

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2003**

**HOUSE BILL 790
RATIFIED BILL**

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 Chapter 112 of the 1927 Session Laws is repealed.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 Ridge Builders) to its southeast corner, thence along the east boundary of parcel number 7582-03-34-4732 (n/f Cudahy) to its southeast corner, thence along the east boundary of parcel number 7582-03-34-4541 (n/f Buck) to its southeast corner, thence along the east boundary of parcel number 7582-03-34-4323 (n/f Roberts) to its southeast corner, thence along the east boundary of parcel number 7582-03-34-3127 (n/f Mansfield) to the northeast corner of parcel number 7582-03-33-2996 (n/f Davis), thence along the east boundary of said parcel to the south corner of said parcel, thence along the south boundary of said parcel to its intersection with Parsons View Road, thence crossing said road to the easternmost corner of parcel number 7582-03-23-8948 (n/f Mountain View Ventures, Inc.), thence along the west boundary of parcel number 7582-03-43-7333 (n/f Mountain View Ventures, Inc.) to the southwest corner of said parcel thence along the south boundary of said parcel to the northeast corner of parcel number 7582-03-32-6218 (n/f Mountain View Ventures, Inc.), thence along the southeast boundary of said parcel to the east corner of parcel number 7582-03-31-2811 (n/f Mountain View Ventures, Inc.), thence along the southeast boundary of said parcel to its south corner, thence along the southwest boundary of said parcel to the southeast corner of parcel number 7582-03-21-0825 (n/f Mountain View Ventures, Inc.), thence along the south boundary of said parcel to the southeast corner of parcel number

7582-03-11-4915 (n/f Lewis), thence along the south boundary of said parcel to the southeast corner of parcel number 7582-03-01-9935 (n/f Lewis), thence along the south boundary of said parcel to the southeast corner of parcel number 7582-03-02-4432 (n/f Engelhardt), thence along the south boundary of said parcel to the east corner of parcel number 7582-03-01-2926 (n/f McCarlton Partners Ltd.), thence along the south boundary of said parcel to the southeast corner of parcel number 7572-04-92-2412 (n/f Andrews), thence along the south boundary of said parcel to a point in that south boundary, said point being due north from the northeast corner of parcel number 7572-04-91-5415 (n/f Ledbetter Ltd.), thence to said northeast corner of said parcel, thence along the east boundary of said parcel to a corner in the line of said parcel, thence in a southeasterly direction to the north corner of parcel number 7572-04-91-8321 (n/f Lofton), thence along the northeast boundary of said parcel to the northernmost corner of the right of way for East Halsted Road, thence along the east boundary of said right of way to its intersection of the north boundary of Wake Road, thence along the northeast boundary of said right of way to the westernmost corner of parcel number 7582-03-00-3170 (n/f Yates), thence along the northwest boundary of said parcel to the north corner of said parcel, thence along the northeast boundary of said parcel to the north corner of parcel number 7582-03-00-2470 (n/f Kehoe), thence along the northeast boundary of said parcel to a point in the north boundary of parcel number 7582-03-00-3224 (n/f Cranford), thence along the north boundary of said parcel to its northeast corner, thence along the east boundary of said parcel to the northeast corner of parcel number 7582-03-00-3068 (n/f Davis), thence along the east boundary of said parcel to the north corner of parcel number 7581-01-09-4898 (n/f Riley), thence along the northeast boundary of said parcel to its easternmost corner, thence along the south boundary of said parcel to its southwest corner in the right of way of Wade Road. Thence along the east boundary of the right of way for Wade Road in a southerly direction to the west corner of parcel number 7581-01-09-9220 (n/f Pearce), thence along the northwest boundary of said parcel to its north corner, thence along the northeast boundary of said parcel in a southerly direction to its southeast corner, thence along the south boundary of said parcel to the northeast corner of parcel number 7581-01-08-9975 (n/f Fox), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-01-08-9760 (n/f St. John), thence along the east boundary of said parcel to the southernmost corner of said parcel, thence in a northwesterly direction along the southwest boundary of said parcel to its southwest corner. Thence in a southerly direction along the southeast boundary of parcel number 7581-01-08-5411 (n/f Johnson) to the south corner of said parcel, thence along the southwest boundary of said parcel to the boundary of the right of way for Wade Road; thence along the south boundary of the right of way for Wade Road to the north corner of parcel number 7581-01-07-1941 (n/f Strong), thence along the east boundary of said parcel to the east corner of parcel number 7571-02-97-8784 (n/f Jordan), thence along the southeast boundary of said parcel to the east corner of parcel number 7571-02-97-7588 (n/f Warriner). Thence in a southwesterly direction to the north corner of parcel number 7571-04-94-4469 (n/f Waddell), thence along the east boundary of said parcel to the north corner of parcel number 7571-04-93-7748 (n/f Chattooga Dev. Corp.), thence along the north boundary of said parcel in a southerly direction to a corner and thence continuing with said boundary in a northeast direction to the intersection of said boundary with the west boundary of Chimney Top Trail, thence along the west boundary of Chimney Top Trail to the south corner of parcel number 7581-03-04-1419 (n/f Fazio), thence leaving Chimney Top Trail and along the west boundary of said parcel to the north corner of said parcel, thence along the northeast boundary of said parcel to its intersection with the west boundary of the right of way for Chimney Top Trail; thence along the west boundary of Chimney Top Trail to the southwest corner of parcel number 7581-01-16-3228 (n/f Sims), thence along the northwest boundary of said parcel to the northwest corner of parcel number 7581-01-16-5306 (n/f Coker), thence along the north boundary of said parcel to the

northwest corner of parcel number 7581-01-16-6377 (n/f Collier), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-01-16-8321 (n/f Domescik), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-01-16-9281 (n/f Cay), thence along the northeast boundary of said parcel to the northwest corner of parcel number 7581-01-26-1164 (n/f Ingram) to the north boundary of the right of way for Chimney Top Trail. Thence along the north boundary of Chimney Top Trail to the west corner of parcel number 7581-01-26-7298 (n/f Allen, Inc.), thence leaving Chimney Top Trail and running to the northwest corner of parcel number 7581-01-26-9206 (n/f Moore), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-01-36-0212 (n/f Puckett), thence along the north boundary of said parcel to the north corner of parcel number 7581-01-36-1115 (n/f Watson), thence along the northeast boundary of said parcel to the north corner of parcel number 7581-01-36-1096 (n/f Dalton), thence along the north boundary of said parcel to the north corner of parcel number 7581-03-44-0738 (n/f Wade Hampton POA) thence along the west, southwest and east boundaries of said parcel to the southwest corner of parcel number 7581-04-54-1583 (n/f Dunagon), thence along the west boundary of said parcel to its northwest corner and the southwest corner of parcel number 7581-04-54-1946 (n/f Dehority), thence along the west boundary of said parcel to the southwest corner of parcel number 7581-02-55-1424 (n/f Jones), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-02-55-6467 (n/f Chanin), thence along the north boundary of said parcel to the northeast corner of said parcel, thence along the east boundary of said parcel to the north corner of parcel number 7581-02-55-7122 (n/f Green), thence along the east boundary of said parcel to the north corner of parcel number 7581-04-54-7508 (n/f Keller), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-54-5037 (n/f Gary), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-53-6754 (n/f Livermore), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-53-5473 (n/f Floyd), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-53-5135 (n/f Griffin), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-52-6931 (n/f Davis), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-52-6658 (n/f Tattersall), thence along the east boundary of said parcel to the northwest corner of parcel number 7581-04-52-7288 (n/f Smith), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-04-62-3346 (n/f Green), thence along the north boundary of said parcel to the northwest corner of parcel number 7581-04-72-0320 (n/f Green), thence along the north boundary of said parcel to the northeast corner of said parcel, thence along the east boundary of said parcel to the north corner of parcel number 7581-04-71-1054 (n/f Wade Hampton Co.), thence along the east boundary of said parcel to the north corner of parcel number 7581-04-71-0589 (n/f McKee), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-71-1008 (n/f McKee Development), thence along the east boundary of said parcel to the northeast corner of parcel number 7581-04-60-9645 (n/f Loon Corp.), thence along the southeast boundary of said parcel to the east corner of parcel number 7581-04-60-3281 (n/f Loon Corp.), thence along the south boundary of said parcel to the southwest corner of said parcel and the south boundary of the right of way of Silver Springs Road (formerly known as "Deer Camp Road"), thence along the south boundary of the right of way for said road to the southeast corner of parcel number 7581-04-50-0244 (n/f Glover), thence leaving said road and running in a west direction with the north boundary of 7581-03-40-7042 (n/f Silver Run Inc.) to its westernmost corner and the east boundary of North Carolina Highway 107 South, thence along the east boundary of the right of way for Highway 107 South, and the west boundary of parcel number 7581-03-40-7042 (n/f Silver Run, Inc.) to the southwest corner of said parcel, thence continuing along the east boundary of the right of way for Highway 107

South in a southerly direction to the southwest corner of parcel number 7580-00-49-6555 (n/f Silver Run, Inc.), thence crossing Highway 107 South and running to the southeast corner of parcel number 7581-03-20-0657 (n/f West Hampton Club, LLC), said corner being in the west boundary of the right of way for Highway 107 South, thence leaving Highway 107 South and running along the south boundary of said parcel to the southeast corner of parcel number 7580-00-29-6440 (n/f Bryson), thence along the east boundary of said parcel to the northeast corner of said parcel, thence along the north boundary of said parcel to the northwest corner of said parcel, thence along the west boundary of said parcel to the southwest corner of said parcel, thence along the south boundary of parcel number 7581-03-20-0657 (n/f West Hampton Club, LLC) to the southwest corner of said parcel, thence along the west boundary of said parcel to the southeast corner of parcel number 7580-00-09-7162 (n/f Dillard), thence along the south boundary of said parcel to its southwest corner, thence along the southeast boundary of parcel number 7580-00-09-4833 (n/f Kinnard) to the south corner of said parcel, thence along the southwest boundary of said parcel in a northwesterly direction to a corner with parcel number 7580-00-09-1070 (n/f Golden Rule Properties), thence along the line of said parcel in a westerly direction to parcel number 7580-00-09-2945 (n/f Little Terrapin), thence along the southeast and southwest boundary of said parcel to a corner with parcel number 7580-00-09-1070 (n/f Golden Rule Properties), thence with the line of said parcel to a point in the southwest line of parcel number 7571-04-90-8017 (n/f Coggiola), thence with the southeast line of said parcel to its south corner and the east corner of parcel number 7570-00-99-5900 (n/f Moore), thence with the southeast boundary of said parcel to the southeast corner of parcel number 7570-00-99-3873 (n/f Stewart), thence along the southeast boundary of said parcel to the southeast corner of parcel number 7570-00-99-2777 (n/f Kehm), thence along the southeast boundary of said parcel to the southeast corner of parcel number 7570-00-99-1770 (n/f Kehm), thence along the southeast boundary of said parcel to the southeast corner of parcel number 7570-00-99-0589 (n/f Kehm), thence with the southeast boundary of said parcel to a point in said boundary line and the westernmost point of parcel number 7570-00-99-3500 (n/f Kehm), thence with the southwestern boundary of said parcel to the easternmost corner of parcel number 7570-00-89-9405 (n/f Walburn), thence with the southeast boundary of said parcel to the northeast corner of parcel number 7570-00-89-7172 (n/f Evans), thence with the east boundary of said parcel to the north corner of parcel number 7570-00-99-1164 (n/f Little Terrapin Property Owners), thence with the east boundary of said parcel to the northwest corner of parcel number 7570-00-98-2976 (n/f Langford), thence with the southwest boundary of said parcel to the northwest corner of parcel number 7570-00-98-6709 (n/f Gibbs), thence along the southeast boundary of parcel number 7570-00-98-0840 (n/f Langford) to its south corner, thence along the west boundary of said parcel to its northwest corner, thence along the south boundary of parcel number 7570-00-88-7936 (n/f Langford) to its southwest corner, being a point in the east boundary of parcel number 7570-00-79-6188 (n/f USA), thence along the northeast boundary of the USA parcel to its north corner, being a point in the line of parcel number 7571-04-61-2284 (n/f River), running thence in a southwesterly direction along the boundary of the River parcel to the southernmost corner of said parcel, thence in a northerly direction to the southwest corner of parcel number 7571-04-51-7634 (n/f Berglund), thence along the southwest boundary of said parcel to the westernmost corner of said parcel, thence along the north boundary of said parcel to the northeast corner of said parcel, thence along the north boundary of parcel number 7571-04-61-2284 (n/f River) to the southwest corner of parcel number 7571-04-62-7189 (n/f Ingram), thence along the west boundary of said parcel to the southwest corner of parcel number 7571-04-62-8620 (n/f Ingram), thence along the west and northwest boundaries of said property to the westernmost corner of parcel number 7571-04-72-1729 (n/f Terry), thence along the west boundary of said property to the northwest most corner of said parcel, thence crossing Whiteside Cove Road in a

northwesterly direction to the southwest corner of parcel number 7571-04-73-2459 (n/f Parsons), thence along the southwest boundary of said parcel to the southeast corner of parcel number 7571-04-63-0643 (n/f First National Bank of Palm Beach), thence along the south boundary of said parcel to the southwest corner of said parcel, thence along the north boundary of parcel 7571-03-21-3762 (n/f Warren) to the southwest corner of parcel number 7571-03-13-1347 (n/f Crawford), thence along the southwest boundary of said parcel to the southwest corner of parcel number 7571-03-03-8596 (n/f Powell), thence along the west and northwest boundaries of said parcel to the westernmost corner of Timber Ridge Drive (parcel number 7571-03-14-5568) (n/f Timber Ridge), thence along the end of Timber Ridge Drive to a point, thence along the northern boundary of the right-of-way for Timber Ridge Drive in an easterly direction to a corner near the northeast corner of parcel number 7571-03-13-4366 (n/f Cameron), thence with the west boundary of the right-of-way of Timber Ridge Drive to Devil's Courthouse View Road, thence along the western and southwestern boundary of the right-of-way for said road to a point due south of the southwest corner of parcel number 7571-01-15-4360 (n/f Swanson), thence crossing said road to the southwest corner of the Swanson parcel, thence along the west boundary of said parcel to the northwest corner of said parcel, thence along the north boundary of said parcel to the southwest corner of parcel number 7571-01-15-9621 (n/f Slaughter), thence along the west boundary of said parcel to the southwest corner of parcel number 7571-01-25-0815 (n/f Tidwell), thence along the west boundary of said parcel to the southwest corner of parcel number 7571-01-26-0094 (n/f Baumgarner), thence along the west boundary of said parcel to its northwest corner, thence along the north boundary of said parcel to its northeast corner, thence with the west boundary of the right-of-way for Mitten Lane, SR 1110, to its intersection with the boundary of 7571-01-26-5723 (n/f Education Tomorrow), thence along the southwest boundary of said parcel to its westernmost corner, thence along the west boundary of said parcel to the south corner of parcel number 7571-01-27-0141 (n/f Davis), thence along the west boundary of said parcel to the south corner of parcel number 7571-01-27-0376 (n/f Young), thence along the western boundary of said parcel to the south corner of parcel number 7571-01-27-1502 (n/f Madden), thence along the southwest boundary of said parcel to the southernmost corner of parcel number 7571-01-27-9527 (n/f Madden), thence along the southwest boundary of said parcel to the southwestern corner of the right-of-way for Zeb Alley Road SR 1111 and the westernmost corner of parcel number 7571-01-17-9527 (n/f Madden), thence to the southeast corner of parcel number 7571-01-17-8774 (n/f Pell) near the north boundary of the right-of-way of Zeb Alley Rd, thence along the southwest boundary of said parcel to the westernmost corner of said parcel, thence along the south and west boundaries of parcel number 7571-01-18-5076 (n/f Wakulla Motel) to the southwest corner of said parcel, thence in a northerly direction along the boundary of parcel number 7571-01-08-5333 (n/f Silver Slip Lodge) to the east corner of parcel number 7561-00-96-0982 (n/f Spraggins), thence along the southeast boundary of said parcel to its south corner, thence along the west boundary of said parcel to the south corner of parcel number 7561-00-97-0291 (n/f Walden), thence with the west boundary of said parcel to the southeast corner of parcel number 7561-00-97-0571 (n/f Woock), thence along the south boundary of said parcel to the southeast corner of parcel number 7561-00-87-5533 (n/f Woocks at Millstone Inn, Inc.), thence along the southwest boundary of said parcel to the southeast corner of parcel number 7561-00-87-4659 (n/f Woock), thence along the south boundary of said parcel to its southwest corner, thence with the north boundary of parcel number 7561-01-77-5244 (n/f Black) in a westerly direction to the northwest corner of said parcel, thence along the south boundary of parcel number 7561-00-68-1485 (n/f Stewart) to its southwest corner and the southeast corner of parcel number 7561-00-58-6320 (n/f Kapers), thence along the southeast boundary of said parcel to its southernmost corner, thence along the southwest boundary of said parcel to the southwest corner of parcel number 7561-00-69-0110 (n/f Palmetto Investors Group, Inc.), thence along the west boundary of said parcel to the southwest

corner of parcel number 7561-00-59-4079 (n/f Kapers), thence along the west boundary of said parcel to its northwest corner, said corner being in the south boundary of the right-of-way for US Hwy 64, thence crossing US Hwy 64 in a northwesterly direction to the easternmost corner of parcel number 7561-00-59-3533 (n/f Atkinson Properties), thence with the northern boundary of the right-of-way for US Hwy 64 in a northwesterly direction to the westernmost corner of parcel number 7562-03-01-8754 (n/f Wildcat Mountains Development Co, Inc.), thence along the west boundary of said parcel to the southwest corner of parcel number 7562-03-02-9707 (n/f MMB Development), thence along the southwest boundary of said parcel to its westernmost corner, thence along the northwest boundary of said parcel to the west corner of parcel number 7562-03-12-1965 (n/f MMB Development), thence along the northwest boundary of said parcel to its north corner, thence along the northeast boundary of said parcel to the north corner of parcel number 7562-03-12-4893 (n/f Walker), thence along the northwest boundary of said parcel to the northwest corner of parcel number 7562-03-12-8653 (n/f Hubbard), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-03-22-3353 (n/f Highlands Land Trust), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-03-32-0554 (n/f Senterfit Trust), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-03-32-4479 (n/f Smith), thence along the north boundary of said parcel to the northeast corner of said parcel, thence along the east boundary of said parcel to the north corner of 7562-03-32-6275 (n/f Smith), thence along the east boundary of said parcel to the northeast corner of parcel number 7562-03-32-6173 (n/f Worley), thence along the east boundary of said parcel to the northwest corner of parcel number 7562-03-31-8648 (n/f Douglass), thence along the north boundary of said parcel to the north corner of parcel number 7562-03-31-9494 (n/f Collins), thence to the northwest corner of parcel number 7562-03-41-3458 (n/f Bryan), thence along the north boundary of said parcel to the north corner of parcel number 7562-03-41-5294 (n/f Bryan), thence to the northwest corner of parcel number 7562-03-41-7387 (n/f Watts), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-04-51-1436 (n/f Hilliard), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-04-51-4504 (n/f Meek), thence along the north boundary of said parcel to the westernmost corner of parcel number 7562-04-61-0810 (n/f Wallace), thence along the northwest boundary of said parcel to its north corner, thence along the east boundary of said parcel to the north corner of parcel number 7562-04-61-1584 (n/f Wallace), thence along the east and northeast boundary of said parcel to the westernmost corner of parcel number 7562-04-61-8590 (n/f Drake), thence along the northwest boundary of said parcel to the westernmost corner of parcel number 7562-04-71-0705 (n/f Drake), thence along the northwest boundary of said parcel to its northernmost corner, thence along the northeast boundary of said parcel to its easternmost corner, thence along the southeast boundary of said parcel to its southernmost corner, thence along the northeast boundary of parcel number 7562-04-61-8590 (n/f Drake) to the easternmost corner of said parcel, thence with the boundary of said parcel in a southwesterly direction to a point in the line of parcel number 7562-04-71-6044 (n/f Coyle), thence from said point in a southeasterly direction to the easternmost corner of said parcel, thence in a northeasterly direction along the north boundary of parcel number 7562-04-70-8590 (n/f Failey) to the northeast corner of said parcel, thence in a northeasterly direction along the boundary of parcel number 7562-04-81-7067 (n/f Joe Mike LLC) to the north corner of said parcel and the easternmost corner of parcel number 7562-04-81-8324 (n/f Coyle), thence with the northwest boundary of said parcel to the northwest corner of parcel number 7562-04-91-0486 (n/f Choate), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-04-91-3526 (n/f Oberle), thence along the north boundary of said parcel to the northwest corner of parcel number 7562-04-91-5518 (n/f Valley Helicopters), thence along the north boundary of said parcel to the northeast corner of said parcel and a point in the line of parcel number

7562-04-91-6756 (n/f Dillard), thence along the southwest boundary of said parcel to its west corner and the south corner of parcel number 7562-04-92-1260 (n/f Pinchot), thence in a northwesterly direction along the southwest boundary of said parcel to the northernmost corner of said parcel, thence in a southeasterly direction along the boundary of said parcel to the westernmost corner of parcel number 7562-04-92-6224 (n/f Johnson), thence along the northwest boundary of said parcel to the westernmost corner of parcel number 7562-04-92-3962 (n/f Johnson), thence along the northwest boundary of said parcel to its north corner, thence in a southeasterly direction to the southwest corner of parcel number 7562-04-93-4146 (n/f Owen), thence in a northerly direction to the north corner of said parcel, thence along the northeast boundary of said parcel to the northwest corner of parcel number 7562-04-93-9030 (n/f McCall), thence along the north boundary of said parcel to its northernmost corner and the westernmost corner of parcel number 7572-03-03-2205 (n/f Pressley), thence along the northwest boundary of the Pressley parcel to the westernmost corner of parcel number 7572-03-03-2521 (n/f McCall), thence along the northwest boundary of said parcel to the westernmost corner of parcel number 7572-03-03-4684 (n/f Moss), thence along the northwest boundary of said parcel to a point in the line of parcel number 7572-03-04-5028 (n/f Dills), thence with the boundary of the Dills parcel to its westernmost corner and the southwest corner of parcel number 7572-03-04-1259 (n/f Brandon), thence with the west boundary of the Brandon parcel to its northwest corner, thence with the north boundary of said parcel to the northwest corner of parcel number 7572-03-04-3268 (n/f Newberry), thence along the north boundary of said parcel to the westernmost corner of parcel number 7572-03-04-5324 (n/f Dufilho), thence along the north boundary of said parcel to the northwest corner of parcel number 7572-03-04-7436 (n/f Logan), thence along the north boundary of said parcel to the northwest corner of parcel number 7572-03-04-9558 (n/f Logan), thence along the north boundary of said parcel to the intersection of said boundary and the west boundary of the right-of-way for NC Hwy 107 North, thence with the west boundary of NC Hwy 107 North to a point due south of the southwest corner of parcel number 7572-03-04-8966 (n/f Rogers), thence crossing the right-of-way for NC Hwy 107 North in a north direction to said corner, thence leaving Hwy 107 and running in a northeasterly direction along the boundary of parcel number 7572-01-05-5164 (n/f Jahn) to the north corner of parcel number 7572-03-14-3969 (n/f Pierce), thence along the northeast boundary of parcel number 7572-03-14-6907 (n/f Wolf) to the southeast corner of parcel number 7572-01-15-3647 (n/f Neal), thence along the northeast boundary of said parcel to the north corner of said parcel, thence with the boundary of parcel number 7572-01-16-1209 (n/f Kinsey) to the northeast corner of said parcel, thence continuing with the line of the Kinsey parcel in a westerly direction to the southwest corner of parcel number 7572-01-17-5082 (n/f Cedar Creek Realty), thence with the southwest line of said parcel to its westernmost corner and the south corner of parcel number 7572-01-17-1065 (n/f Webb). Thence with the west boundary of the Webb parcel to the south corner of parcel number 7572-01-17-3704 (n/f Cedar Creek Realty), thence with the southwest boundary of said parcel to its northwest corner, thence along the north boundary of said parcel to the southwest corner of parcel number 7572-01-18-3367 (n/f Toms), thence along the west boundary of said parcel to the southwest corner of parcel number 7572-01-09-8001 (n/f Bennett), thence along the west boundary of said parcel to its north corner and the southwest corner of parcel number 7572-01-09-9267 (n/f Flock), thence along the west boundary of said parcel to its northwest corner, thence along the boundary of parcel number 7573-03-10-3149 (n/f Henry) to the northwest corner of parcel number 7573-03-21-5169 (n/f Damico), thence along the north boundary of said parcel to its northeast corner, thence along the north boundary of parcel number 7573-03-31-2033 (n/f Bebbington) to the northwest corner of parcel number 7573-03-40-8454 (n/f Middelthon), thence along the west boundary of said parcel to the northwest corner of parcel number 7572-02-59-4421 (n/f Big Sheepcliff Property Owners), thence along the west and south boundaries of said parcel

to the north corner of parcel number 7572-01-48-0166 (n/f Thomas), thence along the northeast boundary of said parcel and the west boundary of parcel number 7572-02-58-0035 (n/f Foster) to the northeast corner of parcel number 7572-01-47-9109 (n/f Hawkins), thence along the northeast and east boundary of said parcel to its easternmost corner and a corner in the line of parcel number 7572-02-55-4964 (n/f Hawkins), thence with the north boundary of said parcel to the northwest corner of parcel number 7572-02-56-6461 (n/f Hawkins), thence with the north boundary of said parcel to the northeast corner of said parcel and a point in the line of parcel number 7572-02-66-0536 (n/f Mountain View Ventures), thence along the west boundary of said parcel to its northwest corner, thence along the north boundary of said parcel to the easternmost corner of said parcel, thence to the south corner of parcel number 7572-02-67-1020 (n/f Mountain View Ventures), thence along the eastern boundary of an unnamed private road to its intersection with the north boundary of Wandering Ridge Road, thence along the north boundary of Wandering Ridge Road to the southwest corner of parcel number 7572-02-76-3414 (n/f Law), thence leaving Wandering Ridge Road and running in a northerly direction along the west boundary of said parcel to the northwest corner of said parcel, thence along the north boundary of said parcel to the northwest boundary of the right-of-way for Upper Ridge Road, being a point in the south line of parcel number 7572-02-77-2250 (n/f Law), thence with the northwest boundary of the right-of-way for Upper Ridge Road and the southeast boundary of said parcel to the southeast corner of parcel number 7572-02-77-8219 (n/f Dempsey), thence leaving Upper Ridge Road and running along the west boundary of said parcel to the northernmost corner of said parcel, thence along the south boundary of parcel number 7572-02-87-2951 (n/f Thomas) to the south corner of said parcel and the northwest boundary of the right-of-way for Overlook Pass, thence with the southeast boundary of the Thomas parcel and the northwest boundary of the right-of-way for Overlook Pass to a point in the line of parcel number 7572-02-97-6861 (n/f Rhane), thence with the west boundary of said parcel to its southwest corner, thence with the south boundary of said parcel to the southeast corner of said parcel, being a point in the boundary of the right-of-way for Cedar Creek Road, SR 1120, thence with the west boundary of the right-of-way for Cedar Creek Road in a southeasterly direction to the intersection of the boundary of the right-of-way of said road with the north boundary of the right-of-way of Wandering Ridge Road, thence crossing Cedar Creek Road in an easterly direction to the west corner of parcel number 7582-01-16-0612 (n/f Hackney), thence along the northwest boundary of said parcel to its north corner, thence along the northeast boundary of said parcel to the northwest corner of parcel number 7582-01-16-1586 (n/f Nantahala Power), thence along the north boundary of said parcel to the northwest corner of parcel number 7582-01-16-4505 (n/f Nantahala Power), thence along the north boundary of said parcel to the northwest corner of parcel number 7582-01-16-6527 (n/f Nantahala Power), thence along the north boundary of said parcel to the northwest corner of parcel number 7582-01-16-8559 (n/f Nantahala Power), thence along the north boundary of said parcel to the northwest corner of parcel number 7582-01-26-0683 (n/f Nantahala Power), thence along the north boundary of said parcel to the northeast corner of said parcel and a point in the line of parcel number 7582-01-26-8938 (n/f Valley Corp.), thence along the west boundary of the Valley Corp. parcel to its northwest corner, thence along the north boundary of said parcel to its northeast corner, being a point in the line of parcel number 7582-01-46-2769 (n/f Hooper), thence along the west boundary of said parcel to its northwest corner, thence along the north boundary of said parcel to the point of BEGINNING.

"ARTICLE III. GOVERNING BODY.

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

"Section 3.2. Temporary Officers. Until the organizational meeting after the initial election in 2003 provided for by Section 4.1 of this Charter, Marcia Moore, Mark

Zachary, Frank Doherty, Hamilton Arnall, and Colleen McCall are appointed members of the Village Council of the Village of Cashiers, and they shall possess and exercise the powers granted to the governing body until their successors are elected or appointed and qualified pursuant to this Charter. If any person named in this section is unable to serve, the remaining temporary officers shall, by majority vote, appoint a person to serve until the initial municipal election is held in 2003.

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

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

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

"ARTICLE IV. ELECTIONS.

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

"ARTICLE V. ADMINISTRATION.

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

"Section 5.2. **Village Manager.** The Village Council shall appoint a Village Manager in accordance with G.S. 160A-147. The Manager shall be the administrative head of all Village departments and shall have all the powers and duties conferred by general law, except as expressly limited by the Village Council, so far as authorized by general law, and the provisions of this Charter, and any additional powers conferred by the Village Council. The Manager shall have the power to appoint, suspend, and remove all Village officers, department heads, and employees, except the Village attorney and any other official whose appointment or removal is vested in the Village Council.

"ARTICLE VI. TAXES AND BUDGET ORDINANCE.

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

"Section 6.2. **Budget.** The Village may adopt a budget ordinance for fiscal year 2003-2004 without following the timetable in the Local Government Budget and Fiscal Control Act but shall follow the sequence of actions in the spirit of the act insofar as is practical. For fiscal year 2003-2004, ad valorem taxes may be paid at par or face amount within 90 days of adoption of the budget ordinance and thereafter in accordance with the schedule in G.S. 105-360. If the effective date of the incorporation is prior to July 1, 2003, the Village may adopt a budget ordinance for fiscal year 2002-2003 without following the timetable in the Local Government Budget and Fiscal Control Act

but shall follow the sequence of actions in the spirit of the act insofar as practical. No ad valorem taxes may be levied for the 2002-2003 fiscal year."

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

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

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

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

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

"[]FOR []AGAINST
Incorporation of the Village of Cashiers."

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

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

In the General Assembly read three times and ratified this the 21st day of May, 2003.

Beverly E. Perdue
President of the Senate

Richard T. Morgan
Speaker of the House of Representatives