

FILED  
APR 26 2012

IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT  
OF MISSOURI AT HILLSBORO, JEFFERSON COUNTY, MISSOURI  
DIVISION NO. V

HOWARD WAGNER  
CIRCUIT CLERK

IN RE THE MARRIAGE OF:

LINDA ZWEIFEL,  
S.S.N. XXX-XX-5589

Petitioner,

vs.

RANDALL ZWEIFEL,  
S.S.N. XXX-XX-6639

Respondent.

Cause No. 09JE-DR00715

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE

COMES NOW the Court, on this 18 day of May, 2012, upon the parties' pleadings, Separation Agreement, and Affidavits for Judgment heretofore submitted by the parties, pursuant to Local Court Rule 68.9, and finds as follows:

The Court, having considered the record and the evidence adduced and entered into the record, now finds:

1. That Petitioner and Respondent have been residents of the State of Missouri for ninety (90) days next preceding commencement of this action, and that thirty (30) days have elapsed since the filing of the Petition herein, that the Court has jurisdiction over the subject matter and the person of the parties, that neither party is a member of the Armed Forces of the United States or her allies;
2. That the parties were married on the 30th day of October, 1993 and said marriage is registered at Hillsboro, Missouri in Jefferson County;
3. That Petition for Dissolution of Marriage was filed on the 24th day of March, 2009;
4. The Court further finds that there were no children born to this marriage;
5. That Petitioner is not now pregnant;
6. The Court further finds that the parties have entered into a Separation Agreement

attached hereto and that the terms of said Agreement signed by the parties is reasonable and not unconscionable and Orders it incorporated by this reference as though fully set out herein and Orders the parties to perform the terms of said Agreement.

7. The Court further finds that no maintenance shall be awarded to either party, the right thereto having been waived; The waiver of maintenance is not modifiable;

8. That there remains no reasonable likelihood the marriage of the Petitioner and Respondent can be preserved and it is therefore irretrievably broken;

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

1. The marriage of Petitioner and Respondent shall be, and the same hereby is, dissolved.

2. The Court further finds that the parties have entered into a Separation Agreement attached hereto and that the terms of said Agreement signed by the parties is reasonable and not unconscionable and Orders it incorporated by this reference as though fully set out herein and Orders the parties to perform the terms of said Agreement.

3. The Court further finds that no maintenance shall be awarded to either party, the right thereto having been waived; The waiver of maintenance is not modifiable;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:** The parties shall timely execute any and all documents necessary to fully and properly effectuate the terms of this Judgment. The parties shall perform the terms of said Separation Agreement which is herein incorporated in its entirety by reference, and therefore shall become the order of this Court.

SO ORDERED on this 15<sup>th</sup> day of May 2012.


  
\_\_\_\_\_  
LISA PAGE  
JUDGE, DIVISION 5  
TWENTY-THIRD JUDICIAL CIRCUIT OF  
MISSOURI, JEFFERSON COUNTY

EXHIBIT 1

**FILED**  
APR 26 2012

STATE OF MISSOURI )  
COUNTY OF JEFFERSON )

SS

HOWARD WAGNER  
CIRCUIT CLERK

IN THE 23<sup>rd</sup> CIRCUIT COURT  
OF JEFFERSON COUNTY, MISSOURI

In re the Marriage of:

Linda R. Zweifel  
SSN: XXX-XX-5589

Petitioner

and

Randall Zweifel  
SSN: XXX-XX-6639

Respondent

Cause: 09JE-DR00715

Division: 5

**MARITAL SETTLEMENT AGREEMENT**

This Marital Settlement Agreement, which will be referred to as the "Agreement," is made by Linda R. Zweifel and Randall Zweifel, residents of the State of Missouri, who will be referred to as "Linda" and "Randy" respectively, or as the "parties" in this Agreement. By this Agreement, the parties have divided all marital property and determined their respective financial responsibilities.

Both parties wish to reach a settlement concerning the issues presented by the dissolution of their marriage. This Agreement sets out the process they have used to arrive at settlement and the decisions they have reached. Those agreements and decisions are organized as follows:

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**SECTION 1. INTRODUCTION: REASONS AND BASES FOR THIS AGREEMENT**

1.01 The parties have decided and agree that they can no longer live together because of irreconcilable differences, there is no reasonable likelihood that their marriage can be preserved, and, therefore, the marriage is irretrievably broken.

1.02 A Petition for Dissolution of Marriage has been filed in the Circuit Court of Jefferson County, Missouri.

1.03 There were no children born of the parties' marriage.

1.04 The parties have reached this Agreement through formal mediation with Rebecca T. Magruder as the mediator in order to obtain a settlement they consider fair and reasonable for themselves. The parties acknowledge and agree that the mediator is not acting in the capacity as an attorney for either party, that she is not giving either party legal advice, and that both parties have had ample opportunity to consult with attorneys regarding this dissolution proceeding and this Agreement.

1.05 The parties stipulate and represent that they have fully disclosed to each other all marital and separate property held by each of them as well as all other matters relevant and material to their financial condition. If either desired and requested appraisals as to the value of the real property or any other asset, those documents were provided. Both parties have had the opportunity to seek whatever professional consultation and advice with accountants, attorneys, or other experts either deemed appropriate to make informed decisions. Each party expressly represents to the other that they have relied upon the full and complete disclosure of the other person in entering into this Agreement.

1.06 The parties believe that this Agreement is fair and equitable. They agree to submit it to the Court and request that the Court accept the Agreement and incorporate it into the Judgment of Dissolution of Marriage to be performed by the parties. They understand that the Agreement is subject to the final approval of the Court as required by law and contingent upon the Court entering a final Judgment of Dissolution of Marriage, which will be referred to in this Agreement as "Judgment."

LINDA AND RANDY, IN CONSIDERATION OF THEIR MUTUAL PROMISES SET OUT IN THIS AGREEMENT, BOTH AGREE THAT THE FOLLOWING PROVISIONS, TERMS, AND CONDITIONS SHALL BE APPLICABLE AND BINDING UPON BOTH OF THEM IN THE COMPLETE SETTLEMENT OF THEIR DISSOLUTION OF MARRIAGE.

**SECTION 2. WAIVER OF MAINTENANCE**

Both parties are in good health, are able to maintain appropriate employment to support themselves, and believe this Agreement as a whole allows both parties sufficient financial resources and security to support themselves in the future. Therefore, by this Agreement, both parties waive any rights they may have to maintenance. Both parties understand that they are forever barred from returning to this or any other Court to obtain maintenance in the future. This waiver of maintenance is not modifiable.

**SECTION 3. PERSONAL PROPERTY**

**3.01 Vehicle - 1994 Charger Bass Boat**

Randy is awarded all right, title, and interest in the 1994 Charger Bass Boat, motor, and trailer, VIN: 1LBT12029R1S93085, which are titled jointly in both parties' names. There is no debt owed against the boat, motor, and trailer. Randy shall be responsible for all expenses associated with the boat, motor, and trailer, including, but not limited to, personal property taxes, license fees, insurance, repairs, and maintenance expenses associated with the boat, motor, and trailer. Linda shall waive all right, title, and interest she may have in the boat, motor, and trailer and shall do any act necessary, including the execution of an affidavit of gift, to transfer title to Randy's sole name.

3.02 Household and Other Personal Goods

The parties have equitably divided the household furnishings and other personal goods that they have agreed are marital property and set apart to each other those items that they have agreed are not marital property. Linda is awarded all household furnishings and other personal goods located at the marital residence in Hillsboro, Missouri, except for the following items, which will be awarded to Randy: fishing equipment, guns, and the coin collection. Randy is awarded all household furnishings and other personal goods currently in his possession at the rental house in Ballwin, Missouri. Linda and Randy will make arrangements for the parties to exchange the fishing equipment, guns, and the coin collection awarded to Randy at a mutually agreeable time.

3.03 Bank Accounts

Each party is awarded any sums of money in any checking or savings account that either of them currently holds in their separate names, and each party agrees to waive all right, title, and interest in the other party's bank accounts. Currently, Linda holds a Rockwood Bank checking account #...8201 in her sole name, and Randy holds a Rockwood Bank checking account #...6201 in his sole name.

3.04 Life Insurance Policies

(1) Policies Awarded Solely to Linda Linda is awarded all right, title, and interest in the life insurance policies titled in her sole name. Randy shall waive all right, title, and interest he may have in these policies, including any cash value in these policies. The life insurance policies awarded solely to Linda are listed below:

Prudential – term life policy – Linda owner and insured

AXA Equitable – flexible premium variable life policy #...7 215 – Linda owner and insured

(2) Policies Awarded Solely to Randy Randy is awarded all right, title, and interest in the life insurance policies titled in his sole name. Linda shall waive all right, title, and interest she may have in these policies, including any cash value in these policies. The life insurance policies awarded solely to Randy are listed below:

AXA Equitable – flexible premium variable life policy #...1329 – Randy owner and insured

John Hancock – policy #...1799 – Randy owner and insured

John Hancock – policy #...3675 – Randy owner and insured

### 3.05 Equitable Division of Personal Property

The parties have taken into account the disposition of the personal property that is considered to be marital property in the equitable division of the marital assets. Each party represents and warrants that he or she has no interest in any personal property not specifically mentioned in this Agreement and that there is no indebtedness or other liability associated with the personal property in this Agreement except as previously identified.

## SECTION 4. REAL PROPERTY

### 4.01 Marital Residence

(1) Description The parties presently hold, as husband and wife, title to real property located at 3559 State Road Z, Hillsboro, Missouri 63050, which will be referred to as the "marital residence" in this Agreement. There are two debts against the marital residence: (1) the primary mortgage owed to US Bank, account #...5072 and (2) the second mortgage owed to US Bank, account #...6-986, both of which are held jointly in both parties' names. The legal description for the marital residence is attached to and incorporated into this Agreement as Exhibit I-A.

(2) Responsibility for and Retention of the Marital Residence Linda is awarded all right, title, and interest in the marital residence. Linda shall be solely responsible for the expenses for the marital residence, including, but not limited to, the primary mortgage owed to US Bank, the second mortgage owed to US Bank, utilities, insurance, taxes, and upkeep of the property. Linda agrees to refinance the debts on the marital residence into her sole name as soon as possible following the date of the entry of Judgment so as to remove Randy from any responsibility for the debt on the marital residence. Linda and Randy acknowledge that it is impossible to know when Linda might be able to refinance the debt owed to



US Bank due to credit reports concerning property they previously held in Florida. Linda agrees that she will make all reasonable efforts to refinance the debt owed to US Bank as soon as she can.

Linda agrees to save and hold Randy harmless of and from all liabilities in connection with the marital residence, including but not limited to, but only by way of example, all suit costs, court costs, transportation costs and reasonable attorney's fees which Randy may incur by reason of Linda's failure to meet her obligations under this paragraph. At the time of the entry of Judgment, Randy will sign a quit claim deed and any other documents reasonably required to allow transfer of the title to the marital residence to Linda's sole name as a single person and shall waive all right, title, and interest he may have in the marital residence.

4.02 1844 South Square Drive Property

(1) Description The parties presently hold, in the name of Lawn Managers, Inc., title to real property located at 1844 South Square Drive, High Ridge, Missouri 63049, which will be referred to in this Agreement as the "1844 South Square Drive property." There is no debt owed against the 1844 South Square Drive property. The legal description for the 1844 South Square Drive property is attached to and incorporated into this Agreement as Exhibit I-B.

(2) Responsibility for and Retention of the 1844 South Square Drive Property Randy is awarded all right, title, and interest in the 1844 South Square Drive property. Randy shall be solely responsible for the expenses for the 1844 South Square Drive property, including, but not limited to, utilities, insurance, taxes, and upkeep of the property. Randy agrees to save and hold Linda harmless of and from all liabilities in connection with the 1844 South Square Drive property, including but not limited to, but only by way of example, all suit costs, court costs, transportation costs and reasonable attorney's fees which Linda may incur by reason of Randy's failure to meet his obligations under this paragraph.

4.03 120 Old Meramec Station Road Property

(1) Description Linda has a contract to purchase real property located at 120 Old Meramec Station Road, Manchester, Missouri 63021, which will be referred to in this Agreement as the "120 Old



Meramec Station Road property." The closing date for the purchase of this property is unknown. An abbreviated, meaning not for recording purposes, legal description for the 120 Old Meramec Station Road property is attached to and incorporated into this Agreement as Exhibit I-C.

(2) Responsibility for and Retention of the 120 Old Meramec Station Road Property Linda is awarded all right, title, and interest in the 120 Old Meramec Station Road property should she successfully complete the purchase. Linda shall be solely responsible for the expenses for the 120 Old Meramec Station Road property, including, but not limited to, any debt she may incur to purchase the property, utilities, insurance, taxes, and upkeep of the property. Linda agrees to save and hold Randy harmless of and from all liabilities in connection with the 120 Old Meramec Station Road property, including but not limited to, but only by way of example, all suit costs, court costs, transportation costs and reasonable attorney's fees which Randy may incur by reason of Linda's failure to meet her obligations under this paragraph. If necessary, Randy will sign a quit claim deed and any other documents reasonably required to allow transfer of the title to the 120 Old Meramec Station Road property to Linda's sole name as a single person or to Linda's corporate name and shall waive all right, title, and interest he may have in the property.

#### 4.04 Equitable Division of Equity in the Marital Real Property

The parties have taken into account the net equity value of the real property in the division of marital assets. In order to equalize the distribution of marital real property, Randy shall pay directly to Linda a cash settlement of \$67,000 on or before the date of the closing on the purchase of the 120 Old Meramec Station Road property, or any other real property that Linda may purchase in lieu of 120 Old Meramec Station Road. This cash settlement is not to be considered as maintenance, alimony, or income to Linda, but rather is part of a marital property settlement between the parties. Each party represents and warrants that he or she has no interest in any real property not specifically mentioned in this Agreement and that there is no indebtedness or other liability associated with the property in this Agreement except as previously identified.

## **SECTION 5. BUSINESS INTEREST**

### **5.01 Description of Business and Division of Corporate Shares**

Linda holds 500 shares (50% ownership interest) and Randy holds 500 shares (50% ownership interest) in a corporation known as Lawn Managers, Inc. Linda shall assign 100% of her shares of this corporation to Randy so that he may hold 100% ownership of the corporation. Randy will retain the corporate name of Lawn Managers, Inc. Randy and Linda acknowledge and agree that, of the money remaining in the corporation's bank account, \$188,000 represents gross revenue from work that was performed in 2011. Of this \$188,000, Randy is awarded \$94,000 and Linda is awarded \$94,000. Of the \$94,000 that is awarded to each party, \$55,000 has already been taxed for the 2011 tax year and \$39,000 will be included in each party's 2012 tax year corporate tax returns. Randy and Linda acknowledge and agree that any money in excess of \$188,000 that remains in the corporate bank account represents revenue from work performed in 2012. Randy and Linda agree that they will devise a plan to divide the money in excess of \$188,000 in a manner consistent with their division of the accounts that are outlined in paragraphs 5.02(1), 5.02(2)(a), and 5.02(2)(b). Except as delineated above and below in this Section 5, the parties agree that Randy shall be awarded all right, title, and interest in this business and shall receive any funds, accounts receivable, and assets of this business. Except as delineated below in this Section 5, Randy shall be responsible for all liabilities associated with this business. Except as delineated below in this Section 5, Randy shall indemnify and hold Linda harmless from any and all liabilities associated with this business, including but not limited to all reasonable suit costs, court costs and attorney's fees which she may incur in connection with this business and/or in enforcing this obligation to indemnify and hold harmless. Except as delineated above and below in this Section 5, Linda shall waive all right, title, and interest she may have in this business to Randy. Each party agrees to sign any necessary documents required to effectuate the transfer of stock shares, ownership, or funds from one party to the other.

### **5.02 Division of Accounts and Accounts Receivables**

(1) **Commercial Accounts** Linda is awarded all right, title, and interest in the Lawn Champs and miscellaneous commercial accounts and accounts receivables of the corporation. Randy is awarded all right, title and interest in all other commercial accounts and accounts receivables of the business.

(2) Residential Accounts

(a) Accounts Awarded to Linda Linda is awarded all right, title, and interest in all residential accounts and accounts receivables of the corporation in the following zip codes:

Zip Code	Township
63341	Defiance
63368	Dardenne Prairie
63366	O'Fallon
63376	St. Peters
63304	St. Charles
63303	St. Charles
63301	St. Charles
63367	Lake St. Louis
63385	Wentzville
63362	Moscow Mills
63379	Troy
63349	Hawk Point
63021	Manchester
63122	Kirkwood
63131	Des Peres, Town & Country, Frontenac
63141	Creve Coeur
63124	Ladue
63010	Arnold
63052	Imperial

(b) Accounts Awarded to Randy Randy is awarded all right, title, and interest in all residential accounts and accounts receivables of the corporation in the following zip codes:

Zip Code	Township
63055	Labadie
63069	Wildwood, Pacific
63073	St. Albans
63005	Chesterfield
63011	Ballwin
63017	Chesterfield
63025	Eureka
63038	Glencoe
63040	Grover
63042	Hazelwood
63043	Maryland Heights
63044	Bridgeton
63045	Earth City
63074	St. Ann
63105	Clayton
63114	Breckenridge Hills, Overland
63117	Richmond Heights
63130	University City
63132	Olivette
63146	St. Louis County (Westport area)
63031	Florissant
63033	Black Jack
63034	Florissant
63135	North St. Louis County (Ferguson)
63137	North St. Louis County (Bellefontaine Neighbors)
63138	North St. Louis County (Spanish Lake)

63026	Fenton
63088	Valley Park
63119	Webster Groves
63123	St. Louis (Shrewsbury, Marlborough, Lakeshire)
63125	Crestwood
63126	Crestwood, Sappington
63127	Sunset Hills
63128	South St. Louis County
63129	South St. Louis County
63144	Brentwood
63104	St. Louis City
63108	St. Louis City
63109	St. Louis City
63110	St. Louis City
63111	St. Louis City
63116	St. Louis City
63139	St. Louis City
63012	Barnhart
63016	Cedar Hill
63019	Crystal City
63028	Festus
63048	Herculaneum
63049	High Ridge
63051	House Springs
63070	Pevely
63050	Hillsboro

5.03 Division of Equipment and Vehicles

(1) Division of Outdoor Equipment and Indoor Office Equipment Each party is awarded all right, title, and interest in each item that is designated by an X under his or her name in the following chart:

Item	Awarded to Linda	Awarded to Randy
New 14 foot large trailer	X	
Old 14 foot large trailer		X
Old 16 foot large trailer		X
2008 and 2011 Turf tractor and trailer	X	
1999, 2002, and 2008 Turf tractor and trailer		X
1 new and 4 old aerators	X	
1 new and 3 old aerators		X
1 newer ride-on spreader	X	
2 older ride-on spreaders		X
1 new and 1 old slice seeder	X	
2 old slice seeders		X
1 Forklift		X
Tools	X	X
Linda's desk chair	X	
1 Xerox printer	X	
1 new small printer	X	
1 new server	X	
1 workstation	X	
1 new workstation	X	
1 laptop computer	X	
All other office equipment not identified above		X

(2) Division of Vehicles Each party is awarded all right, title, and interest in each vehicle that is designated by an X under his or her name in the following chart. Each party is responsible for any debt



owed on a vehicle that is awarded to him or her. Randy shall indemnify and hold Linda harmless from any and all liabilities associated with any vehicles awarded to him, including but not limited to all reasonable suit costs, court costs and attorney's fees which Linda may incur in connection with the vehicles awarded to Randy and/or in enforcing this obligation to indemnify and hold harmless. Linda shall indemnify and hold Randy harmless from any and all liabilities associated with any vehicles awarded to her, including but not limited to all reasonable suit costs, court costs and attorney's fees which Randy may incur in connection with the vehicles awarded to Linda and/or in enforcing this obligation to indemnify and hold harmless. The two Ford Econoline vehicles marked with an asterisk (\*) will be sold for scrap with the proceeds of the sale to be awarded 50% to Linda and 50% to be awarded to Randy. If the parties are not able to sell one or both of the Ford Econolines, then each party shall be allowed to claim 50% of the tax credit for these vehicles.

Vehicle	Title	Debt	Awarded to Linda	Awarded to Randy
1997 Ford Econoline* VIN: 1FTJE34L6VHA02467	Lawn Managers, Inc.	None	X 50%	X 50%
1999 Ford Econoline* VIN: 1FTSS34L5XHA16441	Lawn Managers, Inc.	None	X 50%	X 50%
1999 Ford F450-SD VIN: 3FDXF46S9XMA31795	Lawn Managers, Inc.	None		X
2000 Ford F250 VIN: 1FTNF20L3YEC21665	Lawn Managers, Inc.	None		X
2001 Ford F450 VIN: 1FDXF46S51EB55026	Lawn Managers, Inc.	None	X	
2002 GMC C 1500 VIN: 1GTEC14V12Z107369	Lawn Managers, Inc.	None		X
2003 Ford F 450 VIN: 1FDXF46S43ED16808	Lawn Managers, Inc.	None	X	
2003 BMW M3 VIN: WBSBR93473PK01805	Linda	None	X	
2005 Ford Econoline VIN: 1FTSE34L75HA79191	Lawn Managers, Inc.	None	X	
2005 Ford E 350 VIN: 1FTSE34L25HA79180	Lawn Managers, Inc.	None		X



2005 Ford F 250 VIN: 1FTNF20505ED25494	Lawn Managers, Inc.	None	X	
1995 Homemade Trailer VIN: 1116	Lawn Managers, Inc.	None		X
1996 Homemade Trailer VIN: 3900	Lawn Managers, Inc.	None		X
2001 Ford Econoline VIN: 1FTSE34L31HA22111	Lawn Managers, Inc.	None		X
2005 Ford F 450 VIN: 1FDXF46P05EC57691	Lawn Managers, Inc.	None		X
2006 Ford F 450 VIN: 1FDXF46P16ED35929	Lawn Managers, Inc.	None		X
2005 Jerry Trailer VIN: 4BXVL10125S00538	Lawn Managers, Inc.	None		X
2006 Ford E 350 VIN: 1FTSS34L96HA53962	Lawn Managers, Inc.	None	X	
2009 Ford Econoline VIN: 1FTSE34L29DA47780	Lawn Managers, Inc.	Lawn Managers, Inc. owes debt to Alley	X	
2009 Ford Econoline VIN: 1FTSE34L09DA89073	Lawn Managers, Inc.	Lawn Managers, Inc. owes debt to Alley		X
2006 Cadillac CTS VIN: 1G6DP577060167208	Lawn Managers, Inc. and Linda	Linda owes debt to Alley		X
2011 Heartland Trailer VIN: 430HD1424BM031658	Lawn Managers, Inc.	None	X	
2011 Ford Econo 350 VIN: 1FTSE3EL3BDA29177	Lawn Managers, Inc.	Lawn Managers, Inc. owes debt to Ford Credit	X	
2011 Ford Econo 350 VIN: 1FTSE3EL5BDA29178	Lawn Managers, Inc.	Lawn Managers, Inc. owes debt to Ford Credit		X
2011 GMC Denali VIN: 1GRS2EEF9BR116264	Lawn Managers, Inc. and Linda	Lawn Managers, Inc. and Linda owe debt to Chase	X	
1995 Cadillac Seville VIN: 1G6KY299SU815676	Linda	None	X	
2004 Ford F 150 VIN: 2FTRF17W24CA87615	Lawn Managers, Inc.	None		X

5.04 Completed Litigation

Lawn Managers, Inc. was a plaintiff in a civil suit in St. Louis County, Missouri, *Lawn Managers, Inc. vs. Symmetry Maintenance LLC, Cause No. 11SL-CC00755*, in which the corporation was awarded a judgment for \$122,077 on August 18, 2011. Linda and Randy are each awarded 50% of any sums collected from this judgment, and each party shall be responsible for 50% of any expenses or liabilities associated with this lawsuit.

5.05 Potential Tax Liability

Lawn Managers, Inc. was changed from a "C" corporation to an "S" corporation on October 1, 2004 and the corporate restructuring caused a built-in gain ("BIG") to the company. The difference between the fair market value of the company assets and the tax basis of those assets on October 1, 2004 generated a built in gain of \$362,557. The two major items contributing to the gain are the building at 1844 South Square Drive, High Ridge, Missouri 63049 (\$190,000), and the goodwill of the corporation (\$150,000), which includes the name of the company. If the building at 1844 South Square Drive is sold prior to October 1, 2014, there may be BIG taxes that are owed. Randy and Linda agree that since Randy will be keeping the building at 1844 South Square Drive and keeping the name of the company, that he will responsible for 100% for any BIG taxes that may be owed in the future.

5.06 Development of New Business

Linda will establish a new lawn care company using the name Progressive Lawn Managers, Inc. doing business as Lawn Managers. The parties agree that Linda may use the name Lawn Managers for a period of time no longer than two years from the date of dissolution of marriage. At the end of two years from the date of dissolution of marriage, or sooner if Linda wishes, Linda will use the name Progressive Lawn Managers, Inc. and will discontinue using the name Lawn Managers. For a period of two years from the date of dissolution of marriage, Linda and her employees will refrain from soliciting residential accounts and commercial accounts in the zip codes that have been awarded to Randy in Section 5.02(2)(b), and Randy and his employees will refrain from soliciting residential accounts and commercial accounts in the zip codes that have been awarded to Linda in Section 5.02(2)(a). Linda and Randy

understand that the agreement to refrain from soliciting business in the zip codes awarded to the other party includes business for lawn care services, fertilization, weed control, insect control, and other types of lawn services.

During the period of time that Linda uses the name of Lawn Managers, she may use the credit of Lawn Managers, Inc. to purchase equipment for her new business, Progressive Lawn Managers, Inc. If Linda chooses to use the credit of Lawn Managers, Inc. to purchase equipment for her new business, she will do so in a manner that ensures that Randy will not be liable for Linda's purchases. Linda will sign a personal guarantee and will use the equipment she purchases as collateral for any loan that she secures when using the credit of Lawn Managers, Inc. Linda shall indemnify and hold Randy harmless from any and all liabilities associated with any purchases she makes using the credit of Lawn Managers, Inc., including but not limited to all reasonable suit costs, court costs and attorney's fees which Randy may incur in connection with Linda's purchase of equipment using the credit on Lawn Managers, Inc. and/or in enforcing this obligation to indemnify and hold harmless.

Randy and Linda acknowledge that each of them has purchased vehicles and other equipment for each of their respective businesses since January 1, 2012 and that these purchases are not listed in this Agreement. The parties agree that Randy shall be awarded the vehicles and equipment that he has purchased since January 1, 2012 and that he shall be responsible for any debt or taxes associated with those vehicles and equipment. The parties agree that Linda shall be awarded the vehicles and equipment that she has purchased since January 1, 2012 and that she shall be responsible for any debt or taxes associated with those vehicles and equipment. Each party shall indemnify and hold the other party harmless from any and all liabilities associated with the purchases of vehicles and equipment in their respective names since January 1, 2012.

Randy and Linda agree that if either of them wishes to sell any of their commercial accounts or any of their residential accounts as referenced in Section 5.02, that each of them will give the other party the first opportunity to purchase the accounts that are up for sale.

Linda and Randy acknowledge that the real estate referenced in Section 4.03 of this Agreement is the intended location of Linda's new lawn care company. From the date of dissolution of marriage until Linda is able to successfully complete the purchase of this real estate, or a different piece of real estate,

for her new lawn care company and make the property ready for operation of her company, she will operate her new lawn care company from the current location of Lawn Care Managers, Inc. at 1844 South Square Drive, High Ridge, Missouri 63049, but only up to December 31, 2012. After December 31, 2012, Linda must be operating her business from a different location even if she has not been able to complete the purchase of a piece of real estate for her new business, unless the parties agree otherwise. Until December 31, 2012, or sooner if Linda chooses to move prior to December 31, 2012, Linda will pay Randy, or Lawn Care Managers, Inc., rent for any month in which she leases space at the 1844 South Square Drive property according to the following schedule: \$800 for June, \$800 for July, \$1,300 for August, \$1,300 for September, \$1,300 for October, \$1,300 for November, and \$1,300 for December. Rent will be paid on the first day of each month starting June 1, 2012.

## **SECTION 6. DEBTS AND LIABILITIES**

### **6.01 Disclosure of All Debts and Liability for Non-Disclosure of a Marital Obligation**

Each of the parties warrants and represents to the other, that on or before the execution of this Agreement, he or she has not incurred any obligation, debt, claim, or liability that has not been disclosed to the other, which is either an obligation on or which the other party is or may become personally liable, or any obligation that could be enforced at any time against an asset held, or to be received under this Agreement, by the other party. Each party agrees not to incur any such obligation on or after the execution of this Agreement, except as specifically agreed to by both parties. In the event that either party breaches this provision, the breaching party shall hold the other party harmless from any liability incurred as a result of the non-disclosed obligation, including attorney fees and costs.

### **6.02 Responsibility for Debts**

The parties acknowledge and agree that they presently have outstanding liabilities for credit cards and other debts. Each shall be responsible for the payment of debts incurred in their individual names. Except as otherwise specifically provided in this Agreement, each party shall be responsible for the payment of debts associated with or arising out of the ownership of an asset to be received under this Agreement. Each party shall indemnify and hold the other harmless from any and all liability arising out of

the responsibility to pay a debt as listed, including the payment of reasonable attorney fees, suit costs, court costs, and any necessary costs of collection. The itemization of the marital debts and liabilities and the responsible party are delineated in the chart below:

Creditor	Name on Account	Responsible Party
US Bank #...5072 (primary mortgage on marital residence)	Joint	Linda
US Bank #...6-986 (second mortgage on marital residence)	Joint	Linda
Flagstar Bank (\$30,000 promissory note, balance now \$29,000)	Linda	Linda
CitiCard Bronze	Linda	Linda
GE Money Bank	Linda	Linda
Flagstar Bank* (\$30,000 promissory note, balance now \$29,000)	Randy	Randy
GE Money Bank	Randy	Randy

\*The parties agree that Randy will loan Linda \$29,000 and that in lieu of Linda making payments to Randy for the repayment of this loan, she will instead make payments to Flagstar at the rate of \$250 each month starting May 1, 2012 and continuing until Randy's loan to Flagstar is paid in full. Linda shall indemnify and hold Randy harmless from any and all liabilities associated with her promise to pay Randy's debt to Flagstar, including but not limited to all reasonable suit costs, court costs and attorney's fees which Randy may incur in connection with Linda's promise to pay Randy's debt to Flagstar and/or in enforcing this obligation to indemnify and hold harmless. Linda will provide documentation to Randy that she is current with the payments to Flagstar on Randy's account.

## **SECTION 7. TAX STATUS AND RESPONSIBILITIES**

### **7.01 General Information**

In effecting the division of properties acquired by the parties during their marriage, they intend that the division comprehended by this Agreement be equitable. Specifically, for tax purposes, neither party



considers this division of property to be a "taxable event" in and of itself, and both parties believe that no tax is due as a result of this division of property. The parties understand, however, that there may be tax due at the time of a subsequent sale or transfer of what was once a marital asset or property. Both parties understand that the tax basis attributable to each property affected by this Agreement shall be the tax basis which the property had prior to dissolution of their marriage. Both parties agree that neither of them will prepare their respective state or federal income tax returns or present a position inconsistent with this paragraph.

#### 7.02 Parties' Liability for Tax Consequences as a Result of Property Division

The parties agree that if and when a tax liability is incurred as a result of a sale or exchange of marital property divided under the terms of this Agreement, the party receiving the property, unless otherwise specifically stated in this Agreement, shall be responsible for the resulting tax due, and shall hold the other party harmless from all such tax liability including interest and penalties. The parties agree to cooperate with each other in order to be certain that each of the parties receives complete information concerning the income tax basis, or cost basis, of the respective assets or properties received by each of them pursuant to the terms of this Agreement. Both parties shall cooperate in furnishing to the other person all information required by each of them which may be necessary for the timely filing of state and federal income tax returns for any calendar year in which the parties were married.

#### 7.03 Future Tax Audits

Each party agrees to notify the other promptly and cooperate fully with the other in the event of any audit or examination by a taxing authority of any joint income tax returns of the parties and agrees to execute any documents reasonably requested by the other, and to promptly furnish to the party being examined or to his or her designees, any papers, records, documents, consents, and other information as may be reasonably appropriate in connection with any audit or examination.

Each party shall have the right to attend, personally or by designees, all audits conferences, hearings, and proceedings and to participate in them to protect his or her interest. The expense for such additional participation on the part of a party shall be borne solely by that party.

Each party warrants to the other that neither knows of any pending tax liabilities at the present time. In the event that there are tax liabilities known to either party and not disclosed, the non-disclosing party indemnifies and holds the other party harmless from any and all such tax liability including interest and penalties, accountant fees, attorney fees and court costs.

#### 7.04 Tax Returns

The parties shall cooperate with one another in all respects to complete tax returns, including the timely and prompt sharing of necessary information and documents, the execution and delivery of tax return forms, and all other necessary actions.

#### 7.05 Real Estate Mortgage Interest and Taxes

Starting with the 2012 tax year, Linda shall be entitled to claim 100% of the deduction for mortgage interest and taxes paid on the marital residence. Randy shall be entitled to claim 100% of the deduction for the taxes paid on the 1844 South Square Drive property.

#### 7.06 Personal Property Taxes

Each party shall be responsible for any personal property taxes that are due on any of the assets that are awarded to each of them pursuant to this Agreement.

### **SECTION 8. ADMINISTRATIVE PROVISIONS**

#### 8.01 Administrative Provisions

(1) Time Where some act is required to be performed under the terms of this Agreement and no time is specified for its performance, it shall be done as soon as practicable.

(2) After Discovered Property and Affirmative Duty to Disclose Any after-discovered property not considered or divided by this Agreement shall be property of both parties as tenants in common. Upon the discovery of any such property by either party at any time, the discovering party shall have an affirmative duty to promptly notify the other party of the property, items, or obligations discovered. That



property or obligation shall be promptly divided between the parties by negotiation or, if necessary, mediation. If the parties cannot agree on a division within sixty days after the existence of the property becomes known to both parties, the property shall be liquidated promptly and the proceeds divided one-half to each party.

(3) Release The parties mutually release each other from any and all obligations, debts, duties, and causes of action arising out of the marriage, otherwise known or unknown, asserted or unasserted, that have arisen or may arise concerning any matter that has occurred prior to this Agreement, or out of the ownership of real or personal property, except those specifically set out in this Agreement and except those caused by fraud, misrepresentation, or mistake of fact with respect to this Agreement of failure to disclose any asset owned by either party.

(4) Indemnification Randy agrees to indemnify and hold Linda harmless from any loss, cost, or expense including reasonable attorney's fees incurred by Linda as a result of Randy's failure to perform any of the terms of this Agreement. Linda agrees to indemnify and hold Randy harmless from any loss, cost, or expense including reasonable attorney's fees incurred by Randy as a result of Linda's failure to perform any of the terms of this Agreement.

(5) Bankruptcy The provisions and obligations contained in this Agreement are to remain in effect, notwithstanding the filing of any bankruptcy proceeding by either party. In other words, any provision or obligation concerning a debt of the parties which was a joint debt during the period of their marriage or any obligation owed by one party to the other party is to be considered as not dischargeable in bankruptcy. Due to each party's financial status, the parties intend for this paragraph to be upheld by any court in which either party may file a bankruptcy proceeding.

(6) Execution of Documents The parties shall sign and execute any and all documents and instruments required, if any, to effectuate the purposes of this Agreement.

(7) Definition of Terms Any term defined in any section of this Agreement is applicable as defined in every other section of the Agreement.

(8) Enforcement and Construction of Terms The terms of this Agreement are expressly intended to be construed as contractual, with reference to RSMo. Section 452.325, as amended, and therefore nonmodifiable, except as may otherwise be expressly noted; however, the parties also expressly intend for this Agreement to be construed as decretal for the purposes of enforcement. The parties agree that failure of either party to insist upon strict performance of one or more of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment in the future of any such term and provision all of which shall continue in full force and effect. Further, no waiver of any default shall be deemed a waiver of a subsequent default. The validity and construction of this Agreement shall be determined in accordance with the laws of the State of Missouri.

(9) Divestiture of Beneficiary and Survivor Rights Except as otherwise expressly provided in this Agreement, the rights, claims and interests (collectively referred to in this paragraph as rights) of either party as a beneficiary or surviving spouse to any type of (1) contract or policy of insurance on the life of the other party, (2) individual retirement account, or (3) qualified retirement plan, are divested and terminated. Each party waives, releases and relinquishes these rights. Any rights after the date of Judgment shall be payable as if the former spouse had predeceased the other party. Each party agrees to formalize any necessary waiver, release and relinquishment by executing any written waiver or consent that may be requested in order to effectuate the terms of this paragraph.

#### 8.02 Settlement of Future Disagreements or Modification of This Agreement

(1) Dispute Resolution If any disagreement regarding this Agreement should arise that cannot be settled directly between themselves by negotiation, Linda and Randy will first attempt in good faith to mediate the dispute with the services of a professional mediator of mutual choice or to participate in a cooperative process with their attorneys before proceeding with other legal remedies. The parties understand that their election to mediate is voluntary and this section shall not be construed to abridge or

deny or limit either party from any other remedy available at law and from going to court for a judicial determination of issues over which the Court has continuing jurisdiction should either party so desire.

(2) No Modification by Court The parties acknowledge, warrant, and confirm each to the other that their contractual relationship as evidenced under this Agreement shall not be subject to amendment or alteration by the Family Court of Jefferson County, Missouri or by any other court or tribunal at any time, for any reason, including, but not limited to, future change of conditions of either party; the remarriage of either party; the increase or decrease of the net worth, assets, income or affluence of either party; the dependence of others, including other spouses, upon either party; or a change in the economy or increased or diminished need of the parties regardless of the cause.

(3) Review and Modification of This Agreement No modification or waiver of any of the terms of this Agreement shall be valid unless it is in writing and signed by both parties and where necessary, approved by a court of competent jurisdiction as required by law.

#### 8.03 Professional Fees and Costs

Linda shall pay 50% and Randy shall pay 50% of any mediation fees owed to Rebecca T. Magruder. Court costs shall be paid from the deposit on file with the court. Each party shall be responsible to pay his or her own attorney's fees.

#### 8.04 Full Disclosure

Each party has entered into this Agreement with the understanding and assumption that each party has made full disclosure of all of his or her income, assets, and liabilities. Each party represents that their respective income and expense and property statements are true and accurate to the best of their knowledge, information and belief, and that no property exists which is not reflected in the income and expense and property statements and which has not been disclosed and disposed of under the terms of this Agreement. By participating in a formal mediation process, each party has voluntarily chosen to forego the formal discovery process of gathering information and rely instead of each other's voluntary

disclosure of information. Each party acknowledges that they have had adequate time to review all documentation regarding all of their assets, liabilities, and income provided by each of them, and that they do not request any additional documents or information. Each party acknowledges that they have made to their satisfaction an investigation concerning the nature, extent, and value of the property, income and assets as they have deemed necessary. The parties have chosen to not pursue a trial. Each party recognizes that in the event of a trial, they might receive more or they might receive less than provided under the terms of this Agreement. Each party acknowledges that they have made the decision to accept the terms of this Agreement of their own free will and volition and have not been induced, unduly influenced, or coerced into this decision. Each party believes that the terms of this Agreement are just, equitable, and not unconscionable.

#### 8.05 Severability

In the event that any paragraph, sentence, clause, phrase, or section of this Agreement shall be found invalid, void, and/or unenforceable, for any reason, neither this Agreement nor the remainder of the Agreement shall be rendered invalid, void, or unenforceable. The remainder of this Agreement shall be construed and implemented in order to give effect to the intent of the parties, as if such invalid, void, or unenforceable provisions had not been a part of this Agreement.

#### 8.06 Binding Effect

This Agreement shall be binding on the heirs, representatives, and assigns of the parties except as to the specific paragraphs that contain provisions for termination of obligations on the death of either or both parties.

#### 8.07 Entire Agreement


The parties stipulate that neither of them has been induced to execute this Agreement by reason of any representation or promise by or on behalf of the other party that is not contained in this Agreement, and both have had the opportunity to consult with legal counsel. Neither party shall assert or claim that

STATE OF MISSOURI       )  
                                      )  
COUNTY OF JEFFERSON    )       SS

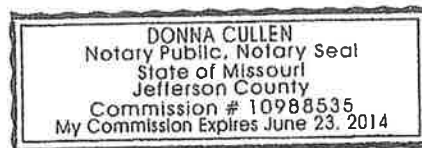
Linda R. Zweifel, of lawful age, being duly sworn upon her oath, states that she has read and understands this Marital Settlement Agreement and has signed this Marital Settlement Agreement as her voluntary and informed act and intention.

  
Linda R. Zweifel

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of April 2012.

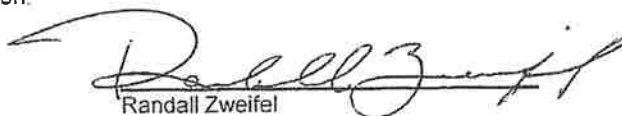
  
Notary Public

My Commission expires:



STATE OF MISSOURI       )  
                                      )       SS  
COUNTY OF JEFFERSON    )

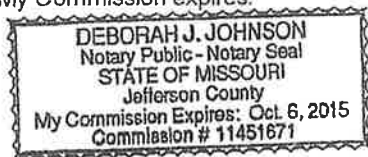
Randall Zweifel, of lawful age, being duly sworn upon his oath, states that he has read and understands this Marital Settlement Agreement and has signed this Marital Settlement Agreement as his voluntary and informed act and intention.

  
Randall Zweifel

SUBSCRIBED AND SWORN to before me this 17th day of April 2012.

  
Notary Public

My Commission expires:



FILED  
APR 26 2012

EXHIBIT I-A

IN THE 23<sup>rd</sup> CIRCUIT COURT  
OF JEFFERSON COUNTY, MISSOURI

HOWARD WAGNER  
CIRCUIT CLERK

In re the Marriage of:

Linda R. Zweifel  
SSN: XXX-XX-5589

Petitioner

and

Randall Zweifel  
SSN: XXX-XX-6639

Respondent

Cause: 09JE-DR00715

Division: 5

LEGAL DESCRIPTION OF MARITAL RESIDENCE

Address: 3559 State Road Z, Hillsboro, Missouri 63050

Legal Description: PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 5 EAST, JEFFERSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A SET IRON PIN IN THE NORTHERN RIGHT OF WAY LINE OF STATE HIGHWAY "Z", SAID IRON PIN BEING LOCATED NORTH 65 DEGREES EAST 219.80 FEET AND NORTH 57 DEGREES 47 MINUTES EAST 30.13 FEET DISTANT FROM THE MOST EASTERN CORNER OF A TRACT OF LAND CONVEYED TO CLARENCE GARRISON AND SHARON GARRISON, HIS WIFE, BY DEED DATED MARCH 21, 1986 AND RECORDED IN BOOK 176 AT PAGE 117 OF THE JEFFERSON COUNTY LAND RECORDS; PROCEED THENCE NORTH 34 DEGREES 17 ½ MINUTES WEST 505.6 FEET TO A SET IRON PIN; THENCE NORTH 54 DEGREES 08 MINUTES EAST 189.41 FEET TO A SET IRON PIN; THENCE SOUTH 41 DEGREES 14 MINUTES EAST 485.63 FEET TO A SET IRON PIN IN THE NORTHERN RIGHT OF WAY LINE OF THE ABOVE MENTIONED STATE HIGHWAY "Z"; THENCE WITH SAID RIGHT OF WAY LINE SOUTH 38 DEGREES 11 MINUTES WEST 28.95 FEET TO A POINT OF CURVE; THENCE CONTINUING WITH SAID RIGHT OF WAY LINE THE FOLLOWING CHORD BEARING AND DISTANCE, SOUTH 50 DEGREES 31 MINUTES WEST 221.33 FEET TO THE PLACE OF BEGINNING.

Item #: 11-8.0-28.0-055.33



EXHIBIT I-B

IN THE 23<sup>rd</sup> CIRCUIT COURT  
OF JEFFERSON COUNTY, MISSOURI

**FILED**  
APR 26 2012

HOWARD WAGNER  
CIRCUIT CLERK

In re the Marriage of:

Linda R. Zweifel

SSN: XXX-XX-5589

Petitioner

and

Randall Zweifel

SSN: XXX-XX-6639

Respondent

Cause: 09JE-DR00715

Division: 5

LEGAL DESCRIPTION OF 1844 SOUTH SQUARE DRIVE

Address: 1844 South Square Drive, High Ridge, Missouri 63049

Legal Description: Lots 19, 20, and the west one half of Lot 21 of 3 D Square, A subdivision as shown by plat on file in the recorder's office of Jefferson County, Missouri in Plat Book 71, Page 1.

FILED  
APR 26 2012

HOWARD WAGNER  
CIRCUIT CLERK

EXHIBIT I-C

IN THE 23<sup>rd</sup> CIRCUIT COURT  
OF JEFFERSON COUNTY, MISSOURI

In re the Marriage of:

Linda R. Zweifel  
SSN: XXX-XX-5589

Petitioner

and

Randall Zweifel  
SSN: XXX-XX-6639

Respondent

Cause: 09JE-DR00715

Division: 5

LEGAL DESCRIPTION OF 120 OLD MERAMEC STATION ROAD

Address: 120 Old Meramec Station Road, Manchester, Missouri 63021

Legal Description: Lot 4-5-6-pt 3, Pt of Vac 2<sup>nd</sup> St, as recorded on Page 2554 of Plat Book 17694 of the Louis County Records.

This legal description is not for recording purposes.