

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, 2021

Oconee County, Georgia
Watkinsville, Georgia

Stifel Nicolaus & Company, Incorporated
Atlanta, Georgia

Gray Pannell & Woodward LLP
Athens, Georgia

Re: \$12,500,000 Oconee County, Georgia General Obligation Bonds, Series 2021

To the Addressees:

In connection with the issuance of \$12,500,000 in aggregate principal amount of Oconee County, Georgia General Obligation Bonds, Series 2021, (the "Bonds"), I have acted as counsel for Oconee County, Georgia (the "County"). In that connection, I have examined the law and such documents and instruments and proceedings of the County as I have deemed relevant to enable me to render the opinions expressed herein.

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, properly created, organized and existing under the Constitution and laws of said State and has full legal right, power and authority to (i) adopt the resolution, dated August 3, 2021 (the "Bond Resolution") authorizing, among other things, the issuance of the Bonds, (ii) issue the Bonds, (iii) execute, deliver and perform its obligations under the Bond Resolution, the Bonds, the Bond Purchase Agreement, dated August 3, 2021 (the "Purchase Agreement"), between the County and Stifel Nicolaus & Company, Incorporated, as underwriter, the Continuing Disclosure Certificate, dated August 3, 2021 (the "Continuing Disclosure Certificate"), and the Custodial Agreement, dated August 1, 2021 (the "Custodial Agreement"), between the County and Regions Bank, as sales tax custodian, (iv) execute and deliver the Official Statement, dated August 3, 2021 (the "Official Statement") relating to the Bonds and (v) carry out the transactions contemplated by the foregoing documents.

2. The Bond Resolution has been duly adopted and constitutes the legal, valid and binding obligation of the County.

3. The County has authorized the execution, delivery and performance of the Bonds, the Purchase Agreement, the Continuing Disclosure Certificate, the Custodial Agreement and the Bonds, and the Purchase Agreement, the Continuing Disclosure Certificate and the Custodial Agreement constitute the legal, valid and binding obligations of the County.

4. At an election duly called and held in the County on November 3, 2020, after notice thereof had been given to the qualified voters of said County for the time and in the manner required by law, a majority of the qualified voters of said County voting in said election held for that purpose voted in favor of the imposition, levy and collections of a one percent sales and use tax for the raising of approximately \$64,648,250 for a period of time not to exceed 24 calendar quarters, and in favor of the issuance of \$12,500,000 in aggregate principal amount of general obligation bonds by the County.

5. All taxable property in the County subject to taxation for bond purposes is subject to ad valorem taxation without limitation as to rate or amount to pay the principal of and interest on the Bonds. The County is required by law to provide for the assessment and collection of the annual *ad valorem* tax sufficient in amount to pay the principal of and interest on the Bonds.

6. The Board of Commissioners of Oconee County is authorized and required by law to levy and has levied on all of said property subject to taxation for general obligation bond purposes, such ad valorem taxes as will produce funds sufficient in an amount to pay the principal of and interest on the Bonds as the same become due and payable.

7. The Bonds have been duly confirmed and validated by the judgment of the Superior Court of Oconee County, and no appeals are pending with respect to such decree of validation.

8. The County has duly authorized the use and distribution of the Preliminary Official Statement, dated July 29, 2021 (the "Preliminary Official Statement"), relating to the Bonds and the use, distribution and execution of the Official Statement.

9. No litigation of any kind is now pending or to the best of my knowledge threatened (either in state or federal courts), (i) restraining or enjoining the issuance of the Bonds, or the levy and collection of Sales and Use Tax and the *ad valorem* property taxes to meet the debt service requirements thereon, (ii) in any manner questioning or affecting (A) the authority of the proceedings under which the Bonds are issued, including but not limited to the Bond Resolution or the election approving the issuance of the Bonds, (B) the Oconee County, Georgia validity or enforceability of the Bonds, the Purchase Agreement, the Custodial Agreement or the Continuing Disclosure Certificate, or (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds, (iii) challenging the existence of the County or the title of any of the present officers of the County to their respective offices or (iv) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the County or the security for the Bonds.

10. The adoption of the Bond Resolution, the execution, delivery and performance of the Bonds, the Purchase Agreement, the Continuing Disclosure Certificate and the Custodial Agreement, the execution, delivery and use of the Official Statement by the County, and do not and will not conflict with, or constitute on the part of the County a breach of or default under, any applicable law, administrative regulation, court order or consent decree of the State of Georgia or any department, division, agency or instrumentality thereof or of the United States or any loan agreement, note, resolution, indenture, agreement or other instrument to which the County is a party or may otherwise be subject.

11. All consents, governmental or otherwise, required to be obtained prior to the date hereof in connection with (i) the adoption of the Bond Resolution, (ii) the execution, delivery and performance by the County of the Bonds, the Purchase Agreement, the Continuing Disclosure Certificate and the Custodial Agreement, (iii) the execution, delivery and use of the Official Statement and the consummation of the transactions contemplated by the Official Statement, (iv) the levy and collection of the Sales and Use Tax and *ad valorem* property taxes to pay the principal of and interest on the Bonds, and (v) the acquisition, construction and installation of the improvements to be financed with the proceeds of the Bonds have been obtained; provided, however, no opinion is given with respect to any "blue sky" laws. We have no reason to believe, after making due inquiry, that the County will not be able to maintain all such consents or to obtain all such additional consents, permits, approvals or authorizations as may be required on or prior to the date the County is legally required to obtain the same.

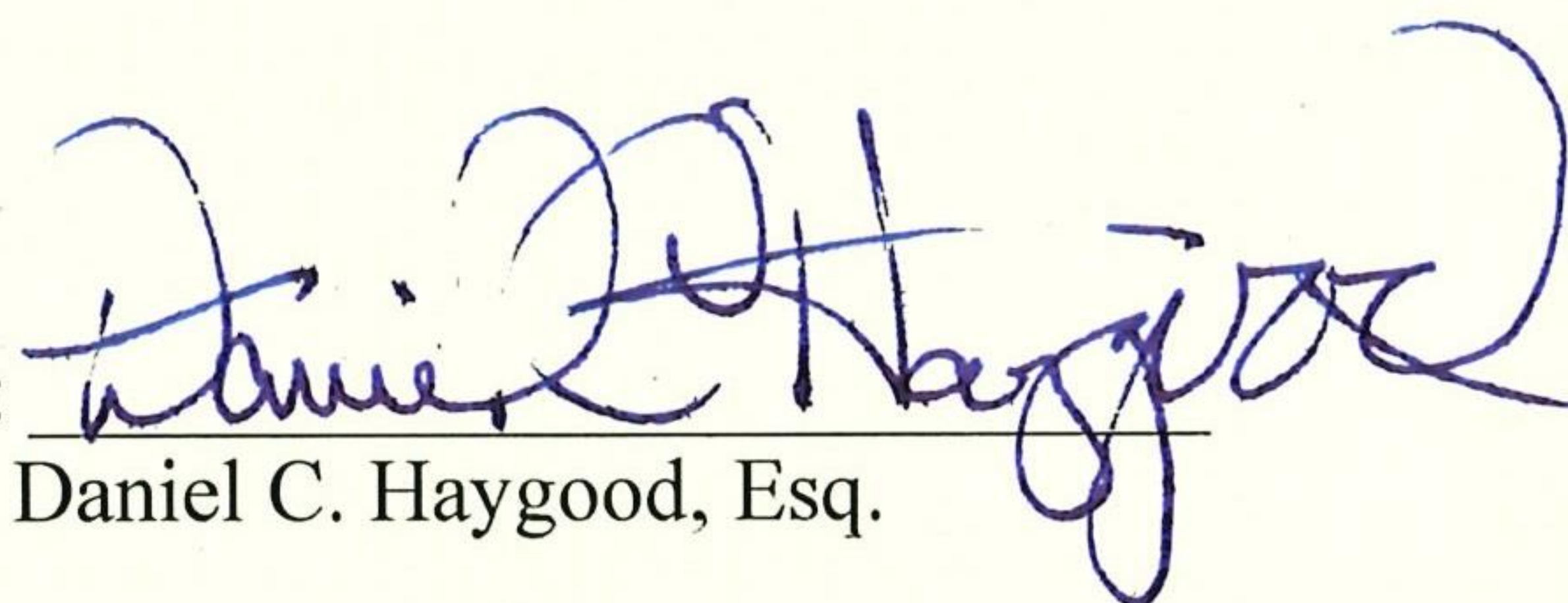
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12. Based upon our review of the Official Statement, I do not believe that the Official Statement as of the date hereof contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to any financial or statistical data contained in the Official Statement).

The enforceability of the Bond Resolution, the Bonds, the Purchase Agreement, the Continuing Disclosure Certificate and the Custodial Agreement 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. The enforceability of the indemnification and contribution provisions of the Purchase Agreement may also be limited by federal or state securities law.

Regards,

By:



Daniel C. Haygood, Esq.