

CITATION

CASTEX DEVELOPMENT LLC

PLAINTIFF

VS.

ANADARKO PETROLEUM CORPORATION ET AL

DEFENDANT

NO. C-050220

31st JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

TO: EXXONMOBIL OIL CORPORATION, THROUGH ITS REGISTERED AGENT FOR SERVICE
OF PROCESS: CORPORATION SERVICE COMPANY, 501 LOUISIANA AVENUE, BATON ROUGE,
LA 70802

YOU HAVE BEEN SUED.

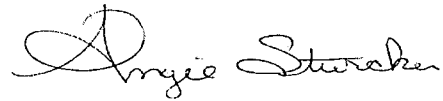
Attached to this citation is a certified copy of the petition.* The petition tells you what you are being sued for. You must EITHER do what the petition asks OR, within FIFTEEN (15) DAYS after you have received these documents, you must file an answer or other legal pleadings, in writing, in the office of the Clerk of this Court at the Court House, 300 State Street, Jennings, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within FIFTEEN (15) DAYS, a judgment may be entered against you without further notice.

This citation was issued by the Clerk of Court for Jefferson Davis Parish, on the 6th day of October, 2020.

ATTORNEY:

BY:



Deputy Clerk of Court

DAVID P BRUCHHAUS

ATTORNEY AT LAW

422 E COLLEGE ST, STE B

LAKE CHARLES, LA 70605

337-562-2327

Returned & Filed

, 20

DEPUTY CLERK

*Also attached are the following documents:

☐

INTERROGATORIES

☐

REQUEST FOR ADMISSION OF FACTS

☐

OTHER

ADDITIONAL INFORMATION

These documents mean you have been sued.

Legal assistance is advisable and you should contact a lawyer immediately.

JUDGES AND COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE.

DEFENDANT COPY

31st JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON DAVIS
STATE OF LOUISIANA

DOCKET NO. C-502-20

CASTEX DEVELOPMENT, LLC

VERSUS

ANADARKO PETROLEUM CORPORATION, ANADARKO US OFFSHORE,
LLC, BP AMERICA PRODUCTION COMPANY, CONOCOPHILLIPS
COMPANY, CROWN CENTRAL, LLC, EXXONMOBIL OIL CORPORATION,
FREEPORT-MCMORAN, INC., and OCCIDENTAL ENERGY COMPANY, INC.

FILED: 10/6/20 : Christy Pickle
DEPUTY CLERK OF COURT

PETITION FOR DAMAGES

Plaintiff, **CASTEX DEVELOPMENT, LLC**, respectfully petitions this Honorable Court for a judgment finding defendants liable for damages caused by defendants' oil and gas exploration and production and related activities that substantially harmed Plaintiff, Plaintiff's land, and Plaintiff's legal interests. Upon information and belief, Plaintiff makes the following allegations:

1.

Plaintiff is:

A. **CASTEX DEVELOPMENT, LLC**, a Louisiana limited liability company authorized to do and doing business in the State of Louisiana, with its domicile in Calcasieu Parish, Louisiana.

2.

Plaintiff owns and/or uses the following described property located in Jefferson Davis Parish, Louisiana:

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana;

LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 3 7 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

The above referenced, adjacent tracts of land (hereinafter collectively referred to as "plaintiff's property") has been contaminated or otherwise damaged by defendants' oil and gas exploration and production activities. It is the intent of the plaintiff herein to claim damages for any and all of the property that it owns or may own in Sections 17 and 18, Township 10 South, Range 2 West, Jefferson Davis Parish, Louisiana, and in Sections 13 and 39, Township 10 South, Range 3 West, Jefferson Davis Parish, Louisiana, regardless of whether said property is specifically described in this petition.

3.

Plaintiff is: (1) a lessor, assignee, or third-party beneficiary of certain mineral and/or surface leases between plaintiff and defendants, and/or (2) a successor in interest

to certain mineral and/or surface leases between plaintiff and defendants; and/or (3) the owner of property contaminated by the oil and gas activities conducted or controlled by one or more of the defendants; and/or (4) a successor in interest to, or the assign of, the owner of property contaminated by the oil and gas activities conducted or controlled by one or more of the defendants; and/or (5) a servitude owner who has the right to sue for remediation damages under the Mineral Code; and/or (6) a party who possesses the right of action to file this lawsuit under Louisiana law.

4.

Made defendants herein are the following parties:

- A. **ANADARKO PETROLEUM CORPORATION**, a foreign business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816. Anadarko Petroleum Corporation is named as successor to **Delta Drilling Company**.
- B. **ANADARKO US OFFSHORE, LLC**, a foreign limited liability company authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816. Anadarko US Offshore, LLC is named as successor to **Delta Drilling Company**.
- C. **BP AMERICA PRODUCTION COMPANY**, a foreign business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816. BP America Production Company is named as successor to **Midwest Oil Corporation** and **Amoco Production Company**.
- D. **CONOCOPHILLIPS COMPANY**, a foreign business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: United States Corporation Company, 501 Louisiana Avenue, Baton Rouge, LA 70802. ConocoPhillips Company is named as successor to **Continental Oil Company**.
- E. **CROWN CENTRAL, LLC**, a foreign limited liability company authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent: Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802. Crown Central, LLC is named as successor to **Crown Central Petroleum Corporation**.
- F. **EXXONMOBIL OIL CORPORATION**, a foreign business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802. ExxonMobil Oil Corporation is named as successor to **General Crude Oil Company**.
- G. **FREEPORT-MCMORAN, INC.**, a foreign business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: Registered Agent Solutions, Inc., 3867 Plaza Tower Drive, 1st Floor, Baton Rouge, LA 70816.

Freeport-McMoran, Inc. is named as successor to **The Stone Petroleum Corporation**.

H. **OCCIDENTAL ENERGY COMPANY, INC.**, a Louisiana business corporation authorized to do business and doing business in the State of Louisiana, which may be served through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

5.

The property described in paragraph 2 above is believed to be contaminated by the defendants' oil and gas exploration and production activities. Defendants either caused this contamination, or are otherwise legally responsible for this contamination. Defendants' activities include the operation or construction of various oil and gas facilities, including but not limited to, pits, wells, sumps, pipelines, flowlines, tank batteries, wellheads, measuring facilities, separators, and injection facilities.

Specifically, defendants are liable for damage resulting from the operation of the wells in the West Mermentau Field which are identified on or in the attached exhibits, as well as the operation of other equipment and facilities related thereto. The following exhibits are attached to this Petition for Damages and incorporated herein for all purposes:

Exhibit A: Tax assessor GIS map showing the location of plaintiff's Property and SONRIS map showing the location of plaintiff's Property and the approximate location of the various wells drilled thereon;

Exhibit B: Historical aerial photographs which show the location of plaintiff's Property and the location of at least some of the pits and oil and gas facilities located thereon or in close proximity thereto;

Exhibit C: Operator History which shows, as to each known well located on or near the Property: (a) the well serial number; (b) the well name; (c) the past and current operators of record of the well; (d) the dates of operation of the well; and (e) the current status of the well; and

Exhibit D: All known mineral leases, assignments, conveyances, deeds, judgments of possession, and/or other material agreements or legal instruments which affect the Property and which can be found in the public records.

In summary, the above information identifies the wells at issue in this lawsuit by well serial number, describes the location of these wells, and the relationship of the defendants to the wells, the property. Defendants and entities or individuals, who are not parties to this lawsuit, may be in possession of documentation evidencing leases,

assignments, joint operating agreements, unit of pooling agreements, farmout agreements, or other contracts that are not part of the public record.

6.

Defendants conducted, directed, controlled or participated in various oil and gas exploration and production activities on the plaintiff's property as operators, and mineral or surface lessees, and/or mineral or surface lease assignees, and/or mineral sublessees, and/or servitude, executive interest or other mineral interest or other mineral interest owners, and/or personal or predial servitude owners.

7.

Since at least the 1930's, defendants have known that the disposal of oilfield wastes in unlined earthen pits inevitably results in seepage, which contaminates both surface and subsurface soils and waters. Plaintiff has suffered damages resulting from the improper disposal of oilfield wastes in unlined earthen pits, which were constructed by the defendants on or near the property during the course of oil and gas exploration and production activities. The oilfield wastes deposited in these pits include (but are not limited to) such substances as naturally occurring radioactive material ("NORM"), produced water, drilling fluids, chlorides, hydrocarbons, and heavy metals. Also, leaks, spills, and other surface and subsurface discharges of these and other substances from wells, pipelines, tank batteries, gas plants and other equipment or facilities have further polluted the surface and subsurface of plaintiff's property.

8.

NORM contains, *inter alia*, Radium²²⁶ and Radium²²⁸, which are very hazardous and toxic substances. Though these substances are "naturally occurring" at the depths from which oil and gas are produced, they become concentrated when brought to the surface during oil and gas production operations, where their presence can cause serious health related problems. Under Louisiana law, property contaminated with NORM cannot be transferred for unrestricted use.

9.

Produced water is a hazardous brew of various hydrocarbon compounds, metals, salt and radioactive substances. Studies of the chemical constituents of Louisiana produced water have revealed that all produced water discharges contain excess amounts

of salt (up to 193 parts per thousand salt of 19.3%), and also contain volatile hydrocarbon compounds (including benzene, toluene, xylene and ethyl benzene), Polynuclear Aromatic Hydrocarbons ("PAHs or semi-volatiles) (including naphthalene, fluorine and phenanthrene), toxic heavy metals (including chromium, lead, mercury, arsenic, barium and zinc) and radium²²⁶ and radium²²⁸. All of these substances bioaccumulate and are acutely toxic to aquatic organisms at varying concentrations. Some of these substances (such as benzene and radium²²⁶) have long been identified as human carcinogens.

10.

Drilling fluids are also highly toxic and hazardous. These fluids contain metals such as chromium, barium, and arsenic, as well as oil and other hydrocarbon fractions. Drilling fluids also contain toxic additives such as bactericides, slimicides, and acids. Further, drilling fluids have been demonstrated to be acutely toxic to aquatic organisms. In fact, a 1982 American Petroleum Institute Study documented the uptake of toxic heavy metals by plants near drilling mud pits.

11.

Other toxic and hazardous substances used by defendants in their day to day exploration and production activities include mercury, lead based compounds, chromium based algicides, hydrochloric acid, caustic soda, and various corrosion inhibitors.

12.

Defendants knew or should have known that their day to day operation would cause the soil surface waters and groundwater of plaintiff's property to be contaminated with the substances described in paragraphs 7 through 11 above. Rather than remove these substances during and after oil and gas exploration and production activities, defendants chose to conceal and cover up their contamination. This concealment and cover up was routine practice and has continued to date. The defendants' failure to responsibly and timely remove or remediate this toxic pollution in the soils and groundwater of plaintiff's property has allowed the pollution to migrate and spread. Defendants' pollution has now permanently damaged the drinking water and other aquifers underlying the subject properties.

13.

Defendants knew for many years that they were disposing, storing, discharging, and otherwise releasing toxic poisons and pollutants onto and into the ground, groundwater, and surface waters on or near plaintiff's property. Yet, defendants failed to inform or warn plaintiff concerning the extent, nature, cause and origin of this pollution. Defendants at no time warned or informed the plaintiff that their disposal and discharge activities were hazardous to persons and property. Defendants knew and failed to disclose to plaintiff that their wastes would not degrade or break down in the environment in the foreseeable future and that their presence in the subsurface would constitute an ongoing and continuing source of pollution and environmental damage for generations.

14.

Plaintiff did not have actual or constructive knowledge of the pollution described in this petition until less than a year prior to the filing of this suit. Plaintiff did not have knowledge of the defendants' fault, negligence, and breach of contract until less than a year prior to the filing of this suit. Plaintiff did not have knowledge of the causal connection between the defendants' fault, negligence and breach of contract and the pollution at issue until less than a year prior to the filing of this suit. Alternatively, defendants have engaged in acts that effectually have prevented plaintiff from availing themselves of the causes of action alleged herein. These acts include fraud and misrepresentation intentionally committed by defendants (or their representatives) designed to hinder, impede or prevent plaintiff from asserting their causes of action or to lull plaintiff into a false sense of security. Such acts of fraud and misrepresentation specifically include: (1) burying, hiding or actively concealing pollution; (2) failing to inform plaintiff that unlined earthen pits on their property seeped and leaked; (3) failing to inform plaintiff that the use of unlined pits that seep and leak violate state regulation; (4) failing to inform plaintiff that the failure to remove or remediate contamination caused by unlined earthen pits violates state regulation; (5) failing to inform plaintiff that pollution that migrates out of the confines of an unlined earthen pit will continue to migrate, spread and cause further damage to their property; (6) failing to inform plaintiff of the hazardous and toxic nature of the oilfield pollution on their property; and, (7) failing to inform the plaintiff that the oilfield practices followed by defendants would result in pollution and property damage. Due to defendants' concealment of the

hazardous and toxic contamination that they deposited on plaintiff's lands, and the role they played in causing this contamination, plaintiff was denied access to the knowledge and facts needed to bring the claims alleged in this petition.

15.

Defendants' conduct constitutes negligence, which gives rise to liability under the provisions of La. Civ. Code art. 2315. Defendants knew or should have known that their conduct would cause property and other damages to plaintiff. Defendants had a duty to protect plaintiff and plaintiff's property from the effects of the contamination and pollution described herein. Defendants' violation of this duty proximately caused the damages described below. Further, as the defendants acquired knowledge that unlined pits would leak, and that the contamination left on plaintiffs' lands would continue to spread and migrate, defendants had the obligation to return to plaintiff's lands to remediate the source or sources of the contamination, to stop the spread of the contamination, and to warn the plaintiff that its land was contaminated. Defendants violated their own company policies and industry practice and custom, did not comply with the standards of conduct required in the leases and other contracts applicable to the subject property, and failed to comply with the applicable state regulation. Defendants are guilty of tortious conduct under private law by virtue of their violations of statewide and field-wide orders and regulations.

16.

Defendants acquired other corporations or other legal entities by merger, acquisition, or otherwise, or otherwise assumed obligations under applicable leases or contracts, and had a duty to remedy the past wrongs of those parties for whose fault or obligations they are legally responsible. To the extent that any defendant acquired the business or assets of a predecessor without a formal merger, said defendant is liable under the continuation doctrine of Louisiana law. In addition to their express or implied assumption of contractual obligations owed to plaintiff, defendants are liable to plaintiff under the provisions of Section 324A of the Restatement 2d, as interpreted by Louisiana jurisprudence. Under Section 324A, defendants assumed duties owed by others to the plaintiff to protect plaintiff and its property from contamination and harm.

17.

Defendants are also guilty of a continuing tort and a continuing trespass. Defendants' acts or omissions, and its continuing unlawful conduct, have caused successive damages or an ongoing and cumulatively increasing deterioration of plaintiff's property. The pollution caused by the defendants continues to migrate. The cause of the increasing damages to plaintiff's land is the continuing failure of defendants to remove their pollution from the property. The cause of the damages suffered by plaintiff is thus is a continuous cause giving rise to successive damages. Further, with regard to the contractual liability of the defendants, the express remediation obligation of any leases at issue, and covenants implied in any leases at issue, impose continuing remediation obligations on the lessees.

18.

Defendants are liable for the tortious breach of the contracts sued upon in this petition. These contracts may include mineral and surface leases, servitude agreements, assignments, mineral and surface subleases, right of way agreements, joint operating agreements, unit agreements, working interest agreements, use agreements, farmout agreements, and unit or pooling agreements.

19.

Defendants are also liable to plaintiff under La. Civ. Code art. 667 of the Civil Code for the damages caused by their storage, discharge, and disposal of toxic and hazardous and toxic oil field waste on or adjacent to plaintiff's property. La. Civ. Code art. 667 was amended by Act 1 of 1996, effective April 16, 1996. To the extent that any defendants are deemed a "proprietor" within the meaning of La. Civ. Code art. 667, said defendants are strictly liable to plaintiff under La. Civ. Code art. 667 for damages sustained by the plaintiff before April 16, 1996. Plaintiff's claims under Article 667 for damages occurring on or after April 16, 1996, are governed by the amended version of Civil Code article 667. Furthermore, defendants are strictly liable to plaintiff under the provisions of La. Civ. Code articles 2317 and 2322. At all times pertinent hereto, defendants had *garde* of the facilities and equipment that caused the pollution described herein. If defendants participated in the above described oil and gas operations by the acquisition of working interests, defendants had sufficient control to constitute *garde* under the provisions of La. Civ. Code art. 2317. On information and belief, the Joint

Operating Agreements or unit agreements that governed the conduct of the oil and gas activities of the defendants show that the working interest owners or other participants in such agreements: (1) had the right to control operations conducted pursuant to the agreements; and, (2) held proportional ownership interests in the facilities and equipment which caused the pollution complained of herein. Such ownership gives rise to a presumption of *garde*. The acquisition of any leasehold or other ownership interest gives rise to a presumption of *garde*.

20.

Defendants' conduct of its oil and gas exploration and production activities and the associated discharge, disposal or storage of oil field waste on plaintiff's property have created a continuing, ongoing and damaging nuisance to plaintiff and plaintiff's property. Further, the continued presence of oilfield wastes on the plaintiff's lands constitutes a continuing trespass. The continuous and ongoing migration of this oil field waste is causing new and ever increasing damage to plaintiff's property, and such damage will continue until such time as these wastes are removed and remediated.

21.

Defendants' conduct as described above constitutes a breach of the oil, gas, and mineral leases, surface leases, servitude agreements and other applicable contracts that covered the oil and gas activities described above.

22.

Plaintiff herein brings suit under the mineral and surface leases and use agreements that apply to the property at issue in this case. To the extent that the law does not accord plaintiff the right to sue as lessor (or as the assignee or successor of the lessor) under the applicable mineral leases or surface leases, plaintiff asserts claims as third party beneficiary for damages for breach of said mineral leases or surface leases. Defendants have a contractual obligation under the applicable oil, gas, and mineral leases, and under the applicable surface or predial leases, and under La. Civ. Code arts. 2683, 2686, and 2692, to restore plaintiff's property to its original condition. Defendants have failed to satisfy these obligations. Plaintiff's property has been impacted by defendants' use of said property under the applicable mineral and surface leases, and such property has not been restored to its original condition. For the breach of these oil, gas, mineral leases,

and surface leases, the defendant is liable to plaintiff for foreseeable and consequential damages occasioned by their failure to perform, as well as the cost of these proceedings and reasonable attorneys' fees to the extent such fees are allowed by contract or applicable law, such as La. R.S. 30:29. Further, plaintiff claims damages for the violation of any personal servitude of use applicable to the property in accordance with the provisions of La. C.C. arts. 576, 577, and 645.

23.

Further, plaintiff alleges that it is a third part beneficiary of the assignments, subleases or other oilfield conveyancing instruments or contracts by which defendants acquired an interest in the oilfield equipment, wells, and facilities at issue. As such, plaintiff is entitled to sue defendants for damages under said assignments, subleases, or other oilfield conveyancing instruments or contracts. Defendants breached the third party beneficiary obligations owed by them under the said assignments, subleases, or other oilfield conveyancing instruments.

24.

To the extent any defendants are an assignee or sublessee of the mineral leases at issue, said defendants are liable to plaintiff under the provisions of article 128 and 129 of the Mineral Code.

25.

If any of the mineral leases subject to this suit have not expired, the remediation of contamination on the property subject to said existing leases would not interfere with, or have any effect on, any ongoing mineral operations. Defendants have failed to maintain and restore the leased properties that are the subject of leases that are still in effect. This failure constitutes an active breach of said mineral leases. Further, upon information and belief, there are no leases at issue in this lawsuit that permit the lessee to postpone remediation of contaminated property until the end of the lease. Under the provisions of La. Civ. Code arts. 2683, 2686, and 2692, and applicable jurisprudence, defendants are obligated to remediate and restore the property at issue even though a mineral or surface lease may still be in effect.

26.

Defendants have also breached those standards imposed by the Louisiana Civil Code and the Louisiana Mineral Code governing the conduct of prudent operators. The lease provisions of the Louisiana Civil Code and the Louisiana Mineral Code require defendants to use plaintiff's property as a prudent administrator and to restore plaintiff's property to its original condition. Any implied obligations or covenants imposed on any lessee by the Civil Code or Mineral Code are binding on said lessee unless expressly renounced by the lease itself. Defendants have failed to act as prudent administrators, have failed to restore plaintiff's property to its original condition, and have failed to discharge their obligations under the Civil Code and the Mineral Code. As a result, plaintiff has suffered damages and is entitled to all remedies allowed under the Civil Code and Mineral Code.

27.

Plaintiff specifically alleges that defendants have violated the express and implied obligations of surface leases that apply to the property subject to this suit. Defendants' violation of these surface leases has caused damage to plaintiff. Under said surface leases, defendants have the obligation to maintain and restore the subject property. Plaintiff did not obtain knowledge that defendants violated the surface leases at issue until less than one year prior to the filing of this suit.

28.

Defendants negligently and excessively used the property at issue during mineral operations. This negligent and excessive use violates the implied obligations of lessees under the provisions of the Louisiana Mineral Code, including without limitation, La. R.S. 31:122. Because defendants operated negligently and excessively under the mineral lease(s) at issue, defendants are obligated to restore the property to its original pre-lease condition.

29.

Defendants' actions in knowingly disposing of toxic and hazardous materials onto plaintiffs' property, in failing to clean up said pollution and stop its further migration, in storing their pollution on plaintiff's properties, in allowing the migration of its pollution to offsite properties, in failing to properly maintain their facilities where these toxic and hazardous materials were transported, handled, stored and disposed of, and in egregiously

violating applicable environmental health and safety regulations and applicable field-wide orders, constitute wanton or reckless disregard for public safety in the storage, handling or transportation of hazardous or toxic substances. Defendants are therefore liable to plaintiff for punitive and exemplary damages. At all times pertinent hereto, defendants had actual possession or control of the toxic and hazardous substances described above. With regard to plaintiff's tort claims that arise under the provisions of former Civil Code article 2315.3, plaintiff's claims for punitive damages are limited to acts or omissions of defendants (or their predecessors or successors) that occurred during the period of applicability of article 2315.3.

In addition to the foregoing, plaintiff alleges that State order 29-B was applicable during the period of applicability of former Civil Code article 2315.3. 43 LA ADC Pt XIX, § 101, *et seq.* This regulation requires the proper closure of pits. Statewide order 29-B has been held to be retroactive to activities occurring before its adoption. *Cockerham v. Atlantic Richfield Co.*, 615 So.2d 547, 549 (La.App. 3 Cir. 1993). The violation of a regulatory duty can give rise to tort liability. A failure to comply with applicable regulation is evidence of unreasonable care. Galligan and Maraist, *Louisiana Tort Law* (Lexis 2004), § 6.07. Defendants' violation of their regulatory obligations under Statewide Order 29-B and other applicable regulations, and their failure to return to the field to clean up their contamination, support a cause of action in tort for punitive damages.

30.

Defendants' storage and disposal of the aforementioned toxic and hazardous substances constitutes an ultra hazardous activity for which defendants are strictly liable. This strict liability is based on acts and omissions occurring before the amendment to La. Civ. Code art. 667 in 1996. The amended version of La. Civ. Code art. 667 is applicable to the acts and omissions of defendants occurring on or after the effective date of the 1996 amendment.

31.

Further, for an undetermined length of time, the defendants have stored toxic pollution and waste in the groundwater and soils underlying the plaintiff's lands. Defendants have derived substantial economic benefits from this storage in that their use

of the subsurface of the plaintiff's lands has allowed defendants to avoid the substantial costs and expenses associated with the proper disposal of this toxic pollution and waste. Thus, plaintiff is entitled to the civil fruits derived from defendants' trespass, for La. Civ. Code art. 486 provides that a possessor in bad faith is liable for the "fruits he has gathered or their value subject to his claim for reimbursement of expenses." Alternatively, even if storage costs are not technically deemed "civil fruits," plaintiff is entitled to the economic value of said storage, or the value of the rental of said storage.

32.

To the extent that defendants own or owned mineral servitudes on the property, plaintiffs assert claims for remediation under the provisions of Article 22 of the Mineral Code (La. R.S. 30:22). Upon information and belief, such servitudes have been exercised. Defendants excessively used plaintiff's property subject to said servitudes. It was not "reasonably necessary" for defendants to use pits in the conduct of their operations. And it was not "reasonably necessary" for defendants to use those parts of the surface or subsurface of plaintiff's property located outside of the confines of the pits to store their wastes. Under Article 22, plaintiff is entitled to restoration of its property to original condition to the extent reasonably practicable at the earliest reasonable time. Plaintiff is entitled to this restoration remedy regardless of the fault or negligence of the servitude owner.

33.

Plaintiff is a third party beneficiary of the joint operating and unit agreements and other operating agreements pertaining to the property in this suit. As a third party beneficiary, plaintiff is entitled to claim damages arising from the breach of these agreements.

34.

As a direct result of the above described acts and omissions of the defendants, plaintiff has suffered damages to its property occasioned by the nuisance created by defendants. Plaintiff has also sustained damages occasioned by the diminution in the value of its property, including stigma damages. Further, in the alternative, and only if plaintiff has no other adequate remedy at law, defendants are liable for unjust enrichment

damages, as the defendants have been unjustly enriched by its unauthorized use of plaintiff's lands to store and dispose of toxic and hazardous contamination.

35.

Due to the activities of defendants in polluting the soils, groundwater and surface waters of the property of the plaintiff, and the continuing trespass of defendants resulting from the continued presence of contaminants in said soils, groundwater, and surface water, plaintiffs are entitled to a prohibitory and mandatory permanent injunction: (a) requiring that defendants remove the contaminants they have caused to be deposited in the groundwater and soils underlying plaintiff's lands, and (b) ordering the defendants to remove any contamination they have caused to be deposited in the groundwater and soils underlying the plaintiff's lands.

36.

Plaintiff is entitled to recovery of money damages equal to the cost to conduct a comprehensive and expedited environmental assessment of all present and yet unidentified pollution and contamination of its property.

37.

In summary, plaintiff has stated causes of action in tort and separate causes of action for breach of contract under the Mineral Code and Civil Code, and for breach of implied obligations under the Mineral Code and Civil Code, and for the violation of the provisions of the Civil Code and Mineral Code, and are entitled to the following damages:

- a. Sufficient funds to conduct a complete scientific analysis of the extent and nature of the contamination on its property associated with defendants' operation of waste pits, tank batteries, production and/or injection wells, pipelines, and other oil and gas related facilities and equipment;
- b. The cost to restore the property to its pre-polluted condition;
- c. Punitive or exemplary damages;
- d. An award of damages for defendants' unauthorized use of plaintiff's land to store and dispose of their wastes without consent, or compensation to plaintiff from time of placement to time of final removal;
- e. An award of stigma damages for diminution in property value before, during and after restoration;
- f. Any civil fruits derived from defendants' illegal trespass;
- g. Damages occasioned by the nuisance created by defendants, including loss of full use and enjoyment of plaintiff's property;

- h. Where appropriate, land loss and subsidence damages, and the cost of backfilling of canals and other excavations;
- i. Damages for loss of use of land and lost profits and income;
- j. Attorneys' fees and expenses under La. R.S. 30:29, or under any contract or applicable law that specifically provides for attorney fees and expenses; and
- k. Damages sustained as a result of defendants' failure to provide proper notification under article 2688.

38.

Defendants have not attempted to recover, handle, treat or dispose of any of the contamination at issue. It is expected that defendants will contend that natural attenuation is an acceptable method of remediating the contamination. The use of natural attenuation as a remediation method involves the storage of contamination at issue in the soils and groundwater underlying the property of the plaintiff for a period of time sufficient to allow natural processes to eliminate such contamination. Plaintiff specifically alleges that the property at issue cannot be feasibly remediated by means of natural attenuation. Thus, to the extent that natural attenuation is used, or will be used, as a remediation method to remediate the property at issue, plaintiff is entitled to reasonable compensation for the storage of waste on its property, including rental or economic value of said storage.

39.

Plaintiff affirmatively alleges that damages awarded by the court for remediation will be used to clean up the above described contamination. Specifically reserving any rights plaintiff may have to claim that Act 312 of 2006 is unconstitutional as applied, plaintiff shows that under La. R.S. 30:29 (enacted by Act 312 of 2006), the judgment funds awarded to plaintiff for remediation must be used, to the extent necessary, for the purpose of funding the most feasible plan adopted by the Court under the provisions of La. R.S. 30:29(C). Further, there is a valid reason to believe that any restoration award made by the court or the jury will be used to clean up the property. Plaintiff is entitled to sufficient damages to restore its property as near as possible to its original condition. Plaintiff has personal reasons for wishing to commit all sums awarded for remediation to clean up the affected property. However, even after the most feasible remediation possible is carried out, plaintiff's property will nonetheless remain stigmatized. Further,

to the extent plaintiff's land is in close proximity to defendants' pollution, this land has been stigmatized by the acts of the defendants.

40.

Plaintiff makes no claim under the Environmental Quality Act, La.Rev.Stat. 30:2001 et seq, which is inapplicable to the claims asserted herein. Plaintiff asserts only those private causes of action accorded to it under the Louisiana Constitution and laws of the State of Louisiana. Plaintiff has not pled, and will never at any time in the future plead, any claim or cause of action arising under federal law, and asserts no such claims herein. To the extent any state law claims are preempted by federal law (either expressly or implied), such claims are not alleged herein. Plaintiff herein expressly does not pursue any defendants or claims that have been discharged in bankruptcy, and if a party or parties has or intends to file for bankruptcy concerning any of the claims alleged herein, it is the express intention of plaintiff not to pursue those claims or party or parties in this action, even if such party or parties have been inadvertently named as a defendants above.

41.

The provisions of La. R.S. 30:29 apply to this action, and notice will be furnished to the Attorney General and to Louisiana Department of Natural Resources pursuant thereto.

42.

Plaintiff's claim damages for the evaluation, cleanup, and remediation of any contamination or pollution that impacts or threatens to impact groundwater, regardless of classification or depth of such groundwater, and regardless of whether said groundwater is usable or unusable. Plaintiff claims that it is entitled to restoration of any aquifers damaged by the pollution alleged herein.

43.

Plaintiff asserts that it has the right of action under La. R.S. 30:29, the Civil Code, and other applicable Louisiana statutory and jurisprudential law to seek cleanup of all of the environmental damage associated with its property, regardless of whether or not the source of said environmental damage is located on its property, and regardless of whether it owned its property at the time the damages occurred. Further, La. R.S. 30:29

contemplates that the feasible plan for remediation encompass all of the various plumes of contamination on its property, regardless of whether such plumes have migrated off of its property. To the extent that the execution of the “feasible plan” under La. R.S. 30:29 requires that remediation activities be performed on properties not owned or controlled by the plaintiff, the court has jurisdiction in this case to order that defendants perform these remediation activities, as plaintiff has a right of action under La. R.S. 30:29 to seek the implementation of the most feasible plan to protect the health, safety and welfare of the people. Further, Louisiana private law accords to a plaintiff landowner the right to seek remediation damages for the remediation of the property of a neighbor if the plaintiff landowner’s property cannot effectively be remediated without remediating his neighbor’s property. Plaintiff’s property cannot be effectively remediated unless the source of the contamination is removed and plaintiff is entitled to removal of the source of contamination even if such source happens to be located on the property of another.

44.

Defendants are liable to plaintiff under the provisions of Article 11 of the Mineral Code. Under Article 11 of the Mineral Code, the plaintiff as surface owner and defendants as owners of a mineral right (mineral lease or servitude) must exercise their respective rights with reasonable regard for those of the other. Defendants’ failure to maintain and remediate the property at issue constitutes a violation of the provisions of Article 11 of the Mineral Code. Defendants are strictly liable to plaintiff under the provisions of Article 11.

45.

Defendants’ breaches of the leases applicable to the plaintiff’s property were substantial in nature. Under article 2686 of the Civil Code, plaintiff is entitled to seek injunctive relief, dissolution and damages.

46.

All defendants are joint tortfeasors and are liable to plaintiff *in solido*.

47.

Plaintiff shows that article 2688 was enacted by Acts 2004, No. 821, § 1, effective January 1, 2005. This codal article obligates a lessee to notify his lessor without delay when the property leased has been damaged or requires repair. When article 2688

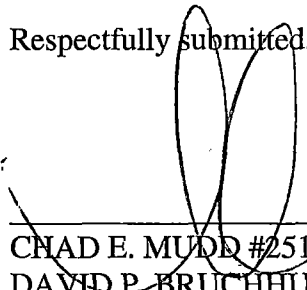
became effective, the lessee defendants had an obligation to notify plaintiff of the contamination on its property. No such notification was provided. Therefore, under the provisions of article 2688, plaintiff is entitled to the damages it sustained as a result of defendants' failure to provide proper notification. Article 2688 is applicable to the mineral leases at issue by virtue of Article 2 of the Mineral Code. The failure of defendants to provide the notification required by article 2688 constitutes an active and substantial breach of the applicable mineral and surface leases. In addition, the failure to provide the notice required by article 2688 constitutes a tortious breach of the applicable leases.

WHEREFORE, plaintiff, **CASTEX DEVELOPMENT, LLC**, prays that the defendants be cited to appear and answer this petition and that after due proceedings be had, that there be judgment entered herein as follows:

1. Awarding plaintiff all compensatory damages allowed by Louisiana law in an amount to be proven at trial, including payment of the costs to restore lands with identified pollution to its original unpolluted state, civil fruits resulting from defendants' illegal and bad faith trespass on plaintiff's lands, storage damages, and other property damages, and damages for loss of use and lost profits and lost income; and further, damages for land loss and subsidence and the cost of backfilling of canals and other excavations, where appropriate;
2. Awarding plaintiff punitive and exemplary damages;
3. Ordering defendants to pay plaintiff sufficient funds so that plaintiff may conduct a comprehensive and expedited environmental assessment of plaintiff's land to identify all hidden or not yet identified pollution;
4. Awarding plaintiff all costs of this suit and for legal interest therein for any amount awarded from the date of judicial demand until paid, and further awarding plaintiff judicial interest on all contract claims from the date of breach; and further awarding attorneys' fees where appropriate under the provisions of applicable law, including, but not limited to, La. R.S. 30:29;
5. Awarding plaintiff damages for diminution in property value before and after restoration, and stigma damages;
6. Ordering a mandatory and prohibitory injunction to restore plaintiff's property to its pre-contaminated condition and to prevent the migration and spread of toxic and hazardous substances onto plaintiff's property;
7. To the extent La. R.S. 30:29 applies, approving a feasible remediation plan under La. R.S. 30:29 that complies with all applicable state regulations, without variances therefrom, including Statewide order 29-B and state regulations requiring remediation of usable groundwater to drinking water standards;
8. To the extent La. R.S. 30:29 applies, approving a feasible remediation plan under La. R.S. 30:29 that protects the health, safety, and welfare of the people of Louisiana;

9. To the extent La. R.S. 30:29 applies, approving a feasible remediation plan under La. R.S. 30:29 that protects and replenishes the natural resources of the state;
10. Awarding all damages allowed under Subsection H of La. R.S. 30:29;
11. For all just and equitable relief, and for all relief appropriate and reasonable under the premises;
12. Awarding damages or other relief allowable under Louisiana law under any of the causes of action alleged in the petition;
13. Awarding damages for failure to provide proper notification under the provisions of article 2688;
14. Alternatively, for all appropriate unjust enrichment damages as provided by Louisiana law;
15. Trial by jury; and
16. Awarding plaintiff all costs attributable to producing that portion of the evidence that directly relates to the establishment of environmental damage, including, but not limited to, expert witness fees, environmental evaluation, investigation, and testing, the cost of developing a plan of remediation to comply with the injunctive relief awarded by the court, and reasonable attorneys' fees incurred in the trial court and the department.

Respectfully submitted,



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Attorneys for Plaintiff

SERVICE INSTRUCTIONS:

ANADARKO PETROLEUM CORPORATION, through its registered agent: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

ANADARKO US OFFSHORE, LLC, through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

BP AMERICA PRODUCTION COMPANY, through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

CONOCOPHILLIPS COMPANY, through its registered agent for service of process: United States Corporation Company, 501 Louisiana Avenue, Baton Rouge, LA 70802.

CROWN CENTRAL, LLC, through its registered agent: Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802.

EXXONMOBIL OIL CORPORATION, through its registered agent for service of process: Corporation Service Company, 501 Louisiana Avenue, Baton Rouge, LA 70802.

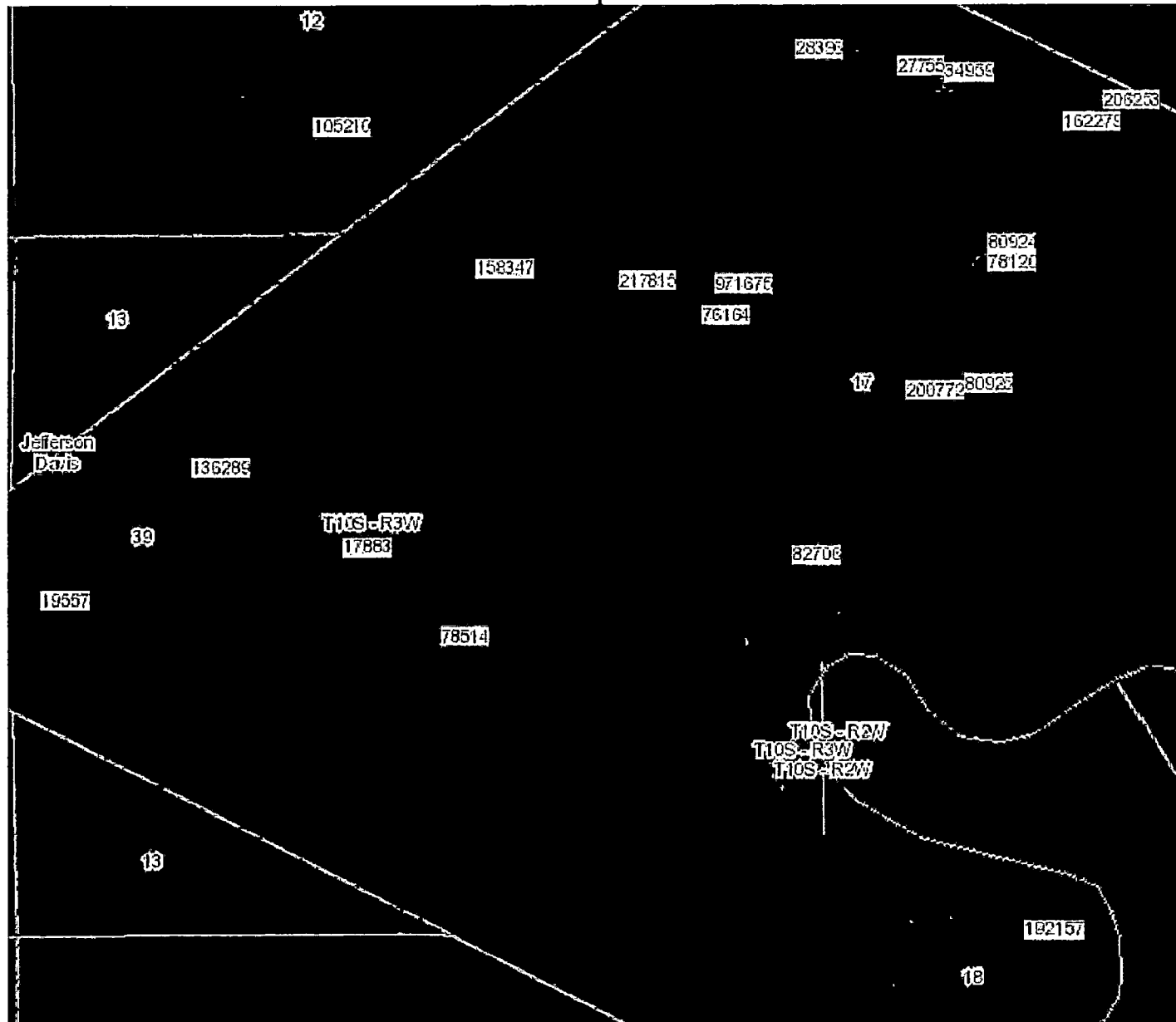
FREEPORT-MCMORAN, INC., through its registered agent for service of process: Registered Agent Solutions, Inc., 3867 Plaza Tower Drive, 1st Floor, Baton Rouge, LA 70816.

OCCIDENTAL ENERGY COMPANY, INC., through its registered agent for service of process: CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, LA 70816.

A TRUE COPY OF THE ORIGINAL
JENNINGS, LA 10/6/20
BY CLERK OF COURT *Christy Pickler*

RECEIVED
10/6/2020
JENNIFER A. HARRIS
JENNIFER A. HARRIS

SONRIS Map with Wells



4-9-40

CJY-7-31

EASTMAN TOPOGRAPHIC NITRATE

EASTMAN TOPOGRAPHIC NITRATE

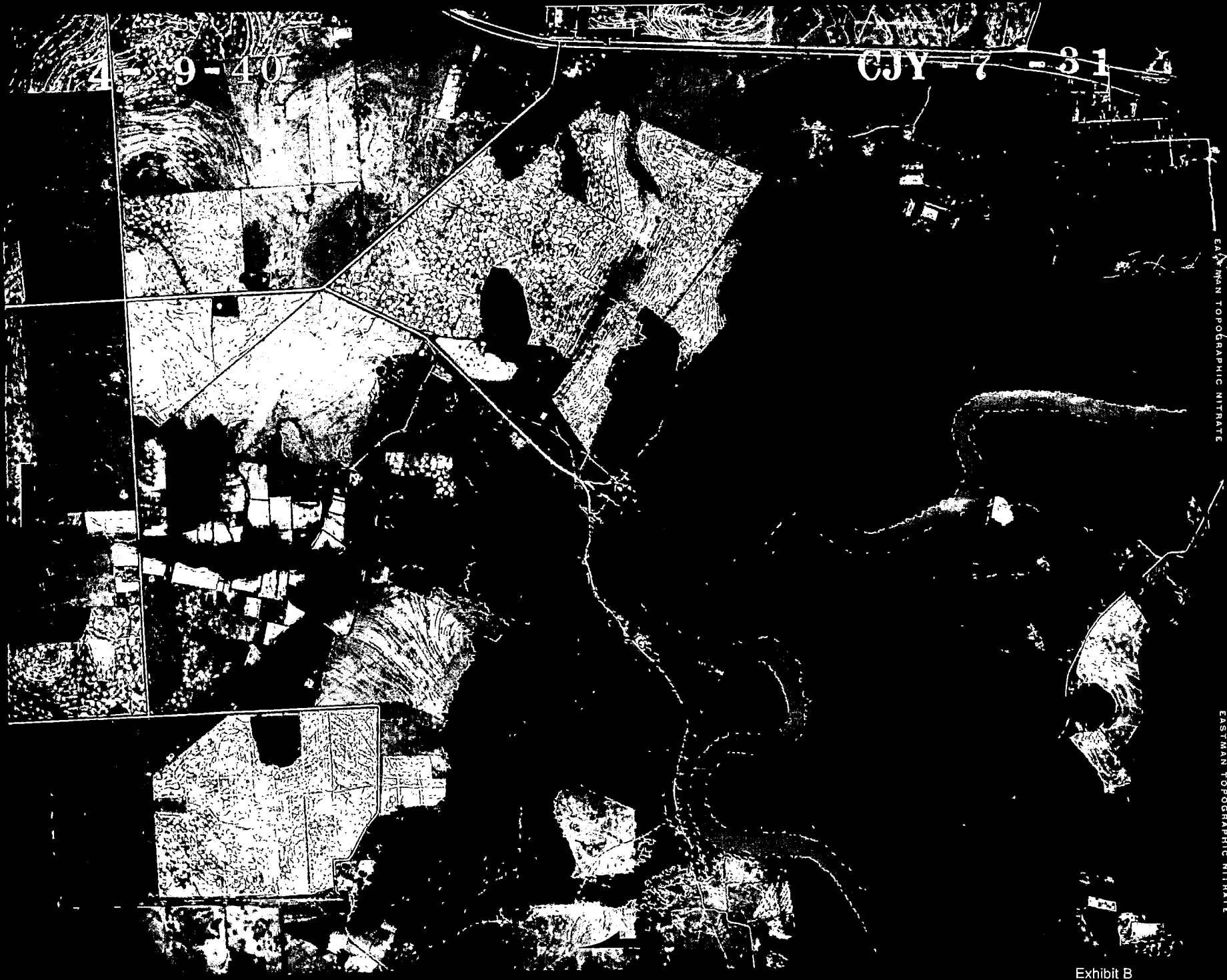


Exhibit B

Castex Development - Historical Aerials - 000001-000006



12-24-62

6JY-100-77



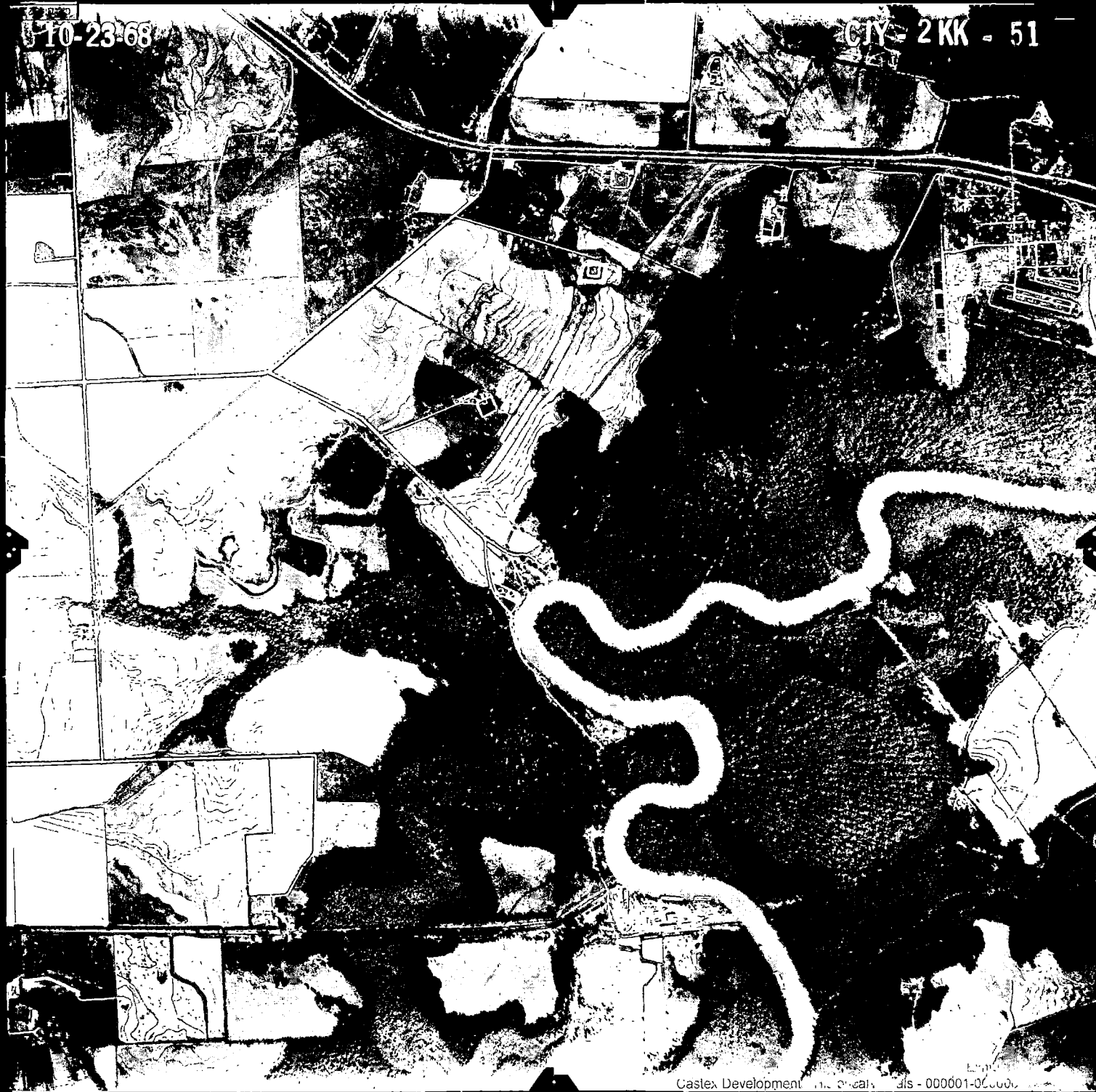
209.12MM

Exhibit B

Castro Development - Historical Aerials - 000001 000002

10-23-68

CTY- 2KK - 51



Castex Development Co., Inc. - 000001-000000



1996

Legend

Paradise St

Budget St

Broadway

1125

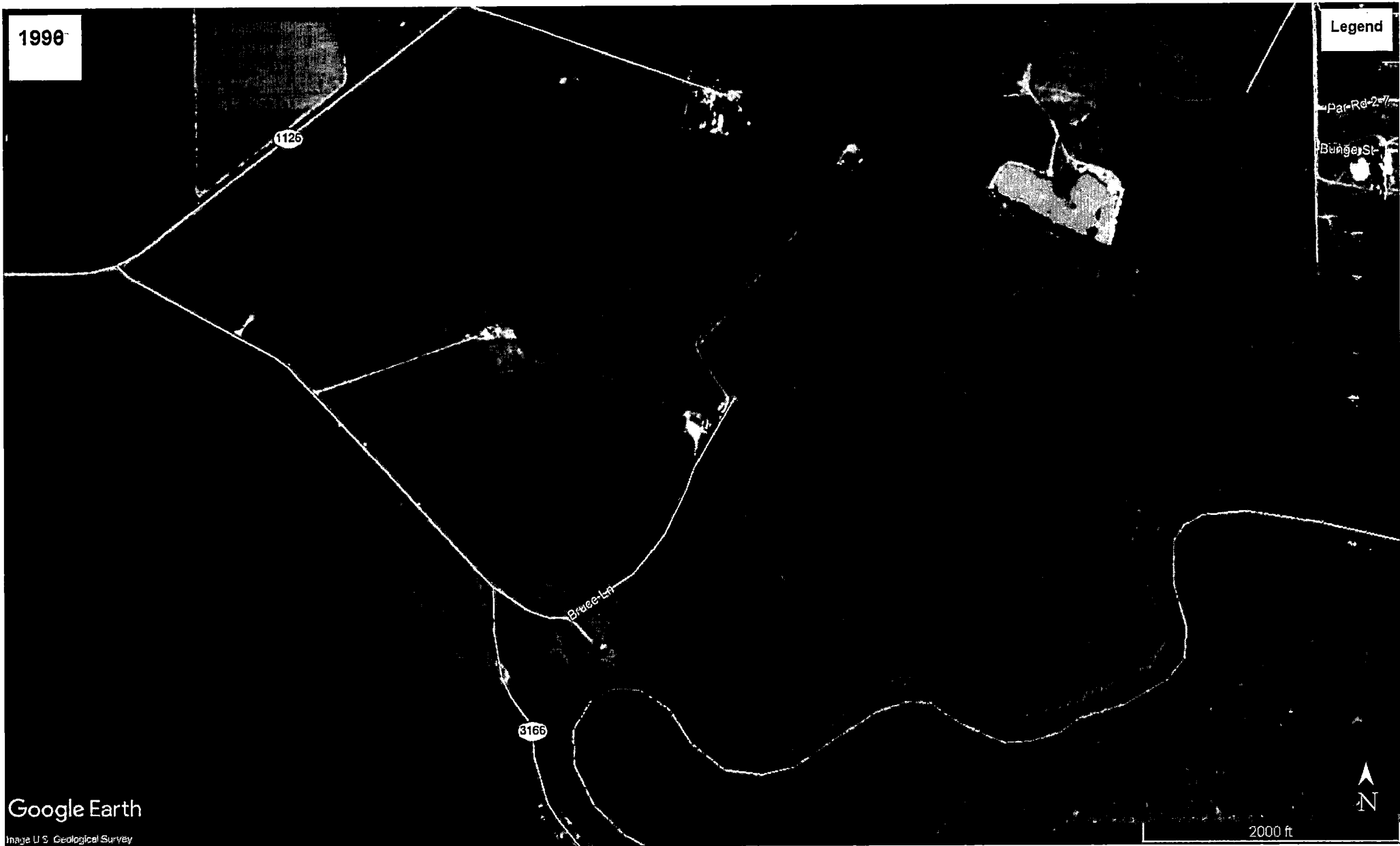
3166

Google Earth

Image U.S. Geological Survey

N

2000 ft



Operator History

Castex Development, LLC

Sections 17 and 18, Township 10 South, Range 2 West;
Sections 13 and 39, Township 10 South, Range 3 West

Jefferson Davis Parish

Created on
August 22, 2020

Jamie C. Gary

Property Description

That tract of property in Jefferson Davis Parish, Louisiana, with all improvements thereon, located and situated, which contains 1,125.35 acres, more or less, and the whole of said tract of land is more particularly described as follows, to-wit: (a) Section 39, Township 10 South, Range 3 West, La. Mer., except that portion lying in triangular form West of the East boundary line of Section 14 if extended through said Section 39; (b) Lot 2 of Fractional Section 13, Township 10 South, Range 3 West, La. Mer.; (c) Section 17 in Township 10 south, Range 2 West, La. Mer., less and except the 328 acres, more or less, of swamp timber land lying in the Eastern portion thereof which was sold by Jean. Castex and others to A.S. Alston & Co., on February 14, 1922, by deed recorded in Jefferson Davis Parish in Conveyance Book W, Page 515, and which is shown by a plat of survey made by E. J. Mead, C.E., dated on 1921; including the two tracts of prairie land along the North line of said swamp land, one of said tracts containing 16.5 acres, more or less, and the other 5.5 acres, more or less, which two tracts were not included in the aforesaid sale to A. S. Alston & Co.; and (d) Section 18, Township 10 South, Range West, La. Mer., lying between the southeast corner of the aforesaid Section 39 on the West and the Mermentau River on the East, all as per plat showing the above described property attached to Act No. 81759, by which Albert Sidney Johnson and Adolph C. Boudreaux acquired the said property from Jean Castex, Jr., and which act is recorded in Jefferson. Davis Parish, Louisiana;

LESS AND EXCEPT AND NOT INCLUDED in the aforesaid tract are those 10 acre parcels of property described as follows and designated as "First" and "Second", to-wit:

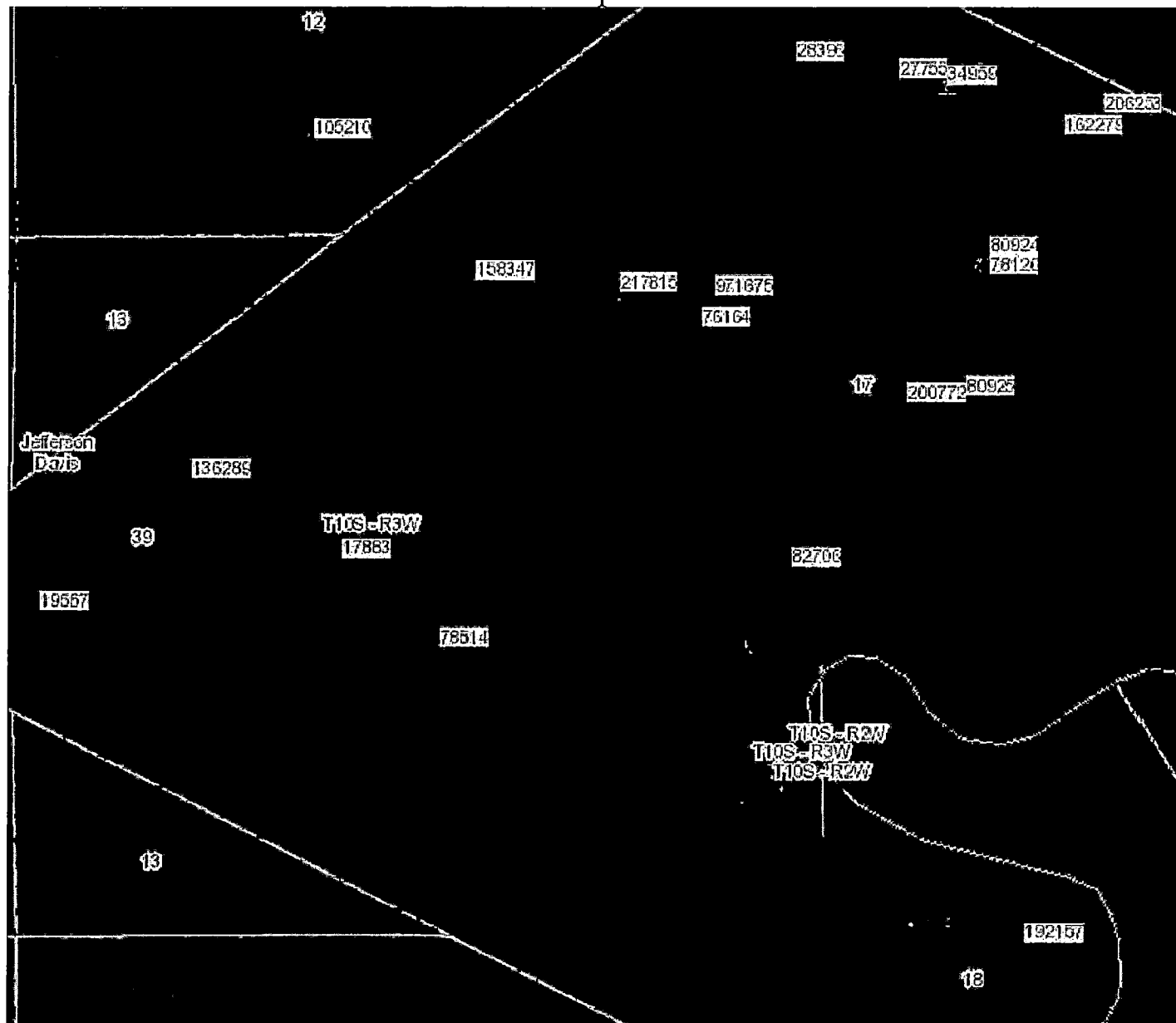
First. That ten acre parcel of land situated in Section 18, Township 10 South, Range 2 West, upon which are situated the terminal facilities of Pelican Oil Purchasers, Inc, and which ten acres were sold by Albert Sidney Johnson and Adolph C. Boudreaux to Pelican Oil Purchasers, Inc. by deed dated March 3, 1949, and recorded in Conveyance Book 139, Page 3, and which ten acre parcel is more particularly described, to-wit: Starting at the Northwest corner of Section 18, Township 10 South, Range 2 West, at a one-and-a-quarter (1 1/4") inch galvanized iron pipe on the right descending bank of the Mermentau River on the line between Township 10 South, Range 2 and 3 West; thence south 51 degrees, 13 minutes East 276.5 feet; thence South 53 degrees, 00 minutes East 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe, the lower front corner of the Robira Ten (10) acre tract for a point of beginning; thence following the right bank of the Mermentau River south 65 degrees, 30 minutes East 450 feet; thence South 84 degrees, 00 minutes East 250 feet; thence leaving the River and running south 3 7 degrees, 00 minutes West 693.5 feet; thence North 72 degrees, 06 minutes West 691.5 feet to lower side line of the Robira ten acres tract; thence following the said line North 37 degrees, 00 minutes East 693.5 feet to place of beginning and containing ten acres; as per plat by F. Shutts Sons, Civil engineers, attached to said deed; said tract of land is bounded on the North by a ten acre tract owned nor or formerly by John I. Robira, his widow, heirs and assigns, on the West by other land of Albert Sidney Johnston and Adolph C. Boudreaux.

Second. That certain parcel of land comprising ten acres, more or less, situated in Section 18, Township 10 south, Range 2 West, and in Section 39, Township 10 South, Range 3 West, which was conveyed by Albert Sidney Johnson and Adolph C. Boudreaux to Fred Shutts by deed dated March 6, 1936, recorded in Conveyance Book 66, Page 101, of the records of Jefferson Davis Parish, Louisiana, and is more particularly described as follows, to-wit: Beginning at a point 459 feet South of the corner between Section 18, Township 10 South, Range 3 West, said corner being on the right descending bank of the Mermentau River; thence South 37 degrees West 368 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 53 degrees East 272.4 feet to the line between Section 18, Township 10 South, Range 2 West, and Section 39, Township 10 South, Range 3 West, 921 feet South of the corner between the two said Sections; thence South 53 degrees East 327.6 feet to a one-and-a-quarter (1 1/4") inch galvanized iron pipe, thence North 37 degrees East 726 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe on the right descending bank of the Mermentau River, 600 feet to a one-and-a-quarter (1 1/4") inch galvanized pipe; thence South 37 degrees West 358 feet to the point of beginning and containing ten acres.

Jefferson Davis Parish GIS



SONRIS Map with Wells



Permitted Operators

Section 17, T10S, R2W

Johnson & Boudreaux No. 1-A Well
Serial No. 27755

Date	Activity	Operator Name	Status
7/25/1942	Drill permit	H. M. Naylor Oil Co.	
7/1/1942	Status date		Permit Expired

Castex Systems SWD No. 1 Well
Serial No. 34959

Date	Activity	Operator Name	Status
2/9/1948	Drill permit	Roeser & Pendleton	
3/22/1948	Spud date		
1/7/1953	Amended operator	Marshall R. Young	
5/16/1958	Amended operator	Delta Drilling Co, et al	
6/1/1982	Amended operator	Castex Systems, Inc.	
5/20/2001	Status date		Act 404 Orphan Well – Injection and Mining

Johnson-Boudreaux No. 2 Well
Serial No. 78120

Date	Activity	Operator Name	Status
2/26/1960	Drill permit	Delta Drilling Co., et al	
12/1/1976	Status date		Permit expired

Boudreaux No. 3 Well
Serial No. 78689
Operator Name
General Crude Oil Co.

Date	Activity		Status
2/26/1960	Drill permit		
12/1/1976	Status date		Permit Expired

Johnson-Boudreaux No. 2 Well
Serial No. 80924

Date	Activity	Operator Name	Status
8/17/1960	Drill permit	General Crude Oil Co.	
12/1/1976	Status date		Permit Expired

Boudreaux No. 3 Well
Serial No. 80925

Date	Activity	Operator Name	Status
8/17/1960	Drill permit	General Crude Oil Co.	
12/1/1976	Status date		Permit Expired

Johnson-Boudreaux No. 1 Well
Serial No. 82022

Date	Activity	Operator Name	Status
11/4/1960	Drill permit	Midwest Oil Corp.	
11/5/1960	Spud date		
7/11/1974	Amended operator	Amoco Production Company	
1/1/1984	Amended operator	Petroleum Well Services, Inc.	
4/1/1986	Amended operator	The Stone Petroleum Corp.	
11/14/1991	Status date		Plugged and Abandoned

Johnson-Boudreaux No. 1-D Well
Serial No. 139607

Date	Activity	Operator Name	Status
5/4/1972	Drill permit	Midwest Oil Corporation	
11/5/1960 ¹	Spud date		
9/1/1976	Amended operator	Amoco Production Company	
1/1/1984	Amended operator	Petroleum Well Services, Inc.	
4/1/1986	Amended operator	The Stone Petroleum Corp.	
11/14/1991	Status date		Plugged and Abandoned

Johnson-Boudreaux Farm Co. No. 1 Well
Serial No. 162279

Date	Activity	Operator Name	Status
12/18/1978	Drill permit	Graham Expl Ltd – Drlg P’ship	
4/29/1979	Spud date		
3/20/1981	Status date		Dry and Plugged

¹ SONRIS well data shows spud date of 11/5/1960. This is presumably incorrect.

R R Bruce et al No. 1 Well
Serial No. 200772

Date	Activity	Operator Name	Status
8/5/1985	Drill permit	The Stone Petroleum Corp.	
8/15/1985	Spud date		
6/10/1988	Status date		Plugged and Abandoned

MT RA SUA; Bruce No. 2 Well
Serial No. 206253

Date	Activity	Operator Name	Status
6/30/1987	Drill permit	The Stone Petroleum Corp.	
7/16/1987	Spud date		
11/1/1994	Amended operator	Torch Operating Company	
1/1/1997	Amended operator	Occidental Energy Company, Inc.	
8/1/2000	Amended operator	Enco Resources, Inc.	
8/31/2016	Status date		Plugged and Abandoned

CIB H VUA; R R Bruce No. 3 Well
Serial No. 208588

Date	Activity	Operator Name	Status
6/27/1988	Drill permit	The Stone Petroleum Corp.	
7/9/1988	Spud date		
11/1/1994	Amended operator	Torch Operating Company	
1/1/1997	Amended operator	Occidental Energy Company, Inc.	
8/1/2000	Amended operator	Enco Resources, Inc.	
1/1/2014	Status date		Shut-In Productive – Future Utility

U BOL M RA SUA; J B Farm No. 1 Well
Serial No. 229984

Date	Activity	Operator Name	Status
8/5/2004	Drill permit	St. Mary Energy Company	
8/6/2004	Spud date		
5/1/2009	Amended operator	CEL Properties, LLC	
			Active - Producing

Section 18, T10S, R2W

Johnson-Boudreaux No. 1 Well
Serial No. 192157

Date	Activity	Operator Name	Status
5/24/1984	Drill permit	Sohio Petroleum Co.	
6/6/1984	Spud date		
8/14/1984	Status date		Dry and Plugged

Section 13, T10S, R3W

No permitted wells in Section 13.

Section 39, T10S, R3W

Johnson-Boudreaux No. 1 Well Serial No. 17883

Date	Activity	Operator Name	Status
6/10/1935	Drill permit	H. M. Taylor	
6/28/1935	Spud date		
9/19/1935	Status date		Dry and Plugged

Johnson-Boudreaux No. 2 Well Serial No. 19557

Date	Activity	Operator Name	Status
12/28/1936	Drill permit	Howard M. Naylor	
1/15/1937	Spud date		
2/24/1937	Status date		Dry and Plugged

Johnson-Boudreaux SWD No. 1 Well Serial No. 28396

Date	Activity	Operator Name	Status
4/27/1943	Drill permit	Continental Oil Co.	
5/15/1943	Spud date		
6/3/19683	Amended operator	Delta Drilling Company	
10/29/1968	Status date		Dry and Plugged

Johnson Boudreaux SWD No. 1 Well
Serial No. 76164

Date	Activity	Operator Name	Status
8/5/1959	Drill permit	General Crude Company	
8/7/1959	Spud date		
3/3/1961	Amended operator	Midwest Oil Corporation	
8/6/1974	Amended operator	Amoco Production Company	
7/1/1984	Amended operator	Petroleum Well Services, Inc.	
12/1/1985	Amended operator	The Stone Petroleum Corp.	
1/24/198	Status date		Plugged and Abandoned

Boudreaux No. 1 Well
Serial No.78514

Date	Activity	Operator Name	Status
2/12/1960	Drill permit	General Crude Oil Company	
2/23/1960	Spud date		
5/3/1960	Status date		Dry and Plugged

Johnson & Boudreaux No. 2 Well
Serial No 82706

Date	Activity	Operator Name	Status
12/16/1960	Drill permit	Midwest Oil Corporation	
4/23/1961	Spud date		
12/31/1989	Status date		Unable to Locate Well – No Plugged and Abandoned

R R Bruce No. 1 Well
Serial No. 136289

Date	Activity	Operator Name	Status
3/26/1971	Drill permit	C. W. Rogers, et al	
3/31/1971	Spud date		
4/5/1971	Status date		Dry and Plugged

Bruce et al No. 1 Well
Serial No. 158347

Date	Activity	Operator Name	Status
1/30/1978	Drill permit	Crown Central Petroleum Corp.	
2/27/1978	Spud date		
10/7/1980	Status date		Plugged and Abandoned

Bruce, et al No. 1 Well
Serial No. 217815

Date	Activity	Operator Name	Status
4/10/1995	Drill permit	Cajun Minerals, Inc.	
Unavailable	Spud date		
5/27/1999	Status date		Plugged and Abandoned

Johnson-Boudreaux SWD No. 2 Well
Serial No. 971675

Date	Activity	Operator Name	Status
2/25/1986	Drill permit	The Stone Petroleum Corp.	
3/15/1986	Spud date		
11/1/1994	Amended operator	Torch Operating Company	
1/1/1997	Amended operator	Occidental Energy Company, Inc.	
8/1/2000	Amended operator	Enco Resources, Inc.	
4/26/2019	Status date		Plugged and abandoned

Well Permitting History
Johnson & Boudreaux No. 1-A Well
Serial No. 27755