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REPLY TO ALTAMONTE SPRINGS

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September 18, 2003

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

BY HAND DELIVERY

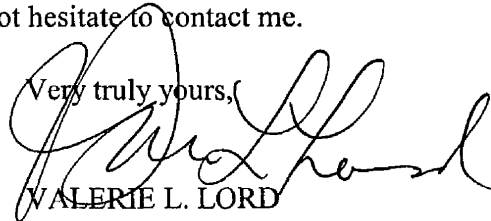
Re: Docket No. 030485-SU; Sanlando Utilities Corporation's Application for Amendment to
Certificates of Authorization
Wastewater Service Agreement with Centex Homes
Our File No.: 30057.61

Dear Ms. Bayo:

Pursuant to Commission Rule 25-30.550, Florida Administrative Code, enclosed is a copy of a
Wastewater Service Agreement entered into between Sanlando Utilities Corporation (the "Utility") and
Centex Homes to provide wastewater service. Sanlando Utilities Corporation's wastewater treatment
plant has a permitted capacity of 2.9 mgd. The current average annual daily flow for this treatment plant
is approximately 2.343 mgd and this Wastewater Service Agreement is for 17,760 gpd. There is suffi-
cient capacity in the Utility's existing plant to provide wastewater service pursuant to this Wastewater
Service Agreement. This Wastewater Service Agreement will have no noticeable impact on the Utility's
rates due to the amount of demand being placed on the Utility's wastewater system, and resultant
revenues.

In accordance with the aforementioned Rule, we will deem this Agreement approved if we do
not receive notice from the Commission of its intent to disapprove within thirty days. Should you have
any questions regarding this Agreement, please do not hesitate to contact me.

Very truly yours,


VALERIE L. LORD
Of Counsel

VLL:dlv
Enclosure

cc: Mr. Richard Redemann, Division of Economic Regulation, Public Service Commission
(w/enclosure by hand delivery)
Mr. Steven M. Lubertozzi (w/enclosure)
Mr. Patrick Flynn (w/enclosure)
David L. Orr, P.E. (w/enclosure)

DOCUMENT NUMBER-DATE

08903 SEP 18 03

FPSC-COMMISSION CLERK

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DC _____
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AGREEMENT FOR WASTEWATER SERVICE

SANLANDO UTILITIES CORPORATION, SEMINOLE COUNTY, FLORIDA

This Agreement is entered into this 14 day of May, 2003 by and between the Centex Homes (hereinafter referred to as "Developer"), and Sanlando Utilities Corporation, a Florida corporation (hereinafter referred to as "Utility").

WITNESSETH

WHEREAS, Developer is the owner of or is duly authorized to act on behalf of the owners of certain real estate in Seminole County, Florida, hereinafter referred to as "Property" and more fully described in Exhibit 1 attached hereto, and

WHEREAS, Developer is in the process of developing the Property into a residential development which will contain 74 townhouse units when completed, and

WHEREAS, Utility is engaged in the business of furnishing wastewater service to the public in its service territory as authorized by its Certificate of Public Convenience and Necessity which is adjacent to the Property, and

WHEREAS, Developer desires Utility to provide wastewater service within the Property and Utility desires to provide wastewater service to the Property according to the terms and conditions of this Agreement.

WHEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Representations and Warranties of Developer

Developer represents and warrants:

1. That Developer is the owner of or is duly authorized to act on behalf of the owners of the Property, and;
2. That Developer will cooperate fully with the Utility in any and all applications or petitions to public authorities deemed necessary or desirable by Utility in connection with the construction and installation of the wastewater system contemplated by this Agreement.
3. That it will convey to the Utility or provide by recorded subdivision plats such easements or rights of way as the Utility may require for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in form satisfactory to Utility's legal counsel.

DOCUMENT NUMBER-DATE
08903 SEP 18 03
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ARTICLE II**Construction and Installation of Distribution Facilities by Developer**

1. The Developer hereby agrees to construct and install the complete central wastewater distribution facilities throughout the Property, as well as the necessary off-site interconnection facilities (hereinafter collectively referred to as "Facilities") including but not limited to sewer mains, force mains, lift stations, valves, services, and other facilities as are reasonably required to provide adequate wastewater service (in accordance with applicable governmental standards) to all units to be constructed within the Property. Developer shall be responsible for interconnecting the Facilities with an adequate diameter wastewater main to Utility's existing wastewater system at a point specified by Utility.
2. The Facilities to be constructed by Developer pursuant to Paragraph 1 of this Article II, when installed, will meet the reasonable needs of the customers within the Property. All plans, specifications and construction shall be in accordance with applicable standards, requirements, rules and regulations and agencies of the State of Florida and respective County authority.
3. All materials used shall be new, first-class, and suitable for the uses made thereof.
4. Developer guarantees all construction, materials, workmanship, and the trouble-free operation of the Facilities for nine months after completion of each phase or section.
5. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of both the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and control, including but not limited to claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
6. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in its opinion to ensure its ownership of, ready access to, and operation of the Facilities. Developer shall furnish Utility with lien waivers in a form satisfactory to Utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with the Facilities construction herein.

7. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the off-site Facilities and providing reasonably adequate rights of access and working space for such purposes.
8. Developer shall, upon transfer to Utility of the off-site Facilities, provide to Utility operating manuals, permits, as-built drawings, and all other information reasonably required to operate, maintain, and repair the off-site Facilities.

ARTICLE III

Developer Contribution/Connection Fees

Following execution of this Agreement, Developer agrees to pay Utility its approved connection fees in effect at the time each unit attaches to Utility's wastewater utility system. Developer is responsible for the payment of \$5000.00 to the Utility to cover the legal fees incurred by the Utility Company to apply to the Florida Public Service Commission to include this area into the certificated service area of Sanlando Utilities Corporation.

ARTICLE IV

Utility Service, Rates and Charges

1. Upon installation of the Facilities and completion of the interconnection by Developer, Utility agrees to supply all customers within the Property with adequate and customary wastewater service, and to operate, maintain and repair all Facilities as indicated herein, after acceptance by Utility and issuance of operational approvals by all regulatory authorities.
2. Wastewater usage charges shall be rendered by Utility in accordance with Utility's rates, rules and regulations and conditions of service from time to time on file with Public Service Commission and then in effect.

ARTICLE V

General

1. This Agreement is intended to be performed in the State of Florida and shall be governed by the laws of the State of Florida.
2. Except as provided for in this Agreement, neither party to this Agreement shall be liable to the other for failure, default or delay in performing any of its obligation hereunder, if such failure, default or delay is caused by strikes or other labor problems, by forces of nature, unavoidable accident, fire, acts of the public enemy, interference by civil authorities, acts or failure to act, decisions or orders or regulations of any governmental or military body or

agency, office or commission, delays in receipt of materials, or any other cause, whether of similar or dissimilar nature, not within the control of the party affected and which, by the exercise of due diligence such party is unable to prevent or overcome, except as otherwise provided for herein. Should any of the foregoing events occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

3. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
4. Utility agrees to indemnify Developer, its successors and assigns, and hold Developer harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Utility under this Agreement; Developer agrees to indemnify Utility, its successors and assigns, and hold it and them harmless against any loss, damage, liability, expense or cost of Utility, accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Developer under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Utility by Developer.
5. This Agreement sets forth the complete understanding between Developer and Utility, and any amendments hereto to be effective must be made in writing.
6. Notices and correspondence required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:

If to Utility: Sanlando Utilities Corporation
2335 Sanders Road
Northbrook, Illinois 60062
Attn: Mr. Jim Camaren, Chairman & C.E.O.

If to Developer: Centex Homes
385 Douglas Avenue
Suite 2000
Altamonte Springs, Florida 32714
Attn.: Mike Oliver

Delivery when made by registered or certified mail, shall be deemed complete upon mailing.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.

9. If this Agreement is not executed prior to May 15, 2003 then the terms and conditions contained herein will be waived, with no further obligations or responsibilities to either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Saplano Utilities Corporation

By [Signature]
Chairman & Chief Executive Officer

ATTEST:

[Signature]

Centex Homes

By [Signature]

ATTEST:

[Signature]
Candi Craton