

RESOLUTION NO. R-2025-76

A RESOLUTION APPROVING A SHARED PARKING AGREEMENT BETWEEN SALT 4 INC d/b/a THE HEN HOUSE OF WHEATON AND MOLOS GREEK TAVERNA AND 1060 COLLEGE WHEATON LLC

WHEREAS, Article 22.2.10 of the City of Wheaton Zoning Ordinance provides for the approval of a Shared Parking Agreement when the parties to the Agreement are entities whose property uses have parking demands which are inconsistent with each other and when the total off-street parking requirements of the parties to the Shared Parking Agreement may exceed the total number of off-street parking spaces available; and

WHEREAS, Article 22.2.10 of the Wheaton Zoning Ordinance further provides that the Shared Parking Agreement shall be subject to the reasonable approval of the City Council and the following requirements must be met: (i) signed by the owners of each use included in the Agreement, (ii) termination shall require written notice to the non-terminating party or parties and the City Manager, (iii) termination shall not become effective sooner than six (6) months following the date of the written termination notice, and upon termination of any Shared Parking Agreement, the parties and uses thereto shall be subject to all parking requirements provided for in the Zoning Ordinance; and

WHEREAS, 1060 College Wheaton LLC is the owner of the property located at 1060-1072 College Avenue (the "Subject Property"); and

WHEREAS, two restaurants are located in the building on the Subject Property– they are The Hen House of Wheaton ("Hen House") and Molos Greek Taverna ("Molos"); and

WHEREAS, the Hen House and Molos are both owned by Salt 4 Inc and share a single kitchen and some storage at the Subject Property; and

WHEREAS, the Hen House serves breakfast and lunch only between the hours of 7 am to 2:30 pm; and

WHEREAS, Molos serves dinner only between the hours of 4 pm to 9 pm; and

WHEREAS, Molos is seeking to expand its existing restaurant by 2,008 sf by utilizing existing vacant adjacent space that was formerly a convenience store; and

WHEREAS, off street parking for the subject property is 34 spaces. The second-floor residential use requires 6 parking spaces. The Hen House requires 22 parking spaces and the expanded Molos restaurant requires 27 parking spaces; and

WHEREAS, the proposed agreement would memorialize the intent of the restaurants' owner in creating two uses that have parking demands which are inconsistent with each other. At any one time, the parking requirements of the Zoning Ordinance would be met.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Shared Parking Agreement between Salt 4 Inc d/b/a The Hen House of Wheaton and Molos Greek Taverna and 1060 Wheaton College LLC, attached hereto and incorporated as Exhibit 1, is hereby approved.

BE IT FURTHER RESOLVED that this Resolution and Agreement shall be recorded in the office of the DuPage County Recorder at the expense of Salt 4 Inc.

ADOPTED this 6th day of October, 2025.



Mayor

Attest:



City Clerk

Roll Call Vote

Ayes: Councilwoman Bray-Parker
Councilwoman Brice
Councilman Brown
Mayor Suess
Councilman Clousing
Councilman Weller

Nays: None

Absent: Councilwoman Robbins

Motion Carried Unanimously

Exhibit "1"

**A SHARED PARKING AGREEMENT BETWEEN SALT 4 INC d/b/a THE HEN HOUSE OF WHEATON AND
MOLOS GREEK TAVERNA AND 1060 COLLEGE WHEATON LLC**

WHEREAS, This Shared Parking Agreement (the "Agreement") is made by and between Salt 4 Inc d/b/a The Hen House of Wheaton and Molos Greek Taverna ("Salt 4") and 1060 College Wheaton LLC, the owner of the property commonly known as 1060 – 1072 College Avenue ("Owner"); and

WHEREAS, Article 22.2.10 of the City of Wheaton Zoning Ordinance provides for the approval of a Shared Parking Agreement when the parties to the Agreement are entities whose property uses have parking demands which are inconsistent with each other and when the total off-street parking requirements of the parties to the Shared Parking Agreement may exceed the total number of off-street parking spaces available; and

WHEREAS, Article 22.2.10 of the Wheaton Zoning Ordinance further provides that the Shared Parking Agreement shall be subject to the reasonable approval of the City Council and comply with the following requirements: (i) signed by the owners of each use included in the Agreement, (ii) termination requires written notice to the non-terminating party or parties and the City Manager, (iii) termination shall not become effective sooner than six (6) months following the date of the written termination notice, and upon termination of any Shared Parking Agreement, the parties and uses thereto shall be subject to all parking requirements provided for in the Zoning Ordinance; and

WHEREAS, two restaurants are located in the building at 1060-1072 College Avenue (the "Subject Property") – they are The Hen House of Wheaton ("Hen House") and Molos Greek Taverna ("Molos"); and

WHEREAS, the Hen House and Molos are both owned by Salt 4 and share a single kitchen and some storage at the Property; and

WHEREAS, the Hen House serves breakfast and lunch only between the hours of 7 am to 2:30 pm; and

WHEREAS, Molos serves dinner only between the hours of 4 pm to 9 pm; and

WHEREAS, Molos is seeking to expand its existing restaurant by 2,008 sf by utilizing existing vacant adjacent space that was formerly a convenience store; and

WHEREAS, off-street parking for the Subject Property is 34 spaces. The second-floor residential use requires 6 parking spaces. The Hen House requires 22 parking spaces and the expanded Molos restaurant requires 27 parking spaces; and

WHEREAS, Owner does not own or operate the Hen House or Molos; and

WHEREAS, the Shared Parking Agreement memorializes the intent of the Owner and Salt 4 in allowing two uses that have parking demands which are inconsistent with each other, but which would meet the parking requirements of the Zoning Ordinance so long as the Shared Parking Agreement is in place.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are deemed restated herein as if fully set forth and shall be substantive representations, understandings and covenants of this Agreement.
2. In order to satisfy the shared parking requirements of the City of Wheaton's Zoning Ordinance in the operation of two restaurants at the Subject Property, the parties agree as follows:
 - A. The Hen House shall continue to operate for breakfast and lunch only, in an area comprised of 3,194 square feet.
 - B. Molos shall continue to operate for dinner only, in an area comprised of 3,987 square feet.
 - C. Due to their different business hours, the Hen House and Molos shall be allowed to share parking spaces, on, in, over and across the surface portion of the Subject Property for patron and employee parking during their respective hours of operation. The shared parking spaces are hereby granted and dedicated for the exclusive benefit and use of the Hen House and Molos, their successors and assigns, guests, invitees, patrons, agents and employees in accordance with the terms of this Agreement.
 - D. The Owner, in consideration of the occupancy of its rental space at the Subject Property, agrees to allow the shared parking in conformance with the terms of this Agreement.
 - E. The maintenance and repair of the parking space surfaces described in this Agreement shall remain the obligation of the Owner in accordance with City ordinances.
 - F. Other than successors and assigns, guests, invitees, agents, employees, and patrons of the restaurants, the shared parking shall not create any rights to the public or constitute a dedication or legal authority or easement for public use.
 - G. Nothing in this Agreement shall place any duty or obligation upon the City to perform maintenance or repair over the shared parking area and any and all statutory privileges and immunities, and common law immunities to the extent they exist for the benefit of the City, shall remain in full force and effect on the Property.
3. **ENFORCEMENT.** This Agreement may be enforced either in law or by any non-breaching party through injunctive relief or by the City by any legal means. The City's enforcement rights shall not be a duty but in its discretionary determination. The enforcement of the parking restrictions on users of the shared spaces shall be the duty of Hen House and Molos. Enforcement shall be conducted diligently to satisfy the intent of the City's shared parking ordinance and this Agreement.
4. **AMENDMENT.** This Agreement or specific provisions herein may be modified or amended only by written instrument executed by all of the parties, their respective or permitted successors or assigns.
5. **LEGAL EFFECT.** The effectiveness of this Agreement shall be subject to the legislative authority of the corporate authorities of the City of Wheaton, except to the extent that any amendment to shared

parking provisions of the Wheaton Zoning Ordinance which in any way repeals, reduces or limits the extent of the shared parking authorization shall not become effective until six (6) months after the adoption of the amendment unless the amendment is the result of an attempt to protect against immediate threats of bodily injury or property damage.

6. **REMEDIES.** Any notice of alleged breach must be presented in writing by one party to the other party. Except as otherwise provided in this Agreement, any party shall have twenty (20) days to cure an alleged breach of this Agreement.
7. **AUTHORITY.** Each signatory hereby represents and warrants to the other that the execution and delivery of this agreement has been duly authorized and validly executed and delivered by such party and that such agreement is binding upon such party in accordance with its terms.
8. **NON-WAIVER.** No waiver by any party of any default, or breach or series of breaches, or violation of a term, covenant or condition of this Agreement shall constitute a waiver of any subsequent breach, default, or waiver of the terms of this Agreement, condition, or covenant.
9. **DOES NOT RUN WITH LAND.** This Agreement does not "run with the land" and will terminate, unless the City agrees otherwise, upon:
 - A. A change in ownership of one or more of the restaurants; or
 - B. A change in one or more of the restaurant uses; or
 - C. A change in ownership of the Subject Property; or
 - D. A change in parking use that renders the shared parking substantially deficient in the opinion of the City's Zoning Administrator or Police Chief.
10. **SEVERABILITY.** If any clause, sentence or other portion of the terms, conditions, covenants and restrictions herein becomes illegal, null or void, for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.
11. **TERMINATION.** Termination of this Agreement requires written notice to the non-terminating party or parties and the City Manager. Termination shall not become effective sooner than six (6) months following the date of the written termination notice, and upon termination of this Agreement, the parties and uses thereto shall be subject to all parking requirements provided for in the Zoning Ordinance.

Approved the last day dated below:

**Salt 4 Inc d/b/a The Hen House of Wheaton
and Molos Greek Taverna**

By: 

Its: Owner

Date: 10/7/25

1060 College Wheaton LLC

By: 

Its: Manager

Date: 10/8/25

PARCEL 1:

THE EAST 50 FEET OF THE WEST 150 FEET OF LOT 9 IN COUNTY CLERK'S ASSESSMENT DIVISION, IN THE WEST HALF OF THE NORTHWEST QUARTER AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1890, AS DOCUMENT 43589, IN DuPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 100 FEET (AS MEASURED ALONG THE SOUTH LINE OF COLLEGE AVENUE) OF LOT 9 IN COUNTY CLERK'S ASSESSMENT DIVISION, IN THE WEST HALF OF THE NORTHWEST QUARTER AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1890, AS DOCUMENT 43589, IN DuPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOT 14 IN COUNTY CLERK'S ASSESSMENT DIVISION, IN THE WEST HALF OF THE NORTHWEST QUARTER AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1890, AS DOCUMENT 43589, IN DuPAGE COUNTY, ILLINOIS.

1060-1072 College Avenue, Wheaton IL 60187

PIN NOS: 05-15-110-037, 038, 039