

_____, 2011

Mosaic District Community
Development Authority
Fairfax, Virginia

We have acted as Bond Counsel for Mosaic District Community Development Authority (the “Authority”) in connection with the issuance of

\$ _____
Mosaic District Community Development Authority
Revenue Bonds Series 2011A
(the “Series 2011A Bonds”)
and
\$ _____
Mosaic District Community Development Authority
Revenue Bonds, Taxable Series 2011A-T
(the “Series 2011A-T Bonds”)

The Series 2011A Bonds and the Series 2011A-T Bonds (collectively, the “Bonds”) are being issued pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended, and other applicable law (the “Act”), to finance (i) the costs of certain public infrastructure improvements benefiting property within the Authority’s boundaries (the “District”), (ii) a deposit to a debt service reserve fund for the Bonds, (iii) the payment of certain construction period interest on the Series 2011 Bonds, (iv) certain administrative expenses for the Bonds and (v) the costs of issuing the Bonds.

Simultaneously with the issuance of the Series 2011A Bonds, the County of Fairfax, Virginia (the “County”), the Authority, Eskridge (E&A), LLC, and Eskridge Properties (E&A), LLC will enter into an Amended and Restated Memorandum of Understanding, dated as of _____, 2011 (the “Memorandum of Understanding”), pursuant to which the County has agreed to provide to the Authority (i) certain incremental tax revenues which consist of an amount equal to that portion of the real estate taxes on property in the District collected by the County pursuant to Chapter 32 of Title 58.1 of the Virginia Code of 1950, as amended (the “Virginia Code”), that is attributable to the increased value between the current assessed value of such property and the base assessed value of such property as of January 1, 2007 as set forth in Virginia Code Section 58.1-3245.2 (the “County Advance Revenues”), and (ii) if necessary, revenues derived from special assessments levied and apportioned on the property within the District (the “Special Assessments” and together with the County Advance Revenues, the “Pledged Revenues”) (such special assessments levied and apportioned pursuant to Virginia Code Section 15.2-5158(A)(5), a Special Assessment Agreement and Declaration of Notice of Special Assessments, dated as of _____, 2011 (the

“Special Assessment Agreement”), entered into by and among the Authority, the property owners within the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) under the Trust Indenture (defined below) and the Memorandum of Understanding) in order for the Authority to pay amounts sufficient to pay the principal of and interest on the Series 2011A Bonds. The Pledged Revenues to be provided by the County to the Authority are subject to annual appropriation by its Board of Supervisors of funds for such purposes.

The Bonds are being issued under and secured by a Trust Indenture, dated as of _____, 2011 (the “Trust Indenture”), between the Authority and the Trustee, pursuant to which the Authority has assigned to the Trustee, among other things, its rights to receive the Pledged Revenues. Under and subject to the requirements of the Trust Indenture, the Authority may issue additional bonds for refunding or defeasing the Bonds or providing funds to the Authority to purchase Bonds as permitted by the Act, and such additional bonds issued under the Trust Agreement will rank on a parity with the Bonds (together with any such additional bonds, the “Bonds”) as to the above pledge of the Pledged Revenues.

The Bonds are dated, bear interest, and are stated to mature, subject to redemption, all as provided in the Trust Indenture.

In our capacity as Bond Counsel, we have examined such documents, records of the Authority and the County and other instruments, including counterparts or certified copies of the Trust Indenture, the Memorandum of Understanding and the Special Assessment Agreement, as we deemed necessary to enable us to express the opinions set forth below.

Based on the foregoing we are of the opinion that:

1. The Authority, by the terms of the Act, is a body politic and corporate with full authority, under the Act, to enter into the Trust Indenture, the Special Assessment Agreement and the Memorandum of Understanding and to issue and sell the Bonds.

2. The County is a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) with full authority to enter into the Memorandum of Understanding. The Memorandum of Understanding has been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery of the other parties thereto other than the Authority, constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms. The obligation of the County to provide the Pledged Revenues as contemplated under the Memorandum of Understanding is expressly therein made subject to the annual appropriation by the Board of Supervisors of funds for such purpose.

3. The Trust Indenture, the Special Assessment Agreement and the Memorandum of Understanding have been duly authorized, executed and delivered by the Authority and constitute legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms. Under the Trust Indenture, the Authority has validly assigned substantially all its rights to the Pledged Revenues to the Trustee for the benefit of the holders of the Bonds.

4. The issuance and sale of the Bonds have been duly authorized by the Authority, and the Bonds have been duly executed and delivered by the Authority and constitute legal, valid and binding,

limited obligations of the Authority payable under the Trust Indenture in accordance with their terms solely from Pledged Revenues and other money to the extent provided in the Trust Indenture. Neither the faith and credit nor the taxing power of the Commonwealth or of any political subdivision of the Commonwealth, including the County, is pledged to the payment of the principal or premium, if any, or interest on the Bonds. The issuance of the Bonds does not directly, indirectly, or contingently obligate the Commonwealth or any political subdivision of the Commonwealth including the County to levy any taxes or make any appropriation for the payment of the Bonds except from the Pledged Revenues.

5. Assuming compliance by the Authority with its covenants to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and except as provided in the following sentence, interest on the Series 2011A Bonds is not includable in the gross income of the owners thereof for purposes of federal income taxation based on existing law. Interest on the Series 2011A Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of such Bonds in the event of a failure by the Authority to comply with applicable requirements of the Code, and its covenants regarding use, expenditure and investment of proceeds of the Series 2011A Bonds and the timely payment of certain investment earnings to the United States Treasury. We render no opinion as to the effect on the exclusion from gross income of the interest on the Series 2011A Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than ourselves. Interest on the Series 2011A Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. We express no opinion as to the extent to which, if any, interest on the Bonds may be excluded from the calculation of federal corporate alternative minimum taxable income. The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of such Series 2011A Bonds or the inclusion in certain computations (including without limitation those related to the corporate alternative minimum tax) of interest that is excluded from gross income.

6. The Bonds, their transfer and the income therefrom, including any profit made on their sale, are free from taxation by the Commonwealth of Virginia and its political subdivisions.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Memorandum of Understanding, the Trust Indenture, the Special Assessment Agreement and the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors’ rights generally and may be subject to judicial discretion. For purposes of our opinions in paragraph 2 we have relied upon the opinion of the Office of the County Attorney respecting the existence and organization of the County and its due authorization and execution of the Memorandum of Understanding.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. Such opinions may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur and we have no obligation to update this opinion in light of such actions or events.

This opinion is limited to the laws of the Commonwealth and the federal laws of the United States. The opinions in this letter are expressed solely as of the date hereof for your benefit and may not be relied upon in any manner for any purposes by any other person.

Respectfully submitted,