

ASSIGNMENT OF GROUND LEASES

THIS ASSIGNMENT OF GROUND LEASES ("Assignment") is made and entered into effective as of _____, 1998, by and between Nextel Communications, Inc., a Delaware corporation (also sometimes identified as Nextel Communications) ("Parent"), and Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications ("Subsidiary").

WITNESSETH:

WHEREAS, Parent is the named lessee, licensee, tenant, or grantee of an easement and right-of-way or successor in interest to any of the foregoing in various ground leases, licenses and deeds of conveyance/easements of real property located in the State of California ("Ground Leases"), which list of Ground Leases is attached hereto as Exhibit A, and Subsidiary is a wholly-owned subsidiary of Parent;

WHEREAS, due to errors in drafting, Parent was mistakenly identified in such Ground Leases as the entity operating and licensed in the State of California to provide telecommunications services when, in fact, Subsidiary, or its predecessor in interest, is the entity operating in the State of California and holding the appropriate Federal Communications Commission licenses to provide telecommunications services in such state; and

WHEREAS, to correct these drafting errors, Parent desires to assign to Subsidiary and Subsidiary desires to assume from Parent all of Parent's rights to and interest in such Ground Leases, consistent with Subsidiary's current operations under the Ground Leases.

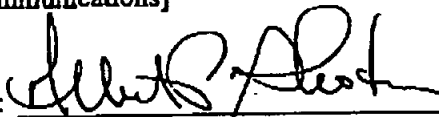
NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Assignment and Assumption. Parent does hereby assign, transfer, set over, and deliver to Subsidiary, and Subsidiary does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of Parent under each Ground Lease.
3. Indemnification. By acceptance of this Assignment, Subsidiary agrees to indemnify, save, and hold Parent harmless from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by any party arising out of or relating to any Ground Lease assigned by this Assignment.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to consummate the terms of this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

NEXTEL COMMUNICATIONS, INC., a Delaware corporation [also known as Nextel Communications]

By:  [SEAL]
Its: VICE PRESIDENT

NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications

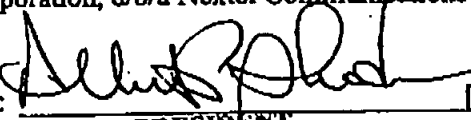
By:  [SEAL]
Its: VICE PRESIDENT

EXHIBIT A

GROUND LEASES ASSIGNED

<u>Site Identification Number</u>	<u>Lessor</u>	<u>Lease Date</u>
CA-5110	Roy J. Shlemon	April 24, 1994
CA-5111	Valley Center Municipal Water District	September 6, 1994
CA-5124	Albert E. Trepte and Celeste A. Trepte, Co-trustees of the Albert E. Trepte Family Trust, dated December 22, 1975	July 8, 1994
CA-5125	SFPP, L.P.	September 1, 1994
CA-5129	San Ysidro Elementary School District of San Diego County, California	October 28, 1994
CA-5141	Aro Partners	May 18, 1994
CA-5278	United States Department of the Interior, Bureau of Land Management	August 2, 1995

EXHIBIT "B"

User's Ground Space and Tower Space

(User to Provide the Satisfactory Tower Drawing)

PROPOSED
AT&T COMPOUND

APPROVED	
<i>Andy White</i>	<i>7/23/99</i>
Name	Date
Name	Date



16'

20'

NEXTEL
WAVEGUIDE
BRIDGE

NEXTEL
SHELTER

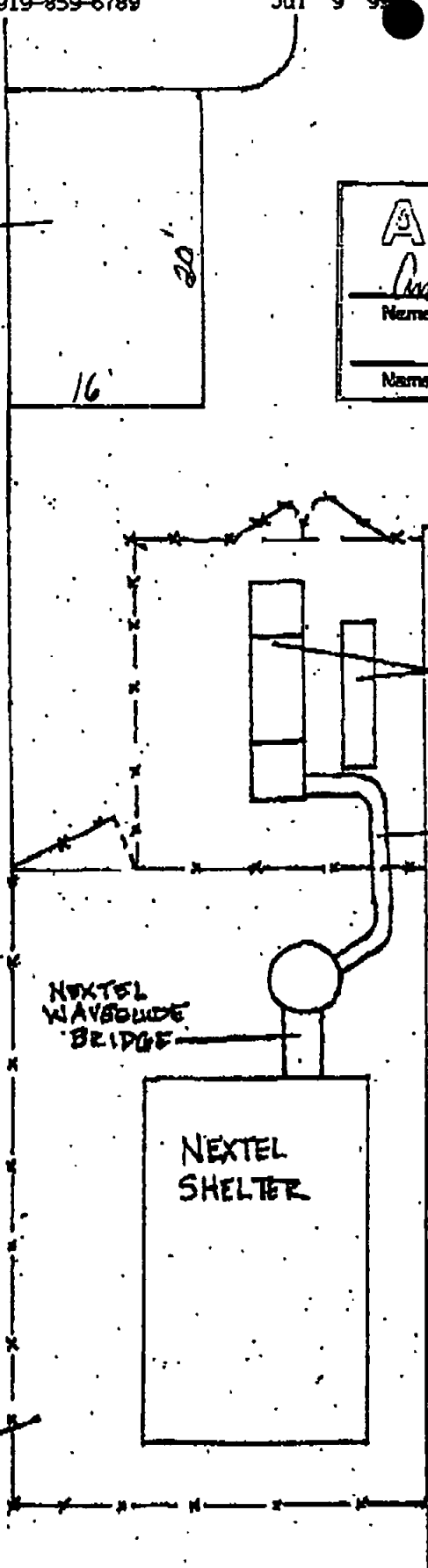
SPRINT
EQUIPMENT

SPRINT
CABLE TRAY

EXISTING
BLDG

NEXTEL
COMPOUND

1"=8'



CALVADA

MEASURING & ENGINEERING

N. Kraemer Place • Anaheim, CA 92806-1922

NEXTTEL COMMUNICATIONS

Title SITE: QD-124 H

"MURPHY CANYON"

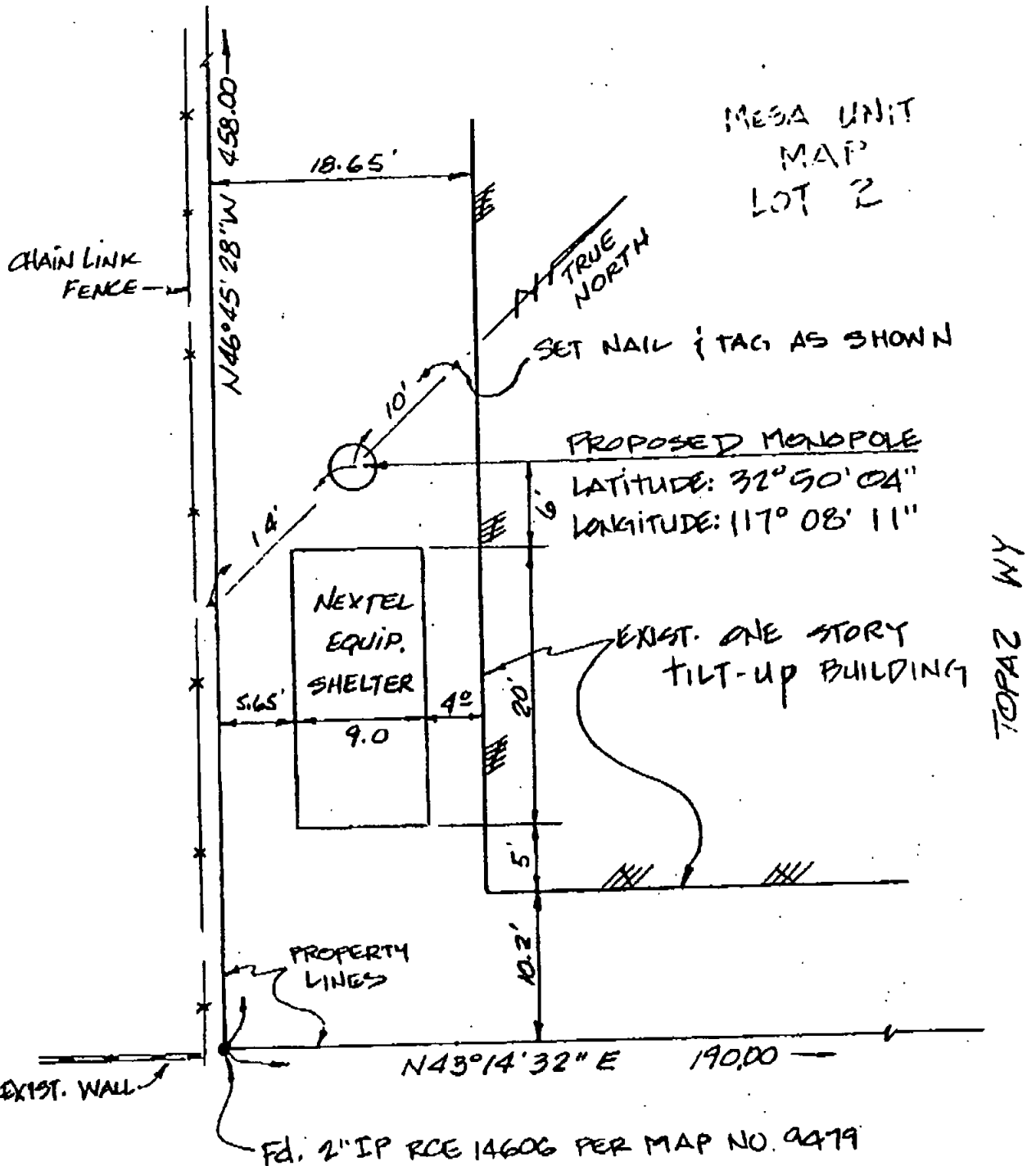
Prepared by: ARMANDO

Date: 7-31-95 J.N. 95100

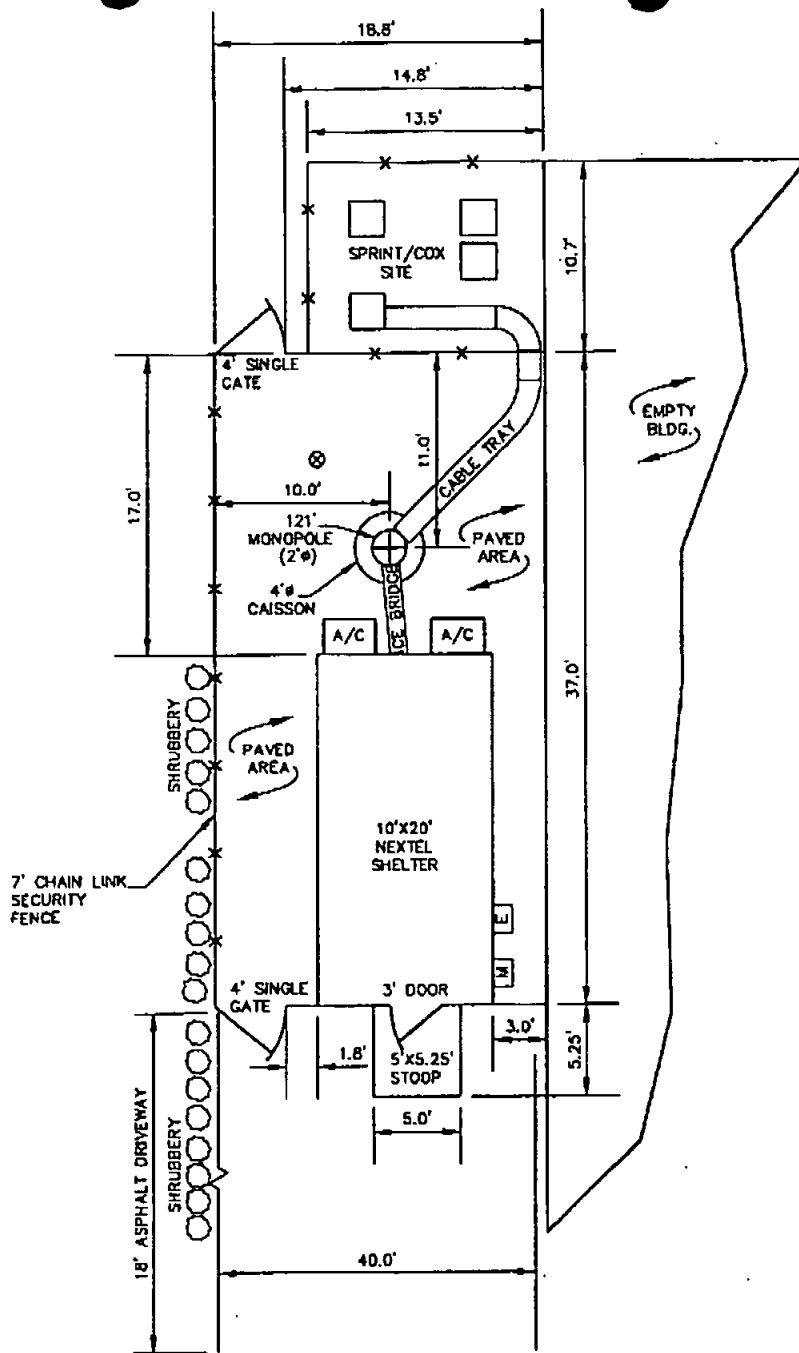
KEARNY VIIA RD

SCALE: 1"=10'

MEGA UNIT
MAP
LOT 2



EXIST. PARKING AREA



PLAN VIEW

SPECTRASITE No. CA-5124
 TOWER HEIGHT 121'
 LATITUDE 32-50-04.00
 LONGITUDE 117-08-09.00
 FCC REGISTRATION NO. 1060740

LEGEND:

- ⊗ GROUNDING TEST WELLS
- E ELECTRICAL SERVICE DISCONNECT
- M METER

GRAPHIC SCALE



(IN FEET)
 1 Inch = 10

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without written authorization and completion by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc.

JOB No.	011813.00
DATE:	7 / 5/98
REV.	0
DRAWN	DA/DC
RTG	SRC

Kimley-Horn
 and Associates, Inc.
 401 S. 3300th - RALEIGH, NORTH CAROLINA 27604-3000
 Phone: (919) 877-3800 Fax: (919) 877-3800
 Copyright Kimley-Horn and Associates, Inc., 1998

SPECTRASITE COMMUNICATIONS
 8000 REGENCY PARKWAY, SUITE 670
 CARY, NC 27511

MURPHY CANYON
CA-5124

SITE LAYOUT PLAN
SHEET 1 OF 2



Exhibit "C"

SpectraSite Collocation Application

RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)

SpectraSite Communications, Inc.
8000 Regency Parkway, Suite 570
Cary, NC 27511
Attn: Collocation Management

e-mail: Collocation@SpectraSite.com
office: (888)Spectra (773-2872)
fax: (919) 859-6789

APPLICANT INFORMATION

Tower Owner : SpectraSite Communications	Tenant Applicant : AT & T Wireless Services, Inc.
Site Name : Murphy Canyon	Site Name: Topaz Way & 163
Site Number : CA-5124	Site Number : SD050BT
Date (to be filled in by SpectraSite): 5/12/99	Contact Name: Lani Phillips
	Contact Number: (619) 450-7377
	Contact Address: 9805 Scranton Rd Ste 245 San Diego CA 92121
	Contact e-mail: Lani.phillips@wfinet.com

SPECTRASITE TOWER INFORMATION

Latitude:	32	50	04		Existing Structure Type:	Monopole
Longitude:	117	08	09		Existing Structure Height:	120'
Site Address:	Topaz Way & Kearney Villa Road					
ANTENNAS						
	V 1		V 2		V 3	
Desired Rad Center (Feet AGL)	100 ft		100 ft		100 ft	
Antenna Quantity	4		4		4	
Antenna Manufacturer	Allgon		Allgon		Allgon	
Antenna Model (Attach Spec Sheet)	7200		7200		7200	
Weight (per antenna)	13.2 lbs		13.2 lbs		13.2 lbs	
Antenna Dimensions	74.8" x 5.5" x 2"		74.8" x 5.5" x 2"		74.8" x 5.5" x 2"	
ERP (watts)	120 W		120W		120 W	
Antenna Gain	16 dBd		16 dBd		16 dBd	
Orientation/Azimuth	0		120		240	
Mechanical Tilt	3 deg		3 deg		3 deg	
Channels	12 radios		12 radios		12 radios	
Tower Mount Dimensions	L 13' H 33" B 38"		L 13' H 33" B 38"		L 13' H 33" B 38"	
Tower Mount Weight	565 lbs		565 lbs		565 lbs	
Tower Mount Mounting Height	100' AGL		100' AGL		100' AGL	
Transmit Frequency	1945 - 1950 MHz		1945 - 1950 MHz		1945 - 1950 MHz	
Receive Frequency	1865 - 1870 MHz		1865 - 1870 MHz		1865 - 1870 MHz	
Number of Coax Cables (PER ANTENNA)	1		1		1	
Diameter of Coax Cables	1-5/8"		1-5/8"		1-5/8"	
RF Contact Name/Number						
Harshan Jayaraman, (619) 921-5501						
Type of Service (i.e. CELLULAR, CDMA, GSM, TDMA, PAGING):					IS-136 D-Band PCS	
GROUND SPACE REQUIREMENTS						
Cabinet Manufacturer/Model	Lucent		Shelter Manufacturer		N/A	
Lucent TDMA Minicell						
Equipment Pad Dimensions	16 x 20		Shelter Dimensions			
POWER REQUIREMENTS						
AC Power	Single Phase		Required Voltage and Total Amperage		208/200	
Construction Contact Name/Number: Jeff Altenburg (619)450-7303						

EXHIBIT "D"

Notice of Installation of User's Equipment

[Date]

SpectraSite Communications, Inc.
8000 Regency Parkway, Suite 570
Cary, NC 27511

Attn: Collocation Management

RE: Site Agreement from SpectraSite to AT&T WIRELESS SERVICES, INC., D/B/A AT&T
WIRELESS SERVICES, a _____ corporation at

[SpectraSite's Tower #]
[SpectraSite's Tower Name]
[SpectraSite's Tower Address]

Dear Collocation Management:

Pursuant to Section 6 (b) of the above-referenced Master Site Agreement, this letter serves to advise you that AT&T WIRELESS SERVICES, INC., d/b/a AT&T Wireless Services, commenced the installation of its Equipment on the Site on the above-referenced property on _____, 19____, which date shall be the Site Commencement Date, as defined in the above referenced Site Agreement.

Sincerely,

AT&T WIRELESS SERVICES, INC., a Delaware corporation, D/B/A
AT&T WIRELESS SERVICES, a Delaware corporation

By: _____
Printed Name: _____
Title: _____
Signature Date: _____

EXHIBIT E

CURRENT COMMUNICATION USERS OF THE SITE
(including frequencies or frequency band)

[to be provided and attached by User]

RALLIB01:507886.05