

To: New Mexico Finance Authority  
810 W. San Mateo Road  
Santa Fe, New Mexico 87505

Re: Incorporated County of Los Alamos, New Mexico  
\$2,727,000 Loan No. DW-6651

Ladies and Gentlemen:

I am an attorney representing the Incorporated County of Los Alamos, New Mexico, (the “Governmental Unit”) in connection with the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, understanding that the Lender, the New Mexico Finance Authority (the “NMFA”), is relying on this opinion letter and, but for this opinion letter, the Loan would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Ordinance No. 741 adopted by the Governing Body of the Governmental Unit on May 20, 2025 (the “Ordinance”) unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

(1) The Incorporated County of Los Alamos, Drinking Water State Revolving Loan Fund Application, dated August 26, 2024, and the NMFA Board approval, for Project No. DW-6651, for the Incorporated County of Los Alamos, dated January 30, 2025, (the “Loan Application” and the “Approval,” respectively), relating to the project (herein the “Project”), as more specifically defined in the Loan and Subsidy Agreement dated June 27, 2025 (the “Loan Agreement”);

(2) The incorporation statutes creating the Governmental Unit;

(3) The Annual Open Meetings Act Resolution(s) (as well as the underlying proceedings) in effect on May 20, 2025 and on June 27, 2025;

**COUNTY COUNCIL**

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Council Chair

Suzie Havemann  
Council Vice Chair

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David Reagor  
Randall Ryt

**COUNTY MANAGER**

Anne W. Laurent

**COUNTY ATTORNEY**

J. Alvin Leaphart

**DEPUTY**

**COUNTY ATTORNEY**

Kathryn S. Thwaites

**ASSISTANT**

**COUNTY ATTORNEYS**

Larissa D. Breen  
Thomas L. Wyman

- (4) The proceedings of the Governing Body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and the existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least January 30, 2025 to the date hereof, including, without limiting the generality of the foregoing, the action of the Governmental Unit relating to (a) the selection of its Chair, County Council, and County Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the Project, in part, with a loan made by the NMFA; (f) the Ordinance of the Governing Body dated May 20, 2025 (the "Ordinance") authorizing the Authorized Officers to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;
- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all Loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be located or constructed.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Governmental Unit is a duly organized and existing county under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has full legal right and authority:
  - (1) to design, construct, and install the Project proposed to be designed, constructed and installed by the Governmental Unit;
  - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;

- (3) to perform all acts required by such Loan documents to be done by it; and
  - (4) to own, operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition or request for an election has been filed with respect to the Ordinance or Loan Agreement under the provisions of the laws, bylaws, rules or regulations or other governance documents of the Governmental Unit or the State.
- G. The Ordinance is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates a lien (but not exclusive lien) on the pledge of the Net Revenues of the Governmental Unit, as described in the Loan Agreement (the “Pledged Revenues”) which it purports to create, and except as set forth in the Term Sheet the Governmental Unit has issued no additional obligations with a lien superior to the lien created by the Ordinance and the Loan Agreement.
- H. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.
- I. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 25-01 (the “Open Meetings Act Resolution”), as adopted and approved by the Governmental Unit on January 7, 2025, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Ordinance was taken at meetings held in compliance with the Open Meetings Act Resolution.
- J. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Ordinance, and no event of default and no default under the Loan Agreement or the Ordinance has occurred and is continuing on the date of this Certificate.
- K. The Governmental Unit has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Opinion. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan Agreement.

- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or any of the actions required to be taken by the Ordinance or the Loan Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.
- N. Compliance with EPA's guidelines applicable to the Project and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems will be obtained prior to disbursement of proceeds of the Loan for the construction portion of the Project.
- O. Neither the Governmental Unit's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan Agreement does or will conflict with, or constitutes a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.
- P. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the NMFA associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Ordinance, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the Loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Ordinance.
- Q. There are no recorded liens of any nature whatsoever affecting the title to any real or personal property that will be acquired with the proceeds of the Loan Agreement.
- R. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the real property upon which the Project will be located, and there are no judgments against the Governmental Unit or liens against any of the property of the Governmental Unit or other entity on which the Project will be located.

- S. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.
- T. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 27<sup>th</sup> day of June, 2025.

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J. Alvin Leapart IV, County Attorney  
for the Governmental Unit