

MONTEREY COUNTY



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October 7, 2020

State Public Works Board of the State of California
Sacramento, California

Department of Corrections and Rehabilitation of the State of California
Sacramento, California

County of Monterey
Salinas, California

\$55,655,000
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
LEASE REVENUE BONDS
2020 SERIES D
(VARIOUS CAPITAL PROJECTS)

Ladies and Gentlemen:

Our office has represented the County of Monterey (the "Participating County") in connection with the issuance and sale of the above-captioned bonds (the "Bonds").

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, public records and other instruments and have conducted such other investigations of fact and law as we deemed necessary for the purpose of this opinion.

We have assumed the genuineness of all documents and signatures presented to us, whether as originals or as copies, and the due legal execution and delivery of the documents referenced herein by, and validity against, any parties other than the Participating County. We have assumed, without undertaking to verify, the accuracy of factual matters represented, warranted or certified in the documents referred to herein. We call attention to the fact that the rights and obligations under the documents referred to herein and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against counties in the State of California.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Participating County is a duly organized and validly existing political subdivision of the State of California with all requisite legal right, power and authority to enter into and perform its obligations under the (1) Ground Lease, dated as of January 29, 2016, by and between the Participating County and the Department of Corrections and Rehabilitation of the State of California (the "Department") and consented to by the State Public Works Board of the State of California, and

recorded on February 9, 2016 in the Official Records of the County of Monterey as Document No. 2016006839 (the "Ground Lease"), (2) the Easement Agreement for Grants of Access, Utilities and Repairs, dated as of January 29, 2016, by and between the Participating County and the Department and consented to by the State Public Works Board of the State of California and recorded on February 9, 2016 in the Official Records of the County of Monterey as Document No. 2016006838 (the "Easement Agreement"), and (3) the Facility Sublease, dated as of October 1, 2020, by and between the Department and the Participating County (the "Facility Sublease").

2. The Ground Lease, the Easement Agreement and the Facility Sublease have been duly authorized, executed and delivered by the Participating County and are valid and binding upon and enforceable against the Participating County in accordance with their respective terms if they are in like fashion valid and binding upon and enforceable against the other respective parties thereto.

3. The Participating County's execution and delivery of the Ground Lease, the Easement Agreement and the Facility Sublease and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the Participating County a material breach of or default under any existing law, regulation, court order or consent decree to which the Participating County is subject that would materially adversely affect the Participating County's rights and obligations under the Ground Lease, the Easement Agreement and the Facility Sublease.

4. All actions on the part of the Participating County necessary for the execution and delivery of the Ground Lease, the Easement Agreement and the Facility Sublease have been duly and effectively taken. No consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained by the Participating County is required to be obtained by the Participating County for the execution and delivery by the Participating County of the Facility Sublease, and no consent, authorization or approval of or filing or registration with, any governmental or regulatory office or body not already obtained by the Participating County is required to be obtained by the Participating County for the performance thereof or of the Ground Lease or the Easement Agreement. To my knowledge, all consents, authorizations and approvals to be obtained by the Participating County have been obtained such that the Participating County is currently able to occupy the Facility (as defined in the Facility Sublease) in the manner contemplated by the Facility Sublease.

5. The resolution of the Participating County authorizing the execution and delivery of the Facility Sublease and ratifying all previous actions with respect to the Facility (the "Resolution") was duly adopted at a meeting of the Board of Supervisors of the Participating 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. The Resolution has not been amended or rescinded and is in full force and effect.

6. Except as set forth in the Official Statement relating to the Bonds dated September 30, 2020, to the best of our knowledge after due investigation, no litigation is pending (with service of process having been accomplished) or threatened (a) to restrain or enjoin the execution or delivery of the Facility Sublease, or the use and occupancy by the Participating County of the Facility, (b) to restrain or enjoin the performance by the Participating County under the Ground Lease, the Easement Agreement or the Facility Sublease, or (c) in any way contesting or affecting the validity of the Ground Lease, the Easement Agreement or the Facility Sublease or any other document, license, permit or approval necessary to the performance by the Participating County with respect to the foregoing.

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Department of Corrections and Rehabilitation of the State of California
County of Monterey
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Very truly yours,

By:



Mary Grace Perry
Deputy County Counsel