

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 19)*

Nextel Communications, Inc.

(Name of Issuer)

Class A Common Stock

(Title of Class of Securities)

65332V 10 3

(CUSIP Number)

Stanley S. Wang, Esq.
Senior Vice President and General Counsel
Comcast Corporation
1500 Market Street, Philadelphia, PA 19102
Tel. No. (215) 665-1700

(Name, address and telephone number of person authorized
to receive notices and communications)

March 20, 1997

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box: ☐

Check the following box if a fee is being paid with this statement: ☐ (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of less than five percent of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

(Continued on following pages)

* The remainder of this cover page should be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 65332V 10 3

(1) Names of Reporting Persons S.S. or I.R.S. Identification Nos.
of Above Persons

COMCAST CORPORATION
23 - 1709202

(2) Check the Appropriate Box if a Member of a Group
(a) []
(b) []

(3) SEC Use Only

(4) Source of Funds[]

(5) Check if Disclosure of Legal Proceedings is Required Pursuant
to Items 2(d) or 2(e)
[]

(6) Citizenship or Place of Organization
Pennsylvania

Number of (7) Sole Voting Power Shares
Shares3,278,469
Beneficially (8) Shared Voting Power
Owned by-0-
Each Reporting (9) Sole Dispositive Power
Person3,278,469
With (10) Shared Dispositive Power
-0-

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
3,278,469

(12) Check if the Aggregate Amount in Row (11) Excludes Certain
Shares []

(13) Percent of Class Represented by Amount in Row (11)
1.47%

(14) Type of Reporting Person (See Instructions)
CO

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 19)

Statement Of

COMCAST CORPORATION

Pursuant to Section 13(d) of the
Securities Exchange Act of 1934

in respect of

Nextel Communications, Inc.

Reference is made to the Schedule 13D previously filed on August 31, 1992 (the "Original 13D") by Comcast Corporation ("Comcast") relating to Nextel Communications, Inc. (formerly Fleet Call, Inc.) (the "Company"), as amended by Amendment No. 1 thereto filed on September 23, 1992, Amendment No. 2 thereto filed on February 24, 1993, Amendment No. 3 thereto filed on July 28, 1993, Amendment No. 4 thereto filed on March 1, 1994, Amendment No. 5 thereto filed on March 3, 1994, Amendment No. 6 thereto filed on July 18, 1994, Amendment No. 7 thereto filed on August 9, 1994, Amendment No. 8 thereto filed on August 30, 1994, Amendment No. 9 thereto filed on February 3, 1995, Amendment No. 10 thereto filed on April 7, 1995, Amendment No. 11 thereto filed on May 2, 1995, Amendment No. 12 thereto filed on May 19, 1995, Amendment No. 13 thereto filed on July 5, 1995, Amendment No. 14 thereto filed on July 14, 1995, Amendment No. 15 thereto filed on September 13, 1995,

Amendment No. 16 thereto filed on February 12, 1996, Amendment No. 17 thereto filed on June 3, 1996 and Amendment No. 18 thereto filed on September 26, 1996 (such Schedule 13D, as so amended, is hereinafter referred to as the "Schedule 13D"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Schedule 13D.

Item 4. Purpose of the Transaction.

Item 4 of the Schedule 13D is hereby supplemented and amended to include the following information:

On March 18, 1997, Comcast and the Company reached agreement regarding the principal terms on which Unrestricted Subsidiary Funding Company, a Delaware corporation and a wholly-owned subsidiary of the Company ("USFC"), would purchase from Comcast FCI, Inc., a wholly-owned subsidiary of Comcast ("CFCI"), CFCI's rights pursuant to the Amended and Restated Option Agreement dated as of September 11, 1995 between the Company and CFCI (the "Restated Option") for an aggregate purchase price of \$25,000,000 in cash pursuant to the Option Purchase and Sale Agreement among Comcast, CFCI, the Company and USFC dated as of March 20, 1997 (the "Option Purchase Agreement") referred to in Item 6 below.

Attached hereto as Exhibit 99 is a copy of the Option Purchase Agreement.

Except as set forth in the Schedule 13D and herein, Comcast has no specific plans or proposals that relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and supplemented as follows:

On March 20, 1997, CFCI sold and transferred to USFC the Restated Option, which is exercisable for up to 25,000,000 shares of Common Stock (12,000,000 shares of which are subject to the reporting requirements of the Schedule 13D) at a per share exercise price of \$16 on or prior to September 15, 1997, for an aggregate purchase price of \$25,000,000 in cash pursuant to the Option Purchase Agreement referred to in Item 6 below. Following this transaction, Comcast beneficially holds (and has sole power to vote and to dispose of) 3,278,46 shares of Common Stock, representing less than 5% of the outstanding Common Stock (based upon the 222,779,000 shares of Common Stock the Company reported to Comcast as the weighted average number of shares of Common Stock outstanding during the 12 month period ending December 31, 1996 (excluding shares held in treasury)). Accordingly, this statement on Schedule 13D is hereby terminated.

Other than as described herein and in the Schedule 13D, Comcast has not effected any transactions in the securities of the Company during the past sixty days, and Comcast is not aware of any other transactions in such securities by any of its executive officers or directors within the past sixty days.

Except as amended and supplemented hereby, the information under Item 5 of the Schedule 13D remains as previously reported.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby supplemented and amended to include the following information:

The information contained in Item 4 is hereby incorporated by reference herein.

In connection with the sale of the Restated Option (described in Item 4 above), Comcast, CFCI, the Company, and USFC entered into the Option Purchase Agreement. The foregoing reference to the Option Purchase and Sale Agreement is qualified in its entirety by the terms of such agreement, a copy of which is filed as Exhibit 99 to this Schedule 13D.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Statement is hereby amended by adding the following exhibit:

Exhibit 99	Option Purchase and Sale Agreement entered into on March 20, 1997 by and among NEXTEL Communications, Inc., Unrestricted Subsidiary Funding Company, Comcast
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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 24, 1997

COMCAST CORPORATION

By: /s/ Arthur R. Block

Name: Arthur R. Block

Title: Deputy General Counsel

EXHIBIT INDEX

Exhibit Reference	Title	Page Number in Sequentially Numbered Report
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99	Option Purchase and Sale Agreement entered into on March 20, 1997 by and among NEXTEL Communications, Inc., Unrestricted Subsidiary Funding Company, Comcast Corporation and Comcast FCI, Inc.	90

OPTION PURCHASE AND SALE AGREEMENT

THIS OPTION PURCHASE AND SALE AGREEMENT ("Agreement") is entered into on March 20, 1997 by and among Nextel Communications, Inc., a Delaware corporation ("NCI"), Unrestricted Subsidiary Funding Company, a Delaware corporation and a wholly-owned subsidiary of NCI ("USFC"; and USFC, together with NCI, collectively referred to as "Nextel"), Comcast Corporation, a Pennsylvania corporation ("CC") and Comcast FCI, Inc., a Delaware corporation and a wholly-owned subsidiary of CC ("CFCI"; and CFCI, together with CC, collectively referred to as "Comcast").

RECITALS

Nextel and Comcast have entered into a Memorandum of Agreement to which a form of this Agreement is attached on March 18, 1997 providing for, among other things, the purchase by USFC and the sale by CFCI of a certain Option Agreement by and between Fleet Call, Inc., predecessor by merger to NCI, and CFCI, originally entered into on September 14, 1992 and amended and restated as September 11, 1995, and as otherwise amended and supplemented to the Closing Date (as defined herein) (such Option Agreement, as so amended, restated and supplemented, the "Option").

Subject to the terms and conditions set forth herein, USFC desires to purchase, and CFCI desires to sell, the Option, and Nextel and Comcast desire to set forth herein their agreements with respect to certain related matters.

NOW, THEREFORE, the parties agree as follows:

1. Purchase and Sale of Option. Subject to the terms and conditions set forth herein, USFC shall purchase from CFCI, and CFCI shall sell and transfer to USFC, the Option, free and clear of all Liens, for an aggregate purchase price of Twenty Five Million Dollars (\$25,000,000.00). Such purchase price shall be paid by wire transfer to an account previously designated by CFCI to USFC in writing, against delivery of USFC of the Option in form appropriately endorsed by CFCI for transfer in blank. Such payment and delivery shall occur simultaneously with the execution and delivery of this Agreement by the parties.

2. Representations, Warranties and Covenants of Comcast. Comcast hereby represents and warrants to Nextel as follows:

(a) CFCI is a corporation duly organized, validly existing and in good standing under the laws of Delaware;

(b) each of CC and CFCI have the requisite power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and have taken all requisite corporate and shareholder action in connection therewith. This Agreement has been duly executed and delivered by each of CC and CFCI, and constitutes a legal, valid and binding obligation of each of them enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) Neither the execution, delivery or performance of this Agreement, or the consummation of the transactions contemplated herein, will violate or conflict with the articles or by-laws (or similar constitutive documents) of either of CC or CFCI, or any Requirements of Law applicable to either of them, or any material contract to which either of them is a party or by which either of them or their respective properties is bound, or requires that any consent, approval, waiver or report be obtained, made or filed with any third party (including, without limitation, any Governmental Authority) by or on behalf of CC, CFCI or any of their controlling Persons; and

(d) CFCI is a wholly-owned subsidiary of Comcast, and is the sole record owner and holder of the Option and all rights and interests therein, and the Option is not subject to any Lien, nor has any third party been promised any interest therein or rights with respect thereto (unless such promised interests or rights have been terminated with the agreement of any such third party prior to the date hereof).

3. Representations, Warranties and Covenants of Nextel. Nextel hereby represents and warrants to Comcast as follows:

(a) USFC is a corporation duly organized, validly existing and in good standing under the laws of Delaware;

(b) each of NCI and USFC have the requisite power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and have taken all requisite corporate and shareholder action in connection therewith. This Agreement has been duly executed and delivered by each of NCI and USFC, and constitutes a legal, valid and binding obligation of each of them enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) Neither the execution, delivery or performance of this Agreement, or the consummation of the transactions contemplated herein, will violate or conflict with the articles or by-laws (or similar constitutive documents) of either of NCI or USFC, or any Requirements of Law applicable to either of them, or any material contract to which either of them is a party or by which either of them or their respective properties is bound, or requires that any consent, approval, waiver or report be obtained, made or filed with any third party (including, without limitation, any Governmental Authority) by or on behalf of NCI, USFC or any of their controlling Persons;

(d) USFC is a wholly-owned subsidiary of NCI and has liquid assets having a value in excess of the amount of the purchase price that are not subject to any material restrictions on usage that do or reasonably would be expected to make such liquid assets unavailable as a source of funds for payment of the purchase price for the Option as contemplated herein, and will not be rendered insolvent as a result of the consummation of the transactions contemplated herein; and

(e) As of the date hereof, there are no material agreements between Nextel and any third party relating to the business, prospects, financial condition or results of operations of Nextel and its subsidiaries, taken as a whole, that have not been disclosed in the reports and other information filed by NCI with the Securities and Exchange Commission pursuant to the Exchange Act or otherwise publicly disclosed, and Nextel acknowledges that Section 10(b) of the Exchange Act is applicable to the purchase and sale of the Option hereunder.

4. Other Matters to, at and after the Closing, Nextel and Comcast agree as follows:

(a) Registration Statement. There is currently effective a "shelf" Registration Statement on Form S-3 (Registration No. 333-1486) filed by NCI to register the resale of certain shares of NCI common stock owned by Comcast (the "Registration Statement"). Nothing in this Agreement is intended to terminate or suspend the effectiveness of such Registration Statement, or to make such Registration Statement unavailable to Comcast for resales of any remaining shares of NCI common stock covered thereby. Notwithstanding any prior agreement among Nextel and Comcast, NCI shall bear all of the costs associated with the preparation and filing, and of maintaining the effectiveness, of such Registration Statement, other than costs arising by reason of sales of shares of NCI common stock thereunder, including underwriting discounts and fees, if any, which shall continue to be borne by Comcast;

(b) Certain Closing Matters. On the date hereof, automatically and without the need for any further action on the part of Comcast or Nextel, the following rights arising under the SPA or the appropriate identified other documents shall be deemed to have been permanently and irrevocably waived and/or terminated by Comcast: (i) the anti-dilutive rights provided pursuant to Section 1.10 of the SPA; (ii) the right to request compliance or to enforce any of the covenants set forth in Sections 4.1(d), 4.1(e), 4.1(f), 4.1(g) and 4.1(h) of the SPA, (iii) the rights relating to the appointment of NCI Directors pursuant to Article V of the SPA, (iv) the registration rights (except those relating to the Registration Statement, as provided in Section 4(a) above) contained in Article VII of the SPA; and (v) the entirety of the rights provided pursuant to the Stockholders' Voting Agreement referred to in the SPA; and

(c) Certain Other Matters. Upon the earliest to occur of (i) the date on which all remaining shares of NCI common stock covered by the Registration Statement have been sold thereunder or (ii) the second anniversary of the declaration of effectiveness of such Registration Statement (or such earlier date as CC and NCI may agree is the date on which such Registration Statement may be terminated), automatically and without the need for any further action on the part of Comcast or Nextel, the SPA, and each of the other agreements, instruments or documents relating thereto, including without limitation the Transaction Agreements (but excluding the Option and this Agreement), shall be deemed conclusively and permanently terminated and of no further force or effect, except that the indemnification and contribution provisions and the confidentiality provisions (including the

Confidentiality Agreements referred to in the SPA) contained or referred to in any such agreement, instrument or document shall remain in force and shall survive such termination unaffected, together with such procedural or general provisions as are contemplated or required to enforce such provisions or otherwise to give such provisions their intended effect.

5. General Provisions. (a) Headings. The headings and captions in this Agreement are for reference only and shall not be considered in construing this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall constitute an original and all together shall constitute one and the same Agreement.

(c) Communications. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service or by other messenger, or by telecopy with confirmed answerback received and a copy mailed as indicated below) against receipt or on the third Business Day after the proven date of dispatch of such item by registered or certified mail, return receipt requested, addressed as provided below:

- (1) If to NCI or USFC: c/o Nextel Communications, Inc.
1505 Farm Credit Drive, Suite 100
McLean, Virginia 22102

Attention: Chief Financial Officer

Telecopier Number: (703) 394-3001

with a copy to the General Counsel at the same address

- (2) If to CC or CFCI: c/o Comcast Corporation
1500 Market Street
Philadelphia, Pennsylvania 19102

Attention: General Counsel

Telecopier Number: (215) 981-7794

(d) Non-Waiver; Further Assurances. No failure or delay by Comcast or Nextel to exercise its rights or enforce any remedies hereunder shall be deemed to constitute or to operate as a waiver by such party of such rights or remedies, or of any other provisions of this Agreement. Each of Comcast and Nextel agrees that, should any party hereto request the taking of any action or the execution and delivery of any document reasonably required to evidence or implement all or any part of the transactions or actions contemplated hereby, such action shall be taken, and such document shall be executed and delivered, promptly by (and without the need of any payment to) the party or parties receiving such a request.

(e) Definitions. All capitalized terms that are used but are not expressly defined herein shall have the meanings assigned to such terms in the SPA.

(f) Successors and Assigns. This Agreement shall bind and inure to the benefit of NCI's, USFC's, CC's and CFCI's respective successors and permitted assigns, provided that no party shall assign any of its rights or delegate any of its obligations herein or hereunder without obtaining the prior written consent of the others thereto, and any such purported assignment or delegation made without obtaining such written consent shall be null and void.

(g) Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs and expenses. Nextel and Comcast each represent and warrant to the other that they have not retained any broker or finder or any other person entitled to claim a commission or other similar compensation in connection with the consummation of any of the matters contemplated herein.

(h) Arbitration; Injunctive Relief. Each of Nextel and Comcast agrees that violation of the terms of this Agreement may result in irreparable injury to the non-violating party, and therefore mutually acknowledge that in the event of any violation hereof, the non-violating party shall be entitled to seek preliminary and permanent equitable relief (including, without limitation, the remedy of specific performance and the entry of injunctions) without being required to allege or prove the inadequacy of monetary damages as a remedy or the fact of irreparable injury, and that such equitable rights and remedies shall be cumulative and in addition to any

other rights or remedies to which the non-violating party may be entitled. Unless a party is seeking equitable relief (for which an appropriate action may be commenced in any state or federal court having jurisdiction over the relevant parties), any controversy or claims arising out of or relating to this agreement or the transactions contemplated hereby shall be settled by binding arbitration to be held and conducted as provided in Section 9.16 of the SPA.

(i) Savings Clause; Entire Agreement. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Agreement or the application thereof to other Persons or circumstances shall not be invalidated or rendered unenforceable thereby, and each term and provision hereof shall be construed with each other remaining term and provision hereof to effect the intent of the parties to the fullest extent permitted by law. This Agreement and the other writings delivered in connection herewith contain the entire understanding of the parties hereto with respect to the subject matter hereof, and supersede all other prior or contemporaneous agreements and understandings, inducements or conditions concerning such subject matter, whether express or implied, oral or written, including, without limitation, the Memorandum of Agreement (and the related Term Sheet attached thereto) among Nextel and Comcast entered into on March 18, 1997.

(j) Disclosure. This Agreement, and the transactions and actions contemplated herein, may be disclosed by the parties only to the extent the disclosing party determines in good faith that such party may be legally obligated to do so. The parties will coordinate in good faith to apprise each other of the timing and content of any proposed disclosure containing previously non-public information concerning this Agreement, or any of the transactions or actions contemplated herein.

(k) Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania applicable to contracts executed by residents of, and fully to be performed in, that state.

(l) Termination. This Agreement may be terminated by any party by written notice to that effect given to the others if the closing of the purchase and sale of the Option has not occurred by March 21, 1997; provided, that such date shall be extended as reasonably requested by any non-violating party, and no termination hereof may be effected, if such closing has not occurred due to failure to obtain any necessary governmental or regulatory approval; and further provided that no such notice of termination may be given by a party whose breach, violation or non-compliance with the applicable provisions of this Agreement is preventing such closing from occurring. No termination of this Agreement, however effected, shall release or relieve any party hereto from the consequences of any violation, breach or non-compliance by such party with the terms hereof to the extent occurring arising or accruing prior to the time of such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

NEXTEL COMMUNICATIONS, INC.

COMCAST CORPORATION

/s/ Thomas J. Sidman

/s/ Arthur R. Block

UNRESTRICTED SUBSIDIARY
FUNDING COMPANY

COMCAST FCI, INC.

/s/ Thomas J. Sidman

/s/ Arthur R. Block
