

DANIEL C. HAYGOOD
ATTORNEY AT LAW

TWO SOUTH MAIN STREET, SUITE C
POST OFFICE BOX 207
WATKINSVILLE, GEORGIA 30677

TELEPHONE: 706-310-0001
FACSIMILE: 706-310-0003
daniel@dch2001.com

August 10, 2023

Walton County Water and Sewerage Authority
Loganville, Georgia

Stifel, Nicolaus & Company, Incorporated
Atlanta, Georgia

Oconee County Board of Commissioners
Watkinsville, Georgia

Gray Pannell & Woodward, LLP
Athens, Georgia

Regions Bank
Atlanta, Georgia

Re: \$12,495,000 Walton County Water and Sewerage Authority Revenue Bonds (Oconee-Hard Labor Creek Reservoir Project), Series 2023

To the Addressees:

I have acted as counsel to Oconee County, Georgia (the "County") in connection with the issuance by the Walton County Water and Sewerage Authority (the "Authority") of the above-captioned revenue bonds (collectively, the "Series 2023 Bonds"). In this capacity, I have examined such documents, instruments and proceedings of the County as I have considered necessary to render the opinions set forth below, including, but not limited to, the following:

- (i) the resolution adopted by the County on August 1, 2023 (the "County Resolution");
- (ii) the Intergovernmental Contract – Hard Labor Creek Reservoir Project, dated as of October 1, 2007, as amended by a First Supplement to Intergovernmental Contract-Reservoir Project, dated as of April 1, 2008, as amended by a Second Supplement to Intergovernmental Contract-Reservoir Project, dated as of July 1, 2015, as amended by a Third Supplement to Intergovernmental Contract-Reservoir Project, dated as of October 1, 2016, and as amended by a Fourth Supplement to Intergovernmental Contract-Reservoir Project, dated as of August 1, 2023 (as so amended, the "Contract"), each between the Authority and the County;

- (iii) the Bond Purchase Agreement, dated August 1, 2023 (the "Bond Purchase Agreement"), among the Authority, the County and Stifel, Nicolaus & Company, Incorporated, as underwriter;
- (iv) the Intergovernmental Reservoir and Water Supply and Treatment Agreement, dated as of September 1, 2007 (the "Water Supply Agreement"), among the Authority, the County and Walton County, Georgia;
- (v) the Continuing Disclosure Certificate, dated August 1, 2023 (the "Disclosure Certificate"), executed by the County; and
- (vi) the Preliminary Official Statement, dated July 26, 2023 (the "Preliminary Official Statement") and the Official Statement, dated August 1, 2023 (the "Official Statement"), relating to the Series 2023 Bonds.

I have also examined and relied upon the original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as I have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, I have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, I have assumed the same to have been properly given and to be accurate.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Official Statement.

In connection with rendering this opinion, I have not been engaged to undertake, nor have I undertaken, any investigation as to (i) the exclusion of interest on the Series 2023 Bonds from gross income for federal income tax purposes and (ii) the exclusion of interest on the Series 2023 Bonds from gross income for state of Georgia income taxation purposes, and I express no opinion herein with respect thereto.

Based on the foregoing, I am of the opinion that as of this date:

- (1) The County is a political subdivision of the State of Georgia, duly created and validly existing with full power and authority to (i) adopt the County Resolution; (ii) execute, deliver and perform its obligations under the Contract, the Water Supply Agreement, the Disclosure Certificate and the Bond Purchase Agreement (collectively, the "County Documents"); (iii) execute and deliver the Official Statement; and (iv) carry out and consummate all of the transactions contemplated on its part by the Contract and by the Official Statement.
- (2) The County Resolution has been duly adopted, has not been modified or amended since its adoption and remains in full force and effect.
- (3) The County Documents have been duly authorized, executed and delivered by the County, and, assuming that they are the respective legal, valid, binding and enforceable obligations of the other parties thereto, constitute the legal, valid and binding obligations of the County, legally enforceable against the County in accordance with their respective terms.

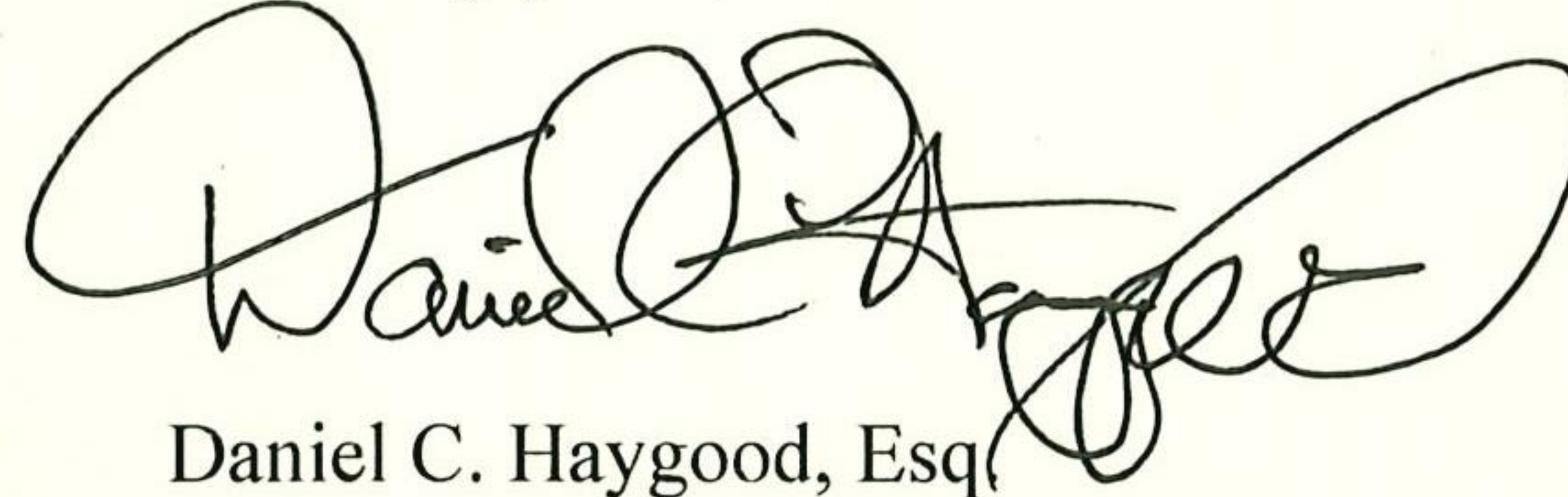
- (4) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been duly authorized by the County. The Official Statement has been duly executed and delivered by the County.
- (5) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of my knowledge, threatened against or affecting the County (or, to the best of my knowledge, any meritorious basis therefor) (a) attempting to limit, enjoin or otherwise restrict or prevent the County from functioning or contesting or questioning the existence of the County or the titles of the present officers of the County to their offices; or (b) wherein an unfavorable decision, ruling or finding would adversely affect the (i) powers of the County or the validity or enforceability of the County Documents, (ii) financial position of the County or (iii) transactions contemplated by the County Documents and by the Official Statement.
- (6) The adoption of the County Resolution, the execution, delivery and performance of its obligations under the County Documents, the execution and delivery of the Official Statement and the carrying out and consummation of the transactions contemplated on its part by the County Documents and by the Official Statement will not conflict with or constitute on the part of the County a violation of, breach of or default under (i) any governing instrument, (ii) any indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the County is a party or by which the County or its property is bound, or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the County or its property; provided, however, I express no opinion as to compliance with the securities or "Blue Sky" laws of any jurisdiction.
- (7) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the County as of this date in connection with the execution, delivery and performance by the County of its obligations under County Documents and the carrying out and consummation of the transactions contemplated on its part by the Contracts and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.
- (8) Based on my examination and my participation at conferences at which the Preliminary Official Statement and the Official Statement was discussed, I have no reason to believe that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the information with respect to the Authority, the other County and the financial statements and other financial and statistical data included therein, as to which I express no opinion).

The enforceability of the Series 2023 Bonds and the County Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

I am a member of the State Bar of Georgia. My opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and assigns and

may not be relied upon by any other person for any purpose without my prior written consent in each instance. I expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel C. Haygood". The signature is stylized with large loops and flourishes, particularly around the "H" and "G".

Daniel C. Haygood, Esq.