



From: Craig E. Leen, City Attorney for the City of Coral Gables 

RE: Legal Opinion Regarding \$9,470,000 Palace At Coral Gables Community Development District Special Assessment Revenue Bonds, Series 2011 (The "Bonds")

Date: July 28, 2011

I am the City Attorney for the City of Coral Gables, Florida (the "City") and am furnishing this opinion to you in connection with the execution by the City of the Guaranty, dated and effective as of July 28, 2011 (the "Guaranty") between the City and U.S. Bank National Association, as trustee (the "Trustee") for the referenced Bonds.

As City Attorney, I have examined:

- (i) a certified copy of Ordinance Nos. 2007-36 and 2010-17 enacted by the City Commission of the City of Coral Gables, Florida (the "City Commission") on November 13, 2007 and August 24, 2010, respectively (collectively, the "Ordinance"),
- (ii) a certified copy of Resolution Nos. 2009-132 and 2011-140 adopted by the City Commission on June 2, 2009 and June 7, 2011, respectively (collectively, the "Resolution"),
- (iii) the Guaranty,
- (iv) the Interlocal Agreement dated as of June 7, 2011 (the "Interlocal Agreement" and together with the Guaranty, the "City Documents") by and between the City and the District; and
- (v) the Constitution and laws of the State of Florida, the Code of the City of Coral Gables, Florida, as amended, the City Charter of the City of Coral Gables, Florida, as amended and supplemented (the "City Charter"), and such other public records, documents and proceedings as I have deemed relevant and necessary in rendering this opinion.

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

1. The City is a duly organized Florida municipal corporation existing under and pursuant to the Constitution and laws of the State of Florida and the City Charter.
2. The City has the right and power to enact the Ordinance and adopt the Resolution, and the Ordinance and Resolution have been duly enacted and adopted, respectively, by the City and remain in full force and effect as of the date hereof in the form in which enacted and adopted.
3. The City has the right, power and authority to enter into and perform its obligations under the City Documents and the City Documents have been duly and lawfully authorized, executed and delivered by the City and, assuming due execution and delivery by the other parties thereto, are legal, valid and binding agreements of the City, enforceable as to the City in accordance with their respective terms. The obligation of the City under the Guaranty will not constitute a general debt, liability or obligation of the City within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City is pledged to the payment of the City's obligations under the Guaranty and no one seeking recourse under the Guaranty shall ever have the right to compel any exercise of any ad valorem taxing power of the City, directly or indirectly, to enforce such obligations.
4. No litigation or other proceedings are pending or, to the best of my knowledge, threatened, in any court or other tribunal, state or federal, against or affecting the City seeking to restrain or enjoin the execution or delivery of the City Documents, or questioning or affecting the validity of the City Documents or the proceedings and authority under which they are to be executed and delivered. Neither the creation, organization or existence of the City Commission, nor the title of the present members or other officers of the City Commission to their respective offices, is being contested.
5. All approvals, authorizations, permits, consents, orders and reviews of any governmental authority, legislative body, board, commission or agency having jurisdiction in the matter, required for the City's adoption, execution and performance of its obligations under the City Documents have been received and are in full force and effect and to the best of my knowledge, the City will be able to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance under any of the foregoing by the City.
6. The execution and delivery by the City of the City Documents, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of the City a material breach of or default under any loan agreement, note, resolution, certificate, agreement or other instrument to which the City is a party or any court order or consent decree to which the City is subject to the best of my knowledge, or any existing law or administrative regulation.

The opinions expressed in this letter are generally qualified as follows:

- (a) All opinions as to the enforceability of the legal obligations of the City set forth herein are subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditors' rights generally, and other general principles of equity and the valid exercise of the sovereign powers of the State of Florida and the constitutional powers of the United States of America.
- (b) All opinions are predicated upon present laws, facts, and circumstances and I assume no affirmative obligation to update the opinions if such laws, facts or circumstances change after the date of this opinion.
- (c) I do not express any opinion concerning any law other than the laws of the State of Florida and the laws of the United States. No opinion is expressed as to the requirements of any state or federal laws which may govern the issuance, offering and sale of the Bonds or which may govern the excludability from income for federal income tax purposes of the interest on the Bonds.
- (d) The opinions expressed in this letter are for the sole benefit of the parties named above and no other individual or entity may rely upon them without my prior written approval or acknowledgment.

THE CITY OF CORAL GABLES



The City Beautiful

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OPINION OF CITY ATTORNEY

July 28, 2011

City of Coral Gables, Florida
Coral Gables, Florida

U.S. Bank National Association, as trustee
Orlando, Florida

Palace at Coral Gables Community
Development District
Coral Gables, Florida

Akerman Senterfitt
Orlando, Florida

KeyBanc Capital Markets Inc., as underwriter
Cleveland, Ohio

Re: \$9,470,000 Palace at Coral Gables Community Development District Special
Assessment Revenue Bonds, Series 2011 (the "Bonds")

Ladies and Gentlemen:

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As City Attorney, I have examined:

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- (v) the Constitution and laws of the State of Florida, the Code of the City of Coral Gables, Florida, as amended, the City Charter of the City of Coral Gables, Florida, as amended and supplemented (the "City Charter"), and such other public records, documents and proceedings as I have deemed relevant and necessary in rendering this opinion.

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

1. The City is a duly organized Florida municipal corporation existing under and pursuant to the Constitution and laws of the State of Florida and the City Charter.

2. The City has the right and power to enact the Ordinance and adopt the Resolution, and the Ordinance and Resolution have been duly enacted and adopted, respectively, by the City and remain in full force and effect as of the date hereof in the form in which enacted and adopted.

3. The City has the right, power and authority to enter into and perform its obligations under the City Documents and the City Documents have been duly and lawfully authorized, executed and delivered by the City and, assuming due execution and delivery by the other parties thereto, are legal, valid and binding agreements of the City, enforceable as to the City in accordance with their respective terms. The obligation of the City under the Guaranty will not constitute a general debt, liability or obligation of the City within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City is pledged to the payment of the City's obligations under the Guaranty and no one seeking recourse under the Guaranty shall ever have the right to compel any exercise of any ad valorem taxing power of the City, directly or indirectly, to enforce such obligations.

4. No litigation or other proceedings are pending or, to the best of my knowledge, threatened, in any court or other tribunal, state or federal, against or affecting the City seeking to restrain or enjoin the execution or delivery of the City Documents, or questioning or affecting the validity of the City Documents or the proceedings and authority under which they are to be executed and delivered. Neither the creation, organization or existence of the City Commission, nor the title of the present members or other officers of the City Commission to their respective offices, is being contested.

5. All approvals, authorizations, permits, consents, orders and reviews of any governmental authority, legislative body, board, commission or agency having jurisdiction in the matter, required for the City's adoption, execution and performance of its obligations under the City Documents have been received and are in full force and effect and to the best of my knowledge, the City will be able to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance under any of the foregoing by the City.

6. The execution and delivery by the City of the City Documents, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of the City a material breach of or default under any loan agreement, note, resolution, certificate, agreement or other instrument to which the City is a party or any court order or consent decree to which the City is subject to the best of my knowledge, or any existing law or administrative regulation.

The opinions expressed in this letter are generally qualified as follows:

(a) All opinions as to the enforceability of the legal obligations of the City set forth herein are subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditors' rights generally, and other general

principles of equity and the valid exercise of the sovereign powers of the State of Florida and the constitutional powers of the United States of America.

(b) All opinions are predicated upon present laws, facts, and circumstances and I assume no affirmative obligation to update the opinions if such laws, facts or circumstances change after the date of this opinion.

(c) I do not express any opinion concerning any law other than the laws of the State of Florida and the laws of the United States. No opinion is expressed as to the requirements of any state or federal laws which may govern the issuance, offering and sale of the Bonds or which may govern the excludability from income for federal income tax purposes of the interest on the Bonds.

(d) The opinions expressed in this letter are for the sole benefit of the parties named above and no other individual or entity may rely upon them without my prior written approval or acknowledgment.

Respectfully submitted,



Craig E. Leen
City Attorney