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November 20, 1980

AREA CODE 303
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Mesa County, Colorado
Grand Junction, CO 81501

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City Council
City of Grand Junction
P. O. Box 968
Grand Junction, CO 81501

DeMuth, Kemp & Backus
1600 Western Federal Savings Bldg.
718 Seventeenth St.
Denver, CO 80202

Boettcher & Company
828 Seventeenth St.
Denver, CO 80202

Re: Mesa County, Colorado
Sewer Revenue Bonds
Dated November 1, 1980 - \$8,225,000

Ladies and Gentlemen:

As counsel for the Orchard Mesa Sanitation District (the "District") and in connection with the issuance on this date by Mesa County, Colorado (the "County") of its \$7,420,000 Sewer Improvement Revenue Bonds, Series 1980A (the Series 1980A Bonds"), and \$805,000 Sewer Refunding Revenue Bonds, Series 1980B (the "Series 1980B Bonds") (collectively the "Bonds"), I have examined the following:

(i) The Joint Ordinance and Resolution of the City of Grand Junction, Colorado (the "City") and the County, dated March 5, 1980, relating to the regulation and use of public and private sewage collection, treatment and discharge and the provision of charges therefor in connection with a joint sewer system (the "Joint System"), which is to include the present wastewater collection and treatment system of the City as well as other properties and facilities.

(ii) The Joint Ordinance and Resolution of the City and the County dated March 5, 1980, establishing the procedures

for determining industrial cost recovery charges for users of the Joint System.

(iii) A Resolution of the District dated April 1, 1980, (the "District Resolution"), accepting and approving those portions of the aforementioned Joint Ordinances and Resolutions as such portions apply to the treatment of sewage and to the operation of the wastewater collection system of the District.

(iv) The Agreement by and between the District and the City, dated November 19, 1975, including amendments thereof and supplements thereto entered into before July 1, 1980, relating to the treatment of sewage by the City and rates, tolls, fees and charges collected therefor from the District by the City (the "Agreement").

(v) The Joint Sewerage Service Agreement, by and between the City and the County, adopted May 1, 1980, providing, among other things, for the establishment of rates for treatment of sewage within the City and those portions of the County served by the Joint System.

(vi) A Supplemental Agreement, dated August 5, 1980, by and between the City and the District, adopting the rates established by the aforementioned Joint Sewerage Service Agreement, and extending the period of the Agreement (the "Supplemental Agreement").

(vii) The Final Official Statement of the County, dated November 13, 1980, provided in connection with the issuance by the County of the Bonds.

(viii) Such other documents and matters of fact and law as I deem reasonably necessary to the expressions of the conclusions set forth herein.

Based upon the foregoing, I am of the opinion that:

The Agreement and Supplemental Agreement constitute valid and legally binding obligations of the District, enforceable against the District according to their terms requiring the District among other things, to adopt those rates, tolls, fees and charges established for, and the same as, rates, tolls, fees or charges collected for like services within the City, provided that such rates, tolls, fees and charges shall be exclusive of additional charge which the District may, from time to time, direct the City to collect for District purposes.

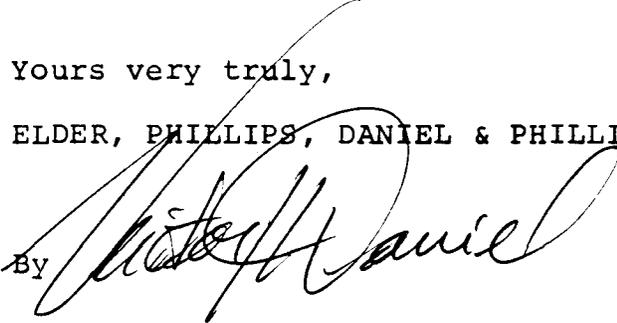
I know of no legal or government proceedings, pending or

threatened, or a basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of each of the terms and provisions of the Joint Sewerage Service Agreement, the Agreement or the Supplemental Agreement.

Based upon my examination of the Final Official Statement, nothing has come to my attention which would lead me to believe that the Final Official Statement, insofar as it pertains to the District, either makes an untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Yours very truly,

ELDER, PHILLIPS, DANIEL & PHILLIPS

By 

VJD/kl