Docket Number: 140

L031421

Preliminary Docket Information

DOCKET INFORMATION FORM

Compiled by: Alexa Kreiling Date: 7/29/2024
Initial Docket Information Form ☒ Amendment # _____ (1,2,3 ...)
Includes Confidential Content ☐

Park Unit: MOJA **Docket #:** 140 **Docket Title** L031421

Docket Type:
Select all applicable: ☐ PC/V (pre-code/vested) ☐ APP (appropriative) ☐ RIP (riparian)
☐ FRR (federal reserved right) ☐ PWR (public water reserve) ☐ ACQ (acquired)
☐ GW (groundwater) ☐ Own (ownership) ☒ Other RL (registration livestock)

Region:
☐ NER & NCR ☐ IMR
☐ SER ☐ MWR
☐ IMR ☒ PWR
☐ AKR

Source:
☐ Groundwater ☐ Spring (When recognized by the State as separate from groundwater and surface water)
☐ Surface Water
☐ Direct Diversion ☐ Diversion to Storage ☐ Instream Flow
Name: _____

State: CA
County: San Bernardino

Owner: Blincoe Farms Inc, An Idaho Corporation (As listed by the State)

Application #: L031421 **Date:** 6/28/2010
Permit #: _____ **Date Issued:** _____
License / Certificate #: _____ **Priority Date:** _____
Ruling/Order/Decree #: _____ **Date Issued:** _____

Quantity: Rate: _____ Duty: _____
Units: ☐ cfs ☐ gpm ☐ afy ☐ other _____ Units: ☐ cfs ☐ gpm ☐ afy ☐ other _____

Use(s): ☐ Domestic ☒ Livestock ☐ Irrigation ☐ Municipal ☐ Industrial/Commercial ☐ Wildlife ☐ Instream ☐ other _____

POD Name / Location: _____ ☐ Multiple PODs (see water right)
Qtr: _____ Qtr: _____ Sec: _____ T: _____ R: _____ PM: _____
Latitude: _____ Longitude: _____
UTM _____ , _____ Datum: _____

POU Name / Location: _____ ☐ Multiple POUs (see water right)
Qtr: _____ Qtr: _____ Sec: _____ T: _____ R: _____ PM: _____
Latitude: _____ Longitude: _____
UTM _____ , _____ Datum: _____

Narrative / Remarks: Enter short narrative in the space below, attach additional page(s) as needed.

-4/30/2003 Blincoe Farms Inc, Registration Livestock.

-eWRIMS Data: Holder: 2/20/2003 - 8/5/2008 Blincoe Farms Inc.; Agent: Wagner & Bonsignore, CCE; 8/6/2008 Mojave National Preserve.

☐ Additional Page(s) Attached

CIWQS

e-WRIMS Public Summary Page

[Return to Water Right Search] [Return to Water Right Search Results]

Application ID:	L031421	**Water Right Type:**	Registration Livestock
Permit ID:	None	**Water Rights Status:**	Revoked (06/28/2010)
License ID:	000048	**Primary Owner:**	Mojave National Preserve

Current Parties	Relationship	Effective Date
Mojave National Preserve	Primary Owner	08/06/2008
Need to report a change of ownership or agent? Click Here		

Historical Parties

Historical Parties	Relationship	Date Range
BLINCOE FARMS INC, AN IDAHO CORPORATION	Primary Owner	02/20/2003 To 08/05/2008
WAGNER AND BONSIGNORE CCE	Agent	02/20/2003 To 08/05/2008

Record Summary	
Application Acceptance Date	04/30/2003
Permit Issuance Date	
License Issuance Date	09/09/2003
Face Value Amount	1.0
Subtypes (Statements Only)	

Name(s) of Sources of Water	County Location	Parcel Number	Diversion Site Name	Lat/Long Coordinates
				Map It

Beneficial Uses	Acres	Direct Diversion Season	Collection to Storage Season
Stockwatering	0.0		1/1

Electronic Reports				
Year	Revision	Report Type	Date Received	View Report PDF
no reports submitted				

*For reports submitted prior to 2009, please contact our records room.

Water Rights Associated with Primary Owner		
Application ID	Water Right Type	Water Right Status
L031421	Registration Livestock	Revoked

Associated Decisions/Orders			
Decision/Order Number	Date	Description	View Document

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03 HISTORY

Mojave National Preserve

L031421

Land History

National Park Service
U. S. Department of the Interior
Natural Resource Stewardship & Science
Water Resources Division

1201 Oakridge Dr., Ste. 250
Fort Collins, CO 80525
970-225-3548 phone
970-225-9965 fax

Water Rights Branch

Note to File

Date: May 23, 2016
From: Joseph Chafey, WRB Hydrologist
File: MOJA Dockets with Grazing Allotment Water Rights
Subject: Land History
From Neglected Space to Protected Place: An Administrative History of Mojave National Preserve by Eric Charles Nystrom, March 2003

Nystrom EC and Great Basin CESU. 2003. From Neglected Space to Protected Place: An Administrative History of Mojave National Preserve. Administrative History
IRMA – Data Store – Published Report – (Code: 650008)
https://irma.nps.gov/DataStore/Reference/Profile/650008

Description

Report on the formation and management of Mojave National Preserve. Information on mining issues, resources, and threats to the Preserve are included.

Chapter 8 – Administrative History (excerpt)

For Mojave National Preserve, grazing is a controversial and important issue that cannot be ignored. Widespread political and cultural overtones help make grazing a sensitive issue for everyone involved. As such, park management tread carefully but deliberately in the arena of grazing management. The Park Service has long viewed grazing as antithetical to its mission, permitting the activity in certain parks only when political circumstances absolutely required it. Park Service culture and policy have historically limited grazing in national parks, initially to differentiate itself from the Forest Service, and in later years to help maintain ecosystems. The long history of grazing in Mojave National Preserve and permission for its continuation in perpetuity by legislative action complicates natural resource decisions, making the goal of a functioning pre-grazing ecosystem frustratingly difficult to achieve.

At the time Mojave National Preserve was established, all or part of eleven BLM grazing allotments, established under the 1934 Taylor Grazing Act, were included within the park. Superintendent Marvin Jensen brought a background in range conservation with him and established a friendly management tone toward grazers. All existing operations were issued NPS permits to continue with their ranching activity, and management of the range did not differ substantially from BLM activity.

The Park Service also took concrete steps toward limiting grazing when possible, providing that the situation was politically feasible. The portion of the Piute allotment within the park was for ephemeral forage only and was in desert tortoise habitat. Management decided that any ephemeral forage must, at behest of the Desert Tortoise Recovery Plan, be used by the desert tortoise, so a permit to graze ephemeral forage would never be issued. A second allotment, Crescent Peak, was owned by a conservation group, who had purchased it as part of a move to

eliminate grazing in southern Nevada. Since no active grazing was taking place, the permit was retired. Not long after the creation of the Preserve, the rancher who held the Clark Mountain grazing allotment passed away, and Park Service regulations forbid the issue of a permit for renewed operations there. Irene Ausmus held the Round Valley allotment, just large enough for her to keep her two pet cows in feed, but not so big as to cause significant resource issues for the park.

Major cattle operations in Mojave National Preserve were essentially controlled by three groups. The Overson family was responsible for the largest share of the acreage, with the OX and Kessler Springs ranches owned by Gary and Linda Overson, and the Granite Mountains ranch owned by their son, Clay Overson. Next in size were the Valley View and Valley Wells allotments, both owned by Richard Blincoe, an Idaho agriculturalist, and managed by Tim Overson. The Blair family operated the 7IL Ranch on the Colton Hills and Gold Valley allotments. During the CDPA debate, the Blairs worked to preserve their ranching way of life, and an original clause that specified a twenty five year sunset on Mojave ranching was removed from the bill largely as a result of their efforts. In 2001, the park concluded an arrangement begun in 1998 where the 40 acres of park land that included the 7IL Ranch headquarters were swapped to the Blairs for 40 acres of undisturbed land in critical desert tortoise habitat owned by the ranching family. Touted as a "win-win" situation for the Blairs and the Park Service, the deal also showed locals that the government was not out to destroy family ranchers in the Preserve.

Ranch lands are identified in the California Desert Protection Act as top priorities for acquisitions. In contrast to the Blairs' opposition to the CDPA, Gary Overson specifically requested that his ranchlands be included in the park, to guarantee an acceptable purchase price should he decide to sell his property. Beginning in 1995, Deputy Superintendent Mary Martin worked to coordinate the sale of Overson's ranch to the National Parks Conservation Fund, but after years of contract negotiations, the deal fell through at least in part as a result of strict timelines and reluctance on the part of BLM. Undaunted, Martin sought another donor, but Overson doubted the ability of the Park Service to complete a buyout, as a result of the earlier failed experiment. Overson looked for another private buyer for his ranch, but the park made it clear to the buyer that issuance of a new grazing permit "is not certain" and that "the application process ... is subject to lengthy and potentially costly delays and complex administrative and legal procedures and challenges." As a trial run, Mojave National Preserve and the National Park Foundation worked to move the Granite Mountains Ranch, owned by Overson's son, to NPS control. The deal was completed in April 2000, and set the stage for the park's successful acquisition of Gary Overson's holdings in January 2001. In 2002, Blincoe also agreed to sell his ranches to the park.

The effect of the Overson and Blincoe allotment acquisitions cannot be overstated. Total grazing in the Mojave National Preserve was reduced from some 37,000 Animal Unit Months (AUMs) to approximately 4,000 AUMs, leaving the 7IL as the only major cattle ranch in the Preserve. The elimination of grazing will move the formerly grazed lands closer toward a goal of a more naturally functioning ecosystem. The Park Service also gained control of a tremendous number and variety of structures associated with cattle ranching in the eastern Mojave desert. In 2002, a consultant produced a National Register district nomination for the Overson properties, signifying their historic importance to the east Mojave; future plans may include interpretive programs and utilizing some structures for NPS employee housing. The ranches acquired by Mojave National Preserve included some private lands among the holdings, but the most valuable assets to the park were the grazing permits and the ranchers' water rights.

National Park Service
U. S. Department of the Interior
Natural Resource Stewardship & Science
Water Resources Division

1201 Oakridge Dr., Ste. 250
Fort Collins, CO 80525
970-225-3548 phone
970-225-9965 fax

Water Rights Branch

Note to File

Date: May 9, 2016
From: Joseph Chafey, WRB Hydrologist
File: MOJA Dockets (All)
Subject: Land History
1) California Desert Protection Act of 1994
2) MEMORANDUM Activation: California Desert Protection Act of 1994 – July 3, 1995

1) California Desert Protection Act of 1994
IRMA – Data Store – Published Report – (Code: 2229501)
https://irma.nps.gov/DataStore/Reference/Profile/2229501

Description

An act to designate certain lands in the California Desert as wilderness, to establish the Death Valley and Joshua Tree National Parks, to establish Mojave National Preserve, and for other purposes.

2) MEMORANDUM Activation: California Desert Protection Act of 1994 – July 3, 1995
IRMA – Data Store – Memorandum – (Code: 2229521)
https://irma.nps.gov/DataStore/Reference/Profile/2229521

Description

Outlines the actions that need to be taken to implement the California Desert Protection Act of 1994 and indicates the responsible officials.

Agreement to Conditions for Donation
Fee Lands
Mojave National Preserve

WHEREAS, the National Park Foundation is donating funds towards the National Park Service's acquisition of certain fee lands from Richard D. and Betty Blincoe, and Blincoe Farms, Inc. ("Sellers"), as set forth in the Contract for Sale, Valley View and Valley Wells Allotments in the Mojave National Preserve, between Sellers and the National Park Foundation, and amendment(s) thereto.

WHEREAS, said fee lands are set forth on Exhibit A attached to and incorporated and made a part of this Agreement ("fee lands").

WHEREAS, the funds donated by the National Park Foundation for this acquisition are equal to one hundred percent of the portion of the Purchase Price set forth in the Contract for Sale between Sellers and the National Park Foundation which is attributable to the acquisition of the fee lands.

WHEREAS, it is the intent of the National Park Foundation and its donors, as acknowledged by Richard D. and Betty Blincoe, and Blincoe Farms, Inc., that no future grazing will be permitted or otherwise authorized by the National Park Service on the fee lands, and that water rights thereon shall be forever conserved by the National Park Service in accordance with National Park Service laws, the mandates set forth in Mojave National Preserve law, and the terms of this Agreement.

WHEREAS, it is the intent of the National Park Foundation and its donors that the National Park Service prevent any permanent structures or alterations upon the fee lands unless

necessary for public health and safety or for permanent preservation of natural resources by the National Park Service.

WHEREAS, it is the intent of the National Park Foundation and its donors that each and every water resource and related improvement on the fee lands, including but not limited to facilities relating to livestock watering, be restored (either actively or passively) to a natural condition, removed, or maintained in such a condition as to be consistent with the promotion of natural population levels and habitat for native species.

WHEREAS, it is the intent of the donors to the National Park Foundation for this acquisition that use of the water resources and improvements on the fee lands be only for preserving natural native resources and natural population levels of native species.

WHEREAS, the National Park Service will administer the fee lands in accord with the terms of this Agreement, the California Desert Protection Act, the National Park Service Organic Act and all laws applicable to the Mojave National Preserve.

WHEREAS, the National Park Service's acceptance of each and every condition of this Agreement and this Agreement is an inducement to the National Park Foundation to make the donation, and the Foundation and its donors would not have made the donation without the National Park Service's acceptance of each and every condition described in this Agreement.

WHEREAS, in making this Agreement, and accepting the donation, through the National Park Foundation, the National Park Service acknowledges that the measure of the value to the National Park Foundation and its donors of the National Park Service committing to permanently prohibiting any future grazing-related uses upon the fee lands and carrying out each of the additional duties in this Agreement includes not only any monetary benefit that the Foundation

may obtain, if any, but also other benefits, including but not limited to the benefits of ensuring the permanent restoration and preservation of all the land resources, water resources, and scenic, aesthetic, and environmental values associated with the fee lands.

NOW THEREFORE, in consideration of and as an express condition of this Agreement and the donation, the National Park Service, on behalf of itself, and its successors, assigns, and contractors, if any, will not allow or permit livestock or feral animal grazing uses on the fee lands. Further, the National Park Service agrees to take any and all further measures, as necessary, to ensure permanent cancellation and termination of any grazing leases, permits, and allotments that may be associated with the fee lands. The National Park Service agrees that the fee lands and all estates, rights, privileges, and interests that are part of or associated with the fee lands shall be forever conserved and used in perpetuity for the preservation of natural habitat consistent with the conservation and preservation purposes of the Mojave National Preserve.

Further, the National Park Service will convert all water rights that are part of or associated with the fee lands into conservation and/or reserved water rights of the Preserve as recognized under California water law and/or mandated in the California Desert Protection Act (16 U.S.C. 410aaa-76). Further, the National Park Service will curtail groundwater extraction upon the fee lands, except to the extent necessary to provide water for conservation purposes of the Mojave National Preserve. The National Park Service will not allow water resources and water rights that are within the Preserve boundary and subject to this Agreement to be used outside the Preserve boundary, nor allow the fee lands to be used for transmission of water between locations outside of the Preserve. Further, the National Park Service will restore (either actively or passively) to a natural condition, remove, or maintain in such a condition as to be

consistent with the promotion of natural population levels and habitat for native species each and every water resource and related improvement on the fee lands, including but not limited to facilities relating to livestock watering.

Further, the National Park Service will not introduce nor authorize the introduction of non-native species (except at historic sites in connection with approved treatment plans consistent with the General Management Plan for the Mojave National Preserve as adopted pursuant to the 2001 record of decision and published April 2002 (the "General Management Plan")) upon the fee lands.

Further, in compliance with the conditions of this Agreement and the donation, the National Park Service will expressly incorporate into a grazing management plan or other activity plan or specific plan for the Mojave National Preserve a commitment that the fee lands will not be subject to any grazing or grazing-related use in the future. Further, the National Park Service will deliberately seek the special regulations to limit hunting, fishing and trapping, as committed to in the General Management Plan, and such regulations shall not be inconsistent with the conditions of this Agreement. Further, the National Park Service will prevent any permanent alterations structures or other physical improvements, and will remove from the Mojave National Preserve all range improvements or range developments upon the fee lands, unless necessary to provide for employee-related housing within or upon the site of structures currently suitable to that use, or unless essential to meet public health and safety needs or, consistent with preservation purposes, native species and habitat needs. For the purpose of preventing trespass cattle, the National Park Service will fence the perimeter of the Mojave National Preserve's satellite unit in the manner set forth in the General Management Plan.

The National Park Service agrees to these conditions by executing an acceptance below. Should the National Park Service not adhere to any of these conditions, the National Park Foundation and/or its donors, through their authorized agent, shall be entitled to pursue any and all legal remedies in equity and law.

This agreement may be signed in original counterparts, each of which shall be considered an original and which together will constitute one and the same agreement.

Executed at Washington, District of Columbia this _____ day of _____, 2003.

WITNESS:

_____

NATIONAL PARK FOUNDATION

By: _____
James Maddy, President

Acceptance of voluntary donation and conditions thereof is hereby acknowledged by:

National Park Service

By: _____
Mary Martin
Superintendent
Mojave National Preserve

Date: _____

By: _____
Regional Director,
Pacific West Region

Date: _____

trespass cattle, the National Park Service will fence the perimeter of the Mojave National Preserve's satellite unit in the manner set forth in the General Management Plan.

The National Park Service agrees to these conditions by executing an acceptance below. Should the National Park Service not adhere to any of these conditions, the National Park Foundation and/or its donors, through their authorized agent, shall be entitled to pursue any and all legal remedies in equity and law.

This agreement may be signed in original counterparts, each of which shall be considered an original and which together will constitute one and the same agreement.

Executed at Washington, District of Columbia this _____ day of _____, 2003.

WITNESS: NATIONAL PARK FOUNDATION

_____ By: _____
James Maddy, President

Acceptance of voluntary donation and conditions thereof is hereby acknowledged by:

National Park Service

By: _____
Mary Martin
Superintendent
Mojave National Preserve

By: _____
Regional Director,
Pacific West Region

Date: _____ Date: 4-30-03

The National Park Service agrees to these conditions by executing an acceptance below. Should the National Park Service not adhere to any of these conditions, the National Park Foundation and/or its donors, through their authorized agent, shall be entitled to pursue any and all legal remedies in equity and law.

This agreement may be signed in original counterparts, each of which shall be considered an original and which together will constitute one and the same agreement.

Executed at Washington, District of Columbia this _____ day of _____, 2003.

WITNESS:

NATIONAL PARK FOUNDATION

_____

By: _____
James Maddy, President

Acceptance of voluntary donation and conditions thereof is hereby acknowledged by:

National Park Service

By: _____
Mary Martin
Superintendent
Mojave National Preserve

Date: 4/29/03

By: _____
Regional Director,
Pacific West Region

Date: _____

07 OTHER

Mojave National Preserve

L031421

Other Supporting Information

National Park Service
U. S. Department of the Interior
Natural Resource Stewardship & Science
Water Resources Division

1201 Oakridge Dr., Ste. 250
Fort Collins, CO 80525
970-225-3548 phone
970-225-9965 fax

Water Rights Branch

Note to File

Date: May 9, 2016
From: Joseph Chafey, WRB Hydrologist
File: MOJA Dockets (All)
Subject: Supporting Hydro Data
Water Resources Scoping Report
Technical Report NPS/NRWRD/NRTR-99/225

Report available:
IRMA – Data Store – Published Report – (Code: 2174498)
https://irma.nps.gov/DataStore/Reference/Profile/2174498

ABSTRACT

This report presents an overview of the water resources, watersheds, and principal water related issues in the National Park Service's Mojave National Preserve. The Preserve, which is located in San Bernardino County, Southern California and totals nearly 1.6million acres, provides for the preservation of natural and cultural resources, outdoor recreation, and appreciation of the California desert. The mountains of the Preserve also contain the headwaters of major desert watersheds, which are the areas where groundwater recharge occurs.

The report provides a summary of common meteorological data for the area, including precipitation, humidity, evaporation, and temperatures. The principal hydrologic basins are described, discussing the processes of surface and ground-water flows, flooding, and aquifer recharge. Details are given on the springs, seeps, and guzzlers (artificial water catches) in the Preserve, describing locations of these water features and discussing flow and water quality.

An overview of wells is presented, listing the numbers of wells, and discussing well yields, depths to water table, and quality of the ground water, with tables of data or summary lists included as appendices.

Information is provided on key sources of information, agency programs, literature, and relevant expertise related to water resources and water issues in the area, providing names of key individuals. Water resource issues in the area are discussed, including: mining activities and their water demands and potential water quality impacts; the possible deleterious effect of development at the Preserve's periphery on the springs and wells in the Preserve; the concern of attaining and protecting water rights for the Preserve; possible contamination by hazardous wastes; flooding at selected sites where resources or structures could be at risk of flash floods; how to manage guzzlers within the context of a wilderness area; and the questions of exotic vegetation and animals and their impacts on riparian zones or seep areas.

Recommendations are presented, to flag the issues which should be of concern to the Preserve and to suggest ideas or follow-up work to tackle certain problems or to collect needed information. Draft proposals (project statements) are presented for six project ideas.

Docket Information

Number of Documents in Docket : 13

Documents Dated from : 04-30-2003 to 07-29-2024

Docket Compiled: 1/16/2025