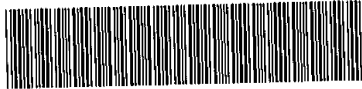




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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
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ACKNOWLEDGEMENT OF COVENANT RUNNING WITH LAND

WHEREAS, on September 15, 1998, by Resolution No. 2545, as amended on October 27, 1998, by Resolution No. 2995, the City Council of the City of Omaha approved Agreements between the City of Omaha and the Siena/Francis House, a Nebraska Non-Profit Corporation, 1702 Nicholas Street, Omaha, Nebraska, 68102, wherein the City would provide a grant from HUD Supportive Housing Program (SHP) funds for the purpose of acquiring, rehabilitating, leasing, and operating six (6) transitional housing units located at 4468 Redman Avenue and supportive services for residents.

WHEREAS, the City is providing a grant to the Siena/Francis House in the amount of \$131,212.00 for the leasing and operations of six (6) transitional housing units, of which \$34,560.00 of these funds are earmarked for acquisition and rehabilitation of the units located at 4468 Redman Avenue, Omaha, Nebraska, and legally described as:

Lot 19, except the West 8 1/2 feet thereof, and Lots 20 and 21, in Laurel Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. (commonly known as 4468 Redman Avenue)

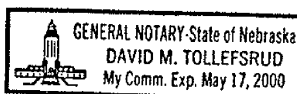
WHEREAS, the Siena/Francis House hereby acknowledges as follows: the Siena/Francis House, for itself, its successors and assigns, agrees that the restrictions and covenants in the Agreement shall be covenants running with the land and that they, in any event and without regard to technical classification and designation, legal or otherwise, shall be binding, to the fullest extent permitted by law and equity, and enforceable by, the City, its successors and assigns, against the Siena/Francis House, its successors and assigns, to any part of the property that is the subject of the Agreement, or any interest therein and any party in the possession or occupancy of any part of said property. The Siena/Francis House, for itself, its successors, and assigns, further covenants and agrees, that without regard to whether the City or the United States is an owner of any interest in the land to which the covenants relate, the covenants running with the land shall remain in effect for five (5) years after the date of the completion of the rehabilitation project, the period specified or referred to in the Agreement, or until such date thereafter to which it may be modified by proper amendment of the Agreement, on which date such covenants may terminate. Siena/Francis House further acknowledges that these units shall remain as transitional housing by formerly homeless families and individuals throughout the term of this Covenant.

SIENA/FRANCIS HOUSE, a Nebraska Non-Profit Corporation

By: _____

Paul Koch, Executive Director

Planning atn Dave T. Bm III

[illegible]

On this 18th day of December, 1998, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said County, personally came Paul Koch, Executive Director, Siena//Francis House, a Nebraska Non-Profit Corporation, personally to me known to be the identical person whose name is affixed to the above and foregoing instrument as Acknowledgment of Covenants Running with Land, and have acknowledged the same instrument and the execution thereof to be his voluntary act and deed, for the purpose therein expressed.

In testimony whereof, I have hereunto set my hand and affixed by notarial seal at Omaha, Nebraska on the day and date last above written.


NOTARY PUBLIC

My Commission expires 5/17/2000

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