

THE FOREST PRESERVE DISTRICT OF KANE COUNTY  
BISON TRANSFER AND  
CONSERVATION LICENSE AGREEMENT

This Bison Conservation License Agreement, dated October 14, 2025, is made and entered into by and between the Forest Preserve District of Kane County (District), 1996 S Kirk Road, Suite 320, Geneva, Illinois, 60134 and American Indian Center (AIC), 3401 W. Ainslie St., Chicago, Illinois, 60625; collectively referred to as “Parties”, singularly referred to as “Party”.

The District operates under the Downstate Forest Preserve Act (the Act). The District enters into this Bison Conservation License Agreement (“License Agreement”) with American Indian Center, as the use associated with this License Agreement is related to an activity of the District under the Act.

American Indian Center is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code and organized for the mission...“to promote fellowship among Native people of all Tribes living in metropolitan Chicago and to create bonds of understanding and communication between Natives and non-Natives in this city; to advance the general welfare of Natives into the metropolitan community life; to foster the economic advancement of Natives; to sustain cultural, artistic and avocational pursuits; and to perpetuate Native cultural values.”

For the mutual benefits arising hereunder and subject to the terms and conditions herein, the District transfers ownership to approximately 6-12 head of Bison and grants a Bison Conservation License Agreement to American Indian Center for the use of the property situated in the Township of Burlington, County of Kane and State of Illinois, known and described as approximately 32 acres of prairie and a future expansion of 64 acres, located in Burlington Prairie Forest Preserve, 13N240 Engel Road, Burlington, Illinois, PIN 04-05-300-011, and further described as the Burlington Bison Conservation Area, depicted on Attachment A “Licensed Premises”).

American Indian Center, for and in consideration of the conditions set forth herein, covenants and agrees with the District as follows:

1. **TRANSFER AND PURPOSE:** In consideration of the obligations undertaken by the American Indian Center set forth herein, the District transfers ownership of the Bison to American Indian Center immediately upon the arrival of the Bison to the Licensed Premises. The American Indian Center accepts ownership of the Bison immediately upon their arrival at the Licensed Premises and shall use the Burlington Bison Conservation Area for the purpose of reintroducing Bison to the native ecosystem and be integrated into the natural resource management of the land, foster cultural restoration and ecological healing, gain experience in Bison herd management, reconnect urban Native people with Bison, maintain cultural practices, share traditional ecological knowledge, host events and workshops that engage the Native and non-Native community.
2. **LICENSE TERM:** The District hereby grants to American Indian Center a Bison Conservation License Agreement for a three (3) year term commencing on 2025 and ending on 2028. The Parties agree that this License shall automatically renew for up to four (4) renewal options, each renewal being for a term of three (3) years (potentially a total of twelve (12) years in total length of renewals) unless either party shall deliver a written notice of non-renewal at least four (4) months prior to the expiration of the current term or renewal term.
3. **LICENSE FEE:** The license fee shall be \$10.00 per acre for 32 acres of pasture, for a total annual license fee of \$320.00. Upon the use of the future expansion by AIC, an amendment to the license shall be issued for the additional acreage and increased license fee, using the rate of \$10.00 per acre. During the term of the License Agreement, 50% of the license fee is due by March 31, of each year and the balance (50%) shall be due by December 15, of each year.
4. **BISON OWNERSHIP:** The District shall accept and assume ownership of a herd of 6-12 Bison from The Nature Conservancy (TNC), originating from Nachusa Grasslands, 8772 S Lowden Rd, Franklin Grove, IL 61031. TNC is a non-profit organization, qualified under Section 501(c)(3) of the United States Internal Revenue Code, whose mission is to conserve the lands and waters on which all life depends. Upon arrival to the Licensed Premises, permanent ownership of the Bison shall be transferred from the District to American Indian Center. Ownership of the Bison by American Indian Center, and future

progeny, shall survive this License Agreement, including all renewal options, amendments and addenda. As Bison owners and stewards, American Indian Center, shall comply with all laws and ordinances, and the orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers of these entities, or any other body now or subsequently constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Burlington Bison Conservation Area and not knowingly permit unauthorized uses, activities, and/or access to the Bison pasture.

5. **BISON INTRODUCTION EVENT:** Stewardship responsibility of the Bison by American Indian Center shall commence upon arrival of the Bison at the Licensed Premises. Ownership and stewardship obligations of the American Indian Center shall be further and formally affirmed at the introduction event and spiritual ceremony planned for \_\_\_\_\_, 2025. The introduction event shall not be open to the general public out of respect for Native culture and traditions and shall further the goal of reducing the stress upon the Bison as they become acclimated to their new pasture.
6. **INFRASTRUCTURE AND MAINTENANCE:** The District has installed a solar energized perimeter fencing, surrounding approximately 32 acres of Bison pasture. The District plans to install an energized perimeter fence for the future expansion of the Bison pasture of approximately 60 acres. The District has installed a 1.25" water line (with tracer wire) originating from a current ground water well on site for the use of providing water to the Bison pasture. The District has installed a frost-free hydrant that is fitted for additional water line connections and a Cobett LB050 livestock watering system (with 61" base tube), to offer fresh water to the Bison. There is no concrete or stone apron surrounding the waterer. The maintenance responsibilities are as follows:
  - a. The Licensee shall be responsible for the repair and maintenance of fencing, gates, electric fence and energizers, livestock waterer, hydrant, below ground water connections at the hydrant and livestock waterer, storage structure, and future infrastructure improvements and installations by the Licensee. Licensee shall keep the storage area, exterior of fence perimeter, and maintenance lanes mowed and clear of debris. Gates will have two locks (Licensee lock and District lock) daisy

chained together and maintained in good working order by each party. Improvements by the Licensee must be approved by the District, in writing (except for emergency repairs), prior to the commencement of said improvement.

- b. The District shall be responsible for the water control structure in Field 2. Water well, pump house, and other public amenities such as the parking lot, picnic shelter, latrine, preserve access road, entry gates, and future electric service shall be the responsibility of the District.
7. **PREMISES CONDITION:** No representation as to the condition of the Licensed Premises has been made by the District, its agents, or employees, to the Licensee prior to the execution of this License Agreement that are not expressed or endorsed in this License Agreement.
8. **STEWARDSHIP PLAN:** The Stewardship Plan/Management agreement between American Indian Center and Ruhter Bison, LLC, attached hereto as Attachment B, shall outline the responsibilities including, but not limited to Bison monitoring, stocking/harvest plan, pasture perimeter checks, safety protocols, supplemental feeding, land management and maintenance. Updates and amendments to the plan shall be approved by the District, and the most current plan shall be incorporated herein.
9. **INCIDENCE RESPONSE PLAN:** The Licensee shall submit a comprehensive Incidence Response Plan to address escaped Bison, incidents within the pasture, field mortalities, etc. The Incidence Response Plan must be approved by the District, prior to the arrival of Bison on the Licensed Premises, attached hereto as Attachment C and incorporated herein. Updates and amendments to the plan shall be approved by the District, and the most current plan shall be incorporated herein. The Incidence Response Plan shall include the following:
  - a. Site map of the Licensed Premises and labeled features of surrounding roadways, access routes, gate locations, and addresses of immediate neighbors.
  - b. Contact information of Licensee's staff, key District staff, surrounding enforcement agencies and first responders required for incident communications and detail the chain of command.
  - c. Detail the pertinent information needed to coordinate an effective response, dependent on the type of incidence.

- d. Outline incident response logistics and safety protocols specific to the type of incidence, type of livestock, and dispatching a response on District and private land.
10. **PESTICIDE USE AND RESTRICTION:** Pesticide, herbicide, fungicide, and insecticide (collectively, pesticides) applicators and operators must adhere to all label requirements, warnings, restrictions, and application rates of pesticides used. Applicators and operators must adhere to all label precautionary statements and instructions to control pesticide drift, surface runoff, and protect groundwater. The following pesticides (and any formula containing) are restricted from use: atrazine, paraquat (trade names include Gramoxone, Parazone, etc.), dicamba/salts of dicamba (trade names include Dianat, Banvel, Vanquish, etc.), and spray application of any neonicotinoid product. Pesticides that persist in the soil with residual control of vegetation beyond the growing season are prohibited. The use of prohibited herbicides and pesticides is grounds for immediate termination of the License Agreement at the sole discretion of the District. Any use of pesticides must be granted in writing from the District.
11. **ACCESS TO BISON CONSERVATION AREA:** AIC shall have access to the Bison Conservation Area and Bison pasture via the Burlington Prairie Preserve main drive, and agrees with the following:
  - a. Licensee shall use the preserve main drive for ingress/egress to the Bison pasture and shall be responsible for the repair of any damage to the preserve main drive, preserve gates, parking lot, and any portion of Burlington Prairie Forest Preserve from use by the Licensee, and Licensee's contractors, should damage occur. All repairs, maintenance, and replacements required to be performed by the Licensee shall be completed in a good and workmanlike manner in compliance with all applicable laws, ordinances, codes and regulations, using new materials of a quality not less than that of the materials originally used, and shall be performed as promptly as reasonably possible and in a manner and at times so as to minimize any disruption to the public, to the standards and satisfaction of the District.
  - b. Licensee will be issued a key to the preserve's security gate for access outside of preserve hours for management and special uses.

- c. Licensee shall not park equipment or vehicles on the preserve main access drive or parking lot for any extended period of time that interferes with District and public use.
  - d. Any closure of Burlington Prairie Forest Preserve to the public for management, maintenance, and special uses by either Party, which, with the exception of emergencies and extreme weather events, shall be agreed upon by both Parties and notice provided to both no less than 7 days prior to the closure.
- 12. EDUCATIONAL PROGRAMMING:** Parties may use Burlington Prairie Forest Preserve and Burlington Bison Conservation Area for educational programs as it is deemed to be in the programmatic interest of both Parties. Parties shall mutually develop an interpretive strategy, interpretive signage, and messaging to be used for environmental education about Burlington Prairie Bison and prairie ecology and management, as well as the historical and cultural importance of Bison to regional Native tribes. The goal of all educational programming will be to connect people, both Native and non-Native, to the bison and to the land in a culturally respectful way.
- 13. NO PARTNERSHIP CREATED:** Nothing contained in this License Agreement is intended to create a partnership or joint venture between the parties with respect to Licensee's operations on the Licensed Premises. The relationship between the parties is, and shall remain, as Licensors (District) and Licensee (AIC). Licensee's operation shall not impose upon the District any liability, debt or debts specifically enumerated in this License Agreement.
- 14. INSURANCE REQUIREMENTS:** American Indian Center shall maintain and keep in force at all times during the term of this License Agreement Commercial General Liability Insurance, with a carrier acceptable to the District, specifically including bodily injury, personal injury and property damage with limits of not less than two million dollars (\$2,000,000) per occurrence, and workman's compensation, no less than statutory limits, written on an occurrence basis, and extending said coverage to the District, as an additional insured. American Indian Center shall provide the District with a valid Certificate of Liability Insurance with the following wording; "The Forest Preserve District of Kane

County is additional insured” Said insurance shall provide, by endorsement, for not less than thirty (30) days’ prior written notice to the District in the event of cancellation. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A-VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable. District reserves the absolute right, in its sole discretion exercisable by the Executive Director or other representative designated by District, to make final determination as to whether any insurance obtained by American Indian Center meets the applicable insurance requirements herein. The failure of the District to demand such certificate(s), endorsements(s) or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of American Indian Center and any contractor’s obligation to maintain such insurance. The District shall have the right of prohibiting American Indian Center or any employee, agent or contractor from entering the licensed premises until such certificate(s) and endorsement(s) in complete compliance with these requirements have been received.

- 15. INDEMNIFICATION:** In the event that death or injury occurs to any person, or loss, destruction, or damage occurs to any property including but not limited to the person or property of the parties hereto, in connection with American Indian Center's use or occupation of the licensed premises, which is occasioned in whole or in part by the acts or omissions of American Indian Center or District, its agents, employees or servants, American Indian Center shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney’s and paralegals’ fees and court costs), arising from or in any way connected with (i) the use of the licensed premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the licensed premises during the use; (ii) any act, omission, wrongful act or negligence of American Indian Center or any American Indian Center’s contractors or subcontractors, or the directors, officers, agents, employees, invitees of American Indian Center or American Indian Center’s contractors or subcontractors. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this paragraph. American Indian Center and the District shall mutually protect, indemnify and hold and save harmless the other party, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the other party's breach of any of its obligations under, or the other party's default of, any provision of the License Agreement. The American Indian Center takes possession and use of the licensed premises as is, and assumes all risk of accidents personally as well as for family, employees, agents, or persons coming on the licensed premises.

**16. OBLIGATIONS OF PARTIES:** Each of the Parties agrees as to the other Party, that it shall be responsible to or for the following:

- a. To appropriate or budget for annual contributions necessary to implementing the Stewardship Plan and setting forth and agreeing upon their respective responsibilities associated with maintenance and future expansion, subject to budget constraints and staff availability of the respective Parties.
- b. To continue to utilize and manage the Bison pasture as provided for herein and to not knowingly permit unauthorized uses, activities, and/or access on the Bison pasture.
- c. Any closure of Burlington Prairie Forest Preserve to the public for management, maintenance, and special uses by either Party, which, with the exception of emergencies and extreme weather events, shall be agreed upon by both Parties and notice provided to both no less than seven (7) days prior to the closure.
- d. Each Party agrees to cooperate and consult with the other to amicably resolve any dispute or claims arising out of or in relation to this License Agreement.

**17. COVENANT AGAINST ASSIGNMENT OF LICENSE:** This License Agreement is not assignable by either Party. American Indian Center is not entitled to assign, sub-license, sub-lease or rent the licensed premises to another party, either verbally or in writing.



Assignments by American Indian Center is grounds for immediate termination of this License Agreement.

**18. LICENSE TERMINATION & EXPIRATION:** In the event of a breach of the terms hereof, the non-defaulting Party shall have the right to terminate this License for cause, upon the giving of four (4) months written notice to the other Party. The Licensee agrees at the expiration or termination of this License Agreement to yield possession of the licensed premises to the District without further demand or notice, in as good order and condition as when they were entered upon by the Licensee. Loss by fire, flood, tornado, and ordinary wear is excepted. If the Licensee fails to yield possession, the Licensee shall pay to the District a penalty of double the annual license fee for each day he or she remains in possession thereafter, in addition to any damages caused by the Licensee to the District's land or improvements, and said payments shall not entitle the Licensee to any interest of any kind or character in or on the licensed premises.

**19. NOTICES:** The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery, e-mail or by telecopier transmittal (fax) to the Party shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night deliver, or email, and ten (10) days after the date mailed, if mailed as described above.

To District: Forest Preserve District of Kane County  
Attention: Michelle Blackburn  
1996 South Kirk Road, Suite 320  
Geneva, Illinois 60134  
Phone: 630-232-5981  
Email: BlackburnMichelle@KaneForest.com

To Licensee: American Indian Center  
Attention: John Young  
3401 W Ainslie Street  
Chicago, Illinois 60625

Phone: 773-275-5871

Email: Jay.young@chicagoaic.org

IN WITNESS WHEREOF, each of the Parties has caused this Bison Conservation License Agreement to be executed by its duly authorized representative as of the day and year first above written.

FOREST PRESERVE DISTRICT OF KANE  
COUNTY

By:

\_\_\_\_\_  
Bill Lenert, President

Attest:

\_\_\_\_\_  
Mohammad Iqbal, Secretary

AMERICAN INDIAN CENTER

By:

\_\_\_\_\_  
John Young, Co-Executive Director

Attest:

\_\_\_\_\_  
Its Secretary