

**COMMITTEE ON NATURAL RESOURCES**  
**114<sup>th</sup> Congress Disclosure Form**  
**As required by and provided for in House Rule XI, clause 2(g)(5)**

September 21, 2016

*“The Status of the Federal Government’s Management of Wolves”*

**For Individuals:**

Name: **Thomas (“Tom”) W. Paterson**

Address: [REDACTED]

[REDACTED]

Email Address: [REDACTED]

Phone Number: [REDACTED]

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**For Witnesses Representing Organizations:**

Name:

Name of Organization you are Representing at the Hearing:

Business Address:

Business Email Address:

Business Phone Number:

\* \* \* \* \*

**For Nongovernment Witnesses ONLY:**

1. Please attach/include current curriculum vitae or resume.

2. Please list any federal grants or contracts (including subgrants or subcontracts) related to the subject matter of the hearing that were received in the current year and previous two calendar years by you or the organization(s) you represent at this hearing, including the source and amount of each grant or contract.

**The Spur Ranch Cattle Co. LLC has received payments for wolf depredations during 2016. We do not consider these grants or contracts.**

3. Please list any contracts or payments originating with a foreign government related to the subject matter of the hearing that were received in the current year and previous two calendar years by you or the organization(s) you represent at this hearing, including the amount and country of origin of each contract or payment.

**None.**

# SUSMAN GODFREY L.L.P.



Thomas W. Paterson  
Partner

## Thomas W. Paterson

[REDACTED]

### Overview

*"Tom Paterson is absolutely one of the best and the brightest in his field. His insight, patience, diplomacy, honesty, intelligence, creativity, candor and diligent professionalism reflect well on him and on me, as my in-house clients have often congratulated me for finding the right lawyer for the job."*

— Janice Hartrick

*"Tom Paterson is smart and creative. From day one, he takes the initiative and drives his cases to success. He provides good judgment, wise counsel and consistently good results."*

— Ray Albrecht

*"I have repeatedly hired Tom Paterson to resolve complex, commercial disputes. He is always prepared. His counsel is strategic. Tom consistently delivers."*

— David Castro

*"As a practicing lawyer for 35 years and the former general counsel of a large public corporation, I have provided legal services and also hired and worked with many lawyers. I retained Tom for a personal legal matter and found him to be an exemplar of the legal profession. Tom is smart, prepared, creative, and responsive. He was dedicated to my best interests. He listened, counselled, and collaborated with me on approach and acceptable outcomes. Tom spotted the relevant issues and efficiently coordinated needed experts to provide the best representation, both in terms of dispute resolution and costs. He demonstrated integrity, civility, and determination that were foundational to effective advocacy and timely resolution. While I was a client with a very small legal matter, Tom treated me like I was his most important priority."*

— Gayla Thal

Solving real problems for real people is why I'm a trial lawyer. Solving those problems successfully is why my clients come back again and again. I began working with Janice Hartrick, for example, in 1991, when she was at Seagull Energy. I worked with her and her colleagues on 18 matters. I began working

with Ray Albrecht of Enterprise Products in 2004. I worked with him and his colleagues on dozens of matters. David Castro, Chief Litigation Counsel for Hess Corporation, hired me in 2011 to work on a matter in the Eagle Ford. We resolved it and since then have resolved disputes in the Utica and the Bakken.

My objective as I work to successfully resolve my clients' disputes is simple: Keep as much money in the client's pocket as possible. There are times when you take a case through trial and appeal; there are times when another deposition or another skirmish isn't worth the cost to the client. That's true whether the client is the plaintiff or the defendant. The best way to meet my objective is to get on top of the facts and the law on the front end. If we can resolve a case early, without filing it or incurring extensive expenses associated with litigation, we do. Thinking creatively is critical, as in the time we resolved a dispute for Dixie Pipeline in two months from filing to finishing trial. Another instance was resolving a matter in six weeks that had been lingering for more than 30 years. In that case, we told the defendant that its leases would be cancelled if the jury agreed with us on our contract allegations. The defendant promptly settled.

Regardless of whether we represent the plaintiff or the defendant, the approach on each case is to get ready for trial as quickly as possible. My plaintiff clients have enjoyed substantial settlements and judgments; my defendant clients have saved hundreds of millions of dollars.

Most of my cases have involved natural resources--oil and gas, agricultural products or land. That's a natural for someone who grew up near mining communities in the Southwest and now runs a cattle ranch. I've handled cases ranging from antitrust and breach of contract to tortious interference fraud. My Ph.D. in applied economics and heavy emphasis on empirical research enable me to undertake large, complex cases requiring extensive expert discovery and testimony.

I've told you why I'm a trial lawyer, how I work my cases, and why my clients keep returning. If you have a problem, I'm available to discuss it and candidly assess whether I can help you resolve it. I'll tell you straight if I can help or refer you to someone else if I can't. Contact me at (713) 653-7815 or [tpaterson@susmangodfrey.com](mailto:tpaterson@susmangodfrey.com).

## **Education**

University of Wisconsin, School of Law

J.D. *magna cum laude*, 1984, Order of the Coif

University of Wisconsin, College of Agriculture

Ph.D., Agricultural Economics, 1984, Dissertation, "Legal Economic Analyses of Competition in the United States Food System"

M.A., Agricultural Economics, 1981, with distinction

Texas A&M University B.S.

Agricultural Economics, 1979, *summa cum laude*

### **Judicial Clerkship**

Judicial Clerk, The Honorable Thomas Gibbs Gee, U.S. Court of Appeals for the Fifth Circuit, 1985 – 1986

### **Honors and Distinctions**

"Texas Super Lawyer", Law & Politics Magazine (Thomson Reuters), 2004-2016

Life Fellow – Texas Bar Foundation

Fellow – Houston Bar Foundation

Distinguished Alumni Lecturer in Agricultural Economics, University of Wisconsin

Quality of Research Discovery Award, American Agricultural Economics Association

Rudder Award (Outstanding Graduate), Texas A&M University

Outstanding Conservation Rancher of the Year for Southwestern New Mexico

New Mexico Tree Farmer of the Year

### **Articles and Presentations**

*"The Wallow Fire: 30, 000 Acres and 50 Miles of Fence Later,"* UNM Law School (Fall 2011)

*"The Wallow Fire: Implications of Catastrophic Fire on Management, Use and Enjoyment of Our Natural Resources,"* New Mexico Bar Association, Natural Resources, Energy and Environmental Law Section (Summer 2011 CLE)

*"What are the Lawyer's Ethical Obligations When Agendas Collide?"* New Mexico Bar Association, Natural Resources, Energy and Environmental Law Section (Winter 2010 CLE)

*"Professionalism in the Face of Passionate Conflict,"* New Mexico Bar Association, Natural Resources, Energy and Environmental Law Section (Winter 2010 CLE)

*"New Mexico's Natural Resources and Its Threatened and Endangered Species: When Agendas Collide,"* New Mexico Bar Association, Natural Resources, Energy and Environmental Law Section (Summer 2010 CLE)

*"Developments in Royalty Class Actions,"* 56th Annual Oil and Gas Law Program, Institute for Energy Law of The Center for American and International Law (formerly The Southwestern Legal Foundation) (2005)

*"Multidisciplinary Practice-What It Is and What It Might Mean In The Oil Patch,"* 51st Annual Institute on Oil And Gas Law and Taxation, Southwestern Legal Foundation, Ch.9S (2000)

*"The Effects of Monsanto, Matsushita and Sharp on the Plaintiff's Incentive to Sue,"* 23 Conn. L. Rev. 333 (1991)

*"The Sunkist Case: A Study in Legal - Economic Analysis"* (1987)

*"Sherman Section 2 Monopolization for Agricultural Marketing Cooperatives,"* 60 Tulane L. Rev. 955 (1986)

*"State Sales-Below-Cost Laws: Evidence from the Grocery Trade,"* 62 J. Retailing 166 (1986)

*"Policies to Promote Competition,"* in *The Organization and Performance of the U. S. Food System* (1986)

### **Professional Associations and Memberships**

Admitted to practice in Texas, New Mexico and before the United States Supreme Court, the U.S. Court of Appeals for the Fifth Circuit, and the U.S. District Courts for the Southern District of Texas, the Eastern District of Texas, the Northern District of Texas and the District of New Mexico

State Bar of Texas

State Bar of New Mexico

Fellow, Chartered Institute of Arbitrators (CIArb)

Natural Resources, Energy, and Environmental Law Section for the State Bar of New Mexico, 2008-present, Chair 2011

Texas and Houston Bar Associations, 1985 - present

CLE speaker, Texas and New Mexico

American Bar Association, 1985 - present

American Agricultural Economics Association, 1980 - present

Spur Ranch Cattle Co. LLC, 500 head commercial cow - calf operation on 125,000 acres in New Mexico and Arizona, Member

Arizona Cattle Growers' Association, Member

New Mexico Cattle Growers' Association, Member

### **Board and Public Service**

College of Agriculture Development Council, Texas A&M University

Ministry to Muslims, Vice-Chairman

### **Notable Representation**

Clients, opposing parties and lawyers rank Susman Godfrey among the top-rated law firms providing oil and gas and natural resource litigation services in the country. In 2011, *The American Lawyer* recognized Susman Godfrey as the "Go To" firm by two Fortune 500 energy companies, both of whom are my clients. Susman Godfrey has repeatedly been recognized as a top-rated firm by in-house counsel for energy companies.

For close to three decades, I have represented E&P companies, gas processors, mid-stream companies and royalty owners in disputes, often against major,

integrated companies. A sampling of my work, with opposing parties highlighted, includes the following:

### **Contract Disputes**

My bread-and-butter case is a complex, often multi-party contract dispute that may have joint-venture and fraud allegations. I have extensive experience representing exploration and production companies, gas processors, and pipeline companies in litigation. I represent both plaintiffs and defendants. My most recent experience has focused on disputes arising from the purchase of oil and gas leases (Eagle Ford, Utica and Bakken) or the companies that hold them. More broadly, my experience includes issues relating to the obligation to develop leases, claims of environmental and other damage, audit disputes, disputes over joint accounting procedures under COPAS, drilling disputes, claims arising under gas gathering, processing and gas balancing agreements, rights to seismic and other geologic data, and litigation over farmout and AMI agreements. The lawsuits I have handled have given me substantial experience with issues arising from oil and gas exploration and production and mid-stream operations.

Between late 2011 and 2013, I represented Hess Corporation in resolving three separate disputes. One involved leasehold interests valued as over \$1 billion in the Eagle Ford Shale in South Texas. Another involved leaseholds with a joint venture partner in the Utica Shale in Ohio. The most recent involved contract and fraud claims relating to a billion dollar sale of leasehold assets in the Bakken Shale of North Dakota.

During 2011, I represented a mid-stream company in an expedited arbitration against a joint-venture partner on one of its pipelines. The arbitration involved claims that the joint-venture partner breached its fiduciary duties by refusing to agree to increase throughput on the pipeline to return it to its nameplate capacity under the parties' operating agreement. After limited document and oral discovery, the case settled favorably for our client.

I defended Enterprise against **Marathon's** claims of breach of contract, fraud, and conspiracy concerning the dedication of natural gas processing rights for gas produced from the deepwater Gulf of Mexico. We persuaded the arbitrator to dismiss nearly all of Marathon's claims on summary judgment, including Marathon's \$45 million consequential damages claim and numerous breach of contract and fraud claims. We settled the case on highly favorable terms within days of receiving the arbitrator's summary judgment order and filing our motion to strike Marathon's damages expert.

In 2010, I successfully represented Apache Corp. in major litigation against **Concho Resources Inc.** regarding the exercise of preferential purchase rights on hundreds of millions of dollars of oil and gas assets in the Permian Basin of West Texas and New Mexico. The dispute arose in connection with the acquisition by an Apache subsidiary of BP America's and BP America Production Company's interest in certain Permian Basin oil and gas assets, and Concho's acquisition of private producer Marbob Energy's interest in those same Permian assets. The case settled on commercial terms favorable to Apache, with Apache securing operating rights and a 60 percent interest in the

disputed assets after we filed a motion for summary judgment to establish the legal validity of Apache's exercise of its preferential rights.

In 2010, I represented Enterprise Products Operating LLC and Mid-America Pipeline Company, LLC as plaintiffs in a lawsuit against Flint Hills Resources, L.P., a subsidiary of **Koch Industries**. The dispute arose in connection with a natural gas liquids storage and purchase agreement between Enterprise and Flint Hills. Enterprise and MAPL built a pipeline as part of the agreement. Flint Hills sent notice of early termination but refused to pay a contractual termination fee of up to \$30 million to Enterprise. Susman Godfrey filed a lawsuit in Harris County, Texas on behalf of Enterprise and MAPL seeking the termination fee and attorneys' fees. The case settled on confidential terms less than a month before trial and after we filed a motion for summary judgment on all issues besides attorneys' fees.

I represented Jonah Gas Gathering Co. in a declaratory judgment action against **Williams Field Services** on Williams' claims that Jonah breached an interconnect agreement to deliver gas to a Williams gas processing plant in Wyoming. Williams moved to dismiss that case against Jonah (a Texas resident) based on forum non conveniens. Jonah successfully defeated Williams' motion in the trial court, and subsequently defeated Williams' mandamus petitions in the Fourteenth Court of Appeals and the Texas Supreme Court.

I represented Enterprise Products Operating L.P. in a dispute with **Sunoco Pipeline** over who was entitled to purchase approximately \$70 million in stock in Dixie Pipeline Company. Five weeks of discovery. A two-day bench trial. The court found for Enterprise on all issues.

Apache Corp. v. **Virginia Power Energy Marketing, Inc.** and **Dominion Resources, Inc.** During the summer of 2005, Hurricanes Katrina and Rita devastated natural gas production and pipeline infrastructure along the Gulf Coast. Certain natural gas producers could not make gas deliveries and declared force majeure under their NAESB contracts. Apache hired me to represent it when one of its buyers challenged the force majeure declaration. After extensive discovery, the trial court granted Apache's motion for summary judgment. The Court of Appeals affirmed that a producer is not obligated to make deliveries to alternate locations from that specified in the contract.

In January 1997, I successfully represented Enron Clean Fuels Company in a declaratory judgment action in federal court in the Southern District of Texas. The issue was whether **Chevron** could cancel a 5-year gasoline additives contract. In its counterclaim, Chevron sought \$30 million in actual damages, plus punitive damages. The jury found for Enron on all issues.

### **Public and Private Royalty Owner Lawsuits**

I have represented public and private royalty owners in disputes over the proper royalty they should receive on oil and gas. My experience in this area is extensive.

In August 2006, settlement checks totaling more than \$18.9 million were sent to more than 4,300 royalty and overriding royalty owners across the United

States. Plaintiffs sued ConocoPhillips in 2000 for alleged underpayment of royalty due on natural gas liquids produced from the San Juan Basin of northwestern New Mexico and processed at the New Blanco Plant near Bloomfield, New Mexico. ConocoPhillips agreed to settle the claims for \$29.5 million. The district court approved the settlement and awarded attorneys' fees of \$7 million from the settlement fund. I was co-lead counsel in the class action.

In November 2005, the trial court approved Oxy USA, Inc.'s settlement to pay \$12 million in a class action lawsuit in which Susman Godfrey was co-lead counsel. The lawsuit was filed on behalf of a class of royalty owners who leased mineral rights to Oxy for the production of carbon dioxide from the Bravo Dome Carbon Dioxide Unit in northeastern New Mexico. The \$12 million settlement, of which \$3.5 million was awarded for attorneys' fees, represents approximately 90 percent of the total amount of actual damages sought by the class. The settlement also required Oxy to pay litigation expenses of up to \$400,000 and settlement administration expenses of up to \$200,000. Finally, Oxy agreed to change how it calculates plaintiffs' royalty on a going-forward basis. This change ties the value of carbon dioxide to the price of oil and is expected to result in a near doubling of the royalty amounts Oxy was paying the class members before the filing of this lawsuit in 2004.

After years of attempting to negotiate an agreement for the proper payment of royalties to it for CO<sub>2</sub> from the Bravo Dome Unit, the New Mexico Commissioner of Public Lands retained me as co-lead counsel to represent it against Oxy USA. In short order, the State and Oxy resolved all disputes. Oxy agreed to pay \$11.8 million in cash and use a new royalty formula that ties CO<sub>2</sub> value to the price of oil, eliminates post-production deductions and reduces transportation expenses. Estimated total present value of the settlement was \$28.2 million. The Court awarded \$1.4 million in attorneys' fees.

### **Industry Consolidation — Realignment — Antitrust**

I represented Enterprise Field Services in a declaratory judgment action over long-term gas gathering agreements in the San Juan Basin of northwestern New Mexico. I also defended Enterprise Field Services in multiple forums against **ConocoPhillips'** allegations of state antitrust and regulatory violations relating to those gas gathering agreements

I successfully represented American Central Gas Companies in an arbitration in connection with its antitrust claims. During a two-week binding arbitration - - less than two months after being ordered to arbitration -- we proved that defendants **Union Pacific Resources** and **Duke Energy Field Services** had attempted to monopolize and had monopolized the market for natural gas processing in Panola County, Texas. The arbitrator awarded American Central treble damages. Upon release of the arbitrator's decision, the defendants tried to seal the arbitration order. We opposed. The arbitrator and the federal district judge both refused to seal the arbitration order.

When **Mesa Petroleum** attempted a hostile acquisition of Unocal Corporation, I helped represent Unocal in an antitrust lawsuit challenging the proposed takeover. Similarly, I helped represent InterNorth in an antitrust action when Coastal challenged its merger with HNG.

## **Other Representative Cases**

From 2007 until 2010, I represented Hunt Petroleum Corporation executives in connection with a suit by a great-grandson of H.L. Hunt who claimed breaches of fiduciary duty and fraud against the trustees of the trusts that owned Hunt Petroleum Corporation. During the pendency of the case, XTO purchased Hunt Petroleum. This case settled.

No. 1999-A-002; **Union Pacific Resources Company and Union Pacific Fuels, Inc.** v. American Central Eastern Texas Gas Company, Limited Partnership, in the 123rd Judicial District Court of Panola County, Texas. Represented defendants in an action alleging breach of natural gas gathering contract. Settled during preliminary injunction hearing.

No. 90-039353; **Bonavista Oil & Mining Corporation** v. Black Hawk Oil Company, Torch Energy Associates, Torch Energy Corporation, True Oil Company and Cambria Oil Company; in the 55th Judicial District Court of Harris County, Texas. No. 90-033974; **Cambridge Resources Corporation**, et al. v. Black Hawk Oil Company, Torch Energy Associates, Torch Energy Corporation, True Oil Company and Cambria Oil Company; in the 334th Judicial District Court of Harris County, Texas. Defended True Oil and subsidiaries against claims in these consolidated cases for tortious interference with contract in Honduras, tortious interference with prospective business relationships with the Government of Honduras, and seismic trespass in Honduras. Honduran law governed and most discovery was in Honduras. Plaintiffs claimed damages exceeding \$100 million. The court dismissed the seismic trespass claim and entered partial summary judgment on certain interference claims. The jury verdict was for True Oil on all remaining claims.

No. 93-025864; Toolpushers Supply Co. v. **Mannesmann Oilfield Tubulars Corporation and Metallurgical Consultants, Inc.**; in the 129th Judicial District Court of Harris County, Texas. Represented Toolpushers on its claim concerning defective pipe. Settled.

No. 97-52887; Black Hills Trucking Company, Inc. v. **Nabors Drilling, USA Inc.**; in the 270th Judicial District Court of Harris County, Texas. Represented Black Hills on its claim for breach of contract and declaratory judgment in connection with indemnification provisions in a Master Services Agreement. Settled.

C.A.. No. H-99-4005; **Burlington Resources Oil and Gas** v. Toolpushers Supply Co.; in the United States District Court for the Southern District of Texas, Houston Division. Defended Toolpushers in action seeking \$6.5 million in damages for alleged breach of warranty concerning casing fittings used in a well in the Gulf of Mexico. The Court granted Toolpushers' motion for summary judgment, finding that the West Cameron well location was adjacent to Louisiana and that, under Louisiana law, limitations had run.

C.A. No. H-91-0613; Seagull Energy Corporation, Seagull Minerals Corp., and Houston Oil & Minerals Corporation v. **Tenneco Inc., Tenneco Oil Company, and FINA Oil and Chemical Company**; in the United States District Court for the Southern District of Texas, Houston Division.

Represented plaintiffs in an action for breach of contract to deliver seismic data in connection with a stock purchase. Settled after discovery closed.

No. 8052; Neil Bennett, et al. v. Seagull Midcon, Inc. v. MESA Inc.; in the 100th Judicial District Court of Carson County, Texas. Took over defending Seagull in a mineral owners' action to terminate an oil and gas lease due to alleged nonproduction by Seagull's predecessor. Settled.

No. 8100; Seagull Midcon Inc. v. J. Pat Cunningham, et al. v. MESA Inc.; in the 100th Judicial District Court of Carson County, Texas. Took over defending Seagull in a mineral owners' action to terminate an oil and gas lease due to alleged nonproduction by Seagull's predecessor. Settled.

No. 94-40; John M. Shelton, III, et al. v. Seagull Midcon Inc. v. MESA Inc.; in the 69th Judicial District Court of Moore County, Texas. Took over defending Seagull in a mineral owners' action to terminate an oil and gas lease due to alleged nonproduction by Seagull's predecessor. Settled.

No. 95-06790; **NorAm Gas Transmission Co.**, et al. v. Seagull Mid-South, Inc.; in the 157th Judicial District Court of Harris County, Texas. Took over defending Seagull after fact discovery closed in an action alleging repudiation of contract. Plaintiffs sought damages exceeding \$90,000,000. Settled on confidential terms after filing pretrial order.

No. 96-62298; Seagull Energy E&P Inc., et al. v. **NorAm Energy Corp. (f/k/a Arkla, Inc.)**; in the 80th Judicial District Court of Harris County, Texas. Represented Seagull in an action alleging breach of indemnification provisions in a stock purchase agreement. Settled after filing pretrial order.

No. 97-38949; Seagull Mid-South, Inc. v. NorAm Gas Transmission Company, et al.; in the 113th Judicial District Court of Harris County, Texas. Represented Seagull in action for declaratory judgment concerning gas transportation agreements. Settled.

No. 97-53914; Enserch Exploration, Inc. v. **Reading & Bates Drilling Co.** and Gary J. Junco; in the 11th Judicial District Court of Harris County, Texas. Represented Enserch Exploration in an action for breach of contract over Enserch's right to use a semi-submersible drilling rig. Settlement on confidential terms after a hearing on Enserch Exploration's application for a temporary restraining order.

# Land Lover

**Natural resources attorney Tom Paterson wrangles cattle— and government agencies—to manage his ranch and environs** BY MARC RAMIREZ



**Thomas W. Paterson**

ENERGY & NATURAL RESOURCES

SUSMAN GODFREY; HOUSTON

Tom Paterson had just put 400 head of cattle on his land south of Luna, New Mexico, when Arizona’s largest-ever wildfire crossed the border and took a turn toward his ranch. He awoke to the smell of smoke, the sight of tanker trucks hosing water on the rooftops of his property, and the challenge of moving cattle to safety.

The job required driving the cattle to safe pasture land, where Paterson gathered the herd together. “I put some hay on the back of my four-wheeler and they followed me,” he says. “Sort of like the Pied Piper.”

For Paterson, it was just part of the job. That is, the second job. The first one involves practicing energy and natural resources litigation at Houston’s Susman Godfrey. The 30-year partner intersperses calf-weaning and bull-cutting with courtroom arguments and client meetings.

Paterson is keenly aware of his surroundings, especially the environmental forces faced at his Spur Ranch in western New Mexico. He’s been recognized for his conservation efforts, and his measures to protect his operation during the massive 2011 wildfire may have aided other ranchers as well.

Born in Morenci, Arizona, Paterson moved as a boy to another mining-focused town, Silver City, New Mexico. He earned his law degree—and a Ph.D. in agricultural economics—from the University of Wisconsin-Madison, before starting at his current firm in 1985.

He represents plaintiffs and defendants, mostly in oil and gas law. His cases include antitrust, fraud, and contract disputes. His first big case: helping Unocal thwart billionaire T. Boone Pickens’ takeover attempt; it ended with a settlement and Pickens dropping his bid. Paterson also helped Houston’s First Presbyterian Church rebuff the national church’s efforts to claim interest in its Museum District property.

Paterson has a lifelong connection with the land. As a boy, he spent summers at his parents’ small ranch. “Nothing glamorous,” he says. “No electricity or running water, and we had an out-house.” The life got into his blood, so in 1997, when land became available in Catron County, on New Mexico’s central western border, he went for it.

Spur Ranch is prone to erosion, and Paterson’s biggest challenge was a tributary of the San Francisco River that, over time, had carved a gully through the property 25 feet deep and 125 feet wide. He worked with local, state and federal government agencies to work out a solution: two major dam projects to combat the erosion, with a series of retention structures that pull sediment from within the channel and deposit it further upstream, raising creek levels over time.

“We’ll never completely reverse the erosion,” he says, “but we’re going to restore it to a level, where even in big floods, it will stay inside the channel.”

The \$500,000 projects, funded by Paterson and a mix of federal, state, local and private entities, took five years to pull off—lightning speed, by some accounts. It was groundbreaking in more than the literal sense: Paterson received a Safe Harbor Agreement for Spur Ranch, a 2002 partnership with federal agencies that secured his ownership and protected animals whose existence his projects would promote. Authorities usually forbid use of land supporting protected species, but since they would be drawn by Paterson’s efforts, the pact made sure both parties benefited.

“Normally, if you would go in and do a conservation project on a property that had the effect of making it a habitat for endangered species, they would tell you that you can’t use it anymore,” he says. “What kind of incentive is that?”

The dams, in addition to fighting erosion, transformed a barren gully to a meadow supporting insects, birds and other wildlife. He was named 2003 Conservation Rancher of the Year for Southwestern New Mexico by the San Francisco Soil and Water Conservation District. Howard Hutchinson, district chairman, has high praise: “He really deserved a much higher honor than a plaque and congratulations. We now have marshlands, and riparian species occupying the area.”

**“The good thing about being a lawyer is that it teaches you to frame a problem, form an objective, recognize the constraints and push it through.”**



In Pied Piper fashion, Paterson gathers his herd after the massive 2011 Wallow Fire forced the removal of the cattle from his New Mexico ranch to safer pastureland.

He praises Paterson for wrangling a coalition of organizations and government agencies, including the conservation district, U.S. Forest Service, U.S. Fish and Wildlife Service, and U.S. Army Corps of Engineers. "It's just a tribute to his negotiating skills and his tenacity," he says.

Paterson and his family started raising cattle on the ranch in 2008, later adding a second property for grazing—partly in southern New Mexico and partly in Arizona. Calves are born in the fall, readied for spring sale, and moved between the properties seasonally. The operation now includes 500 head of cattle on 125,000 acres.

The 2011 wildfire, Wallow Fire, was sparked on Memorial Day weekend and eventually scorched over 800 square miles, forcing the evacuation of nearly 6,000 people. In Houston, Paterson, wife Callie and daughters Lindsay and Caroline were set to go on vacation, and initial reports indicated the fire would miss the ranch, so they went ahead and packed their bags. "I hadn't been to bed two minutes when I got word that the fire had turned and headed toward our 400 head," Paterson says.

He dashed to the ranch. Forest Service officials offered Paterson a site for his cattle two hours away, but that location—in addition to the distance—posed a major wolf problem. Paterson argued to use a pasture a half-mile from the ranch, but he and other ranchers were stymied by federal regulations protecting threatened and endangered wildlife on that land. With intervention from Caren Cowan, executive director of the state's Cattle

Growers Association, the Forest Service relented. Paterson also briefed New Mexico Gov. Susana Martinez on the situation, and "she made it be known that she expected the Forest Service to work with all the ranchers," he says.

Paterson and his crews forced the cattle toward the temporary pasture. It wasn't pretty; some cows died of stress. "When you've been living with a fire for that long," he says, "when you've seen the plumes and the cattle and see everything you've worked hard for about to go up in flames—it can be pretty emotional." The fire would end up torching about 30,000 acres of Spur Ranch and 50 miles of fence.

Looking back, it's the agreement he forged with official entities that makes him proudest. The Spur Ranch Safe Harbor pact also set the stage for further environmental projects on Paterson's land addressing environmental effects that stretched back generations—projects federal agencies couldn't afford to take up on their own, such as thinning out ponderosa pinelands left unchecked by the logging industry's decline.

"That project took every play out of my playbook to make happen," Paterson reflects. "The good thing about being a lawyer is that it teaches you to frame a problem, form an objective, recognize the constraints and push it through. It's all about resolving problems."

Says Hutchinson, "Not only did it benefit his operation and the surrounding environment, but it has become an example, to say *this* is what can be done. Hopefully we can expand this model all over the U.S., wherever erosion is occurring." 