

**PLATTE COUNTY REGISTER OF DEEDS**

**DIANE KAPELS**

**September 15, 2020 10:02 AM**

**RECORDED & ENTERED**

**BOOK DEED 245 PAGE 1363**

**Fee: 82.00 Returned to: USACE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Colleen A. Soulliere  
6166 Country Club Drive  
Columbus, NE 68601

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Space Above for Record's Use Only

**AMENDED ENVIRONMENTAL COVENANT**

The Environmental Covenant by and between Dean R. Soulliere and Colleen A. Soulliere ("Grantors"), and Dean R. Soulliere and Colleen A. Soulliere ("Holders/Grantees"), dated March 16, 2007 and recorded April 13, 2007 in the Office of the Register of Deeds of Platte County, Nebraska at Deed Book 217 and Page Number 783 through Page 792 ("Original Environmental Covenant"), is hereby amended in its entirety by consent in accordance with the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613 as follows:

**RECITALS:**

A. This Amended Environmental Covenant places certain restrictions and activity and use limitations on property located at 2262 25<sup>th</sup> Avenue, Columbus, Platte County, Nebraska, as depicted in Attachment 1, legally described as:

Lots 1 and 2, Block 16, Phillip's 3rd Addition to the City of Columbus, in the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 19, Township 17 North, Range 1 East of the Sixth Principal Meridian, Platte County, Nebraska, excepting the North 7 feet thereof.

The tract of land herein described contains 0.21 of an acre, more or less.

Platte County Assessor Tax Parcel Identification Number: 710106848.

B. Holder/Grantee is Dean R. Soulliere and Colleen A. Soulliere.

C. The Property had been used as a dry cleaning operation, and was the site of release(s) of certain hazardous substances, pollutants, or contaminants. Groundwater contamination associated with the dry cleaning operation, consisting of a chlorinated volatile organic

compound plume, has impacted the Property. Tetrachloroethylene, which was used in the dry cleaning process, is the primary contaminant of concern. The contaminant plume also contains trichloroethylene, cis-1,2-dichloroethylene, and vinyl chloride, which are breakdown products of tetrachloroethylene.

D. The Property is the subject of an environmental response project or action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*

E. The Agencies, as defined in Neb. Rev. Stat. §76-2602, are the Environmental Protection Agency (EPA) and the Nebraska Department of Environment and Energy (NDEE).

F. The EPA is the current owner of the fee simple of the real property subject to this Amended Environmental Covenant. The EPA consents to this amendment in accordance with Neb. Rev. Stat. §76-2610(b). In addition, the EPA and the NDEE, as the Agencies, waive the right of the current owner to sign this amendment in accordance with Neb. Rev. Stat. §76-2610(a)(2).

G. This Amended Environmental Covenant is being executed by consent of each remaining person that signed the Original Environmental Covenant in accordance with the Nebraska Uniform Environmental Covenants Act, §76-2610(a) and (b).

H. The selected environmental response project or action is documented in a Record of Decision ("ROD") for the Columbus 10<sup>th</sup> Street Superfund Site, signed on September 29, 2005, and in a ROD Amendment, signed on December 26, 2012. The administrative record for this project or action is available to the public and located at the NDEE, 1200 N St., Suite 400, Lincoln, NE. These amendments to the Original Environmental Covenant are necessary to clarify the activity and use limitations as a result of the response activities conducted in accordance with the ROD Amendment.

**NOW, THEREFORE,**

The parties to this Amended Environmental Covenant hereby declare that the Property will hereinafter be bound by, held, sold, and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 11 below.

1. Representations and Warranties. This instrument is an Amended Environmental Covenant amended by consent of all parties to the Original Environmental Covenant, and is executed and recorded pursuant to Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. §§76-2601 to 76-2613. This instrument incorporates the Grantor's warranties established in the Original Environmental Covenant, to wit:

a. The Grantor was the sole fee title owner of the Property;

- b. The Grantor held sufficient fee title to the Property to grant the rights and interests described in the Original Environmental Covenant free of any conflicting legal and equitable claims; and
- c. The Grantor identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lien holders, and lessees, and secured their consent.

2. Purpose. The purpose of this Amended Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the approved remediation.

3. Running with the Land. This Amended Environmental Covenant is perpetual and conveys to the Holder/Grantee real property rights that will run with the land, and gives to the Agencies the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Amended Environmental Covenant are binding on all current and future owners, their successors, heirs, executors, assigns, and transferees, and all persons, corporations, or other entities obtaining or succeeding to any right, title, or interest in the Property after the effective date of this Amended Environmental Covenant. All real estate, lots, or parcels located within the Property are subject to the terms, conditions, obligations, and limitations in this Amended Environmental Covenant. Acceptance of any conveyance, transfer, lease, or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees, and assigns to the terms, conditions, obligations, and limitations during their respective period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be promptly provided to the Agencies by the transferor. The then current owners are bound by the terms, conditions, obligations, and limitations in this Amended Environmental Covenant only during their period of ownership or occupancy after the effective date. This Amended Environmental Covenant in no way amends, modifies, limits, or releases the current or future owners from any duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. The Property is subject to the following activity and use limitations:

- a. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by the Agencies, is prohibited.
- b. Except where excavation is necessary to prevent or address a previously unknown threat to human health or the environment, any digging, drilling, excavating, constructing, earth moving, or other land disturbing activities that extend below the depth of the water table are prohibited without the prior written approval of the Agencies. The water table generally fluctuates between 8 and 12 feet below ground surface.

- c. No structures capable of human occupancy (including residences, offices, or other workplaces, etc.) may be built on the Property without a properly designed and constructed vapor mitigation system approved by the Agencies that is designed to prevent airborne concentrations of volatile organic compounds within the structure from exceeding the applicable risk-based standards.
- d. Removal, alteration, or replace in kind of the existing monitoring wells, as shown on Attachment 1, or interference with reasonable access to these wells is prohibited without the prior written approval of the Agencies.

5. Reserved Rights of Owner. This Amended Environmental Covenant hereby reserves unto the then current owner and its successors all rights and privileges in and to the use of the Property, which are not incompatible with the limitations granted herein.

6. Compliance Reporting. One year from the effective date of this Amended Environmental Covenant, and on an annual basis thereafter until such time as this Amended Environmental Covenant is terminated, the then current fee simple owner of the Property shall submit to the Agencies written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Amended Environmental Covenant shall notify the Agencies as soon as possible of conditions that would constitute a breach of the activity and use limitations.

7. Enforcement. The terms of this Amended Environmental Covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Neb. Rev. Stat. §76-2611. Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Amended Environmental Covenant shall restrict or limit the Agencies from exercising any authority under applicable law. The prevailing party in any action to enforce any provision of this Amended Environmental Covenant is entitled to recover all costs of such action, including reasonable attorney fees. Any Holder/Grantee and the Agencies shall be entitled to recover damages for violations of this Amended Environmental Covenant or for any injury to the remedial action required by the Agencies, to the public or to the environment protected by this Amended Environmental Covenant.

8. Rights of Access. The terms of this Amended Environmental Covenant provide that the current owner and all future owners hereby grant to the Agencies, its agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Amended Environmental Covenant. This right of access also grants the Agencies, its agents, contractors, and employees access over the Property for purposes of implementing, facilitating, and monitoring the source control and groundwater remedies required by the EPA. Nothing in this Amended Environmental Covenant shall limit or otherwise affect the Agencies' right

of entry and access or the Agencies' authority to take response actions under applicable law.

9. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases, and mortgages, shall contain a notice of the activity and use limitations set forth in this Amended Environmental Covenant, and provide the recorded location of this Amended Environmental Covenant. The notice shall be in substantially the form set forth below.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN AMENDED ENVIRONMENTAL COVENANT DATED \_\_\_\_\_, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF PLATTE COUNTY, NEBRASKA ON \_\_\_\_\_, IN INSTRUMENT NO. \_\_\_\_\_. THE AMENDED ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. Extraction and use of groundwater underlying the Property, except for investigation or remediation approved by the Agencies, is prohibited.
- b. Except where excavation is necessary to prevent or address a previously unknown threat to human health or the environment, any digging, drilling, excavating, constructing, earth moving, or other land disturbing activities that extend below the depth of the water table are prohibited without the prior written approval of the Agencies. The water table generally fluctuates between 8 and 12 feet below ground surface.
- c. No structures capable of human occupancy (including residences, offices, or other workplaces, etc.) may be built on the Property without a properly designed and constructed vapor mitigation system approved by the Agencies that is designed to prevent airborne concentrations of volatile organic compounds within the structure from exceeding the applicable risk-based standards.
- d. Removal, alteration, or replace in kind of the existing monitoring wells, as shown on Attachment 1, or interference with reasonable access to these wells is prohibited without the prior written approval of the Agencies.

10. Waiver of Certain Defenses. The persons and entities bound by this Amended Environmental Covenant hereby waive any defense to the enforcement of this Amended Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.

11. Amendment and Termination. Amendment or termination of this Amended Environmental Covenant shall comply with Neb. Rev. Stat. §76-2610. The terms of this Amended Environmental Covenant may be modified or terminated by written consent of the Director of the Agencies, the then current fee simple title owner, and all original

signatories unless exempted by Neb. Rev. Stat. §76-2610. The amendment or termination is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any amendment or termination of this Amended Environmental Covenant shall be as provided by Neb. Rev. Stat. §76-2609 and such additional terms as specified in this Amended Environmental Covenant. As provided in Neb. Rev. Stat. §76-2610(c), except for an assignment undertaken pursuant to a governmental reorganization, assignment of an Environmental Covenant to a new holder is an amendment.

12. Severability. If any provision of this Amended Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Captions. The captions in this Amended Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.

14. Governing Law. This Amended Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

15. Recordation. This Amended Environmental Covenant shall be recorded in the same manner as a deed to the Property, with the Platte County Register of Deeds.

16. Effective Date. The effective date of this Amended Environmental Covenant is the date upon which the fully executed Amended Environmental Covenant has been recorded as a deed record for the Property with the Platte County Register of Deeds.

17. Distribution of Amended Environmental Covenant. A file- and date-stamped copy of the recorded Amended Environmental Covenant shall be provided to the Agencies and each person identified in Neb. Rev. Stat. §76-2607(a) and §76-2608(c).

18. Notice. Unless otherwise notified in writing by the Agencies, any document or communication required by this Amended Environmental Covenant shall be submitted to:

If to the Grantor of the Original Environmental Covenant:

Dean R. Soulliere and Colleen A. Soulliere  
6166 Country Club Drive  
Columbus, NE 68601

If to the Holder/Grantee:

Dean R. Soulliere and Colleen A. Soulliere  
6166 Country Club Drive  
Columbus, NE 68601

If to the Agencies:

Remediation Section  
Land Management Division  
Nebraska Department of Environment and Energy  
P.O. Box 98922  
Lincoln, NE 68509

Director, Superfund & Emergency Management Division  
U.S. Environmental Protection Agency  
11201 Renner Boulevard  
Lenexa, KS 66219

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**HOLDER/GRANTEE:**

**IN WITNESS WHEREOF**, Holder/Grantee of this Amended Environmental Covenant, has caused this Amended Environmental Covenant to be executed on this 20<sup>th</sup> day of April, 2020.

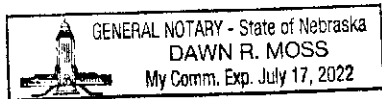
By: Deceased  
Dean R. Soulliere

By: Colleen A. Soulliere  
Colleen A. Soulliere

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF PLATTE            )

I, the undersigned, a Notary Public in and for the State of Nebraska, whose commission as such expires on the 17 day of July, 2022, do hereby certify that on this day within the State of Nebraska personally appeared before me Dean R. Soulliere and Colleen A. Soulliere, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be their free act and deed, dated this 20<sup>th</sup> day of April, 2020.

GIVEN UNDER MY HAND AND SEAL this 20<sup>th</sup> day of April, 2020.



Dawn R. Moss  
Notary Public  
Notary Registration No. NA



**AGENCY:**

**IN WITNESS WHEREOF**, EPA, as an Agency defined in Neb. Rev. Stat. § 76-2602(2), is not a party to this Amended Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Amended Environmental Covenant, nor is EPA a Holder under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a).

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

By: Mary P. Peterson  
Mary P. Peterson, Director  
Superfund & Emergency Management Division, EPA  
Region 7

STATE OF KANSAS                    )  
  ) ss.  
COUNTY OF JOHNSON            )

The foregoing instrument was acknowledged before me on this 27<sup>th</sup> day of July, 2020, by Mary P. Peterson, the Director of the Superfund and Emergency Management Division, EPA Region 7, who acknowledged said Amended Environmental Covenant on behalf of the Agency.

(SEAL)

Sarah A. Moreno  
Notary Public





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2262 25th Avenue  
Columbus, NE 68601

**Legal Description:** Lots 1 and 2, excepting the north 7 feet thereof, Block 16, Phillip's 3rd Addition to the City of Columbus, in the NW¼ of the NE¼ of Section 19, Township 17 North, Range 1 East of the Sixth Principal Meridian, Platte County, Nebraska.

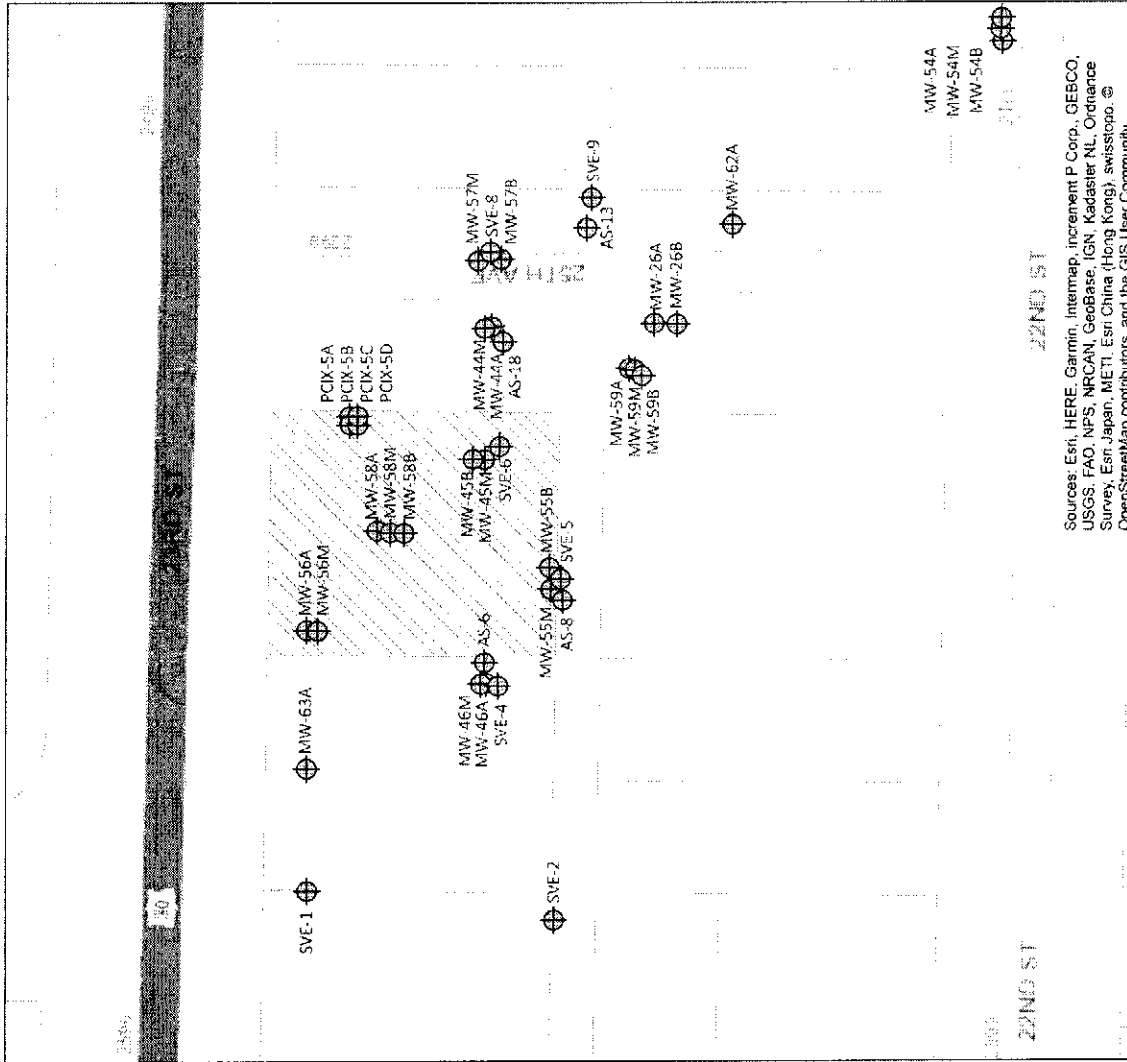
The tract of land herein described contains 0.21 of an acre, more or less.

**Platte County Assessor Tax Parcel Identification Number:** 710106848.

**Legend:**  
 Property Boundary  
 Monitoring Well



DISCLAIMER: THIS MAP IS NOT INTENDED FOR CONVEYANCES, NOR IS IT A LEGAL SURVEY. THE INFORMATION IS PRESENTED ON A BEST-EFFORTS BASIS, AND SHOULD NOT BE RELIED UPON FOR MAKING FINANCIAL, SURVEY, LEGAL, OR OTHER COMMITMENTS.



Sources: Esri, HERE, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

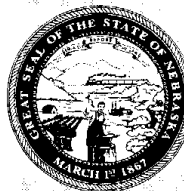
# ATTACHMENT 1

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE STATE OF NEBRASKA, IT CERTIFIES THE DOCUMENT BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES, VITAL RECORDS OFFICE, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS

DATE OF ISSUANCE  
8/5/2019  
LINCOLN, NEBRASKA

*RZF*  
RUSSELL FOSLER  
ASSISTANT STATE REGISTRAR  
DEPARTMENT OF HEALTH  
AND HUMAN SERVICES



STATE OF NEBRASKA - DEPARTMENT OF HEALTH AND HUMAN SERVICES

CERTIFICATE OF DEATH

19 09660

1. DECEDENT'S NAME (First, Middle, Last, Suffix) Dean R Soulliere			2. SEX Male		3. DATE OF DEATH (Mo., Day, Yr.) July 28, 2019	
4. CITY AND STATE OR TERRITORY, OR FOREIGN COUNTRY OF BIRTH Columbus, Nebraska			5a. AGE - Last Birthday (Yrs.) 83	5b. UNDER 1 YEAR MOS. DAYS	5c. UNDER 1 DAY HOURS MINS.	6. DATE OF BIRTH (Mo., Day, Yr.) January 24, 1936
7. SOCIAL SECURITY NUMBER 506-40-8093			8a. PLACE OF DEATH HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA OTHER <input checked="" type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)			
8b. FACILITY NAME (If not institution, give street and number) Brookestone Acres			8c. CITY OR TOWN OF DEATH (Include Zip Code) Columbus 68601			
9a. RESIDENCE STATE Nebraska			9b. COUNTY Platte		9c. CITY OR TOWN Columbus	
9d. STREET AND NUMBER 6166 Country Club Drive			9e. APT. NO.	9f. ZIP CODE 68601	9g. INSIDE CITY LIMITS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
10a. MARITAL STATUS AT TIME OF DEATH <input checked="" type="checkbox"/> Married <input type="checkbox"/> Never Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Unknown			10b. NAME OF SPOUSE (First, Middle, Last, Suffix) If wife, give maiden name Colleen Kelly			
11. FATHER'S NAME (First, Middle, Last, Suffix) Ernest Soulliere			12. MOTHER'S NAME (First, Middle, Maiden Surname) Katherine Melcher			
13. EVER IN U.S. ARMED FORCES? Give dates of service if Yes. (Yes, No, or Unk.) Yes 07/27/1954-06/21/1956			14a. INFORMANT NAME Colleen Soulliere		14b. RELATIONSHIP TO DECEDENT Spouse	
15. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Donation <input type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal <input type="checkbox"/> Other (Specify)		16a. EMBALMER SIGNATURE Brad Eickhoff		16b. LICENSE NO. 1248	16c. DATE (Mo., Day, Yr.) July 31, 2019	
17a. FUNERAL HOME NAME AND MAILING ADDRESS (Street, City or Town, State) McKown Funeral Home, Inc., 2922 13th Street, Columbus, Nebraska			17b. Zip Code 68601		17c. STATE Nebraska	
<b>CAUSE OF DEATH (See instructions and examples)</b>						
18. PART I. Enter the chain of events--diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.					APPROXIMATE INTERVAL	
IMMEDIATE CAUSE (Final disease or condition resulting in death) a) Alzheimer's Dementia					onset to death Years	
DUE TO, OR AS A CONSEQUENCE OF: b)					onset to death	
DUE TO, OR AS A CONSEQUENCE OF: c)					onset to death	
DUE TO, OR AS A CONSEQUENCE OF: d)					onset to death	
18. PART II. OTHER SIGNIFICANT CONDITIONS-Conditions contributing to the death but not resulting in the underlying cause given in PART I.					19. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
20. IF FEMALE: <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		21a. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined		21b. IF TRANSPORTATION INJURY <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	21c. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
22a. DATE OF INJURY (Mo., Day, Yr.)		22b. TIME OF INJURY	22c. PLACE OF INJURY-At home, farm, street, factory, office building, construction site, etc. (Specify)			
22d. INJURY AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO		22e. DESCRIBE HOW INJURY OCCURRED				
22f. LOCATION OF INJURY - STREET & NUMBER, APT. NO.		CITY/TOWN	STATE	ZIP CODE		
23a. DATE OF DEATH (Mo., Day, Yr.) July 28, 2019		23b. DATE SIGNED (Mo., Day, Yr.) July 30, 2019		23c. TIME OF DEATH 12:20 AM	23d. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title) Jeffrey C. Gotschall, MD	
24a. DATE SIGNED (Mo., Day, Yr.)		24b. TIME OF DEATH	24c. PRONOUNCED DEAD (Mo., Day, Yr.)	24d. TIME PRONOUNCED DEAD		
24e. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature and Title)						
25. DID TOBACCO USE CONTRIBUTE TO THE DEATH? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PROBABLY <input type="checkbox"/> UNKNOWN		26a. HAS ORGAN OR TISSUE DONATION BEEN CONSIDERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		26b. WAS CONSENT GRANTED? Not Applicable if 26a is NO <input type="checkbox"/> YES <input type="checkbox"/> NO		
27. NAME, TITLE AND ADDRESS OF CERTIFIER (Type or Print) Jeffrey C. Gotschall, MD, 1454 28th Ave, Columbus, Nebraska, 68601					28a. REGISTRAR'S SIGNATURE <i>RZF</i>	
					28b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) August 1, 2019	

Pursuant to section 30-2413, demands for notice which may affect the estate of the deceased are filed with the county court in the county where the decedent resided at the time of death.

0576919