

covered by this lease, and drill at least one well thereon within twelve months from the date of the approval of this lease by the Secretary of the Interior, and on failure so to do this lease becomes null and void. Provided, however, there is reserved and granted to the lessee the right and privilege of delaying the drilling of said well for not exceeding five years from the date of the approval of the lease by the Secretary of the Interior by paying — to the United States Indian Agent Union Agency Mustogoe Okla for the use and benefit of the lessor (subject to the limitations and conditions herein after contained, in addition to said advance royalty the sum of one dollar per acre per annum for each year the completion of such well is delayed payable on or before the end of each year; but lessee may be required to drill and operate wells to offset paying wells on adjoining tracts, and within three hundred feet of the dividing line.

If the lessee shall carry on development and operations in a workmanlike manner, commit no waste on the said land and suffer same to be committed upon the portion in his occupancy or use, take good care of the same and promptly surrender and return the premises upon the termination of this lease to lessor or its successors shall be lawfully entitled thereto unavoidable casualties excepted, shall not remove therefrom any buildings or permanent improvements created thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, excepting the tools, derricks, boilers, boiler houses, pipe lines, pump- ing and drilling outfits, tanks, engines and machinery and the casing of all dry or exhausted wells which shall remain the property of the lessee and may be removed at any time prior to sixty days after the termination of the lease by forfeiture or otherwise; shall not permit any nuisance