

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

PAUL GUZZARDO,

Plaintiff,

vs.

GRAND CENTER, INC., and

VANDEVENTER-SPRING
REDEVELOPMENT CORP., and

CITY CENTER
REDEVELOPMENT CORP.,

Defendants.

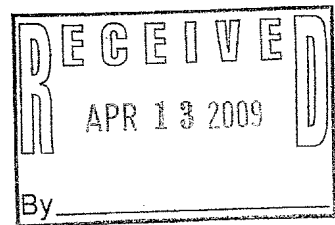
Cause No. 0922-CC01036

Division No. 1

DEFENDANTS' ANSWER

Comes now Defendants Grand Center, Inc., Vandeventer-Spring Redevelopment Corporation, and City Center Redevelopment Corporation, and file their Answer to Plaintiff's Petition.

1. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 1 of Plaintiff's Petition and therefore deny same.
2. Defendants admit the allegations contained in paragraph 2 of Plaintiff's Petition.
3. Defendants admit the allegations contained in paragraph 3 of Plaintiff's Petition.
4. Defendants admit the allegations contained in paragraph 4 of Plaintiff's Petition.
5. Defendants admit the allegations contained in paragraph 5 of Plaintiff's Petition.
6. Defendants admit the allegations contained in paragraph 6 of Plaintiff's Petition.



7. Defendants admit the allegations contained in paragraph 7 of Plaintiff's Petition.
8. Paragraph 8 of Plaintiff's Petition states a legal conclusion for which no answer is required.
9. Defendants admit that Defendants have their principal place of business in the City of St. Louis as alleged in paragraph 9 of Plaintiff's Petition. To the extent that Paragraph 9 of Plaintiff's Petition states a legal conclusion, no answer is required. To the extent a further answer is required, Defendants deny the further allegations contained in paragraph 9 of Plaintiff's Petition.
10. Defendants admit the allegations contained in paragraph 10 of Plaintiff's Petition.
11. Defendants admit that the City of St. Louis in 1974 did declare certain areas in or about the Grand Center District to be blighted pursuant to Chapter 353, R.S.Mo. Defendants admit that Defendant City Center Redevelopment Corporation was vested with certain development powers, and authority, including eminent domain, by the City of St. Louis pursuant to Ordinance 58270. Defendants admit that the City of St. Louis adopted Ordinances in or about the years 2000 and 2004 designating portions of and around the Grand Center District as eligible for redevelopment under the Real Property Tax Increment Allocation Redevelopment Act pursuant to Chapter 99.800 through 99.865 R.S.Mo. Defendants are without sufficient knowledge to admit or deny the remaining allegations contained in paragraph 11 of Plaintiff's Petition and therefore deny same.
12. Defendants deny the allegations contained in the first Paragraph 12 of Plaintiff's Petition.
13. Defendants admit that a document titled "Option Contract to Purchase Real Estate" ("Option Contract") is attached to Plaintiff's Petition as Exhibit A, and that the document is

signed by Vincent Schoemehl, Jr., as alleged in paragraph 13 of Plaintiff's Petition. Defendants further states that the Option Contract speaks for itself. To the extent an answer is further required, Defendants deny the remaining allegations in paragraph 13 of Plaintiff's Petition.

14. Defendants state that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 14 of Plaintiff's Petition.

15. Defendants state that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 15 of Plaintiff's Petition.

16. Defendants admit that a letter from Vincent C. Schoemehl to Paul Guzzardo, dated March 25, 2004 is attached to Plaintiff's Petition as Exhibit B, and that the document is signed by Vincent Schoemehl, Jr., as alleged in paragraph 16 of Plaintiff's Petition. Defendants further state that Exhibit B speaks for itself.

17. Defendants admit they and Vincent C. Schoemehl used reasonable, good faith efforts to acquire the property at 3699 Olive Boulevard. Defendants deny the remaining allegations contained in paragraph 17 of Plaintiff's Petition.

18. Defendants admit that Plaintiff developed models and architectural concepts for the Media Box. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 18 of Plaintiff's Petition and therefore deny same.

19. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 19 of Plaintiff's Petition and therefore deny same.

20. Defendants admit the allegations contained in the first sentence of paragraph 20 of Plaintiff's Petition. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 20 of Plaintiff's Petition and therefore deny same.

21. Defendants admit that an article by Jake Wegman with a headline "Eminent domain takes aim at life's work" was published in the St. Louis Post Dispatch newspaper on or about January 31, 2009 or February 1, 2009. Defendants further state that the Post Dispatch article speaks for itself. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 21 of Plaintiff's Petition and therefore deny same.

22. Defendants admit that Vincent C. Schoemehl did direct questions about the Media Box to Plaintiff. Defendants deny the remaining allegations contained in paragraph 22 of Plaintiff's Petition.

23. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 23 of Plaintiff's Petition and therefore deny same.

24. Defendants admit that Plaintiff was associated with the Media Box project. Defendants deny the remaining allegations contained in paragraph 24 of Plaintiff's Petition.

25. Defendants admit that on or about June 10, 2005 Defendant Vandeventer Spring Redevelopment Corporation did, with leave of court, dismiss without prejudice the condemnation suit regarding 3699 Olive. Defendants deny the remaining allegations contained in paragraph 25 of Plaintiff's Petition.

COUNT I – BREACH OF CONTRACT

26. Defendants incorporate their answers in paragraphs 1 through 25 above in response to the paragraph 26 of Plaintiff's Petition.

27. Defendants admit that the Option Contract is signed by Plaintiff and by Vincent Schoemehl, Jr. and further state that the Option Contract speaks for itself. Defendants state that Plaintiff's petition at paragraph 27 contains a legal conclusion for which no response is required.

To the extent a further answer is required Defendants deny the allegations in paragraph 27 of Plaintiff's Petition.

28. Defendant admits that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 28 of Plaintiff's Petition.

29. Defendant admits that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 29 of Plaintiff's Petition.

30. Defendant paragraph 30 states a legal conclusion for which no answer is required. To the extent a further answer is required Defendants deny the allegations in paragraph 30 of Plaintiff's Petition.

31. Defendant admits that the Option Contract speaks for itself. To the extent a further answer is required, Defendants deny the allegations in paragraph 31 of Plaintiff's Petition.

32. Defendants deny the allegations in paragraph 32 of Plaintiff's Petition.

33. Defendants deny the allegations in paragraph 33 of Plaintiff's Petition.

34. Defendants deny the allegations in paragraph 34 of Plaintiff's Petition.

35. Defendants deny the allegations in paragraph 35 of Plaintiff's Petition.

Count I of Plaintiff's Petition fails to state a claim upon which relief can be granted.

There is no valid contract which supports damages as claimed in Plaintiff's Petition and there is a failure of consideration to support a claim of breach of contract sought in Count I of Plaintiff's Petition. The option period in the Option Contract has expired or lapsed, and conditions precedent in the Option Contract were not met.

WHEREFORE, having fully answered Count I of Plaintiff's Petition, Defendants pray that this Court dismiss Count I of Plaintiff's Petition and make Plaintiff bear the costs of this

action.

COUNT II – BREACH OF CONTRACT

36. Defendants incorporate their answers in paragraphs 1 through 35 above in response to the paragraph 36 of Plaintiff’s Petition.

37. Defendant admits that the Option Contract contains the partial sentence quoted in Paragraph 37 of Plaintiff’s Petition. Defendant further states that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 37 of Plaintiff’s Petition.

38. Defendants deny the allegations contained in paragraph 38 of Plaintiff’s Petition and therefore deny same.

39. Defendant admits that the Option Contract speaks for itself. To the extent a further answer is required Defendants deny the allegations in paragraph 39 of Plaintiff’s Petition.

40. Defendants admit that a document dated March 23, 2004 titled “Memo” and directed to “Grand Center Board Members” from “Paul Guzzardo & Eric Friedman Development Group, Ltd.” is attached to Plaintiff’s Petition as Exhibit C. Defendants deny that an email is attached at Exhibit C. Defendants are unaware of the truth or falsity of the remainder of the allegations contained in paragraph 40 of Plaintiff’s Petition and therefore deny same.

41. Defendants admit that Vincent Schoemehl, Jr. did have discussions with Plaintiff about alternative locations that Plaintiff might be interested in for the Media Box including the church site at 620 N. Spring. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 41 of Plaintiff’s Petition and therefore deny same.

42. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 42

of Plaintiff's Petition and therefore deny same.

43. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 43 of Plaintiff's Petition and therefore deny same.

44. Defendants are unaware of the truth or falsity of the allegations contained in paragraph 44 of Plaintiff's Petition and therefore deny same.

45. Defendants deny that the Pulitzer Foundation for the Arts is an agent of Grand Center. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 45 of Plaintiff's Petition and therefore deny same.

46. Defendants are unaware of the truth or falsity of the remaining allegations contained in paragraph 46 of Plaintiff's Petition and therefore deny same.

47. Defendants deny the allegations contained in paragraph 47 of Plaintiff's Petition.

Count II of Plaintiff's Petition fails to state a claim upon which relief can be granted.

There is no valid contract which supports damages as claimed in Plaintiff's Petition and there is a failure of consideration to support a claim of breach of contract sought in Count I of Plaintiff's Petition. The option period in the Option Contract has expired or lapsed, and conditions precedent in the Option Contract were not met.

WHEREFORE, having fully answered Count II of Plaintiff's Petition, Defendants pray that this Court dismiss Count II of Plaintiff's Petition and make Plaintiff bear the costs of this action.

COUNT III – NEGLIGENCE

48. Defendants incorporate their answers in paragraphs 1 through 47 above in response to the paragraph 48 of Plaintiff's Petition.

49. Paragraph 49 of Plaintiff's Petition states a legal conclusion for which no answer is

required. To the extent any answer is required, Defendants deny the allegations contained in paragraph 49 of Plaintiff's Petition.

50. Defendants admit that Vincent Schoemehl, Jr. was contacted by Jake Wagman in 2005 regarding the Media Box and eminent domain proceedings on the 3699 Olive Boulevard property. Defendants admit that and that Mr. Schoemehl directed Mr. Wagman to Plaintiff for questions about the Media Box. Defendants deny the remaining allegations contained in paragraph 50 of Plaintiff's Petition.

51. Defendants deny the allegations contained in paragraph 51 of Plaintiff's Petition.

52. Defendants deny the allegations contained in paragraph 52 of Plaintiff's Petition.

53. Defendants deny the allegations contained in paragraph 53 of Plaintiff's Petition.

54. Defendants deny the allegations contained in paragraph 54 of Plaintiff's Petition.

55. Defendants deny the allegations contained in paragraph 55 of Plaintiff's Petition.

56. Defendants deny the allegations contained in paragraph 56 of Plaintiff's Petition.

57. Defendants deny the allegations contained in paragraph 57 of Plaintiff's Petition.

58. Defendants deny the allegations contained in paragraph 58 of Plaintiff's Petition.

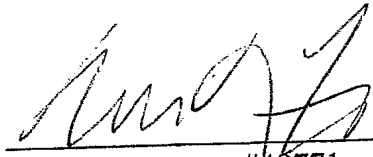
Count III of Plaintiff's Petition fails to state a claim upon which relief can be granted.

Defendants have no legal duty to Plaintiff which was breached that would support a claim of negligence.

WHEREFORE, having fully answered Count III of Plaintiff's Petition, Defendants pray that this Court dismiss Count III of Plaintiff's Petition and make Plaintiff bear the costs of this action.

Respectfully submitted,

THE ZORN LAW FIRM, LLC



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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was mailed, first class, postage prepaid, this the 10th day of April 2009, to Attorneys for Plaintiff: John T. Papa, of Callis, Papa, Hale, Szewczyk & Danzinger, P.C., 1326 Niedringhaus Avenue, P.O. Box 1326, Granite City, IL 62040 and Anthony G. Simon, of The Simon Law Firm, P.C., 701 Market Street, Suite 1450, St. Louis, MO 63101.