

**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2003**

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**HOUSE DRH70208-LMx-73 (03/19)**

Short Title: Incorporate Cashiers.

(Local)

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Sponsors: Representative Haire.

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Referred to:

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A BILL TO BE ENTITLED

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

The General Assembly of North Carolina enacts:

**SECTION 1.** Chapter 112 of the 1927 Session Laws is repealed.

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

"CHARTER OF THE VILLAGE OF CASHIERS.

"ARTICLE I. INCORPORATION AND CORPORATE POWERS.

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

"ARTICLE II. CORPORATE BOUNDARIES.

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

BEGINNING at the northernmost corner of parcel number 7582-01-46-2769 (n/f Hooper), and running along the northeast and east boundaries of said parcel to the southeast corner of said parcel, also being the southwest corner of parcel number 7582-01-46-7446, (n/f Martin), thence along the south boundary of parcel number 7582-01-46-2769 (n/f Hooper), to the easternmost corner of parcel number 7582-01-36-8125 (n/f Parsons), thence along the south boundary of said parcel to the southwest corner of said parcel, thence along the south boundary of parcel number 7582-01-36-4097 (n/f Parsons), to the northeast corner of parcel number 7582-01-35-4422 (n/f Dezell), thence along the east boundary of said parcel to its southeast corner, thence along the south boundary of said parcel to its southernmost corner, thence along the east boundary of parcel number 7582-03-34-4905 (n/f Oak

1 Ridge Builders) to its southeast corner, thence along the east boundary of parcel number  
2 7582-03-34-4732 (n/f Cudahy) to its southeast corner, thence along the east boundary of  
3 parcel number 7582-03-34-4541 (n/f Buck) to its southeast corner, thence along the east  
4 boundary of parcel number 7582-03-34-4323 (n/f Roberts) to its southeast corner,  
5 thence along the east boundary of parcel number 7582-03-34-3127 (n/f Mansfield) to  
6 the northeast corner of parcel number 7582-03-33-2996 (n/f Davis), thence along the  
7 east boundary of said parcel to the south corner of said parcel, thence along the south  
8 boundary of said parcel to its intersection with Parsons View Road, thence crossing said  
9 road to the easternmost corner of parcel number 7582-03-23-8948 (n/f Mountain View  
10 Ventures, Inc.), thence along the west boundary of parcel number 7582-03-43-7333 (n/f  
11 Mountain View Ventures, Inc.) to the southwest corner of said parcel thence along the  
12 south boundary of said parcel to the northeast corner of parcel number  
13 7582-03-32-6218 (n/f Mountain View Ventures, Inc.), thence along the southeast  
14 boundary of said parcel to the east corner of parcel number 7582-03-31-2811 (n/f  
15 Mountain View Ventures, Inc.), thence along the southeast boundary of said parcel to its  
16 south corner, thence along the southwest boundary of said parcel to the southeast corner  
17 of parcel number 7582-03-21-0825 (n/f Mountain View Ventures, Inc.), thence along  
18 the south boundary of said parcel to the southeast corner of parcel number  
19 7582-03-11-4915 (n/f Lewis), thence along the south boundary of said parcel to the  
20 southeast corner of parcel number 7582-03-01-9935 (n/f Lewis), thence along the south  
21 boundary of said parcel to the southeast corner of parcel number 7582-03-02-4432 (n/f  
22 Engelhardt), thence along the south boundary of said parcel to the east corner of parcel  
23 number 7582-03-01-2926 (n/f McCarlton Partners Ltd.), thence along the south  
24 boundary of said parcel to the southeast corner of parcel number 7572-04-92-2412 (n/f  
25 Andrews), thence along the south boundary of said parcel to a point in that south  
26 boundary, said point being due north from the northeast corner of parcel number  
27 7572-04-91-5415 (n/f Ledbetter Ltd.), thence to said northeast corner of said parcel,  
28 thence along the east boundary of said parcel to a corner in the line of said parcel,  
29 thence in a southeasterly direction to the north corner of parcel number  
30 7572-04-91-8321 (n/f Lofton), thence along the northeast boundary of said parcel to the  
31 northernmost corner of the right of way for East Halsted Road, thence along the east  
32 boundary of said right of way to its intersection of the north boundary of Wake Road,  
33 thence along the northeast boundary of said right of way to the westernmost corner of  
34 parcel number 7582-03-00-3170 (n/f Yates), thence along the northwest boundary of  
35 said parcel to the north corner of said parcel, thence along the northeast boundary of  
36 said parcel to the north corner of parcel number 7582-03-00-2470 (n/f Kehoe), thence  
37 along the northeast boundary of said parcel to a point in the north boundary of parcel  
38 number 7582-03-00-3224 (n/f Cranford), thence along the north boundary of said parcel  
39 to its northeast corner, thence along the east boundary of said parcel to the northeast  
40 corner of parcel number 7582-03-00-3068 (n/f Davis), thence along the east boundary  
41 of said parcel to the north corner of parcel number 7581-01-09-4898 (n/f Riley), thence  
42 along the northeast boundary of said parcel to its easternmost corner, thence along the  
43 south boundary of said parcel to its southwest corner in the right of way of Wade Road.  
44 Thence along the east boundary of the right of way for Wade Road in a southerly

1 direction to the west corner of parcel number 7581-01-09-9220 (n/f Pearce), thence  
2 along the northwest boundary of said parcel to its north corner, thence along the  
3 northeast boundary of said parcel in a southerly direction to its southeast corner, thence  
4 along the south boundary of said parcel to the northeast corner of parcel number  
5 7581-01-08-9975 (n/f Fox), thence along the east boundary of said parcel to the  
6 northeast corner of parcel number 7581-01-08-9760 (n/f St. John), thence along the east  
7 boundary of said parcel to the southernmost corner of said parcel, thence in a  
8 northwesterly direction along the southwest boundary of said parcel to its southwest  
9 corner. Thence in a southerly direction along the southeast boundary of parcel number  
10 7581-01-08-5411 (n/f Johnson) to the south corner of said parcel, thence along the  
11 southwest boundary of said parcel to the boundary of the right of way for Wade Road;  
12 thence along the south boundary of the right of way for Wade Road to the north corner  
13 of parcel number 7581-01-07-1941 (n/f Strong), thence along the east boundary of said  
14 parcel to the east corner of parcel number 7571-02-97-8784 (n/f Jordan), thence along  
15 the southeast boundary of said parcel to the east corner of parcel number  
16 7571-02-97-7588 (n/f Warriner). Thence in a southwesterly direction to the north corner  
17 of parcel number 7571-04-94-4469 (n/f Waddell), thence along the east boundary of  
18 said parcel to the north corner of parcel number 7571-04-93-7748 (n/f Chattooga Dev.  
19 Corp.), thence along the north boundary of said parcel in a southerly direction to a  
20 corner and thence continuing with said boundary in a northeast direction to the  
21 intersection of said boundary with the west boundary of Chimney Top Trail, thence  
22 along the west boundary of Chimney Top Trail to the south corner of parcel number  
23 7581-03-04-1419 (n/f Fazio), thence leaving Chimney Top Trail and along the west  
24 boundary of said parcel to the north corner of said parcel, thence along the northeast  
25 boundary of said parcel to its intersection with the west boundary of the right of way for  
26 Chimney Top Trail; thence along the west boundary of Chimney Top Trail to the  
27 southwest corner of parcel number 7581-01-16-3228 (n/f Sims), thence along the  
28 northwest boundary of said parcel to the northwest corner of parcel number  
29 7581-01-16-5306 (n/f Coker), thence along the north boundary of said parcel to the  
30 northwest corner of parcel number 7581-01-16-6377 (n/f Collier), thence along the  
31 north boundary of said parcel to the northwest corner of parcel number  
32 7581-01-16-8321 (n/f Domesicik), thence along the north boundary of said parcel to the  
33 northwest corner of parcel number 7581-01-16-9281 (n/f Cay), thence along the  
34 northeast boundary of said parcel to the northwest corner of parcel number  
35 7581-01-26-1164 (n/f Ingram) to the north boundary of the right of way for Chimney  
36 Top Trail. Thence along the north boundary of Chimney Top Trail to the west corner of  
37 parcel number 7581-01-26-7298 (n/f Allen, Inc.), thence leaving Chimney Top Trail  
38 and running to the northwest corner of parcel number 7581-01-26-9206 (n/f Moore),  
39 thence along the north boundary of said parcel to the northwest corner of parcel number  
40 7581-01-36-0212 (n/f Puckett), thence along the north boundary of said parcel to the  
41 north corner of parcel number 7581-01-36-1115 (n/f Watson), thence along the  
42 northeast boundary of said parcel to the north corner of parcel number 7581-01-36-1096  
43 (n/f Dalton), thence along the north boundary of said parcel to the north corner of parcel  
44 number 7581-03-44-0738 (n/f Wade Hampton POA) thence along the west, southwest

1 and east boundaries of said parcel to the southwest corner of parcel number  
2 7581-04-54-1583 (n/f Dunagon), thence along the west boundary of said parcel to its  
3 northwest corner and the southwest corner of parcel number 7581-04-54-1946 (n/f  
4 Dehority), thence along the west boundary of said parcel to the southwest corner of  
5 parcel number 7581-02-55-1424 (n/f Jones), thence along the north boundary of said  
6 parcel to the northwest corner of parcel number 7581-02-55-6467 (n/f Chanin), thence  
7 along the north boundary of said parcel to the northeast corner of said parcel, thence  
8 along the east boundary of said parcel to the north corner of parcel number  
9 7581-02-55-7122 (n/f Green), thence along the east boundary of said parcel to the north  
10 corner of parcel number 7581-04-54-7508 (n/f Keller), thence along the east boundary  
11 of said parcel to the northeast corner of parcel number 7581-04-54-5037 (n/f Gary),  
12 thence along the east boundary of said parcel to the northeast corner of parcel number  
13 7581-04-53-6754 (n/f Livermore), thence along the east boundary of said parcel to the  
14 northeast corner of parcel number 7581-04-53-5473 (n/f Floyd), thence along the east  
15 boundary of said parcel to the northeast corner of parcel number 7581-04-53-5135 (n/f  
16 Griffin), thence along the east boundary of said parcel to the northeast corner of parcel  
17 number 7581-04-52-6931 (n/f Davis), thence along the east boundary of said parcel to  
18 the northeast corner of parcel number 7581-04-52-6658 (n/f Tattersall), thence along the  
19 east boundary of said parcel to the northwest corner of parcel number 7581-04-52-7288  
20 (n/f Smith), thence along the north boundary of said parcel to the northwest corner of  
21 parcel number 7581-04-62-3346 (n/f Green), thence along the north boundary of said  
22 parcel to the northwest corner of parcel number 7581-04-72-0320 (n/f Green), thence  
23 along the north boundary of said parcel to the northeast corner of said parcel, thence  
24 along the east boundary of said parcel to the north corner of parcel number  
25 7581-04-71-1054 (n/f Wade Hampton Co.), thence along the east boundary of said  
26 parcel to the north corner of parcel number 7581-04-71-0589 (n/f McKee), thence along  
27 the east boundary of said parcel to the northeast corner of parcel number  
28 7581-04-71-1008 (n/f McKee Development), thence along the east boundary of said  
29 parcel to the northeast corner of parcel number 7581-04-60-9645 (n/f Loon Corp.),  
30 thence along the southeast boundary of said parcel to the east corner of parcel number  
31 7581-04-60-3281 (n/f Loon Corp.), thence along the south boundary of said parcel to  
32 the southwest corner of said parcel and the south boundary of the right of way of Silver  
33 Springs Road (formerly known as "Deer Camp Road"), thence along the south  
34 boundary of the right of way for said road to the southeast corner of parcel number  
35 7581-04-50-0244 (n/f Glover), thence leaving said road and running in a west direction  
36 with the north boundary of 7581-03-40-7042 (n/f Silver Run Inc.) to its westernmost  
37 corner and the east boundary of North Carolina Highway 107 South, thence along the  
38 east boundary of the right of way for Highway 107 South, and the west boundary of  
39 parcel number 7581-03-40-7042 (n/f Silver Run, Inc.) to the southwest corner of said  
40 parcel, thence continuing along the east boundary of the right of way for Highway 107  
41 South in a southerly direction to the southwest corner of parcel number  
42 7580-00-49-6555 (n/f Silver Run, Inc.), thence crossing Highway 107 South and  
43 running to the southeast corner of parcel number 7581-03-20-0657 (n/f West Hampton  
44 Club, LLC), said corner being in the west boundary of the right of way for Highway 107

1 South, thence leaving Highway 107 South and running along the south boundary of said  
2 parcel to the southeast corner of parcel number 7580-00-29-6440 (n/f Bryson), thence  
3 along the east boundary of said parcel to the northeast corner of said parcel, thence  
4 along the north boundary of said parcel to the northwest corner of said parcel, thence  
5 along the west boundary of said parcel to the southwest corner of said parcel, thence  
6 along the south boundary of parcel number 7581-03-20-0657 (n/f West Hampton Club,  
7 LLC) to the southwest corner of said parcel, thence along the west boundary of said  
8 parcel to the southeast corner of parcel number 7580-00-09-7162 (n/f Dillard), thence  
9 along the south boundary of said parcel to its southwest corner, thence along the  
10 southeast boundary of parcel number 7580-00-09-4833 (n/f Kinnard) to the south corner  
11 of said parcel, thence along the southwest boundary of said parcel in a northwesterly  
12 direction to a corner with parcel number 7580-00-09-1070 (n/f Golden Rule Properties),  
13 thence along the line of said parcel in a westerly direction to parcel number  
14 7580-00-09-2945 (n/f Little Terrapin), thence along the southeast and southwest  
15 boundary of said parcel to a corner with parcel number 7580-00-09-1070 (n/f Golden  
16 Rule Properties), thence with the line of said parcel to a point in the southwest line of  
17 parcel number 7571-04-90-8017 (n/f Coggiola), thence with the southeast line of said  
18 parcel to its south corner and the east corner of parcel number 7570-00-99-5900 (n/f  
19 Moore), thence with the southeast boundary of said parcel to the southeast corner of  
20 parcel number 7570-00-99-3873 (n/f Stewart), thence along the southeast boundary of  
21 said parcel to the southeast corner of parcel number 7570-00-99-2777 (n/f Kehm),  
22 thence along the southeast boundary of said parcel to the southeast corner of parcel  
23 number 7570-00-99-1770 (n/f Kehm), thence along the southeast boundary of said  
24 parcel to the southeast corner of parcel number 7570-00-99-0589 (n/f Kehm), thence  
25 with the southeast boundary of said parcel to a point in said boundary line and the  
26 westernmost point of parcel number 7570-00-99-3500 (n/f Kehm), thence with the  
27 southwestern boundary of said parcel to the easternmost corner of parcel number  
28 7570-00-89-9405 (n/f Walburn), thence with the southeast boundary of said parcel to  
29 the northeast corner of parcel number 7570-00-89-7172 (n/f Evans), thence with the east  
30 boundary of said parcel to the north corner of parcel number 7570-00-99-1164 (n/f  
31 Little Terrapin Property Owners), thence with the east boundary of said parcel to the  
32 northwest corner of parcel number 7570-00-98-2976 (n/f Langford), thence with the  
33 southwest boundary of said parcel to the northwest corner of parcel number  
34 7570-00-98-6709 (n/f Gibbs), thence along the southeast boundary of parcel number  
35 7570-00-98-0840 (n/f Langford) to its south corner, thence along the west boundary of  
36 said parcel to its northwest corner, thence along the south boundary of parcel number  
37 7570-00-88-7936 (n/f Langford) to its southwest corner, being a point in the east  
38 boundary of parcel number 7570-00-79-6188 (n/f USA), thence along the northeast  
39 boundary of the USA parcel to its north corner, being a point in the line of parcel  
40 number 7571-04-61-2284 (n/f River), running thence in a southwesterly direction along  
41 the boundary of the River parcel to the southernmost corner of said parcel, thence in a  
42 northerly direction to the southwest corner of parcel number 7571-04-51-7634 (n/f  
43 Berglund), thence along the southwest boundary of said parcel to the westernmost  
44 corner of said parcel, thence along the north boundary of said parcel to the northeast

1 corner of said parcel, thence along the north boundary of parcel number  
2 7571-04-61-2284 (n/f River) to the southwest corner of parcel number 7571-04-62-7189  
3 (n/f Ingram), thence along the west boundary of said parcel to the southwest corner of  
4 parcel number 7571-04-62-8620 (n/f Ingram), thence along the west and northwest  
5 boundaries of said property to the westernmost corner of parcel number  
6 7571-04-72-1729 (n/f Terry), thence along the west boundary of said property to the  
7 northwest most corner of said parcel, thence crossing Whiteside Cove Road in a  
8 northwesterly direction to the southwest corner of parcel number 7571-04-73-2459 (n/f  
9 Parsons), thence along the southwest boundary of said parcel to the southeast corner of  
10 parcel number 7571-04-63-0643 (n/f First National Bank of Palm Beach), thence along  
11 the south boundary of said parcel to the southwest corner of said parcel, thence along  
12 the north boundary of parcel 7571-03-21-3762 (n/f Warren) to the southwest corner of  
13 parcel number 7571-03-13-1347 (n/f Crawford), thence along the southwest boundary  
14 of said parcel to the southwest corner of parcel number 7571-03-03-8596 (n/f Powell),  
15 thence along the west and northwest boundaries of said parcel to the westernmost corner  
16 of Timber Ridge Drive (parcel number 7571-03-14-5568) (n/f Timber Ridge), thence  
17 along the end of Timber Ridge Drive to a point, thence along the northern boundary of  
18 the right-of-way for Timber Ridge Drive in an easterly direction to a corner near the  
19 northeast corner of parcel number 7571-03-13-4366 (n/f Cameron), thence with the west  
20 boundary of the right-of-way of Timber Ridge Drive to Devil's Courthouse View Road,  
21 thence along the western and southwestern boundary of the right-of-way for said road to  
22 a point due south of the southwest corner of parcel number 7571-01-15-4360 (n/f  
23 Swanson), thence crossing said road to the southwest corner of the Swanson parcel,  
24 thence along the west boundary of said parcel to the northwest corner of said parcel,  
25 thence along the north boundary of said parcel to the southwest corner of parcel number  
26 7571-01-15-9621 (n/f Slaughter), thence along the west boundary of said parcel to the  
27 southwest corner of parcel number 7571-01-25-0815 (n/f Tidwell), thence along the  
28 west boundary of said parcel to the southwest corner of parcel number 7571-01-26-0094  
29 (n/f Baumgarner), thence along the west boundary of said parcel to its northwest corner,  
30 thence along the north boundary of said parcel to its northeast corner, thence with the  
31 west boundary of the right-of-way for Mitten Lane, SR 1110, to its intersection with the  
32 boundary of 7571-01-26-5723 (n/f Education Tomorrow), thence along the southwest  
33 boundary of said parcel to its westernmost corner, thence along the west boundary of  
34 said parcel to the south corner of parcel number 7571-01-27-0141 (n/f Davis), thence  
35 along the west boundary of said parcel to the south corner of parcel number  
36 7571-01-27-0376 (n/f Young), thence along the western boundary of said parcel to the  
37 south corner of parcel number 7571-01-27-1502 (n/f Madden), thence along the  
38 southwest boundary of said parcel to the southernmost corner of parcel number  
39 7571-01-27-9527 (n/f Madden), thence along the southwest boundary of said parcel to  
40 the southwestern corner of the right-of-way for Zeb Alley Road SR 1111 and the  
41 westernmost corner of parcel number 7571-01-17-9527 (n/f Madden), thence to the  
42 southeast corner of parcel number 7571-01-17-8774 (n/f Pell) near the north boundary  
43 of the right-of-way of Zeb Alley Rd, thence along the southwest boundary of said parcel  
44 to the westernmost corner of said parcel, thence along the south and west boundaries of

1 parcel number 7571-01-18-5076 (n/f Wakulla Motel) to the southwest corner of said  
2 parcel, thence in a northerly direction along the boundary of parcel number  
3 7571-01-08-5333 (n/f Silver Slip Lodge) to the east corner of parcel number  
4 7561-00-96-0982 (n/f Spraggins), thence along the southeast boundary of said parcel to  
5 its south corner, thence along the west boundary of said parcel to the south corner of  
6 parcel number 7561-00-97-0291 (n/f Walden), thence with the west boundary of said  
7 parcel to the southeast corner of parcel number 7561-00-97-0571 (n/f Woock), thence  
8 along the south boundary of said parcel to the southeast corner of parcel number  
9 7561-00-87-5533 (n/f Woock at Millstone Inn, Inc.), thence along the southwest  
10 boundary of said parcel to the southeast corner of parcel number 7561-00-87-4659 (n/f  
11 Woock), thence along the south boundary of said parcel to its southwest corner, thence  
12 with the north boundary of parcel number 7561-01-77-5244 (n/f Black) in a westerly  
13 direction to the northwest corner of said parcel, thence along the south boundary of  
14 parcel number 7561-00-68-1485 (n/f Stewart) to its southwest corner and the southeast  
15 corner of parcel number 7561-00-58-6320 (n/f Kapers), thence along the southeast  
16 boundary of said parcel to its southernmost corner, thence along the southwest boundary  
17 of said parcel to the southwest corner of parcel number 7561-00-69-0110 (n/f Palmetto  
18 Investors Group, Inc.), thence along the west boundary of said parcel to the southwest  
19 corner of parcel number 7561-00-59-4079 (n/f Kapers), thence along the west boundary  
20 of said parcel to its northwest corner, said corner being in the south boundary of the  
21 right-of-way for US Hwy 64, thence crossing US Hwy 64 in a northwesterly direction to  
22 the easternmost corner of parcel number 7561-00-59-3533 (n/f Atkinson Properties),  
23 thence with the northern boundary of the right-of-way for US Hwy 64 in a  
24 northwesterly direction to the westernmost corner of parcel number 7562-03-01-8754  
25 (n/f Wildcat Mountains Development Co, Inc.), thence along the west boundary of said  
26 parcel to the southwest corner of parcel number 7562-03-02-9707 (n/f MMB  
27 Development), thence along the southwest boundary of said parcel to its westernmost  
28 corner, thence along the northwest boundary of said parcel to the west corner of parcel  
29 number 7562-03-12-1965 (n/f MMB Development), thence along the northwest  
30 boundary of said parcel to its north corner, thence along the northeast boundary of said  
31 parcel to the north corner of parcel number 7562-03-12-4893 (n/f Walker), thence along  
32 the northwest boundary of said parcel to the northwest corner of parcel number  
33 7562-03-12-8653 (n/f Hubbard), thence along the north boundary of said parcel to the  
34 northwest corner of parcel number 7562-03-22-3353 (n/f Highlands Land Trust), thence  
35 along the north boundary of said parcel to the northwest corner of parcel number  
36 7562-03-32-0554 (n/f Senterfit Trust), thence along the north boundary of said parcel to  
37 the northwest corner of parcel number 7562-03-32-4479 (n/f Smith), thence along the  
38 north boundary of said parcel to the northeast corner of said parcel, thence along the  
39 east boundary of said parcel to the north corner of 7562-03-32-6275 (n/f Smith), thence  
40 along the east boundary of said parcel to the northeast corner of parcel number  
41 7562-03-32-6173 (n/f Worley), thence along the east boundary of said parcel to the  
42 northwest corner of parcel number 7562-03-31-8648 (n/f Douglass), thence along the  
43 north boundary of said parcel to the north corner of parcel number 7562-03-31-9494  
44 (n/f Collins), thence to the northwest corner of parcel number 7562-03-41-3458 (n/f

1 Bryan), thence along the north boundary of said parcel to the north corner of parcel  
2 number 7562-03-41-5294 (n/f Bryan), thence to the northwest corner of parcel number  
3 7562-03-41-7387 (n/f Watts), thence along the north boundary of said parcel to the  
4 northwest corner of parcel number 7562-04-51-1436 (n/f Hilliard), thence along the  
5 north boundary of said parcel to the northwest corner of parcel number  
6 7562-04-51-4504 (n/f Meek), thence along the north boundary of said parcel to the  
7 westernmost corner of parcel number 7562-04-61-0810 (n/f Wallace), thence along the  
8 northwest boundary of said parcel to its north corner, thence along the east boundary of  
9 said parcel to the north corner of parcel number 7562-04-61-1584 (n/f Wallace), thence  
10 along the east and northeast boundary of said parcel to the westernmost corner of parcel  
11 number 7562-04-61-8590 (n/f Drake), thence along the northwest boundary of said  
12 parcel to the westernmost corner of parcel number 7562-04-71-0705 (n/f Drake), thence  
13 along the northwest boundary of said parcel to its northernmost corner, thence along the  
14 northeast boundary of said parcel to its easternmost corner, thence along the southeast  
15 boundary of said parcel to its southernmost corner, thence along the northeast boundary  
16 of parcel number 7562-04-61-8590 (n/f Drake) to the easternmost corner of said parcel,  
17 thence with the boundary of said parcel in a southwesterly direction to a point in the line  
18 of parcel number 7562-04-71-6044 (n/f Coyle), thence from said point in a  
19 southeasterly direction to the easternmost corner of said parcel, thence in a northeasterly  
20 direction along the north boundary of parcel number 7562-04-70-8590 (n/f Failey) to  
21 the northeast corner of said parcel, thence in a northeasterly direction along the  
22 boundary of parcel number 7562-04-81-7067 (n/f Joe Mike LLC) to the north corner of  
23 said parcel and the easternmost corner of parcel number 7562-04-81-8324 (n/f Coyle),  
24 thence with the northwest boundary of said parcel to the northwest corner of parcel  
25 number 7562-04-91-0486 (n/f Choate), thence along the north boundary of said parcel  
26 to the northwest corner of parcel number 7562-04-91-3526 (n/f Oberle), thence along  
27 the north boundary of said parcel to the northwest corner of parcel number  
28 7562-04-91-5518 (n/f Valley Helicopters), thence along the north boundary of said  
29 parcel to the northeast corner of said parcel and a point in the line of parcel number  
30 7562-04-91-6756 (n/f Dillard), thence along the southwest boundary of said parcel to its  
31 west corner and the south corner of parcel number 7562-04-92-1260 (n/f Pinchot),  
32 thence in a northwesterly direction along the southwest boundary of said parcel to the  
33 northernmost corner of said parcel, thence in a southeasterly direction along the  
34 boundary of said parcel to the westernmost corner of parcel number 7562-04-92-6224  
35 (n/f Johnson), thence along the northwest boundary of said parcel to the westernmost  
36 corner of parcel number 7562-04-92-3962 (n/f Johnson), thence along the northwest  
37 boundary of said parcel to its north corner, thence in a southeasterly direction to the  
38 southwest corner of parcel number 7562-04-93-4146 (n/f Owen), thence in a northerly  
39 direction to the north corner of said parcel, thence along the northeast boundary of said  
40 parcel to the northwest corner of parcel number 7562-04-93-9030 (n/f McCall), thence  
41 along the north boundary of said parcel to its northernmost corner and the westernmost  
42 corner of parcel number 7572-03-03-2205 (n/f Pressley), thence along the northwest  
43 boundary of the Pressley parcel to the westernmost corner of parcel number  
44 7572-03-03-2521 (n/f McCall), thence along the northwest boundary of said parcel to



1 the westernmost corner of parcel number 7572-03-03-4684 (n/f Moss), thence along the  
2 northwest boundary of said parcel to a point in the line of parcel number  
3 7572-03-04-5028 (n/f Dills), thence with the boundary of the Dills parcel to its  
4 westernmost corner and the southwest corner of parcel number 7572-03-04-1259 (n/f  
5 Brandon), thence with the west boundary of the Brandon parcel to its northwest corner,  
6 thence with the north boundary of said parcel to the northwest corner of parcel number  
7 7572-03-04-3268 (n/f Newberry), thence along the north boundary of said parcel to the  
8 westernmost corner of parcel number 7572-03-04-5324 (n/f Dufilho), thence along the  
9 north boundary of said parcel to the northwest corner of parcel number  
10 7572-03-04-7436 (n/f Logan), thence along the north boundary of said parcel to the  
11 northwest corner of parcel number 7572-03-04-9558 (n/f Logan), thence along the north  
12 boundary of said parcel to the intersection of said boundary and the west boundary of  
13 the right-of-way for NC Hwy 107 North, thence with the west boundary of NC Hwy  
14 107 North to a point due south of the southwest corner of parcel number  
15 7572-03-04-8966 (n/f Rogers), thence crossing the right-of-way for NC Hwy 107 North  
16 in a north direction to said corner, thence leaving Hwy 107 and running in a  
17 northeasterly direction along the boundary of parcel number 7572-01-05-5164 (n/f Jahn)  
18 to the north corner of parcel number 7572-03-14-3969 (n/f Pierce), thence along the  
19 northeast boundary of parcel number 7572-03-14-6907 (n/f Wolf) to the southeast  
20 corner of parcel number 7572-01-15-3647 (n/f Neal), thence along the northeast  
21 boundary of said parcel to the north corner of said parcel, thence with the boundary of  
22 parcel number 7572-01-16-1209 (n/f Kinsey) to the northeast corner of said parcel,  
23 thence continuing with the line of the Kinsey parcel in a westerly direction to the  
24 southwest corner of parcel number 7572-01-17-5082 (n/f Cedar Creek Realty), thence  
25 with the southwest line of said parcel to its westernmost corner and the south corner of  
26 parcel number 7572-01-17-1065 (n/f Webb). Thence with the west boundary of the  
27 Webb parcel to the south corner of parcel number 7572-01-17-3704 (n/f Cedar Creek  
28 Realty), thence with the southwest boundary of said parcel to its northwest corner,  
29 thence along the north boundary of said parcel to the southwest corner of parcel number  
30 7572-01-18-3367 (n/f Toms), thence along the west boundary of said parcel to the  
31 southwest corner of parcel number 7572-01-09-8001 (n/f Bennett), thence along the  
32 west boundary of said parcel to its north corner and the southwest corner of parcel  
33 number 7572-01-09-9267 (n/f Flock), thence along the west boundary of said parcel to  
34 its northwest corner, thence along the boundary of parcel number 7573-03-10-3149 (n/f  
35 Henry) to the northwest corner of parcel number 7573-03-21-5169 (n/f Damico), thence  
36 along the north boundary of said parcel to its northeast corner, thence along the north  
37 boundary of parcel number 7573-03-31-2033 (n/f Bebbington) to the northwest corner  
38 of parcel number 7573-03-40-8454 (n/f Middelthon), thence along the west boundary of  
39 said parcel to the northwest corner of parcel number 7572-02-59-4421 (n/f Big  
40 Sheepcliff Property Owners), thence along the west and south boundaries of said parcel  
41 to the north corner of parcel number 7572-01-48-0166 (n/f Thomas), thence along the  
42 northeast boundary of said parcel and the west boundary of parcel number  
43 7572-02-58-0035 (n/f Foster) to the northeast corner of parcel number 7572-01-47-9109  
44 (n/f Hawkins), thence along the northeast and east boundary of said parcel to its

1 easternmost corner and a corner in the line of parcel number 7572-02-55-4964 (n/f  
2 Hawkins), thence with the north boundary of said parcel to the northwest corner of  
3 parcel number 7572-02-56-6461 (n/f Hawkins), thence with the north boundary of said  
4 parcel to the northeast corner of said parcel and a point in the line of parcel number  
5 7572-02-66-0536 (n/f Mountain View Ventures), thence along the west boundary of  
6 said parcel to its northwest corner, thence along the north boundary of said parcel to the  
7 easternmost corner of said parcel, thence to the south corner of parcel number  
8 7572-02-67-1020 (n/f Mountain View Ventures), thence along the eastern boundary of  
9 an unnamed private road to its intersection with the north boundary of Wandering  
10 Ridge Road, thence along the north boundary of Wandering Ridge Road to the  
11 southwest corner of parcel number 7572-02-76-3414 (n/f Law), thence leaving  
12 Wandering Ridge Road and running in a northerly direction along the west boundary of  
13 said parcel to the northwest corner of said parcel, thence along the north boundary of  
14 said parcel to the northwest boundary of the right-of-way for Upper Ridge Road, being  
15 a point in the south line of parcel number 7572-02-77-2250 (n/f Law), thence with the  
16 northwest boundary of the right-of-way for Upper Ridge Road and the southeast  
17 boundary of said parcel to the southeast corner of parcel number 7572-02-77-8219 (n/f  
18 Dempsey), thence leaving Upper Ridge Road and running along the west boundary of  
19 said parcel to the northernmost corner of said parcel, thence along the south boundary of  
20 parcel number 7572-02-87-2951 (n/f Thomas) to the south corner of said parcel and the  
21 northwest boundary of the right-of-way for Overlook Pass, thence with the southeast  
22 boundary of the Thomas parcel and the northwest boundary of the right-of-way for  
23 Overlook Pass to a point in the line of parcel number 7572-02-97-6861 (n/f Rhane),  
24 thence with the west boundary of said parcel to its southwest corner, thence with the  
25 south boundary of said parcel to the southeast corner of said parcel, being a point in the  
26 boundary of the right-of-way for Cedar Creek Road, SR 1120, thence with the west  
27 boundary of the right-of-way for Cedar Creek Road in a southeasterly direction to the  
28 intersection of the boundary of the right-of-way of said road with the north boundary of  
29 the right-of-way of Wandering Ridge Road, thence crossing Cedar Creek Road in an  
30 easterly direction to the west corner of parcel number 7582-01-16-0612 (n/f Hackney),  
31 thence along the northwest boundary of said parcel to its north corner, thence along the  
32 northeast boundary of said parcel to the northwest corner of parcel number  
33 7582-01-16-1586 (n/f Nantahala Power), thence along the north boundary of said parcel  
34 to the northwest corner of parcel number 7582-01-16-4505 (n/f Nantahala Power),  
35 thence along the north boundary of said parcel to the northwest corner of parcel number  
36 7582-01-16-6527 (n/f Nantahala Power), thence along the north boundary of said parcel  
37 to the northwest corner of parcel number 7582-01-16-8559 (n/f Nantahala Power),  
38 thence along the north boundary of said parcel to the northwest corner of parcel number  
39 7582-01-26-0683 (n/f Nantahala Power), thence along the north boundary of said parcel  
40 to the northeast corner of said parcel and a point in the line of parcel number  
41 7582-01-26-8938 (n/f Valley Corp.), thence along the west boundary of the Valley  
42 Corp. parcel to its northwest corner, thence along the north boundary of said parcel to  
43 its northeast corner, being a point in the line of parcel number 7582-01-46-2769 (n/f

1 Hooper), thence along the west boundary of said parcel to its northwest corner, thence  
2 along the north boundary of said parcel to the point of BEGINNING.

3 "ARTICLE III. GOVERNING BODY.

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

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

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

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

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

34 "ARTICLE IV. ELECTIONS.

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

37 "ARTICLE V. ADMINISTRATION.

38 "Section 5.1. **Village to Operate Under Council-Manager Plan.** The Village shall  
39 operate under the Council-Manager form of government as provided in Part 2 of Article  
40 7 of Chapter 160A of the General Statutes.

41 "Section 5.2. **Village Manager.** The Village Council shall appoint a Village  
42 Manager in accordance with G.S. 160A-147. The Manager shall be the administrative  
43 head of all Village departments and shall have all the powers and duties conferred by  
44 general law, except as expressly limited by the Village Council, so far as authorized by

1 general law, and the provisions of this Charter, and any additional powers conferred by  
2 the Village Council. The Manager shall have the power to appoint, suspend, and remove  
3 all Village officers, department heads, and employees, except the Village attorney and  
4 any other official whose appointment or removal is vested in the Village Council.

5 "ARTICLE VI. TAXES AND BUDGET ORDINANCE.

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

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

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

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

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

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

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

39 "[ ]FOR [ ]AGAINST

40 Incorporation of the Village of Cashiers."

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

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