Via DelaFile
June 11, 2015

Ms. Donna L. Nickerson, Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Ms. Nickerson:

RE: Artesian Water Company, Inc. CPCN Application- Seashore Highway

Enclosed please find a CPCN Application filed on behalf of Artesian Water Company, Inc. to provide water service to 2 parcels in Sussex County controlled by Seashore Highway Associates, LLC. AWC paid the required $300 application fee electronically through the Commission's electronic portal *Delafile*.

Please feel free to contact me at (302) 453-6995 should you have any questions regarding this application.

Sincerely,

David L. Valcarenghi

David L. Valcarenghi
Manager of Rates and Regulation

cc: John Barndt, DNREC, Division of Water Resources- via email
Grover Ingle, Delaware State Fire Marshall's Office
Constance Holland, Delaware Office of State Planning
John Ashman, Sussex County Engineering Department
David Bonar, Delaware Division of the Public Advocate

BEFORE THE DELAWARE PUBLIC SERVICE COMMISSION

APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

This application is filed consistent with the requirements of Delaware Code 26 Del. C. §203C.

Type of Utility Service: **Water Service**

I. APPLICANT INFORMATION

A). Full legal name and address of Applicant:

ARTESIAN WATER COMPANY, INC. ("AWC")
664 CHURCHMANS ROAD
NEWARK, DE 19702

B).	Utility Contact:	**DAVID L. VALCARENGHI**
C).	Phone No.:	**(302) 453-6995**
D).	Fax No.:	**(302) 369-4041**
E).	Email:	**dvalcarenghi@artesianwater.com**

II. BASIS FOR APPLICATION

____A. The Applicant is in possession of a signed service agreement with the developer of a proposed subdivision or development, which subdivision or development has been duly approved by the respective county government. *(26 Del. C. § 203C (e) (1) (b) (1)).*

__X_B. The Applicant has one or more petitions requesting wastewater service from the applicant executed by the landowners of record of each parcel or property to be encompassed within the proposed territory to be served. *(26 Del. C. § 203C (e) (1) (b) (2)).*

____C. The Applicant, in the case of existing development, subdivision, or generally recognized unincorporated community has one or more petitions requesting water service from the applicant executed by the landowners of record of parcels and properties that constitute a majority of the parcels or properties in the existing development, subdivision, or unincorporated community. *(26 Del. C. § 203C (e) (1) (b) (3)).*

____D. The Applicant possess a certified copy of a resolution or ordinance from the governing body of a municipality that requests, directs, or authorizes the applicant to provide wastewater services to the proposed territory to be

served, which must be located within the boundary of such county and municipality. *(26 Del. C. § 203C((e)(1)(b)(4))*

III. PROCEDURE

A. Artesian Water Company, Inc. (AWC) requests that this application be reviewed pursuant to an informal fact finding procedure.

IV. PETITIONS FOR UTILITY SERVICE

A. Customer Petitions requesting Service- Exhibit A

B. Customer Notifications of CPCN Application- Exhibit B

C. Proposed Parcels Included in CPCN- Exhibit C

D. AWC Certification of Information Accuracy- Exhibit D

V. IDENTIFICATION OF PARCELS

A. Application includes 2 Parcels situated in Sussex County, Delaware identified on Exhibit C

1. The specific parcels are identified on Exhibit C

2. The parcels are located approximately 1 mile from existing water main on Hudson Rd and can be served by way of a main extension

B. AWC provides water service to customers throughout Delaware on both a regional and stand-alone community basis through the use of a vast distribution network that includes sources of supply, treatment, and storage and transmission facilities.

C. Tax Maps - Exhibit C.

VI. FINANCIAL AND OPERATIONAL CAPABILITIES

A. Complete details of the Company are on file with the Commission, including information on Company's finances, and operational and managerial capabilities. A number of reports are on file with the Commission that detail AWC's financial and operational performance.

B. AWC has been in the business of providing a safe, secure, reliable water supply for customers for over 100 years.

C. AWC is an affiliate of Artesian Resources Corporation. Information that details the organizational structure of ARC and affiliates is on file with the Commission.

D. AWC currently serves approximately 77,700 customers throughout the state of Delaware.

E. AWC facilities are operated by fully licensed operators that have operated in full compliance with applicable federal and state rules, regulations, and laws.

F. AWC provides water service at all times to present customers of at least the minimum water pressure threshold of 25 pounds. AWC states that it will provide service to the parcel that meet or exceed the water pressure guidelines.

G. AWC provides superior service and is not subject to any orders from the Commission that found that the Company materially failed to provide adequate or proper safe water services to existing customers.

H. AWC is not subject to a ruling, decision or finding from DNREC or any other regulatory authority that found the Company materially failed to comply with applicable safe drinking water or water quality standards.

VII. OTHER

A. AWC's CPCN Application is fully consistent with prior Commission decisions.

B. This CPCN has been forwarded, for informational purposes, to the following parties:

1. John Barndt, DNREC, Division of Water Resources- via email
2. Grover Ingle, Delaware State Fire Marshall's Office
3. Dorothy Morris, Delaware Office of State Planning
4. David Bonar, Delaware Division of the Public Advocate

Respectfully Submitted,

David B. Spacht
Artesian Water Company, Inc.
Chief Financial Officer & Treasurer

AFFIDAVIT

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this 11th day of JUNE, 2015, personally came before me, the subscriber, a Notary Public in and for the state and county aforesaid, David B. Spacht, the CFO and Treasurer of Artesian Water Company, Inc. known to me personally to be such or having presented to me satisfactory evidence of identity, and acknowledged this document to be his act and deed and the act and deed of such corporation, that the signature of such individual is in his own proper handwriting, and that the facts set forth in this application are true and correct to the best of his knowledge, information, and belief.

Signature of individual

DAVID B. SPACHT
Printed Name

SIGNED AND SWORN (OR AFFIRMED) before me on this 11th day of JUNE, 2015

Robin E Thompson
Signature of Delaware Notarial Officer

NOTARY PUBLIC
Title (e.g., Notary Public)

ROBIN E. THOMPSON
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES APRIL 10, 2016
SEAL

My Commission Expires:
10 April, 2016

EXHIBIT A

Artesian Water Company
Water Service Petition

We the undersigned, request to be included in the water service territory of Artesian Water Company, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 3-34 4.00 37.00, 3-34 4.00 37.04

Property Description: Misc A/C Sussex County
Property Owner(s): Seashore Highway, Associates LLC

Signature: _____ Title: PARTNER Date: 3/10/15

Printed: DALE J. LOMAS

Address: 19108 Coastal Highway Telephone 302-645-5229
Unit N1
Rehoboth Beach, DE 19971

Signature: _____ Title: PARTNER Date: 3-10-15

Printed: MICHAEL SUSRICK

Address: Same Telephone _____

I UNDERSTAND THAT BY SIGNING THIS PETITION MY PROPERTY MAY HAVE TO REMAIN IN ARTESIAN WATER COMPANY, INC'S SERVICE TERRITORY PERMANENTLY. I ALSO UNDERSTAND THAT IT MAY AFFECT MY ABILITY TO OBTAIN A PERMIT FOR A NEW WELL.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR CONCERNS, PLEASE CONTACT THE PUBLIC SERVICE COMMISSION AT (302) 736-7500 (in Delaware, call 800-282-8574).

Return to
Artesian Water Company, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- General Information
- Appraisal & Assessment Info
- Sales Info
- Map of Property

General Information

District-Map-Parcel:
3-34 4.00 37.00

Owner(s) Names:
SEASHORE HIGHWAY , ASSOCIATES LLC

Property Legal Description:
N/RT 9
1000' E/RD 281

Billing Address:
19108 COASTAL HWY
REHOBOTH BEACH , DE 19971

Land Use:
Commercial

Zoning:
Not Defined

Town/Municipality:
-No Town or Municipality Specified-

Fire District(s):
Lewes Fire District

Tax Ditch(es):
-No Ditch Records-

Sewer/Water District:
-No Sewer Records-

Watershed:
BROADKILL-SMYRNA

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- General Information
- Appraisal & Assessment Info
- Sales Info
- Map of Property

General Information

District-Map-Parcel:
3-34 4.00 37.04

Owner(s) Names:
SEASHORE HIGHWAY , ASSOCIATES LLC

Property Legal Description:
N/RT 18
S/PENN CENTRAL

Billing Address:
19108 COASTAL HWY
REHOBOTH BEACH , DE 19971

Land Use:
Residential, Imp.

Zoning:
Agricultural/Residential

Town/Municipality:
-No Town or Municipality Specified-

Fire District(s):
Lewes Fire District

Tax Ditch(es):
-No Ditch Records-

Sewer/Water District:
-No Sewer Records-

Watershed:
BROADKILL-SMYRNA

Seashore Highway Associates LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY AGREEMENT entered into, by and among those named in Exhibit A attached hereto (collectively referred to as the "Members") as Members of **Seashore Highway Associates LLC**, a Delaware limited liability company (the "LLC") with a principal place of business at 19108 Coastal Highway, Rehoboth Beach, Delaware 19971.

NOW THEREFORE, in consideration of the mutual promises of the parties, and of other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among the parties as follows:

ARTICLE I

Formation, Name, Purpose, Term

Section 1.1. Formation. The parties hereto hereby form a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("the Act"), subject to the definitions in Article X.

Section 1.2. Name and Office; Agent for Service of Process. The LLC shall be conducted under the name of **Seashore Highway Associates LLC** with its principal office at 19108 Coastal Highway, Rehoboth Beach, Delaware 19971. The address of the registered office of the LLC shall be 19108 Coastal Highway, Rehoboth Beach, Delaware 19971. The name and address of the registered agent for service of process upon the LLC in the State of Delaware shall be Dale J. Lomas, 19108 Coastal Highway, Rehoboth Beach, Delaware 19971.

Section 1.3. Purpose. The purpose of the LLC shall be to carry on any lawful business purpose or activity.

Section 1.4. Authorized Acts. In furtherance of its purposes, but subject to all other provision of this Agreement, including, but not limited to, Article III hereof, the LLC shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by the Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the LLC.

Section 1.5. Term and Dissolution. The LLC shall commence upon the filing

of the Certificate with the Secretary of State of the State of Delaware in accordance with the Act. The LLC shall continue in full force and effect except that the LLC shall be dissolved prior to such date upon the happening of any of the following events:

(a) The sale or other disposition (other than a refinancing) of all or substantially all the assets of the LLC ; or

(b) The withdrawal of a Member as defined in ARTICLE X, unless within 90 days of such events all remaining Members consent in writing to the continuance of the LLC.

(c) The election to dissolve the LLC by the Consent, in writing, of all the Members.

Section 1.6. Title to LLC Property. All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC, and no Member, individually, shall be considered the owner of such property.

ARTICLE II

Members, Capital

Section 2.1. Members. The Capital Contributions of the Members shall initially consist of the cash amounts and property set forth in Exhibit A with respect to each Member, and such amounts have been paid or contributed to the LLC on the date hereof as indicated in Exhibit A. Except as specifically set forth herein, the Members shall not be required to make any additional Capital Contributions hereunder.

Section 2.2. LLC Capital. The capital of the LLC shall be the aggregate amount of the Capital Contributions. No interest shall be paid on any Capital Contributions. Except as may be specifically provided in this Agreement, no Member shall have the right to withdraw from the LLC any or all of such Member's Capital Contribution nor shall there be right to demand or receive property or cash of the LLC in return for Capital Contributions.

Section 2.3. Capital Accounts. An individual Capital Account shall be maintained for each Member and shall be computed in accordance with the definition of a Capital Account as set forth in Article X.

Section 2.4. Admission of Additional Members. The Members may admit to the LLC additional Member(s) who will participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by all the Members. Admission of any such Additional Member(s) shall require the written consent of all Members then having any LLC Interest in the LLC.

Such Additional Members shall be allocated gain, loss, income or expense by such method as may be provided in this Agreement, as hereafter amended, and if no method is specified, then as may be permitted by ' 706(d) of the Code and/or by any other applicable provision of the Code.

Section 2.5. Liability of Members. A Member's liability shall be limited to the amount of Capital Contribution, except as otherwise required by the Act. Except as set forth in the preceding sentence, no Member shall be liable as a Member for any debts, liabilities, contracts, or obligations of the LLC, whether arising in contract, tort, or otherwise, or be required to lend funds to the LLC. Each Member shall have an obligation to eliminate a deficit balance capital account in order to satisfy the substantial economic test in Section 704 of the Internal Revenue Code and the Regulations promulgated thereunder. Notwithstanding the foregoing, a Member may guarantee LLC borrowings as a guarantor and not as a Member.

Section 2.6. Indemnification. To the fullest extent permitted by law, the LLC shall indemnify and save harmless the Members from any expense, loss or damage incurred by it by reason of (i) any act performed by them within the scope of the authority conferred upon them by this Agreement or (ii) their failure to refusal to perform any acts except those expressly required by the terms of this Agreement, or (iii) their performance or omission to perform any acts on advise of accountants or legal counsel for the LLC; provided, however, that the LLC shall have no obligation to indemnify a Member for any expense, loss or damage incurred by the Member as a result of such Member's own willful misconduct or gross negligence or acts in violation of his or her fiduciary duties hereunder. An indemnity under this Section 2.6 shall be provided out of and to the extent of LLC assets only, and the Members shall have no personal liability on account thereof or otherwise.

Section 2.7. Insurance. The Members of the LLC shall endeavor to obtain liability or other insurance payable to the LLC (or as otherwise agreed by the Members), in order to protect the LLC and the Members from the acts or omissions of each of the Members. Such insurance shall be an expense of the LLC.

Section 2.8. Other Business Ventures, Etc. Any Member and any Person holding an equity interest in any Member, directly or through any other Entity, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the real estate business in all of its phases, which shall include, without limitation, the purchase, sale, ownership, operation, management, without limitation, of real property in the same area as and in competition for business with the property. Neither the LLC nor the other Members shall have any rights in and to such independent ventures or the income or profits derived therefrom.

ARTICLE III

Management, Meetings

Section 3.1. Management of the LLC. The Members, acting by majority consent, unless unanimous consent is required pursuant to this Agreement or under the Act, shall have the exclusive right to manage the business of the LLC.

Section 3.2. Meetings. Meetings of the LLC shall be held on five (5) business days' notice or on such shorter notice as may be mutually agreeable to the Members. Notice of the time and place shall be given in writing to each Member. Any actions required or permitted to be taken at any meeting of the Members may be taken without a meeting if all Members consent to such action in writing.

ARTICLE IV

Withdrawal of Member, Continuation of the LLC

In the event that a Member ceases his or her membership pursuant to Section 1.5(b), then all of the remaining Members may elect in writing, at any time before 90 days have elapsed following the effective date of the Withdrawal of the member, to continue the LLC. Such election shall not be effective unless such consent is unanimous and made within that 90 day period.

ARTICLE V

Transferability of LLC Interests

Section 5.1. Restrictions on Transfer of LLC Interests.

(a) Except as otherwise expressly permitted in this Section 5.1, no Member may voluntarily or involuntarily transfer, sell, alienate, pledge, encumber, assign or otherwise dispose of all or any part of his or her interest in the LLC without the prior written consent of a majority of the Members who are not transferring their interest. Without limitation of the discretion of the other Members to grant or withhold consent to a proposed transfer, the other Members shall have the right to establish conditions to such disposition, including, but not limited to, a right to acquire the interest in question at a price and upon terms no less favorable than those which the proposed transferor would receive from such disposition.

(b) Any member who shall sell, assign, transfer or dispose of all of such Member's interest in the LLC to a person other than an Affiliated Person shall cease to be a Member of the LLC, (other than economic rights which accrued prior to

such transfer); provided that, (i) unless and until the assignee of such Member is admitted to the LLC as a Substituted Member in accordance with Section 5.2 hereof, said assignment Member shall retain the statutory obligations of an assignor Member under the Act and (ii) in any event, any assigning Member shall retain the obligation to make payments of any unpaid Capital Contributions as required by the Act.

(c) Upon any sale, assignment, transfer or disposition made in accordance with this Section 5.1, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument making such sale, assignment, transfer or disposition, which instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement; and until such an instrument is so filed, the LLC need not recognize any such sale, assignment, transfer or disposition for any purpose.

(d) An assignee of the Member interest who does not become a Substituted Member as provided in Section 5.2 hereof and who desires to make a further assignment of his or her interest shall be subject to all the provisions of this Article V to the same extent and in the same manner as any Member desiring to make an assignment of such Member's interest.

Section 5.2. Substituted Members.

(a) No Member shall have the right to substitute an assignee as a Member in his or her place without the prior written consent of all the Members. The failure or refusal to permit an assignee approved under Section 5.1 to become a Substituted Member under this Section 5.2 shall not affect the right of such assignee to receive the share of the profits, losses, credits and distributions of the LLC to which his or her predecessor in interest was entitled.

(b) Upon the consent of all of the Members to the admission of an assignee as a Substituted Member in accordance with Section 5.2(a) hereof, Exhibit A attached hereto shall be amended to reflect the name and address and Capital Contribution of such assignee as a Substituted Member and to eliminate the name, address and Capital Contribution of the predecessor Member. Each Substituted member shall execute such instrument or instruments (including a counterpart of this Agreement and any power of attorney) as shall be required by the other Members to signify his or her agreement to be bound by all the provisions of this Agreement.

Section 5.3. Additional Restrictions.

(a) In no event shall a sale, assignment, transfer or disposition of any portion of the Member's interest in the LLC (other than as a result of the death of an individual) take place if such sale, assignment, transfer or disposition would, in the opinion of tax counsel to the LLC, cause a termination of the treatment of the LLC as a partnership for federal tax purposes within the meaning of Section 708 or any other

provision of the Code and any Regulations promulgated thereunder.

(b) In no event shall all or any part of a Member's interest in the LLC be assigned or transferred to a minor (other than as a result of death) or to an incompetent unless such transfer is to the legal representative of such minor or incompetent or to a trust established for the benefit of such person.

(c) The Members may, in addition to any other conditions set forth herein, require as a condition of sale, assignment, transfer or other disposition of any interest in the LLC, that the transferor (i) assume all costs incurred by the LLC in connection therewith and (ii) furnish the LLC and the Members with an opinion of counsel satisfactory (both as to opinion and counsel) to counsel to the LLC that such sale, transfer, assignment or other disposition complies with applicable federal and state securities laws.

(d) In no event shall a sale, transfer, assignment or other disposition of less than all of any Member's interest in the LLC take place if, in the opinion of the other Members, such sale, transfer, assignment, exchange or other disposition will result in such a fractionalization of such Member's interest as to become administratively burdensome to the LLC.

(e) Any sale, assignment, transfer or other disposition in contravention of any of the provisions of this Article V shall be void and ineffectual and shall not bind, or be recognized, by the LLC.

Section 5.4. Security Interest in an LLC Interest.

(a) Any Member may, with the consent of all of the other Members, grant a security interest in any or all of such Member's LLC interest to any lender to the LLC or to a surety which issues a surety bond or other guaranty of, or to a bank or other financial institution which issues a letter of credit to lenders to the LLC for the purpose of securing indebtedness of the LLC; provided, however, that (i) such Member shall be required by such lender, surety, bank or financial institution as a condition to the making or issuing of such loan, bond, guaranty or letter of credit to be personally obligated thereon and (ii) the Consent of the Members has been obtained with respect to such grant. Such lender, surety, bank or other financial institution or lender is hereinafter in this Section referred to as a "Secured Party".

(b) The security interest of a Secured Party in an LLC interest in the LLC shall be prior to any security interest granted to the LLC under any other provisions of this Agreement or by operation of law.

(c) The other Members shall cause the security interest to be reflected on the LLC's books and records. For purposes of this Section 5.4(c) a notation of such security interest on Exhibit A hereto shall constitute a notation of the LLC's books and

records.

(d) The Secured Party shall have the unrestricted right to foreclosure upon its security interest in accordance with applicable law and the terms of its security agreement with such Member.

ARTICLE VI

Borrowings and Loans

Section 6.1. Borrowings. All LLC borrowings shall be subject to all the terms of this Agreement. To the extent borrowings are permitted, they may be made from any source, including Members and Affiliated Persons. The LLC shall issue suitable promissory notes or other instruments or agreements to evidence such loans. If any Member shall lend any moneys to the LLC, the amount of any such loan shall not constitute an increase in the amount of such Member's Capital Contribution nor affect in any way the share of the profits, losses, credits and distributions of the LLC. Any loans by a Member shall, absent express agreement to the contrary, be obligations of the LLC of equal rank with obligations to unsecured third-party creditors, and shall be repayable from any available funds of the LLC, including, but not limited to, Cash Flow or a Capital Contribution, and any interest payable thereon shall be at a rate agreed upon by the LLC and such Member, but in no event greater than two percent per annum above the Base Rate, compounded monthly. Additional Capital Contributions made hereunder shall not affect the LLC Interest of the Members.

ARTICLE VII

Profits, Losses, Distributions

Section 7.1. Profits, Losses.

(a) Except as otherwise provided herein all profits and losses of the LLC and all tax credits in respect of each fiscal year shall be allocated to the Members in accordance with their respective LLC Interests. Notwithstanding the foregoing, in any year for which there is a distribution to the Members of all or any portion of their Preferred Return, any profits for such year attributable to such distribution shall first be allocated pro rata to such Members.

(b) The terms "profits" and "losses" as used in this Agreement shall mean taxable income and losses as determined for federal income tax purposes using the accounting methods followed by the LLC. Additional or substituted Members admitted to the LLC at any time after the date hereof shall be allocated profits and losses from the first day of the month in which they are admitted to the LLC, or more

frequently as determined by the other Members or required by Section 706(d)(1) of the Code and any Regulations promulgated thereunder.

(c) If any net income otherwise to be allocated under Section 7.1(a) includes net income treated as ordinary income for tax purposes because it is attributable to the recapture of depreciation pursuant to Section 1245 or 1250 of the Code (that portion of the net income so treated as ordinary income is herein called "Recapture Gains"), such Recapture Gains shall be allocated among the Members in such manner as to credit Recapture Gains to the Members who were charged with depreciation items giving rise to such Recapture Gains. In ordinary income, the ordinary income will be considered to be attributable to those depreciation deductions that were first taken.

(d) If there is a net decrease in the LLC's Minimum Gain during a taxable year, all Members with a Negative Capital Account at the end of such year (excluding from such Negative Capital Account the amount, if any, that such Member is obligated to restore plus such Member's share of the Minimum Gain, computed with respect to the amount of LLC Minimum Gain after such net decrease) will be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and in the proportions needed to eliminate such deficits as quickly as possible ("Minimum Gain Chargeback") before any other allocation is made under this Agreement. For purposes of this subsection (c), a Member's Capital Account shall be reduced for the items described in Treas. Reg. 1.704-1(b)(2)(ii)(d)(4), (5), and (6), The allocation of the Minimum Gain Chargeback to the LLC's items of income and gain shall be made in accordance with the rules set forth in Treas. Reg. 1.704-1(b)(4)(iv)(e).

(e) Qualified Income Offset. In the event a Member unexpectedly receives adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) such Member shall be specially allocated items of LLC income and gain in an amount and manner sufficient to eliminate the Negative Capital Account of such Member as quickly as possible. This Section 7.1(e) is intended to constitute a "qualified income offset" under Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other applicable period shall be allocated to the Member in accordance with their respective LLC Interests.

(g) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any fiscal year or other applicable period shall be specially allocated to the Member that bears that economic risk of loss for the debt (i.e., the Member Nonrecourse Debt) in respect of which such Member Nonrecourse Deductions are attributable (as determined under Regulation Section 1.704-2(b)(4) and (i)(1)).

(h) Curative Allocations. The allocations specified in paragraphs

(d) through (g) above (the "Regulatory Allocations") shall be taken into account in allocating other items of income, gain, loss, and deduction among the Members so that, to the extent possible, the cumulative net amount of allocations of LLC items under Section 7.1 shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred. This subparagraph (g) is intended to minimize to the extent possible and to the extent necessary any economic distortions which may result from application of the Regulatory Allocations and shall be interpreted in a manner consistent therewith.

Section 7.2. Distribution Prior to Dissolution.

(a) Cash Flow, if any, attributable to each fiscal year (or fractional portion thereof) shall, to the extent permitted by the LLC's lenders, be applied and distributed within 120 days after the end of such year (or fractional portion thereof) as follows:

(i) First, to be applied to the discharge, to the extent required by any lender or creditor which is not an Affiliated Person, of debts and obligations of the LLC;

(ii) Second, to be applied to the reimbursement of any out-of-pocket expenses incurred by the Members;

(iii) Third, to be applied to fund reserves for working capital to the extent deemed appropriate by the Members;

(iv) Fourth, to the Members, pro rata, in accordance with their share of the total tax liability resulting from the allocation of profits pursuant to Section 7.1 (which shall be calculated at a rate equal to 30% of such profits);

(v) Fifth, to be distributed, pro rata, to each Member who has advanced any funds (other than Capital Contributions) to the LLC at any time pursuant to Section 6.1, any accrued but unpaid interest on such funds calculated at the rate set forth or agreed upon pursuant to Section 6.1;

(vi) Sixth, to be applied to the discharge of all other debts and obligations of the LLC to Members and Affiliated Persons, including without limitation, loans or advances on account of LLC expenses made by such Members or Affiliated Persons;

(vii) Seventh, to be distributed, pro rata, to each Member, an amount equal to such Member's Priority Distribution Base;

(viii) Eighth, to be distributed, pro rata, to each of the Members that have a Positive Capital Account in the proportion that the Positive Capital Account of

each such Member bears to the aggregate of all Positive Capital Accounts until such Positive Capital Account is reduced to zero; and

(ix) Ninth, the balance thereof to be distributed to the Members in accordance with their respective LLC Interests.

(b) Cash Flow shall be determined separately for each fiscal year or portion thereof and shall not be cumulative. For all purposes of this Agreement, the term "Cash Flow" shall mean the profits or losses of the LLC (as profits and losses are determined in accordance with Section 7.1(b)) but subject to the following:

(i) Depreciation of buildings, improvements and personal property and amortization of any financing fees shall not be considered as a deduction.

(ii) Any fee shall be considered as a deduction to the extent paid in such fiscal year.

(iii) Debt amortization (including the repayment of loans of Members and Affiliated Persons) shall be considered as a deduction.

(iv) Reserve(s) established by the Members to provide for working capital needs, funds for improvements or replacements or for other contingencies of the LLC shall be considered a deduction.

(v) Any amounts paid by the LLC for capital expenditures shall be considered as a deduction unless paid by cash withdrawal from a replacement reserve for capital expenditures.

(vi) Any cash withdrawal from reserves shall be considered income unless used for capital expenditures, the payment of principal of an LLC debt or a nondeductible payment.

(vii) Payments of insurance proceeds on account of business or rental interruption shall be considered income to the extent not otherwise taken into account.

(viii) Income exempt from tax not otherwise taken into account shall be considered income.

(ix) Net cash proceeds of a refinancing of all or any portion of the Property shall be considered income to the extent not otherwise taken into account.

Section 7.3. Distribution upon Dissolution. Upon dissolution, the Members (or their trustees, receivers, representatives, successors or assignees) shall (a) liquidate the LLC assets; (b) make payment of, or adequate provision for, the debts and obligations of the LLC, including loans of Members and Affiliated Persons and accrued interest thereon; (c) distribute to the Members the remaining assets of the LLC

(or the proceeds of assets which have been sold or disposed of) in accordance with the positive balance in the Capital Account of each Member after giving effect to all adjustments to contributions, distributions, and allocations for all periods; (d) in due course cause the cancellation of the Certificate of Formation. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser. All distributions shall be made within the time specified in Section 1.704-1(b)(2)(ii)(g) of the Regulation.

ARTICLE VIII

Books and Record, Accounting, Tax Elections, Etc.

Section 8.1. Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the LLC which shall be maintained in accordance with generally accepted accounting principles or tax reporting principles and shall be maintained and be available at the principal office of the LLC for examination by any Member, or his or her duly authorized representatives, at any and all reasonable times.

Section 8.2. Bank Accounts. The bank accounts of the LLC shall be maintained in such banking institutions as the Members shall determine, and withdrawals shall be made therefrom on such signature or signatures as the Members shall determine.

Section 8.3. Accountants. The accountants for the LLC shall be such public or certified public accountant or firm of public or certified public accountants as shall be engaged by the Members from time to time.

Section 8.4. Annual Reports to Members. The Members shall cause to be prepared and sent to each Member each year (i) annual reports of the LLC, including an annual balance sheet and profit and loss statement, within ninety (90) days after the close of each reporting year as specified in Section 8.5 hereof; and (ii) annual statements indicating the share of each member of the net income, net loss, depreciation, gain, loss and other relevant items of the LLC for each calendar year for federal income tax purposes, within ninety (90) days after the close of each calendar year.

Section 8.5 Reporting Year and Accounting Method, Tax Year. The reporting and tax year of the LLC, for the purposes of Section 8.4 hereof, shall be the 12-month period ending December 31. The books of the LLC shall be kept on such basis as the Members may determine.

ARTICLE IX

General Provisions

Section 9.1. Notices. Any and all notices or other communications called for under this Agreement shall, unless otherwise specifically provided herein, be deemed adequately given only if in writing and delivered or sent by certified mail, return receipt requested, to the party or parties for whom such notices or communications are intended. All such notices and other communications, in order to be effective, shall be addressed to the last address of record on the LLC books.

Section 9.2. Word Meanings. The words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and visa versa, unless the context otherwise requires.

Section 9.3. Captions. Captions or Articles, Sections and Paragraphs contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 9.4. Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto, except as otherwise provided herein.

Section 9.5. Applicable Law, Supremacy of the Act. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Delaware, without regard to principles of the law (such as "conflicts of law") that might otherwise make the law of some other jurisdiction applicable. Notwithstanding any other provision of this Agreement, no action may be taken under this Agreement unless such action is taken in compliance with the provisions of the Act.

Section 9.6. Counterparts. This agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all have not signed the original or the same counterpart.

Section 9.7. Separability of Provisions. Each provision of this Agreement shall be considered separable and (a) if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if, for any reason, any provision or provisions herein would cause a Member to be

bound by the obligations of the LLC under the laws of the State of Delaware as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect, or (c) if, in spite of Section 9.5, for any reason any provision or provisions herein would cause a Member to be bound by the obligations of the LLC under the laws of some other jurisdiction as the same may now hereafter exist, such provision or provisions shall be deemed void and of no effect.

Section 9.8. Additional Documents and Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Member agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement, and all such transactions. All approvals of either party hereunder shall be in writing.

Section 9.9. Service, Jurisdiction. Each of the parties agrees to (a) the irrevocable designation of the Secretary of State of the State of Delaware as its agent upon whom process against it may be served, and (b) personal jurisdiction in any action brought in any court, federal or state, within the State of Delaware having subject matter jurisdiction arising under this Agreement.

Section 9.10. Waiver of Partition. The Members hereby waive any right of partition or any right to take any other actions that otherwise might be available to them for the purpose of severing their relationship with the LLC or their interest in the assets held by the LLC from the interest of the other Members.

Section 9.11. LLC Interest as Personal Property. The LLC interest of each Member shall be personal property for all purposes. All property owned by the LLC shall be deemed owned by the LLC as a limited liability company and no Member, individually, shall have any individual ownership rights in and to such property.

ARTICLE X

Definitions

As used herein the following terms shall have the following meanings:

"Affiliated Person" means in relation to the LLC or any Member, (i) any holder of 10% or more of the outstanding voting securities, partnership interest (limited or general), or limited liability company interests of such LLC or Member, (ii) any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the LLC or such Member or in which the LLC or such Member or a Person or Persons controlling or under common control with the LLC or such Member hold a 10% or greater interest, (iii) any member of the Immediate Family of any Member or other Person described above, (iv) any legal

representative, successor or assignee of any Member or Person described above or member of his Immediate Family, (v) any trustee or beneficiary of a trust established or maintained for the benefit of any Member or person described above or member of such Member or Person's Immediate Family, or (vi) any entity of which a majority of the voting interests is owned by any one or more of the members or Persons referred to in the preceding clauses.

"Agreement" means this Limited Liability Company Agreement as it may be amended from time to time hereafter.

"Annual Return" means, with respect to a Member, an amount equal to the Rate of Return multiplied by the amount of the Priority Distribution base of such Member from time to time outstanding.

"Base Rate" means the Applicable Federal Rate.

"Capital Account" shall mean, with respect to any Member, the separate "book" account which the LLC shall establish and maintain for such Member in accordance with Section 704(b) of the Code and Section 1.704-1(b)(2)(iv) of the Regulations and such other provisions of Section 1.704-1(b) of the Regulations that must be complied with in order for the Capital Accounts to be determined in accordance with the provisions of said Regulations. In furtherance of the foregoing, the Capital Accounts shall be maintained in compliance with Section 1.704-1(b)(2)(iv) of the Regulations; and the provisions thereof shall be interpreted and applied in a manner consistent therewith. If the resulting amount exceeds zero, such Member shall have at that time a "Positive Capital Account." If the resulting amount is less that zero, such Member shall have at that time a "Negative Capital Account." A Member who has more than one interest in the LLC shall have a single capital account that reflects all such interest, regardless of the class of interest owned by such Member and regardless of the time or manner in which such interests were acquired.

"Capital Contribution" means, with respect to any Member, the total amount of cash and other assets contributed from time to time to the LLC by such Member. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member in respect of the LLC interest of such then Member.

"Capital Transaction" means a financing or refinancing or the sale or other disposition of the land constituting the Property.

"The Act" means the Delaware Limited Liability Company Action (6 Del. C. ' 18-101, et seq.) as the same may from time to time be in effect.

"Cash Flow" shall have the meaning provided in Section 7.2(b) hereof.

"Certificate" means the Certificate of Formation of LLC as filed with the Secretary

of State of the State of Delaware as amended and in effect from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consent of the Members" means the written consent or approval of all the Members unless the Agreement indicates a lesser percentage.

"Entity" means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust or association.

"Immediate Family" means, with respect to any Person, his or her spouse, descendants, parents, brothers, sisters and the descendants of brothers and sisters.

"Initial Capital Contribution" means, with respect to a Member, the Capital Contributions made by such Member on the date hereof pursuant to Section 2.1 hereof and reflected on Exhibit A hereto.

"LLC" means the limited liability company governed by this Agreement as said limited liability company may from time to time be constituted and amended.

"LLC Interest" means, with respect to each Member, the percentage set forth in Exhibit A hereto, as amended from time to time.

"Member Nonrecourse Deductions" shall have the same meaning as Partner Nonrecourse Deductions set forth in Section 1.704-2(i)(2) of the Regulations.

"Minimum Gain" means the amount of taxable gain (whether taxable as ordinary income or capital gains) which would be recognized by the LLC if the Nonrecourse Debt of the LLC were foreclosed upon and the LLC's property securing such debt were transferred to the creditor holding such debt obligations in satisfaction thereof.

"Nonrecourse Debt" means debt of the LLC as to which no Member is personally liable, as determined under Section 752 of the Code, as amended.

"Nonrecourse Deductions" shall have the meaning set forth in Section 1.704-2(b)(1) and (c) of the Regulations.

"Out-of-Pocket Expenses" shall mean necessary LLC business expenses which are paid by Members on a non pro rata basis and which were never intended nor agreed to be loans.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Priority Distribution" means, with respect to any Member, distributions to such Member made pursuant to Section 7.2(1)(viii) and Section 7.3 with reference to Section 7.2()a)(viii).

"Priority Distribution Base" means, with respect to any Member, an amount equal to (a) the amount of such Member's Capital Contribution less (b) any Priority Distributions made to such Member.

"Rate of Return" means an annual return equal to 2% above the Base Rate.

"Substituted Member" means any Person admitted to the LLC as a Member under the provisions of Section 5.1 and 5.2 hereof.

"Withdrawal" (including the terms "Withdraw", "Withdrawing", or "Withdrawn") means as to the Members, the occurrence of such Member's death, retirement, resignation, expulsion, bankruptcy, dissolution, disability, incapacity, adjudication of insanity or incompetence, or any other voluntary or involuntary withdrawal from the LLC for any reason, provided, however, that a sale of an interest in a Member shall not constitute a Withdrawal. Involuntary Withdrawal shall occur whenever a Member may no longer continue as a Member by law or pursuant to any terms of this Agreement.

ARTICLE XI

Resolution of Disputes

Section 11.1. Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the performance thereof shall be submitted to, and determined by, arbitration if good faith negotiations among the parties do not resolve such claim, dispute or other matter within 60 days. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the "Rule"), insofar as such Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. Each party shall appoint an arbitrator, and those party-appointed arbitrators shall appoint a third neutral arbitrator within 10 days. If the party-appointed arbitrators fail to appoint a third, neutral arbitrator within 10 days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. A determination by a majority of the panel shall be binding.

(b) Reasonable discovery shall be allowed in arbitration.

(c) All proceedings before the arbitrators shall be held in Georgetown, Delaware. The governing law shall be as specified in Section 9.6.

(d) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators, except as provided for in Article IX.

(e) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

IN WITNESS WHEREOF, by their hands and seals, the Members acknowledge that this Agreement is their act, and further acknowledge under penalty of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects and that they have executed this Agreement this 27 day of Dec., 2008.

Seashore Highway Associates LLC

WITNESS:

MEMBERS:

By: _____ (SEAL)
Dale J. Lomas

By: _____ (SEAL)
Michael Subrick

Seashore Highway Associates LLC
EXHIBIT A

Member Name & Address	Capital Contributions	Percentage of Interest
Dale J. Lomas		50%
Michael Subrick		50%

EXHIBIT B

100 YEARS OF SUPERIOR SERVICE

664 Churchmans Road, Newark, Delaware 19702
P.O. Box 15004, Wilmington, Delaware 19850

Mr. Dale Lomas & Mr. Michael Sudnick
Seashore Highway Associates, LLC
c/o Atlantic Liquors, Unit 1
19108 Coastal Highway
Rehoboth Beach, DE 19971

ENCLOSED IS IMPORTANT INFORMATION FROM THE PUBLIC SERVICE COMMISSION THAT AFFECTS YOUR RIGHTS REGARDING WATER SERVICE

YOU SHOULD READ THIS NOTICE CAREFULLY

Public records list you as a landowner of the property with the following tax map parcel identification number(s): 3-34 4.00 37.00 and 3-34 4.00 37.04.

Within thirty-five (35) days, Artesian Water Company, Inc. plans to file an application with the Delaware Public Service Commission requesting a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a new territory described as Route 9 Area. These properties are located approximately one mile from our existing water main located on Hudson Road. Water service can be provided through a water main extension.

Artesian Water Company, Inc. has included your property in the territory it intends to serve. Artesian Water Company, Inc. is unable to estimate when it will provide water service to Route 9 Area.

IF YOU DO NOT TAKE ANY ACTION NOW, YOU MAY LOSE YOUR CHOICE OF WHO CAN PROVIDE WATER SERVICE TO YOUR PROPERTY AND WHETHER YOU CAN OBTAIN A WELL PERMIT.

1) You may choose to be included in the utility's proposed service territory. If you signed a petition for water service asking to be included in the utility's proposed service territory, or, if you did not sign a petition for water service but want to be included, you do not have to take any action.

2) You have the right to "opt-out" of the utility's proposed service territory. If you "opt-out", your property will not be included in the utility's service territory. You can do this even though others in the Route 9 Area might desire water service from the utility. You should understand that being included in a utility's service territory does not mean that public water service will be immediately available to your property or that, when available, you will be required to hook-up to the public water system. However, if your property is included in the utility's water service territory, and later the water from the well providing your drinking water cannot be used, the Department of Natural Resources and Environmental Control might deny you a permit for a new well if public water is available to your property. On the other hand, if you elect to "opt-out" of the utility's service territory, but later change your mind and decide to connect to the utility's public water system, you could be charged additional fees.

3) You may object to the Public Service Commission granting a Certificate for the Route 9 Area. For example, you may object that the water utility does not have the legal right to serve the territory. You should review the law about what a utility must provide in order to obtain a Certificate (contact the Public Service Commission to obtain a copy of the law). If you file such an objection, you will need to tell the Public Service Commission why the utility should not receive the Certificate. Please note that an objection will not remove your property from a proposed service territory. To remove your property from the service territory, you must request to "opt-out."

Attached to this letter is a form which allows you (and other owners of the property) to exercise your options. You have seventy-five (75) days from your receipt of this notice to file your objection with the Commission. Although you may exercise your right to "opt-out" of the utility's service territory at any time before the Certificate is granted, if you choose to opt-out, it is requested that you complete the form and

return it to the Public Service Commission at the address listed below within seventy-five (75) days from the date you receive this notice:

Delaware Public Service Commission 861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

If you want to "opt-out" or object, you must send the completed form to the Public Service Commission, even if you already informed the utility of your intent to "opt-out" or object.

If you have any questions, comments or concerns, please contact the Public Service Commission at (302) 736-7500 (in Delaware, call 800-282-8574).

PROPERTY OWNEROPT-OUT/OBJECT FORM

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Delaware Public Service Commission:

I/We are the recorded property owner(s), according to current tax records, for the following property/properties: 3-34 4.00 37.00 and 3-34 4.00 37.04

We received a notice from Artesian Water Company, Inc. that it plans to file an application with the Delaware Public Service Commission for a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a proposed service territory described by Artesian Water Company, Inc. as Route 9 Area (hereafter, "Proposed Service Territory").

_____ As permitted by applicable law, I hereby opt-out of Artesian Water Company, Inc.'s proposed service territory. I understand that by opting out of the Proposed Service Territory, I may be charged additional fees if I later change my mind and choose to be included in the Proposed Service Territory and receive water service from Artesian Water Company, Inc.

_____ I hereby object to the Artesian Water Company, Inc.'s application for the Certificate of Public Convenience and Necessity. I understand that by objecting to the Artesian Water Company, Inc.'s application I am not merely objecting to being included in the Proposed Service Territory (in which case, I may merely opt out as permitted by electing to opt out above), but rather am objecting to the Commission authorizing Artesian Water Company, Inc. to provide water service to *any territory* within the Proposed Service Territory, including, but not limited to, my own property. The basis of my objection is as follows:

_____

_____

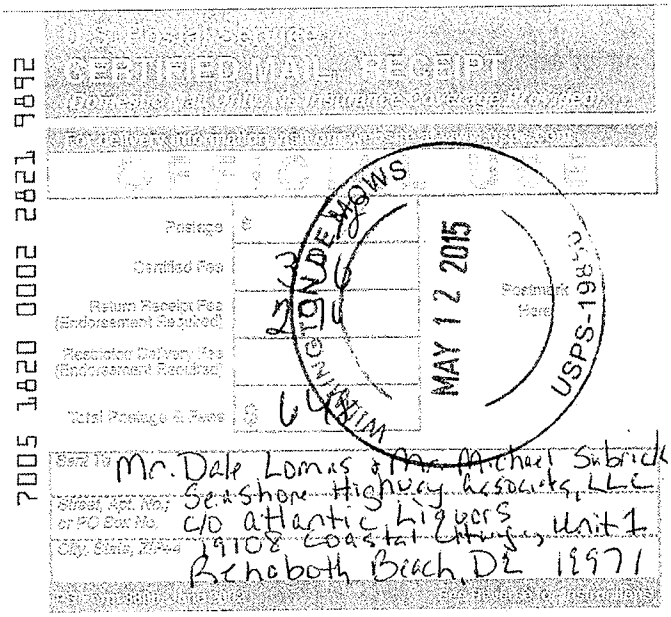
_____

Property Owner(s): *[Property Owner Name]* _____

[Property Owner Address] _____

_____

Owner's Signature: _____ Date: _____


7005 1820 0002 2821 9892
U.S. Postal Service
CERTIFIED MAIL RECEIPT
Postage
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees
MAY 12 2015
USPS-19
Sent To
Mr. Dale Lomas & Mr. Michael Subrick
Street, Apt. No.; or PO Box No.
Seashore Highway Associates, LLC
c/o Atlantic Highers
City, State, ZIP+4
19108 Coastal Highway, Unit 1
Rehoboth Beach, DE 19971

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Dale Lomas - Mr. Michael Subrick
Seashore Highway Associates, LLC
c/o Atlantic Liquors
19108 Coastal Highway, Unit 1
Rehoboth Beach, DE 19971

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

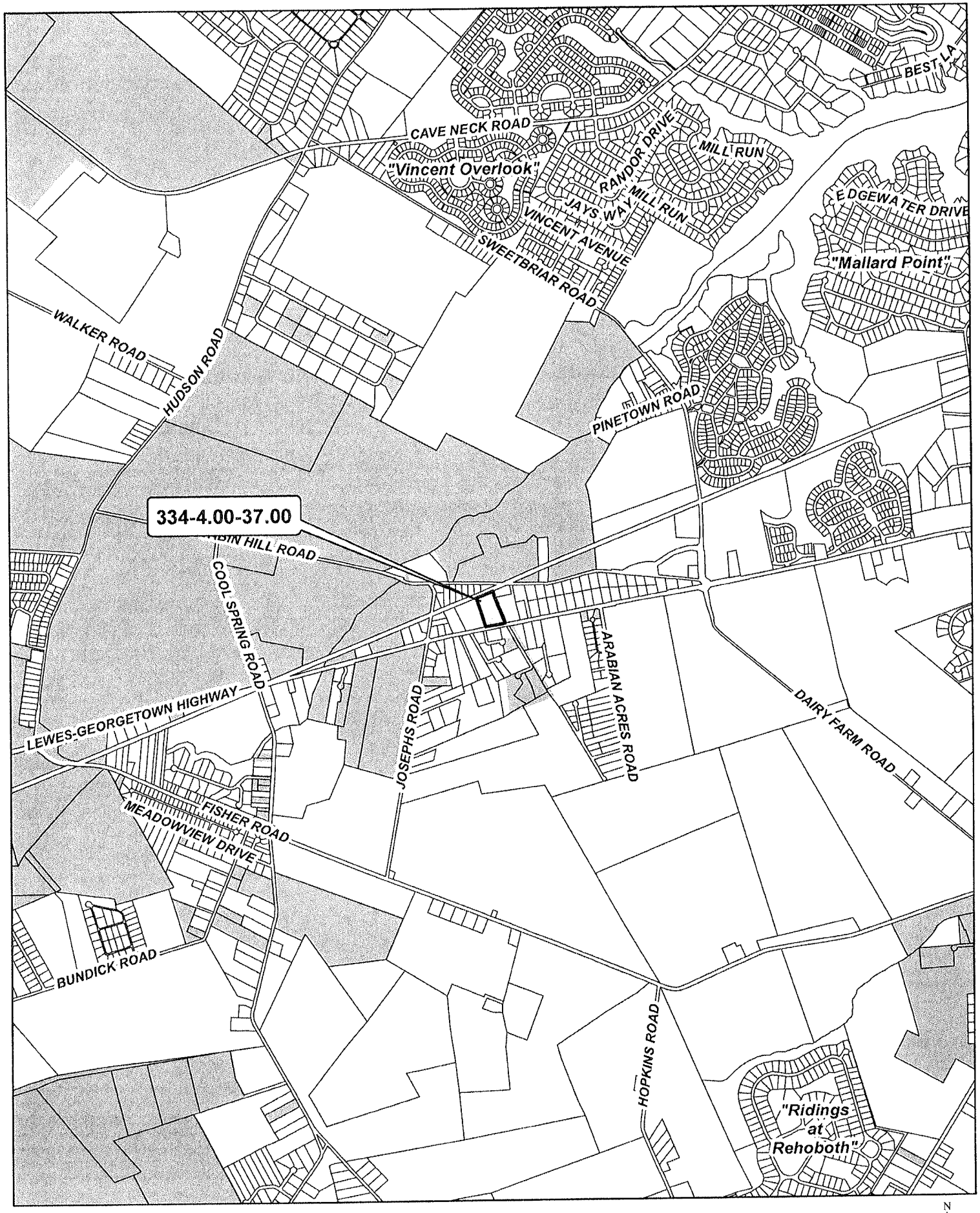
2. Article Number
(Transfer from service label) 7005 1820 0002 2821 9892

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT C

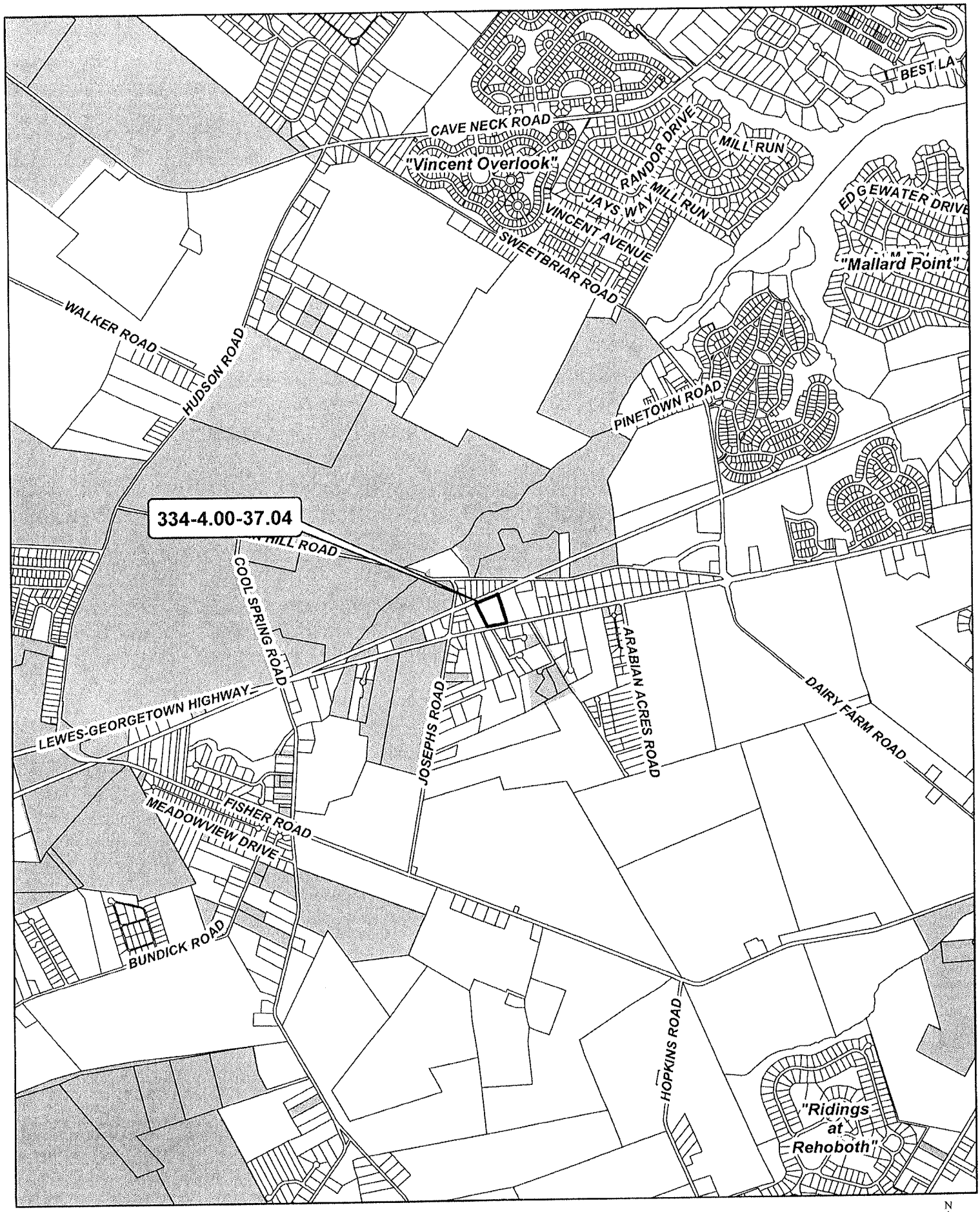
ARTESIAN WATER COMPANY, INC.
Seashore Highway
Proposed Parcels Included in CPCN Application

PARCEL ID	OWNER NAME	MAILING ADDRESS				PROPERTY ADDRESS
		STREET	CITY	STATE	ZIP	
3-34-4.00-37.00	Seashore Highway Aqssociates, LLC	19108 Coastal Highway	Rehobeth	DE	19971	N/RT 9 1000' E/RD 281
3-34-4.00-37.04	Seashore Highway Aqssociates, LLC	19108 Coastal Highway	Rehobeth	DE	19971	N/RT 18 S/PENN CENTRAL



TP3344003700.mxd

Tax Parcel - 334-4.00-37.00



TP3344003704.mxd

Tax Parcel - 334-4.00-37.04

N
W E
S

EXHIBIT D

Certification of Landowner Information Accuracy

I certify that I received appropriate tax or land documents which verify that the individuals in this Application are either landowners of record or agents authorized to act on behalf of entities that control the parcel(s) included in this CPCN Application. I certify that the petitions to provide water service to parcel(s) noted in this Application have been signed by landowners or by dually authorized agents.

David L. Valcarenghi

David L. Valcarenghi