

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2007

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HOUSE DRH80331-LL-66 (2/9)

Short Title: Independent Operation of Strike at the Wind. (Public)

Sponsors: Representatives Sutton, Yongue, and Pierce (Primary Sponsors).

Referred to:

A BILL TO BE ENTITLED

AN ACT TO PROVIDE FOR THE INDEPENDENT OPERATION OF THE
OUTDOOR DRAMA "STRIKE AT THE WIND."

The General Assembly of North Carolina enacts:

SECTION 1. The State of North Carolina shall enter into a lease agreement with Carolina Arts Network, Inc., for the operation of the Adolph L. Dial Amphitheater and the continuous performance of the outdoor drama "Strike at the Wind" at that venue in Robeson County. The actual boundaries of the real property subject to the lease shall be agreed upon by the leasing parties but shall not include the property on which the Henry Berry Lowry House is currently situated.

SECTION 2. The purpose of the lease mandated by this act is to allow the Carolina Arts Network, Inc., and "Strike at the Wind" to operate independently of the North Carolina Indian Cultural Center, Inc., which currently leases property that includes the Adolph L. Dial Amphitheater, and to require Carolina Arts Network to be responsible for all maintenance, repair, utilities, and other expenses associated with the operation of the amphitheater and the presentation of "Strike at the Wind."

SECTION 3. The lease mandated by this act shall require Carolina Arts Network, Inc., to continue sharing entrances, access roads, parking lots, and all other facilities providing access to the properties in Robeson County that include the Adolph L. Dial Amphitheater, the North Carolina Indian Cultural Center, and the Riverside Golf Course. The lease shall also allow for the use of the amphitheater by other organizations at times and under circumstances that do not interfere with rehearsals or presentations of "Strike at the Wind." The lease shall require Carolina Arts Network, Inc., to provide for the continuous performance of "Strike at the Wind," and should Carolina Arts Network, Inc., fail to substantially perform in providing the drama for two consecutive seasons, the lease shall be terminated and property again made subject to a lease between the State of North Carolina and the North Carolina Indian Cultural Center, Inc.

1 **SECTION 4.** The Commission of Indian Affairs shall monitor the use of the
2 properties in Robeson County that include the Adolph L. Dial Amphitheater, the North
3 Carolina Indian Cultural Center, and the Riverside Golf Course to encourage those
4 organizations to comply with State and local laws with respect to the use, operation, and
5 maintenance of the facilities. The Commission shall also monitor the lease agreement to
6 encourage those entities to comply with the intent of the State of North Carolina as
7 expressed in the lease agreement and acts of the General Assembly. The Commission's
8 monitoring responsibilities do not provide it with authority to become involved in the
9 daily operations of the North Carolina Indian Cultural Center, the Adolph L. Dial
10 Amphitheater, or the Riverside Golf Course, except as provided in this act.

11 **SECTION 5.** This act is effective when it becomes law.