

James Maples, Assessor-Recorder
Kern County Official Records

JASON

Pages: 6

1/05/2001

14:00:00

DOCUMENT #:0201002242



0201002242

CLERK: Please return this document to:
NEXTEL OF CALIFORNIA, INC.
1255 Treat Blvd., Suite 800
Walnut Creek, CA 94596
Attn: Property Manager

Fees....	22.00
Taxes...	
Other...	3.00
TOTAL	
PAID..	25.00

ORIGINAL

MEMORANDUM OF AGREEMENT
CA-1892D / Cal State Bakersfield
APN: 389-010-20

Stat. Types:1

This Memorandum of Agreement is entered into on this 28th day of November, 2000, by and between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, (Lessee) and MICHAEL JAMES PORTER, an unmarried man ("Lessor").

1. Lessor and Lessee entered into a Communications Site Lease Agreement on the 31st day of March, 1999, as amended on February 19, 2000, ("Agreement") for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on September 16, 1999, ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto, and, in addition, shall include all necessary access and utility easements whether or not indicated therein.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

MICHAEL JAMES PORTER,
an unmarried man

By: Michael J. Porter

Michael James Porter

Title: Michael J. PorterDate: 11-28-00**LESSEE:**

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

By: Colin E. Holland

Colin E. Holland

Title: Area Vice-President, Engineering / OperationsArea Vice-President, Engineering /
OperationsDate: 11-3-00

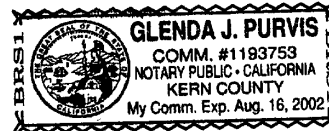
ORIGINAL

STATE OF CaliforniaCOUNTY OF Kern

On 11/28/00, before me, Glenda J. Purvis, Notary Public, personally appeared Michael J. Porter, () personally known to me () or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he / ~~she~~ executed the same in his / ~~her~~ authorized capacity, and that by his / ~~her~~ signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Glenda J. Purvis (SEAL)
Notary Public

My commission expires: 08/16/02STATE OF CaliforniaCOUNTY OF Contra Costa

On 11.3.00, before me, Angela Denise Pierce, Notary Public, personally appeared Colin E. Holland, () personally known to me () or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he / she executed the same in his / her authorized capacity, and that by his / her signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Angela Denise Pierce (SEAL)
Notary Public

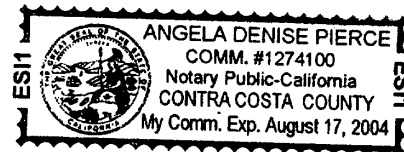
My commission expires: 8/17/04

EXHIBIT A

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 11.28.00, 2000, by and between
MICHAEL JAMES PORTER, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware
corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 389-010-20

That portion of Section 5, Township 30 South, Range 27 East, M.D.M., in the City of Bakersfield, County of Kern, State of California, according to the Official Plat thereof, lying Easterly of the Arvin Edison Intake Canal as described in that certain First Amended Final Order of Condemnation, recorded December 1, 1966 in Book 4000, Page 17 of Official Records, and bounded on the North by the Southerly line of Parcel 2 of Parcel Map 6721, filed December 6, 1982 in Book 28, Page 195 of Parcel Maps, and by the South and Southwesterly line of Kroll Way, as said Street is shown on said Parcel Map 6721, bounded on the East by the Westerly lines of Tract No. 4568, Units 1, 2, and 4 filed June 30, 1982, December 29, 1983 and June 11, 1987 in Book 32, Pages 110 to 112 and 195 to 196, and in Book 36, Pages 47 to 48, of Maps respectively and bounded on the South by the North line of that certain strip of land lying contiguously to the North right of way line of Camino Media, as conveyed to the City of Bakersfield by Deed recorded May 15, 1986 in Book 5873, Page 1003, of Official Records.

EXCEPT therefrom that portion lying adjacent to Kroll Way, being more particularly described in Parcel 3 of the Deed to the City of Bakersfield, recorded July 3, 1984 in Book 5673, Page 389 of Official Records.

ALSO EXCEPT that portion conveyed to the City of Bakersfield, by Deed recorded February 7, 1985 in Book 5732, Page 671 of Official Records, described as follows:

Commencing at the Southwest corner of Lot 62 as shown on Tract Map No. 4568, Unit 1, filed in Book 32, Page 112 of Maps, in the Office of the County Recorder of said County, said point also being the true point of beginning; thence South 00°44'11" West, 73.812 feet; thence North 89°15'49" West, 181.00 feet; thence North 00°44'11" East, 312.00 feet; thence South 89°15'49" East, 181.00 feet, to a point on the West line of Tract No. 4568, Unit 1, thence South 00°44'11" West on and along said West line, a distance of 238.19 feet to the true point of beginning.

INITIALS
CEH
MP

EXHIBIT B

DESCRIPTION OF PREMISES

(Page 1 of 3)

to the Memorandum of Agreement dated 11.28., 2000, by and between MICHAEL JAMES PORTER, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

APN: 389-010-20 THAT PORTION OF THAT CERTAIN PARCEL OF LAND LYING IN SECTION 5, T30S, R.27E., M.D.B& M., KERN COUNTY CALIFORNIA. DESCRIBED IN GRANT DEED RECORDED SEPTEMBER 20, 1994, AS DOCUMENT NO. 13795, KERN COUNTY OFFICAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN LAST DEED; THENCE S2° 743'33"W, ALONG THE EAST LINE OF PARCEL DESCRIBED IN LAST SAID DEED, 53.30 FEET; THENCE AT RIGHT ANGLES, N87°716'27"W, 143.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE N87°21'45"W, 27.01 FEET; THENCE AT RIGHT ANGLES S2°38'15"W, 27.01 FEET; THENCE AT RIGHT ANGLES S87°21'45"E, 27.01 FEET; THENCE AT RIGHT ANGLES N2°38'15"E, 27.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 730 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AN EASEMENT 15.00 FEET IN WIDTH, FOR INGRESS, EGRESS, ELECTRICAL POWER AND TELEPHONE LINES, LYING ADJACENT TO AND SURROUNDING, COMPLETELY, THE PROJECT AREA DESRIBED ABOVE.

TOGETHER WITH AN EASEMENT, 15.00 FEET IN WIDTH, FOR INGRESS, EGRESS, AND TELEPHONE LINES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE INGRESS, EGRESS, ELECTRICAL POWER AND TELEPHONE LINE EASEMENT DESCRIBED ABOVE. DISTANT THEREON, S87°43'33"W, 7.50 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE S87°21'45"E, 25.11 FEET; THENCE N78°36'09"E, 56.62 FEET; THENCE N59°18'07"E, 31.89 FEET; THENCE N22°38'01"E, 16.29 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL DESCRIBED IN LAST SAID DEED, SAID POINT BEING ALSO A POINT ON THE SOUTH LINE OF KROLL AVENUE AND THE POINT OF ENDING OF THIS EASEMENT; SAID POINT OF ENDING BEING WESTERLY, ALONG THE NORTH LINE OF PARCEL DESCRIBED IN LAST SAID DEED AND ALONG THE SOUTH LINE OF SAID KROLL AVENUE. ALONG A CURVE, CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S5°39'18"W, FROM SAID POINT OF ENDING, WITH RADIUS OF 969.00 FEET, THROUGH A CENTRAL ANGLE OF 0°57'17", AN ARC LENGTH OF 16.15 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN LAST SAID DEED. THE SIDELINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE NORTH LINE OF THE PARCEL DESCRIBED IN LAST SAID DEED AND ON THE SOUTH LINE OF SAID KROLL AVENUE.

TOGETHER WITH AN EASEMENT, 10.00 FEET IN WIDTH, FOR TELEPHONE LINES DESCRIBED AS FOLLOWS:

THE NORTH 10.00 FEET OF THE PARCEL DESCRIBED IN LAST SAID DEED LYING BETWEEN THE EASTLINE OF SAID PARCEL DESCRIBED IN LAST SAID DEED AND THE EAST LINE OF THE

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

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INITIALS

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EXHIBIT B

DESCRIPTION OF PREMISES

(Page 2 of 3)

to the Memorandum of Agreement dated 11.28, 2000, by and between MICHAEL JAMES PORTER, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

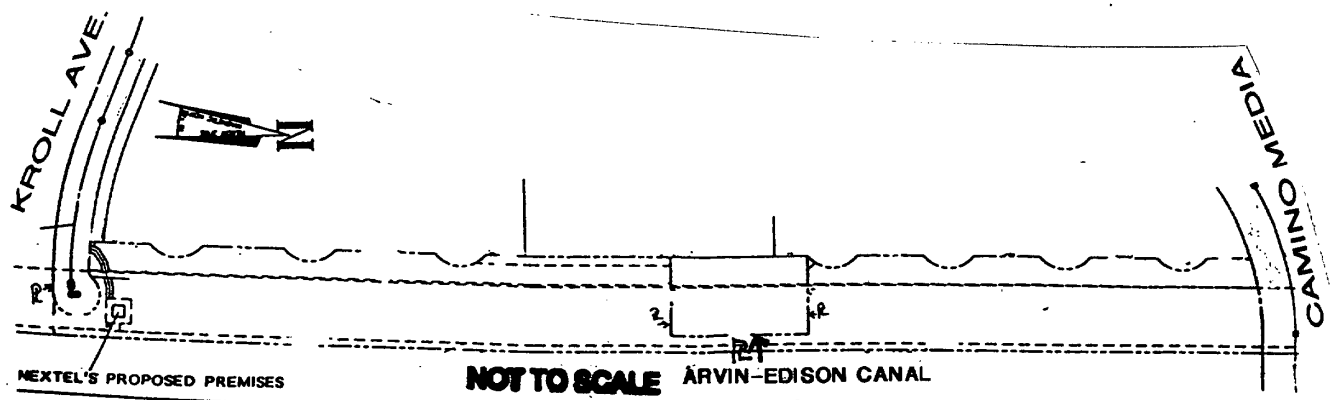
The Premises are described and/or depicted as follows:

APN: 389-010-20

EASEMENT, 15.00 FEET IN WIDTH, FOR INGRESS, EGRESS, AND TELEPHONE LINES, DESCRIBED IMMEDIATELY ABOVE.

TOGETHER WITH AN EASEMENT, 10.00 FEET IN WIDTH, FOR ELECTRICAL POWER LINES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EASEMENT, 15.00 FEET IN WIDTH, FOR INGRESS, EGRESS, ELECTRICAL POWER AND TELEPHONE LINES, LYING ADJACENT TO AND SURROUNDING, COMPLETELY, THE PROJECT AREA DESCRIBED ABOVE. DISTANT THEREON N2°38'15"E, 20.18 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE N86°40'31"W, 13.06 FEET; THENCE S2°48'50"W, 152.11 FEET; THENCE N87°11'10"W, 19.53 FEET TO THE POINT OF TERMINATION OF THIS EASEMENT. THE SIDELINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE WEST LINE OF THE EASEMENT, 15.00 FEET IN WIDTH, FOR INGRESS, EGRESS, ELECTRICAL POWER AND TELEPHONE LINES, LYING ADJACENT TO SURROUNDING, COMPLETELY, THE PROJECT AREA DESCRIBED ABOVE.



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
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5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

INITIALS

CEJ
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EXHIBIT B

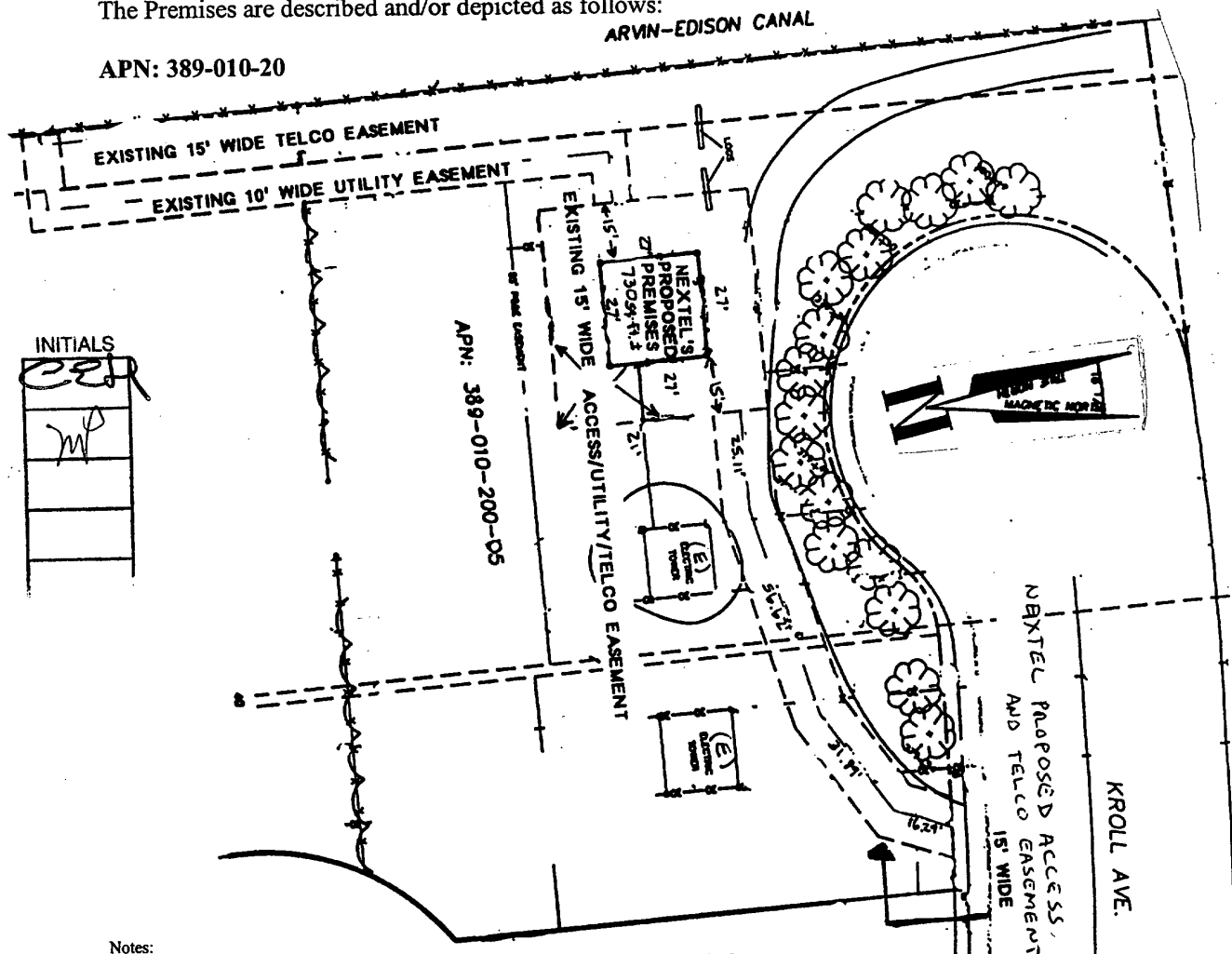
DESCRIPTION OF PREMISES

(Page 3 of 3)

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