

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2003**

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HOUSE BILL 790

Short Title: Incorporate Cashiers.

(Local)

Sponsors: Representative Haire.

Referred to: Finance.

March 27, 2003

A BILL TO BE ENTITLED

1 AN ACT REPEALING THE CHARTER FOR THE TOWN OF CASHIERS
2 BECAUSE THE TOWN HAS BEEN INACTIVE SINCE INCORPORATION,
3 AND INCORPORATING THE VILLAGE OF CASHIERS.
4

5 The General Assembly of North Carolina enacts:

6 **SECTION 1.** Chapter 112 of the 1927 Session Laws is repealed.

7 **SECTION 2.** A Charter for the Village of Cashiers is enacted to read:

8 "CHARTER OF THE VILLAGE OF CASHIERS.

9 "ARTICLE I. INCORPORATION AND CORPORATE POWERS.

10 "Section 1.1. **Incorporation and Corporate Powers.** The inhabitants of the Village
11 of Cashiers are a body corporate and politic under the name 'Village of Cashiers'. The
12 Village of Cashiers has all the powers, duties, rights, privileges, and immunities
13 conferred and imposed on cities by the general laws of North Carolina.

14 "ARTICLE II. CORPORATE BOUNDARIES.

15 "Section 2.1. **Village Boundaries.** Until modified in accordance with law, the
16 boundaries of the Village of Cashiers are as follows:

17 BEGINNING at the northernmost corner of parcel number 7582-01-46-2769 (n/f
18 Hooper), and running along the northeast and east boundaries of said parcel to the
19 southeast corner of said parcel, also being the southwest corner of parcel number
20 7582-01-46-7446, (n/f Martin), thence along the south boundary of parcel number
21 7582-01-46-2769 (n/f Hooper), to the easternmost corner of parcel number
22 7582-01-36-8125 (n/f Parsons), thence along the south boundary of said parcel to the
23 southwest corner of said parcel, thence along the south boundary of parcel number
24 7582-01-36-4097 (n/f Parsons), to the northeast corner of parcel number
25 7582-01-35-4422 (n/f Dezell), thence along the east boundary of said parcel to its
26 southeast corner, thence along the south boundary of said parcel to its southernmost
27 corner, thence along the east boundary of parcel number 7582-03-34-4905 (n/f Oak
28 Ridge Builders) to its southeast corner, thence along the east boundary of parcel number
29 7582-03-34-4732 (n/f Cudahy) to its southeast corner, thence along the east boundary of

1 parcel number 7582-03-34-4541 (n/f Buck) to its southeast corner, thence along the east
2 boundary of parcel number 7582-03-34-4323 (n/f Roberts) to its southeast corner,
3 thence along the east boundary of parcel number 7582-03-34-3127 (n/f Mansfield) to
4 the northeast corner of parcel number 7582-03-33-2996 (n/f Davis), thence along the
5 east boundary of said parcel to the south corner of said parcel, thence along the south
6 boundary of said parcel to its intersection with Parsons View Road, thence crossing said
7 road to the easternmost corner of parcel number 7582-03-23-8948 (n/f Mountain View
8 Ventures, Inc.), thence along the west boundary of parcel number 7582-03-43-7333 (n/f
9 Mountain View Ventures, Inc.) to the southwest corner of said parcel thence along the
10 south boundary of said parcel to the northeast corner of parcel number
11 7582-03-32-6218 (n/f Mountain View Ventures, Inc.), thence along the southeast
12 boundary of said parcel to the east corner of parcel number 7582-03-31-2811 (n/f
13 Mountain View Ventures, Inc.), thence along the southeast boundary of said parcel to its
14 south corner, thence along the southwest boundary of said parcel to the southeast corner
15 of parcel number 7582-03-21-0825 (n/f Mountain View Ventures, Inc.), thence along
16 the south boundary of said parcel to the southeast corner of parcel number
17 7582-03-11-4915 (n/f Lewis), thence along the south boundary of said parcel to the
18 southeast corner of parcel number 7582-03-01-9935 (n/f Lewis), thence along the south
19 boundary of said parcel to the southeast corner of parcel number 7582-03-02-4432 (n/f
20 Engelhardt), thence along the south boundary of said parcel to the east corner of parcel
21 number 7582-03-01-2926 (n/f McCarlton Partners Ltd.), thence along the south
22 boundary of said parcel to the southeast corner of parcel number 7572-04-92-2412 (n/f
23 Andrews), thence along the south boundary of said parcel to a point in that south
24 boundary, said point being due north from the northeast corner of parcel number
25 7572-04-91-5415 (n/f Ledbetter Ltd.), thence to said northeast corner of said parcel,
26 thence along the east boundary of said parcel to a corner in the line of said parcel,
27 thence in a southeasterly direction to the north corner of parcel number
28 7572-04-91-8321 (n/f Lofton), thence along the northeast boundary of said parcel to the
29 northernmost corner of the right of way for East Halsted Road, thence along the east
30 boundary of said right of way to its intersection of the north boundary of Wake Road,
31 thence along the northeast boundary of said right of way to the westernmost corner of
32 parcel number 7582-03-00-3170 (n/f Yates), thence along the northwest boundary of
33 said parcel to the north corner of said parcel, thence along the northeast boundary of
34 said parcel to the north corner of parcel number 7582-03-00-2470 (n/f Kehoe), thence
35 along the northeast boundary of said parcel to a point in the north boundary of parcel
36 number 7582-03-00-3224 (n/f Cranford), thence along the north boundary of said parcel
37 to its northeast corner, thence along the east boundary of said parcel to the northeast
38 corner of parcel number 7582-03-00-3068 (n/f Davis), thence along the east boundary
39 of said parcel to the north corner of parcel number 7581-01-09-4898 (n/f Riley), thence
40 along the northeast boundary of said parcel to its easternmost corner, thence along the
41 south boundary of said parcel to its southwest corner in the right of way of Wade Road.
42 Thence along the east boundary of the right of way for Wade Road in a southerly
43 direction to the west corner of parcel number 7581-01-09-9220 (n/f Pearce), thence
44 along the northwest boundary of said parcel to its north corner, thence along the

1 northeast boundary of said parcel in a southerly direction to its southeast corner, thence
2 along the south boundary of said parcel to the northeast corner of parcel number
3 7581-01-08-9975 (n/f Fox), thence along the east boundary of said parcel to the
4 northeast corner of parcel number 7581-01-08-9760 (n/f St. John), thence along the east
5 boundary of said parcel to the southernmost corner of said parcel, thence in a
6 northwesterly direction along the southwest boundary of said parcel to its southwest
7 corner. Thence in a southerly direction along the southeast boundary of parcel number
8 7581-01-08-5411 (n/f Johnson) to the south corner of said parcel, thence along the
9 southwest boundary of said parcel to the boundary of the right of way for Wade Road;
10 thence along the south boundary of the right of way for Wade Road to the north corner
11 of parcel number 7581-01-07-1941 (n/f Strong), thence along the east boundary of said
12 parcel to the east corner of parcel number 7571-02-97-8784 (n/f Jordan), thence along
13 the southeast boundary of said parcel to the east corner of parcel number
14 7571-02-97-7588 (n/f Warriner). Thence in a southwesterly direction to the north corner
15 of parcel number 7571-04-94-4469 (n/f Waddell), thence along the east boundary of
16 said parcel to the north corner of parcel number 7571-04-93-7748 (n/f Chattooga Dev.
17 Corp.), thence along the north boundary of said parcel in a southerly direction to a
18 corner and thence continuing with said boundary in a northeast direction to the
19 intersection of said boundary with the west boundary of Chimney Top Trail, thence
20 along the west boundary of Chimney Top Trail to the south corner of parcel number
21 7581-03-04-1419 (n/f Fazio), thence leaving Chimney Top Trail and along the west
22 boundary of said parcel to the north corner of said parcel, thence along the northeast
23 boundary of said parcel to its intersection with the west boundary of the right of way for
24 Chimney Top Trail; thence along the west boundary of Chimney Top Trail to the
25 southwest corner of parcel number 7581-01-16-3228 (n/f Sims), thence along the
26 northwest boundary of said parcel to the northwest corner of parcel number
27 7581-01-16-5306 (n/f Coker), thence along the north boundary of said parcel to the
28 northwest corner of parcel number 7581-01-16-6377 (n/f Collier), thence along the
29 north boundary of said parcel to the northwest corner of parcel number
30 7581-01-16-8321 (n/f Domesicik), thence along the north boundary of said parcel to the
31 northwest corner of parcel number 7581-01-16-9281 (n/f Cay), thence along the
32 northeast boundary of said parcel to the northwest corner of parcel number
33 7581-01-26-1164 (n/f Ingram) to the north boundary of the right of way for Chimney
34 Top Trail. Thence along the north boundary of Chimney Top Trail to the west corner of
35 parcel number 7581-01-26-7298 (n/f Allen, Inc.), thence leaving Chimney Top Trail
36 and running to the northwest corner of parcel number 7581-01-26-9206 (n/f Moore),
37 thence along the north boundary of said parcel to the northwest corner of parcel number
38 7581-01-36-0212 (n/f Puckett), thence along the north boundary of said parcel to the
39 north corner of parcel number 7581-01-36-1115 (n/f Watson), thence along the
40 northeast boundary of said parcel to the north corner of parcel number 7581-01-36-1096
41 (n/f Dalton), thence along the north boundary of said parcel to the north corner of parcel
42 number 7581-03-44-0738 (n/f Wade Hampton POA) thence along the west, southwest
43 and east boundaries of said parcel to the southwest corner of parcel number
44 7581-04-54-1583 (n/f Dunagon), thence along the west boundary of said parcel to its

1 northwest corner and the southwest corner of parcel number 7581-04-54-1946 (n/f
2 Dehority), thence along the west boundary of said parcel to the southwest corner of
3 parcel number 7581-02-55-1424 (n/f Jones), thence along the north boundary of said
4 parcel to the northwest corner of parcel number 7581-02-55-6467 (n/f Chanin), thence
5 along the north boundary of said parcel to the northeast corner of said parcel, thence
6 along the east boundary of said parcel to the north corner of parcel number
7 7581-02-55-7122 (n/f Green), thence along the east boundary of said parcel to the north
8 corner of parcel number 7581-04-54-7508 (n/f Keller), thence along the east boundary
9 of said parcel to the northeast corner of parcel number 7581-04-54-5037 (n/f Gary),
10 thence along the east boundary of said parcel to the northeast corner of parcel number
11 7581-04-53-6754 (n/f Livermore), thence along the east boundary of said parcel to the
12 northeast corner of parcel number 7581-04-53-5473 (n/f Floyd), thence along the east
13 boundary of said parcel to the northeast corner of parcel number 7581-04-53-5135 (n/f
14 Griffin), thence along the east boundary of said parcel to the northeast corner of parcel
15 number 7581-04-52-6931 (n/f Davis), thence along the east boundary of said parcel to
16 the northeast corner of parcel number 7581-04-52-6658 (n/f Tattersall), thence along the
17 east boundary of said parcel to the northwest corner of parcel number 7581-04-52-7288
18 (n/f Smith), thence along the north boundary of said parcel to the northwest corner of
19 parcel number 7581-04-62-3346 (n/f Green), thence along the north boundary of said
20 parcel to the northwest corner of parcel number 7581-04-72-0320 (n/f Green), thence
21 along the north boundary of said parcel to the northeast corner of said parcel, thence
22 along the east boundary of said parcel to the north corner of parcel number
23 7581-04-71-1054 (n/f Wade Hampton Co.), thence along the east boundary of said
24 parcel to the north corner of parcel number 7581-04-71-0589 (n/f McKee), thence along
25 the east boundary of said parcel to the northeast corner of parcel number
26 7581-04-71-1008 (n/f McKee Development), thence along the east boundary of said
27 parcel to the northeast corner of parcel number 7581-04-60-9645 (n/f Loon Corp.),
28 thence along the southeast boundary of said parcel to the east corner of parcel number
29 7581-04-60-3281 (n/f Loon Corp.), thence along the south boundary of said parcel to
30 the southwest corner of said parcel and the south boundary of the right of way of Silver
31 Springs Road (formerly known as "Deer Camp Road"), thence along the south
32 boundary of the right of way for said road to the southeast corner of parcel number
33 7581-04-50-0244 (n/f Glover), thence leaving said road and running in a west direction
34 with the north boundary of 7581-03-40-7042 (n/f Silver Run Inc.) to its westernmost
35 corner and the east boundary of North Carolina Highway 107 South, thence along the
36 east boundary of the right of way for Highway 107 South, and the west boundary of
37 parcel number 7581-03-40-7042 (n/f Silver Run, Inc.) to the southwest corner of said
38 parcel, thence continuing along the east boundary of the right of way for Highway 107
39 South in a southerly direction to the southwest corner of parcel number
40 7580-00-49-6555 (n/f Silver Run, Inc.), thence crossing Highway 107 South and
41 running to the southeast corner of parcel number 7581-03-20-0657 (n/f West Hampton
42 Club, LLC), said corner being in the west boundary of the right of way for Highway 107
43 South, thence leaving Highway 107 South and running along the south boundary of said
44 parcel to the southeast corner of parcel number 7580-00-29-6440 (n/f Bryson), thence

1 along the east boundary of said parcel to the northeast corner of said parcel, thence
2 along the north boundary of said parcel to the northwest corner of said parcel, thence
3 along the west boundary of said parcel to the southwest corner of said parcel, thence
4 along the south boundary of parcel number 7581-03-20-0657 (n/f West Hampton Club,
5 LLC) to the southwest corner of said parcel, thence along the west boundary of said
6 parcel to the southeast corner of parcel number 7580-00-09-7162 (n/f Dillard), thence
7 along the south boundary of said parcel to its southwest corner, thence along the
8 southeast boundary of parcel number 7580-00-09-4833 (n/f Kinnard) to the south corner
9 of said parcel, thence along the southwest boundary of said parcel in a northwesterly
10 direction to a corner with parcel number 7580-00-09-1070 (n/f Golden Rule Properties),
11 thence along the line of said parcel in a westerly direction to parcel number
12 7580-00-09-2945 (n/f Little Terrapin), thence along the southeast and southwest
13 boundary of said parcel to a corner with parcel number 7580-00-09-1070 (n/f Golden
14 Rule Properties), thence with the line of said parcel to a point in the southwest line of
15 parcel number 7571-04-90-8017 (n/f Coggiola), thence with the southeast line of said
16 parcel to its south corner and the east corner of parcel number 7570-00-99-5900 (n/f
17 Moore), thence with the southeast boundary of said parcel to the southeast corner of
18 parcel number 7570-00-99-3873 (n/f Stewart), thence along the southeast boundary of
19 said parcel to the southeast corner of parcel number 7570-00-99-2777 (n/f Kehm),
20 thence along the southeast boundary of said parcel to the southeast corner of parcel
21 number 7570-00-99-1770 (n/f Kehm), thence along the southeast boundary of said
22 parcel to the southeast corner of parcel number 7570-00-99-0589 (n/f Kehm), thence
23 with the southeast boundary of said parcel to a point in said boundary line and the
24 westernmost point of parcel number 7570-00-99-3500 (n/f Kehm), thence with the
25 southwestern boundary of said parcel to the easternmost corner of parcel number
26 7570-00-89-9405 (n/f Walburn), thence with the southeast boundary of said parcel to
27 the northeast corner of parcel number 7570-00-89-7172 (n/f Evans), thence with the east
28 boundary of said parcel to the north corner of parcel number 7570-00-99-1164 (n/f
29 Little Terrapin Property Owners), thence with the east boundary of said parcel to the
30 northwest corner of parcel number 7570-00-98-2976 (n/f Langford), thence with the
31 southwest boundary of said parcel to the northwest corner of parcel number
32 7570-00-98-6709 (n/f Gibbs), thence along the southeast boundary of parcel number
33 7570-00-98-0840 (n/f Langford) to its south corner, thence along the west boundary of
34 said parcel to its northwest corner, thence along the south boundary of parcel number
35 7570-00-88-7936 (n/f Langford) to its southwest corner, being a point in the east
36 boundary of parcel number 7570-00-79-6188 (n/f USA), thence along the northeast
37 boundary of the USA parcel to its north corner, being a point in the line of parcel
38 number 7571-04-61-2284 (n/f River), running thence in a southwesterly direction along
39 the boundary of the River parcel to the southernmost corner of said parcel, thence in a
40 northerly direction to the southwest corner of parcel number 7571-04-51-7634 (n/f
41 Berglund), thence along the southwest boundary of said parcel to the westernmost
42 corner of said parcel, thence along the north boundary of said parcel to the northeast
43 corner of said parcel, thence along the north boundary of parcel number
44 7571-04-61-2284 (n/f River) to the southwest corner of parcel number 7571-04-62-7189

1 (n/f Ingram), thence along the west boundary of said parcel to the southwest corner of
2 parcel number 7571-04-62-8620 (n/f Ingram), thence along the west and northwest
3 boundaries of said property to the westernmost corner of parcel number
4 7571-04-72-1729 (n/f Terry), thence along the west boundary of said property to the
5 northwest most corner of said parcel, thence crossing Whiteside Cove Road in a
6 northwesterly direction to the southwest corner of parcel number 7571-04-73-2459 (n/f
7 Parsons), thence along the southwest boundary of said parcel to the southeast corner of
8 parcel number 7571-04-63-0643 (n/f First National Bank of Palm Beach), thence along
9 the south boundary of said parcel to the southwest corner of said parcel, thence along
10 the north boundary of parcel 7571-03-21-3762 (n/f Warren) to the southwest corner of
11 parcel number 7571-03-13-1347 (n/f Crawford), thence along the southwest boundary
12 of said parcel to the southwest corner of parcel number 7571-03-03-8596 (n/f Powell),
13 thence along the west and northwest boundaries of said parcel to the westernmost corner
14 of Timber Ridge Drive (parcel number 7571-03-14-5568) (n/f Timber Ridge), thence
15 along the end of Timber Ridge Drive to a point, thence along the northern boundary of
16 the right-of-way for Timber Ridge Drive in an easterly direction to a corner near the
17 northeast corner of parcel number 7571-03-13-4366 (n/f Cameron), thence with the west
18 boundary of the right-of-way of Timber Ridge Drive to Devil's Courthouse View Road,
19 thence along the western and southwestern boundary of the right-of-way for said road to
20 a point due south of the southwest corner of parcel number 7571-01-15-4360 (n/f
21 Swanson), thence crossing said road to the southwest corner of the Swanson parcel,
22 thence along the west boundary of said parcel to the northwest corner of said parcel,
23 thence along the north boundary of said parcel to the southwest corner of parcel number
24 7571-01-15-9621 (n/f Slaughter), thence along the west boundary of said parcel to the
25 southwest corner of parcel number 7571-01-25-0815 (n/f Tidwell), thence along the
26 west boundary of said parcel to the southwest corner of parcel number 7571-01-26-0094
27 (n/f Baumgarner), thence along the west boundary of said parcel to its northwest corner,
28 thence along the north boundary of said parcel to its northeast corner, thence with the
29 west boundary of the right-of-way for Mitten Lane, SR 1110, to its intersection with the
30 boundary of 7571-01-26-5723 (n/f Education Tomorrow), thence along the southwest
31 boundary of said parcel to its westernmost corner, thence along the west boundary of
32 said parcel to the south corner of parcel number 7571-01-27-0141 (n/f Davis), thence
33 along the west boundary of said parcel to the south corner of parcel number
34 7571-01-27-0376 (n/f Young), thence along the western boundary of said parcel to the
35 south corner of parcel number 7571-01-27-1502 (n/f Madden), thence along the
36 southwest boundary of said parcel to the southernmost corner of parcel number
37 7571-01-27-9527 (n/f Madden), thence along the southwest boundary of said parcel to
38 the southwestern corner of the right-of-way for Zeb Alley Road SR 1111 and the
39 westernmost corner of parcel number 7571-01-17-9527 (n/f Madden), thence to the
40 southeast corner of parcel number 7571-01-17-8774 (n/f Pell) near the north boundary
41 of the right-of-way of Zeb Alley Rd, thence along the southwest boundary of said parcel
42 to the westernmost corner of said parcel, thence along the south and west boundaries of
43 parcel number 7571-01-18-5076 (n/f Wakulla Motel) to the southwest corner of said
44 parcel, thence in a northerly direction along the boundary of parcel number

1 7571-01-08-5333 (n/f Silver Slip Lodge) to the east corner of parcel number
2 7561-00-96-0982 (n/f Spraggins), thence along the southeast boundary of said parcel to
3 its south corner, thence along the west boundary of said parcel to the south corner of
4 parcel number 7561-00-97-0291 (n/f Walden), thence with the west boundary of said
5 parcel to the southeast corner of parcel number 7561-00-97-0571 (n/f Woock), thence
6 along the south boundary of said parcel to the southeast corner of parcel number
7 7561-00-87-5533 (n/f Woock at Millstone Inn, Inc.), thence along the southwest
8 boundary of said parcel to the southeast corner of parcel number 7561-00-87-4659 (n/f
9 Woock), thence along the south boundary of said parcel to its southwest corner, thence
10 with the north boundary of parcel number 7561-01-77-5244 (n/f Black) in a westerly
11 direction to the northwest corner of said parcel, thence along the south boundary of
12 parcel number 7561-00-68-1485 (n/f Stewart) to its southwest corner and the southeast
13 corner of parcel number 7561-00-58-6320 (n/f Kapers), thence along the southeast
14 boundary of said parcel to its southernmost corner, thence along the southwest boundary
15 of said parcel to the southwest corner of parcel number 7561-00-69-0110 (n/f Palmetto
16 Investors Group, Inc.), thence along the west boundary of said parcel to the southwest
17 corner of parcel number 7561-00-59-4079 (n/f Kapers), thence along the west boundary
18 of said parcel to its northwest corner, said corner being in the south boundary of the
19 right-of-way for US Hwy 64, thence crossing US Hwy 64 in a northwesterly direction to
20 the easternmost corner of parcel number 7561-00-59-3533 (n/f Atkinson Properties),
21 thence with the northern boundary of the right-of-way for US Hwy 64 in a
22 northwesterly direction to the westernmost corner of parcel number 7562-03-01-8754
23 (n/f Wildcat Mountains Development Co, Inc.), thence along the west boundary of said
24 parcel to the southwest corner of parcel number 7562-03-02-9707 (n/f MMB
25 Development), thence along the southwest boundary of said parcel to its westernmost
26 corner, thence along the northwest boundary of said parcel to the west corner of parcel
27 number 7562-03-12-1965 (n/f MMB Development), thence along the northwest
28 boundary of said parcel to its north corner, thence along the northeast boundary of said
29 parcel to the north corner of parcel number 7562-03-12-4893 (n/f Walker), thence along
30 the northwest boundary of said parcel to the northwest corner of parcel number
31 7562-03-12-8653 (n/f Hubbard), thence along the north boundary of said parcel to the
32 northwest corner of parcel number 7562-03-22-3353 (n/f Highlands Land Trust), thence
33 along the north boundary of said parcel to the northwest corner of parcel number
34 7562-03-32-0554 (n/f Senterfit Trust), thence along the north boundary of said parcel to
35 the northwest corner of parcel number 7562-03-32-4479 (n/f Smith), thence along the
36 north boundary of said parcel to the northeast corner of said parcel, thence along the
37 east boundary of said parcel to the north corner of 7562-03-32-6275 (n/f Smith), thence
38 along the east boundary of said parcel to the northeast corner of parcel number
39 7562-03-32-6173 (n/f Worley), thence along the east boundary of said parcel to the
40 northwest corner of parcel number 7562-03-31-8648 (n/f Douglass), thence along the
41 north boundary of said parcel to the north corner of parcel number 7562-03-31-9494
42 (n/f Collins), thence to the northwest corner of parcel number 7562-03-41-3458 (n/f
43 Bryan), thence along the north boundary of said parcel to the north corner of parcel
44 number 7562-03-41-5294 (n/f Bryan), thence to the northwest corner of parcel number

1 7562-03-41-7387 (n/f Watts), thence along the north boundary of said parcel to the
2 northwest corner of parcel number 7562-04-51-1436 (n/f Hilliard), thence along the
3 north boundary of said parcel to the northwest corner of parcel number
4 7562-04-51-4504 (n/f Meek), thence along the north boundary of said parcel to the
5 westernmost corner of parcel number 7562-04-61-0810 (n/f Wallace), thence along the
6 northwest boundary of said parcel to its north corner, thence along the east boundary of
7 said parcel to the north corner of parcel number 7562-04-61-1584 (n/f Wallace), thence
8 along the east and northeast boundary of said parcel to the westernmost corner of parcel
9 number 7562-04-61-8590 (n/f Drake), thence along the northwest boundary of said
10 parcel to the westernmost corner of parcel number 7562-04-71-0705 (n/f Drake), thence
11 along the northwest boundary of said parcel to its northernmost corner, thence along the
12 northeast boundary of said parcel to its easternmost corner, thence along the southeast
13 boundary of said parcel to its southernmost corner, thence along the northeast boundary
14 of parcel number 7562-04-61-8590 (n/f Drake) to the easternmost corner of said parcel,
15 thence with the boundary of said parcel in a southwesterly direction to a point in the line
16 of parcel number 7562-04-71-6044 (n/f Coyle), thence from said point in a
17 southeasterly direction to the easternmost corner of said parcel, thence in a northeasterly
18 direction along the north boundary of parcel number 7562-04-70-8590 (n/f Failey) to
19 the northeast corner of said parcel, thence in a northeasterly direction along the
20 boundary of parcel number 7562-04-81-7067 (n/f Joe Mike LLC) to the north corner of
21 said parcel and the easternmost corner of parcel number 7562-04-81-8324 (n/f Coyle),
22 thence with the northwest boundary of said parcel to the northwest corner of parcel
23 number 7562-04-91-0486 (n/f Choate), thence along the north boundary of said parcel
24 to the northwest corner of parcel number 7562-04-91-3526 (n/f Oberle), thence along
25 the north boundary of said parcel to the northwest corner of parcel number
26 7562-04-91-5518 (n/f Valley Helicopters), thence along the north boundary of said
27 parcel to the northeast corner of said parcel and a point in the line of parcel number
28 7562-04-91-6756 (n/f Dillard), thence along the southwest boundary of said parcel to its
29 west corner and the south corner of parcel number 7562-04-92-1260 (n/f Pinchot),
30 thence in a northwesterly direction along the southwest boundary of said parcel to the
31 northernmost corner of said parcel, thence in a southeasterly direction along the
32 boundary of said parcel to the westernmost corner of parcel number 7562-04-92-6224
33 (n/f Johnson), thence along the northwest boundary of said parcel to the westernmost
34 corner of parcel number 7562-04-92-3962 (n/f Johnson), thence along the northwest
35 boundary of said parcel to its north corner, thence in a southeasterly direction to the
36 southwest corner of parcel number 7562-04-93-4146 (n/f Owen), thence in a northerly
37 direction to the north corner of said parcel, thence along the northeast boundary of said
38 parcel to the northwest corner of parcel number 7562-04-93-9030 (n/f McCall), thence
39 along the north boundary of said parcel to its northernmost corner and the westernmost
40 corner of parcel number 7572-03-03-2205 (n/f Pressley), thence along the northwest
41 boundary of the Pressley parcel to the westernmost corner of parcel number
42 7572-03-03-2521 (n/f McCall), thence along the northwest boundary of said parcel to
43 the westernmost corner of parcel number 7572-03-03-4684 (n/f Moss), thence along the
44 northwest boundary of said parcel to a point in the line of parcel number

1 7572-03-04-5028 (n/f Dills), thence with the boundary of the Dills parcel to its
2 westernmost corner and the southwest corner of parcel number 7572-03-04-1259 (n/f
3 Brandon), thence with the west boundary of the Brandon parcel to its northwest corner,
4 thence with the north boundary of said parcel to the northwest corner of parcel number
5 7572-03-04-3268 (n/f Newberry), thence along the north boundary of said parcel to the
6 westernmost corner of parcel number 7572-03-04-5324 (n/f Dufilho), thence along the
7 north boundary of said parcel to the northwest corner of parcel number
8 7572-03-04-7436 (n/f Logan), thence along the north boundary of said parcel to the
9 northwest corner of parcel number 7572-03-04-9558 (n/f Logan), thence along the north
10 boundary of said parcel to the intersection of said boundary and the west boundary of
11 the right-of-way for NC Hwy 107 North, thence with the west boundary of NC Hwy
12 107 North to a point due south of the southwest corner of parcel number
13 7572-03-04-8966 (n/f Rogers), thence crossing the right-of-way for NC Hwy 107 North
14 in a north direction to said corner, thence leaving Hwy 107 and running in a
15 northeasterly direction along the boundary of parcel number 7572-01-05-5164 (n/f Jahn)
16 to the north corner of parcel number 7572-03-14-3969 (n/f Pierce), thence along the
17 northeast boundary of parcel number 7572-03-14-6907 (n/f Wolf) to the southeast
18 corner of parcel number 7572-01-15-3647 (n/f Neal), thence along the northeast
19 boundary of said parcel to the north corner of said parcel, thence with the boundary of
20 parcel number 7572-01-16-1209 (n/f Kinsey) to the northeast corner of said parcel,
21 thence continuing with the line of the Kinsey parcel in a westerly direction to the
22 southwest corner of parcel number 7572-01-17-5082 (n/f Cedar Creek Realty), thence
23 with the southwest line of said parcel to its westernmost corner and the south corner of
24 parcel number 7572-01-17-1065 (n/f Webb). Thence with the west boundary of the
25 Webb parcel to the south corner of parcel number 7572-01-17-3704 (n/f Cedar Creek
26 Realty), thence with the southwest boundary of said parcel to its northwest corner,
27 thence along the north boundary of said parcel to the southwest corner of parcel number
28 7572-01-18-3367 (n/f Toms), thence along the west boundary of said parcel to the
29 southwest corner of parcel number 7572-01-09-8001 (n/f Bennett), thence along the
30 west boundary of said parcel to its north corner and the southwest corner of parcel
31 number 7572-01-09-9267 (n/f Flock), thence along the west boundary of said parcel to
32 its northwest corner, thence along the boundary of parcel number 7573-03-10-3149 (n/f
33 Henry) to the northwest corner of parcel number 7573-03-21-5169 (n/f Damico), thence
34 along the north boundary of said parcel to its northeast corner, thence along the north
35 boundary of parcel number 7573-03-31-2033 (n/f Bebbington) to the northwest corner
36 of parcel number 7573-03-40-8454 (n/f Middelthon), thence along the west boundary of
37 said parcel to the northwest corner of parcel number 7572-02-59-4421 (n/f Big
38 Sheepcliff Property Owners), thence along the west and south boundaries of said parcel
39 to the north corner of parcel number 7572-01-48-0166 (n/f Thomas), thence along the
40 northeast boundary of said parcel and the west boundary of parcel number
41 7572-02-58-0035 (n/f Foster) to the northeast corner of parcel number 7572-01-47-9109
42 (n/f Hawkins), thence along the northeast and east boundary of said parcel to its
43 easternmost corner and a corner in the line of parcel number 7572-02-55-4964 (n/f
44 Hawkins), thence with the north boundary of said parcel to the northwest corner of

1 parcel number 7572-02-56-6461 (n/f Hawkins), thence with the north boundary of said
2 parcel to the northeast corner of said parcel and a point in the line of parcel number
3 7572-02-66-0536 (n/f Mountain View Ventures), thence along the west boundary of
4 said parcel to its northwest corner, thence along the north boundary of said parcel to the
5 easternmost corner of said parcel, thence to the south corner of parcel number
6 7572-02-67-1020 (n/f Mountain View Ventures), thence along the eastern boundary of
7 an unnamed private road to its intersection with the north boundary of Wandering
8 Ridge Road, thence along the north boundary of Wandering Ridge Road to the
9 southwest corner of parcel number 7572-02-76-3414 (n/f Law), thence leaving
10 Wandering Ridge Road and running in a northerly direction along the west boundary of
11 said parcel to the northwest corner of said parcel, thence along the north boundary of
12 said parcel to the northwest boundary of the right-of-way for Upper Ridge Road, being
13 a point in the south line of parcel number 7572-02-77-2250 (n/f Law), thence with the
14 northwest boundary of the right-of-way for Upper Ridge Road and the southeast
15 boundary of said parcel to the southeast corner of parcel number 7572-02-77-8219 (n/f
16 Dempsey), thence leaving Upper Ridge Road and running along the west boundary of
17 said parcel to the northernmost corner of said parcel, thence along the south boundary of
18 parcel number 7572-02-87-2951 (n/f Thomas) to the south corner of said parcel and the
19 northwest boundary of the right-of-way for Overlook Pass, thence with the southeast
20 boundary of the Thomas parcel and the northwest boundary of the right-of-way for
21 Overlook Pass to a point in the line of parcel number 7572-02-97-6861 (n/f Rhane),
22 thence with the west boundary of said parcel to its southwest corner, thence with the
23 south boundary of said parcel to the southeast corner of said parcel, being a point in the
24 boundary of the right-of-way for Cedar Creek Road, SR 1120, thence with the west
25 boundary of the right-of-way for Cedar Creek Road in a southeasterly direction to the
26 intersection of the boundary of the right-of-way of said road with the north boundary of
27 the right-of-way of Wandering Ridge Road, thence crossing Cedar Creek Road in an
28 easterly direction to the west corner of parcel number 7582-01-16-0612 (n/f Hackney),
29 thence along the northwest boundary of said parcel to its north corner, thence along the
30 northeast boundary of said parcel to the northwest corner of parcel number
31 7582-01-16-1586 (n/f Nantahala Power), thence along the north boundary of said parcel
32 to the northwest corner of parcel number 7582-01-16-4505 (n/f Nantahala Power),
33 thence along the north boundary of said parcel to the northwest corner of parcel number
34 7582-01-16-6527 (n/f Nantahala Power), thence along the north boundary of said parcel
35 to the northwest corner of parcel number 7582-01-16-8559 (n/f Nantahala Power),
36 thence along the north boundary of said parcel to the northwest corner of parcel number
37 7582-01-26-0683 (n/f Nantahala Power), thence along the north boundary of said parcel
38 to the northeast corner of said parcel and a point in the line of parcel number
39 7582-01-26-8938 (n/f Valley Corp.), thence along the west boundary of the Valley
40 Corp. parcel to its northwest corner, thence along the north boundary of said parcel to
41 its northeast corner, being a point in the line of parcel number 7582-01-46-2769 (n/f
42 Hooper), thence along the west boundary of said parcel to its northwest corner, thence
43 along the north boundary of said parcel to the point of BEGINNING.

44 "ARTICLE III. GOVERNING BODY.

1 "Section 3.1. **Structure of Governing Body; Number of Members.** The governing
2 body of the Village of Cashiers is the Mayor and the Village Council, which shall have
3 five members.

4 "Section 3.2. **Temporary Officers.** Until the organizational meeting after the initial
5 election in 2003 provided for by Section 4.1 of this Charter, Marcia Moore, Mark
6 Zachary, Frank Doherty, Hamilton Arnall, and Colleen McCall are appointed members
7 of the Village Council of the Village of Cashiers, and they shall possess and exercise the
8 powers granted to the governing body until their successors are elected or appointed and
9 qualified pursuant to this Charter. If any person named in this section is unable to serve,
10 the remaining temporary officers shall, by majority vote, appoint a person to serve until
11 the initial municipal election is held in 2003.

12 "Section 3.3. **Manner of Electing Village Council; Term of Office.** The qualified
13 voters of the entire Village shall elect the members of the Village Council, and, except
14 as provided in this section, they shall serve four-year terms. In 2003, the two candidates
15 receiving the highest numbers of votes shall be elected to four-year terms, and the three
16 candidates receiving the next highest numbers of votes shall be elected to two-year
17 terms. In 2005, and quadrennially thereafter, three members shall be elected to four-year
18 terms. In 2007, and quadrennially thereafter, two members shall be elected to four-year
19 terms.

20 "Section 3.4. **Manner of Electing Mayor; Term of Office; Duties.** The qualified
21 voters of the entire Village shall elect the Mayor. In 2003, and quadrennially thereafter,
22 the Mayor shall be elected for a term of four years. The Mayor shall be the official head
23 of Village government and shall preside at all meetings of the Village Council, shall
24 have the right to vote only when there is an equal division on any question or matter
25 before the Village Council, and shall exercise the powers and duties conferred by law or
26 as directed by the Village Council.

27 "Section 3.5. **Mayor Pro Tempore.** The Village Council shall appoint one of its
28 members as Mayor Pro Tempore to perform the duties of the Mayor during the Mayor's
29 absence or disability. The Mayor Pro Tempore shall serve in such capacity at the
30 pleasure of the Village Council.

31 "ARTICLE IV. ELECTIONS.

32 "Section 4.1. **Conduct of Village Elections.** Elections shall be conducted on a
33 nonpartisan basis and results determined by a plurality as provided in G.S. 163-292.

34 "ARTICLE V. ADMINISTRATION.

35 "Section 5.1. **Village to Operate Under Council-Manager Plan.** The Village shall
36 operate under the Council-Manager form of government as provided in Part 2 of Article
37 7 of Chapter 160A of the General Statutes.

38 "Section 5.2. **Village Manager.** The Village Council shall appoint a Village
39 Manager in accordance with G.S. 160A-147. The Manager shall be the administrative
40 head of all Village departments and shall have all the powers and duties conferred by
41 general law, except as expressly limited by the Village Council, so far as authorized by
42 general law, and the provisions of this Charter, and any additional powers conferred by
43 the Village Council. The Manager shall have the power to appoint, suspend, and remove

1 all Village officers, department heads, and employees, except the Village attorney and
2 any other official whose appointment or removal is vested in the Village Council.

3 "ARTICLE VI. TAXES AND BUDGET ORDINANCE.

4 "Section 6.1. **Commencement of Tax Collection.** From and after the effective date
5 of this act, the citizens and property in the Village of Cashiers shall be subject to
6 municipal taxes levied for the year beginning July 1, 2003, and for that purpose the
7 Village shall obtain from Jackson County a record of property in the area herein
8 incorporated which was listed for property taxes as of January 1, 2003.

9 "Section 6.2. **Budget.** The Village may adopt a budget ordinance for fiscal year
10 2003-2004 without following the timetable in the Local Government Budget and Fiscal
11 Control Act but shall follow the sequence of actions in the spirit of the act insofar as is
12 practical. For fiscal year 2003-2004, ad valorem taxes may be paid at par or face
13 amount within 90 days of adoption of the budget ordinance and thereafter in accordance
14 with the schedule in G.S. 105-360. If the effective date of the incorporation is prior to
15 July 1, 2003, the Village may adopt a budget ordinance for fiscal year 2002-2003
16 without following the timetable in the Local Government Budget and Fiscal Control Act
17 but shall follow the sequence of actions in the spirit of the act insofar as practical. No ad
18 valorem taxes may be levied for the 2002-2003 fiscal year."

19 **SECTION 3.** The Village may not exercise any powers authorized under
20 G.S. 160A-360.

21 **SECTION 4.** The Village may annex areas only as provided in Parts 1 and 4
22 of Article 4A of Chapter 160A of the General Statutes.

23 **SECTION 5.** On or before June 30, 2004, and June 30, 2005, the Village
24 Council shall submit to the House and Senate Finance Committees and the Joint
25 Legislative Commission on Municipal Incorporations evidence that the Village is
26 providing four municipal services from the list provided in G.S. 120-163(c) for the
27 benefit of the residents of the Village and that the Village has imposed an ad valorem
28 tax of at least five cents (5¢) on the one hundred dollar (\$100.00) valuation upon all
29 taxable property within the Village's corporate boundaries.

30 **SECTION 6.** The Jackson County Board of Elections shall conduct an
31 election on a date set by the Board, to be not less than 60 nor later than 120 days after
32 this act becomes law, for the purpose of submission to the qualified voters for the area
33 described in Section 2.1 of the Charter of the Village of Cashiers the question of
34 whether or not the area shall be incorporated as the Village of Cashiers. Registration for
35 the election shall be conducted in accordance with G.S. 163-288.2.

36 **SECTION 7.** In the election, the question on the ballot shall be:

37 "[]FOR []AGAINST

38 Incorporation of the Village of Cashiers."

39 **SECTION 8.** In the election, if a majority of the votes are cast "For the
40 Incorporation of the Village of Cashiers", Sections 1 through 5 of this act shall become
41 effective on the date that the Jackson County Board of Elections certifies the results of
42 the election. Otherwise, Sections 1 through 5 of this act shall have no force and effect.

43 **SECTION 9.** This act is effective when it becomes law.