

March 25, 2025 – 1st Reading
April 8, 2025 – presented for approval

1 **2025-26 (2nd READING): APPROVING THE EXECUTION AND DELIVERY BY**
2 **THE CITY OF MYRTLE BEACH, SOUTH CAROLINA, OF A LEASE**
3 **TERMINATION AGREEMENT BETWEEN THE CITY, AS LESSOR, AND, LE**
4 **MANNA BREAD COMPANY, LLC AS LESSEE, WITH RESPECT TO THE**
5 **BUILDING LOCATED AT 507 NINTH AVENUE NORTH IN THE CITY OF MYRTLE**
6 **BEACH.**

7 **Applicant/Purpose:** Staff / to enter into a lease termination agreement with Le Manna Bread
8 Company, LLC for 507 9th Ave. North.

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10 **Brief:**

- 11 • The City owns 507 9th Ave. North and has leased the property to Le Manna Bread
- 12 Company, LLC since October 14, 2021.
- 13 • Due to various personal issues, Le Manna has been attempting to sell the business
- 14 which includes all Furniture, Fixtures and Equipment (FF&E).
- 15 • The City has worked with various prospects to acquire the business and has been
- 16 successful in finding a potential new tenant for the space.
- 17 • The new tenant has a track record of running a successful downtown restaurant and
- 18 needs a new location.
- 19 • City staff believes this is in the City's best interest to retain ownership of all associated
- 20 FF&E.
- 21 • No changes since 1st reading.

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23 **Issues:**

- 24 • Tenant waives all prior rights under the lease, including the right to purchase.
- 25 • Tenant will transfer ownership to the City of all furniture, fixtures, and equipment.
- 26 • Tenant will vacate the premises at the end of April.

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28 **Public Notification:** Normal meeting notification

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30 **Alternatives:**

- 31 • Amend the termination terms
- 32 • Deny the ordinance

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34 **Financial Impact:**

- 35 • The City will acquire all FF&E for \$125,000.

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37 **Manager's Recommendation:**

- 38 • I recommend 1st reading (3.25.25)
- 39 • I recommend approval (4.8.25)

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41 **Attachment(s):** Ordinance, lease agreement

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

APPROVING THE EXECUTION AND DELIVERY BY THE CITY OF MYRTLE BEACH, SOUTH CAROLINA, OF A LEASE TERMINATION AGREEMENT BETWEEN THE CITY, AS LESSOR, AND, LE MANNA BREAD COMPANY, LLC AS LESSEE, WITH RESPECT TO THE BUILDING LOCATED AT 507 NINTH AVENUE NORTH IN THE CITY OF MYRTLE BEACH.

WHEREAS, the City of Myrtle Beach, South Carolina (the "City"), is an incorporated municipality located in Horry County, South Carolina, and has all powers granted to municipalities by the Constitution and general laws of this State; and

WHEREAS, Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended, empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property; and

WHEREAS, the City is the fee owner of certain historic buildings located on Ninth Avenue North including 507 Ninth Avenue, in the City of Myrtle Beach; and

WHEREAS, Le Manna's currently has a Lease with City dated October 14, 2021, 2014, as amended (the "Lease") wherein Le Manna's has a leasehold interest in the Property which, unless extended terminates on December 31, 2027; and

WHEREAS, Le Manna desires to terminate the Lease and Option prior to the end of the current term and the City has agreed to allow early termination upon the following conditions outlined in the attached Exhibit A.

NOW, THEREFORE, IT IS ORDAINED that City Council does hereby approve the Lease Termination Agreement for of 507 Ninth Avenue North with Le Manna Bread Company, LLC pursuant to the Agreement attached hereto as Exhibit A and incorporated herein by reference; and

The form, terms and provisions of the Lease, together with such changes as the officers of the City authorized to execute and deliver the Lease shall approve, are hereby approved. The City Manager and Assistant City Manager, or either one of them, acting alone, are hereby authorized and directed to execute, acknowledge and deliver, the Lease in the name of and on behalf of the City. The Lease is to be in substantially the form attached to this Ordinance as Exhibit A, with such changes as shall be approved by the City Manager or Assistant City Manager, or either one of them, acting alone, such person's or persons' execution and delivery thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Lease now before this meeting.

The City Manager and the Assistant City Manager, for and on behalf of the City, are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the execution and delivery of the Lease in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and

1 thereby, and the action of such officers in executing and delivering any of such documents is
2 hereby fully authorized.

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4 The provisions of this Ordinance shall be effective upon its adoption.

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7 ENACTED by the City Council of the City of Myrtle Beach, South Carolina, this 8th day of April,
8 2025.

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11 _____
12 BRENDA BETHUNE, MAYOR

13 ATTEST:

14
15 _____
16 JENNIFER ADKINS, CITY CLERK

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18 1st Reading: 3-25-2025

19 2nd Reading: 4-8-2025