



2200 IDS Center, 80 South 8th Street
Minneapolis, MN 55402-2210
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Adam M. Niblick
612.977.8366
ANiblick@taftlaw.com

January 2, 2026

VAI EMAIL ONLY

Legislative Hearing Officer Marcia Moermond
City of Saint Paul
Office of the City Council
310 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102-1615

**Re: Ordering the Rehabilitation or Razing and Removal of the structures at 810
MARYLAND AVENUE EAST (City Council File # RLH RR 25-33)**

Dear Legislative Hearing Officer Marcia Moermond:

As you are aware, my firm represents CVS Health (“CVS”), the tenant under a commercial lease (the “Lease”) concerning the property located at 810 Maryland Avenue, St. Paul, MN (the “Property”). The above-referenced matter was before you for Legislative Hearings on November 25, 2025, and December 9, 2025. The owner of the Property, John Huegel (the “Owner”), the Owner’s lender, Stanford Federal Credit Union (the “Lender”), and I participated in the Legislative Hearings. CVS, Owner, and Lender are collectively referred to herein as the “Parties.”

It's the Parties understanding that on Wednesday, January 7, 2026, you will recommended that the Saint Paul City Council order the existing structure located upon the Property (the “Structure”) be razed and removed. The Parties further understand that your standard recommendation is that removal occur within 15 days. During the December 9, 2025 Legislative Hearing, however, you left open final recommendation on the removal timeline, and advised the Parties to submit any information they would like considered regarding the timeframe no later than January 2, 2026.

As disclosed during the Legislative Hearings, the Owner has identified a new tenant for the Property (the “New Tenant”), and has negotiated certain lease terms with the New Tenant (the “Replacement Lease”). The Replacement Lease contemplates, among other items, the existing Lease with CVS being terminated (the “Lease Termination”) and the Structure being razed and removed. During each of the Legislative Hearings, I requested, on behalf of CVS, that the Parties be given until May 7, 2026 (120 days from January 7, 2026) to raze and remove the Structure. The following information is being submitted in support of that request.

As described during the Legislative Hearings, the contemplated Lease Termination (which is a condition precedent to the Structure being razed and removed by the Parties) is not likely to be effective until certain terms under the Replacement Lease are satisfied as between Owner and New Tenant. CVS does not have control over those terms, but CVS has submitted to Owner, for Owner's review and execution, a form of Lease Termination agreement that contemplates the Structure being razed and removed. As of today's date, the Lease Termination agreement remains unexecuted, though its timely execution is near certain.

As forecasted during the Legislative Hearings, it will not be surprising or unusual if the Lease Termination does not become effective until after January 7, 2026, as memorializing all terms providing for the coordination and sequencing of all necessary actions requires time and careful consideration by all Parties. The ability to properly sequence and coordinate those necessary actions under the Lease Termination and Replacement Lease (including the razing and removal of the Structure), though, is integral to a successful transition of the Property from its current use to a higher and better use by the New Tenant under the Replacement Lease.

Importantly, the necessary sequencing and coordination of the Parties' actions will be frustrated if the City orders the Structure razed and removed by January 22, 2026 (15 days from January 7, 2026). Beyond the obvious frustration of adding additional parties to the mix (here, the City and its vendors), there will be certain and consequential contracting, timing, and economic obstructions introduced if the Structure is razed and removed before the Parties can execute on their carefully coordinated and sequenced actions, including but not limited to, the razing and removal of the Structure.

We are confident the Lease Termination will become effective, the Structure razed and removed (without the need for additional City intervention or resources), and the Property ultimately put to a higher and better use if CVS's requested timeline is granted. Consistent with representations made to date, CVS commits to continue its increased property maintenance and property surveillance services until its Lease is terminated and the Structure is razed and removed.

Thank you again for your continued attention and consideration of our request.

Sincerely,

Taft Stettinius & Hollister LLP

/s/ Adam M. Niblick

Adam M. Niblick

AMN:jnf

cc: Jonathan Shumrak (Jonathan.Shumrak@CVSHealth.com)