County to provide this opinion in accordance with the Certificate Purchase Agreement dated August 18, 2015 (the "Certificate Purchase Agreement"), for the above-referenced Certificates (the "2015 Certificates").

Capitalized terms used in this opinion but not defined have the meaning set forth in the Certificate Purchase Agreement.

It is our opinion that:

1. The County is a political subdivision of the State of California organized and operating pursuant to the Constitution and laws of the State of California.
2. The County Resolution approving and authorizing the execution and delivery by the County of the Certificate Documents to which it is a party, the Certificate Purchase Agreement and the Official Statement (the "County Resolution") was duly adopted at a meeting of the Board of Supervisors of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.
3. The Certificate Documents to which the County is a party and the Certificate Purchase Agreement have been duly authorized, executed and delivered by the County and constitute the legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms.

County of Monterey
Barclays Capital Inc.
County of Monterey Public Improvement Corporation
The Bank of New York Mellon Trust Company, N.A.

September 2, 2015

Page 2

4. To the best knowledge of the County, after diligent inquiry, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against the County, to restrain or enjoin the Base Rental Payments under the Lease Agreement, or in any way contesting or affecting the validity of the 2015 Certificates, the Certificate Documents or the Certificate Purchase Agreement.

5. The execution and delivery of the Certificate Documents to which the County is a party, the Certificate Purchase Agreement and the Official Statement, the adoption of the County Resolution, and compliance by the County with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach or default under any agreement or other instrument to which the County is a party (and of which we are aware after reasonable investigation), or by which it is bound (and of which we are aware after reasonable investigation), or, any existing law, regulation, court order or consent decree to which the County is subject (and of which we are aware after reasonable investigation) (except that no opinion is expressed by us with respect to federal securities laws or any federal, state or local tax law).

6. No authorization, approval, consent or other order of the State of California or any other governmental authority or agency within the State of California having jurisdiction over the County is required for the valid authorization, execution, delivery and the performance by the County of the Certificate Documents to which the County is a party, the Official Statement or the Certificate Purchase Agreement or for the adoption of the County Resolution which has not been obtained.

7. The information set forth under the captions "THE PROPERTY," "THE COUNTY," "COUNTY FINANCIAL INFORMATION," "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS," "CONTINUING DISCLOSURE" and "ABSENCE OF MATERIAL LITIGATION" and in APPENDIX A – "GENERAL, ECONOMIC AND DEMOGRAPHIC INFORMATION RELATING TO THE COUNTY" (excluding therefrom financial statements and statistical data) in the Preliminary Official Statement, as of its date and as of August 18, 2015 (excluding any information permitted to be omitted pursuant to Rule 15c2-12), and in the Official Statement as of its date and the Closing Date, is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, other than as specifically stated above.

The enforceability of the Certificate Documents may be limited by bankruptcy, insolvency, moratorium and similar laws or equitable principles affecting the rights of creditors generally.

This opinion is rendered only with respect to the laws of the State of California and the United States of America, and is addressed only to the addressees hereto. No other person is entitled to rely on this opinion, nor may you rely on it in connections with any transaction other than those described herein.

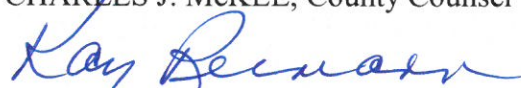
County of Monterey
Barclays Capital Inc.
County of Monterey Public Improvement Corporation
The Bank of New York Mellon Trust Company, N.A.

September 2, 2015
Page 3

This letter is solely for the information of, and assistance to, the addressees hereto and is not to be used, circulated, quoted or otherwise referred to in connection with the offering of the 2015 Certificates except that reference may be made to this letter in any list of closing documents pertaining to the sale of the 2015 Certificates.

Sincerely,

CHARLES J. McKEE, County Counsel



By: KATHRYN REIMANN
Sr. Deputy County Counsel

KR/cm

