

FILED
TARRANT COUNTY TEXAS

2013 NOV 26 AM 10: 58

IN THE COUNTY COURT

MARY LOUISE GARCIA
COUNTY CLERK

TERI ANGLIM

Plaintiff,

v.

CHESAPEAKE OPERATING, INC.,

Defendant.

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BY _____
AT LAW NUMBER 1

TARRANT COUNTY, TEXAS

PLAINTIFF'S SECOND AMENDED PETITION AND JURY TRIAL DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, TERI ANGLIM, hereinafter called Plaintiff, and files this Second Amended Petition and Jury Trial Demand, complaining of CHESAPEAKE OPERATING, INC., hereinafter called Defendant, and for her causes of action would respectfully show the Court the following:

1. Discovery is intended to be conducted under Level 2 of Rule 190.1 and 190.3 of the Texas Rules of Civil Procedure.

PARTIES

2. Plaintiff, TERI ANGLIM, is an individual who resides at 3805 Misty Meadow Drive, Fort Worth, Tarrant County, Texas.

3. Defendant, CHESAPEAKE OPERATING, INC., is a corporation existing under the laws of another state with its corporate headquarters located in Oklahoma City, Oklahoma, doing business in the state of Texas. Defendant Chesapeake has appeared and answered herein.

JURISDICTION and VENUE

4. Both jurisdiction and venue are proper in Tarrant County, Texas pursuant to the Texas Civil Practice & Remedies Code. Venue is proper because all or a substantial part of the events or omissions giving rise to the claim occurred in Tarrant County, Texas. See Tex. Civ. Prac. & Rem. Code §15.002(a)(1). Further, venue is proper because all or part of the property giving rise to this claim for damages is located in Tarrant County, Texas. See Tex. Civ. Prac. & Rem. Code §15.011.

5. This Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of the Court and there exists personal jurisdiction because Defendant's acts constitute doing business in this state. See Tex. Civ. Prac. & Rem. Code §17.042.

FACTS

6. Plaintiff, Teri Anglim, is the owner of real property located at 3805 Misty Meadow Drive, Fort Worth, Texas 76133.

7. In August 2010, operations began at the Wedgewood 1H and Valkyrie 1H gas wells. These wells are located in a field behind the Plaintiff's property. The wells are approximately 595 feet from the Plaintiff's home and are owned and operated by Chesapeake Operating, Inc.

8. Substances released into the air from the gas wells are offensive, inconvenient, and annoying to persons with normal sensibilities in the community, like Plaintiff.

9. The scope of operations at the Chesapeake drill site is extensive. Large vehicles are constantly arriving and departing the facility. The noise originating from this

facility is loud and constant. The mere presence of this large facility and the noises and odors associated with its operation are abnormal and out of place in its surroundings.

PRIVATE NUISANCE

10. The Defendant's natural gas production activities, and the noise and noxious odors associated with them have interfered with and invaded the Plaintiff's private interest in, and her ability reasonably to use and enjoy, her land by contaminating the air above her property with substances that are offensive, inconvenient and annoying to persons with normal sensibilities in the community, like Plaintiff.

11. The Defendant's gas production-related activities constitute conduct that is intentional and abnormal and out of place in its surroundings.

12. The Defendant's gas production related activities has created a nuisance, the conditions of which substantially interfere with the use and enjoyment of the Plaintiff's land by causing unreasonable discomfort or annoyance.

13. This nuisance has caused physical harm to the Plaintiff's property by contaminating the air above her property with foul and unpleasant odors and constant noises associated with the Defendant's natural gas production activities.

14. This nuisance has caused emotional harm to Plaintiff from the deprivation of the enjoyment of her property by fear, apprehension, offense, and loss of peace of mind and diminution in real property value caused by the Defendant's activities.

15. The presence of this large facility and the noises and odors associated with their operation are abnormal and out of place in their surroundings.

TRESPASS

16. The Defendant's natural gas production activities and noxious odors associated with them have interfered with and invaded the Plaintiff's private interest in, and her ability reasonably to use and enjoy, her land by contaminating the air above her property with substances that are offensive, inconvenient and annoying to persons with normal sensibilities in the community, like Plaintiff.

17. The Defendant physically, intentionally, and voluntarily caused and permitted substances associated with its natural gas production activities to cross Plaintiff's property boundary and contaminate the air above her property.

18. Defendant's trespass is a proximate cause of Plaintiff's damages including diminution in real property value.

DAMAGES

19. Plaintiff seeks to recover damages for annoyance and discomfort caused by the above-described nuisance and trespass that impair the comfortable enjoyment of her real property, and results in a diminution in value in her real property, in the amount of \$100,000.00 or less, exclusive of costs and pre-judgment interest.

INDEMNIFICATION

20. The Plaintiff signed an Oil and Gas Mineral Lease with the Defendant on September 11, 2007 which contained an indemnification clause in Paragraph 5 to the Addendum of the Lease.

21. The indemnification clause provides that the Lessee (Defendant Chesapeake) will protect the Lessor (Plaintiff) from any and all losses arising out of

injury or damage to or loss of any property or improvements caused by operations conducted by Lessee.

22. Plaintiff would show that the Defendant is obligated by this provision of the Lease agreement to compensate the Plaintiff for the losses and damages of annoyance and discomfort caused by the above-described nuisance and trespass that impair the comfortable enjoyment of her real property, and for the resulting diminution in value in her real property.

23. Plaintiff seeks specific performance of the indemnification provision as provided in Paragraph 5 to the Addendum of the Oil and Gas Mineral Lease.

PRAYER

WHEREFORE, Plaintiff prays that upon a final trial of this cause, Plaintiff recover:

1. judgment against Defendant for Plaintiff's damages as set forth above, in an amount within the jurisdictional limits of this Court;
2. interest on the judgment at the legal rate from date of judgment;
3. pre-judgment interest on Plaintiff's damages as allowed by law;
4. costs of court; and
5. such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,

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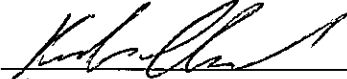
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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 26, 2013, a true and correct copy of the foregoing document was sent by hand delivery to the following counsel of record:

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