

Exhibit E

Form of Release Deed for Outfall Easement

RELEASE DEED OF EASEMENT

[Draw 7 Park 60' Drainage Easement]

The COMMONWEALTH OF MASSACHUSETTS, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAM), on behalf of and in consultation with its Department of Conservation and Recreation (DCR), collectively the "Grantor," with a mailing address of One Ashburton Place, Boston, Massachusetts 02108, acting under the authority granted by Chapter 267 of the Acts of 2008 (the "Act"), for consideration valued at \$10,409.00 Dollars ("Purchase Price") in cash and in kind, receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants contained herein, does hereby release, WITHOUT COVENANTS, to the CITY OF SOMERVILLE, Massachusetts ("Grantee"), and its successors and assigns, a permanent non-exclusive easement in common with others entitled thereto (the "Easement") within the Easement Area defined herein for the purposes of laying, constructing, maintaining, accessing, operating, replacing, repairing, abandoning and removing a subsurface stormwater discharge pipe and outfall and appurtenant facilities subject to the terms of this Deed.

1. Easement Area. The Easement Area (the "Easement Area"), which is within a parcel which was acquired and held by the Grantor for Article 97 purposes, is shown as "Proposed Drainage Easement, 24,206 Sq. Ft., 0.56 ACRES" on a plan entitled "Drainage Easement Plan of Land Owned by the Commonwealth of Massachusetts in Somerville, Massachusetts, Middlesex County" prepared for the Division of Capital Asset Management & Maintenance on Behalf of the Department of Conservation and Recreation by Vanasse Hangen Brustlin, Inc., dated September 24, 2010 and revised through March 16, 2011, and recorded with the Middlesex South Registry of Deeds as Plan No. 823 of 2011 (the "Plan"). The Easement Area is the "Draw 7 Park 60' Drainage Area Easement and new Outfall" referenced in Section 1 of the Act, the boundaries of which have been modified as permitted therein. The Plan has been accepted by DCAM and DCR in consultation with the Grantee as required by Section 1 of the Act as the final survey required therein.

2. Reservation by Grantor and Use Restrictions. Grantor reserves from the grant of the Easement the right to use and to grant others the right to use the Easement Area for any uses not inconsistent with the Easement provided that no building shall be constructed on the Easement Area. Without limitation, Grantor reserves the right to use the surface of the Easement Area as a public park or as recreational facilities including the right of Grantor to improve the surface of the Easement Area with artificial turf and other recreational facilities including but not limited to soccer and baseball fields, paving and other surfaces. Grantor also reserves the right to construct, maintain and replace a fishing or other platform for public use at the point of the drainage outfall using the drainage facilities as a foundation for the construction and maintenance of such platform.

3. Permit Required for Work. No work may be performed by Grantee within the Easement Area except pursuant to a permit executed by the DCR, which shall not unreasonably be withheld or delayed.

4. Duty to Maintain. By its acceptance of this Easement, the Grantee agrees that Grantee's use of the Easement Area shall at all times comply with all applicable Federal, State and local laws, statutes, ordinances and regulations, that the drainage facilities constructed within the Easement Area shall not interfere with the Grantor's uses reserved herein except to the extent necessary to permit necessary repairs, that Grantee shall restore the surface of the Easement Area to the extent it is damaged in the course of work performed by Grantee within the Easement Area, and that Grantee shall bear all costs of maintaining its facilities within the Easement Area. Grantee may not abandon this Easement unless Grantee complies with the legal requirements applicable to the abandonment of its facilities, including removal of its facilities to the extent required by law and any provision of any necessary support and repair to the surface of Grantee's land affected by any such removal.

5. Right of Reverter. If the Easement Area shall cease to be used for its intended purposes for a period of three years, then at the option of the Grantor the Easement shall revert to the Grantor as provided in Section 5 of the Act upon the conditions set forth in Section 6 of this Deed.

6. Procedure for Grantor's Exercise of Right of Reverter. If the condition set forth in Section 5 above occurs, then, in such event, at the option of the Grantor, all right, title and interest granted to the Grantee hereunder in the Easement Area shall be subject to reversion to the ownership of Grantor to the care and control of the DCR in accordance with the following procedure.

(a) The Grantor shall provide written notice (the "Reversion Notice") to Grantee and to the Developer named below in this Deed in accordance with the provisions of Section 9 of this Deed. The Reversion Notice shall state the facts upon which the Grantor claims the right to cause the reversion.

(b) If Grantee shall dispute the facts alleged in the Reversion Notice, Grantor may, within the sixty (60) day period following the date of such notice, respond with a written notice (the "Objection Notice") to the Grantor in accordance with the provisions of Section 9 of this Deed. The Objection Notice shall state why the facts recited in the Reversion Notice are not accurate or do not justify reversion in accordance with this Deed.

(c) If an Objection Notice is served upon the Grantor within said 60 day period, the Grantor may either (i) accept such Objection Notice, (ii) reject such Objection Notice and file the affidavit described in section 9(d) below, or (iii) grant to the Grantee an extension of time within which to either cure its default or respond to the Objection Notice.

(d) If an Objection Notice is not filed with respect to the Reversion Notice within the 60 day period specified above as it may be extended by the Grantor, or if an Objection Notice is filed on a timely basis, but rejected, and 60 days have elapsed since service of the Reversion Notice, then the Grantor may effect the reversion by filing an affidavit with the Middlesex County Registry of Deeds. Such affidavit shall:(i) refer to this Deed; (ii) declare that a reversion

has been declared by the Grantor pursuant to the provisions hereof; stipulate compliance with the Reversion Notice provisions of this Deed and state whether or not an Objection Notice was timely filed and, if so, that the same has been rejected; and (iii) declare that the rights of Grantee hereunder shall be forfeited and revert to the Grantor.

(e) A certificate of entry pursuant to Massachusetts General Laws Chapter 184, Section 19 (or any superseding statute) shall also be filed by Grantor with the affidavit. Upon recording of the affidavit and the certificate of entry in conformity with the provisions of this Deed, all of Grantee's right, title and interest granted hereby shall be forfeited for breach of condition and thereupon revert to the Grantor.

(f) Grantee shall have the right within the six (6) months following any such reversion, to remove any equipment and/or drainage improvements installed or built on the Easement Area, provided that Grantee shall restore any of the land disturbed by such removal activities as nearly as practical to its pre-removal condition. Any facilities not so removed shall be considered abandoned by the Grantee and shall be subject to the conditions for abandonment described in Section 4 of this Deed.

(g) The delay or failure of the Grantor to pursue its rights to forfeit Grantee's title on any state of facts shall not prevent the Grantor from subsequently seeking a forfeiture of title and shall not affect the use restrictions on the Premises described in Section 2 of this Deed.

7. Other Restrictions, Encumbrances, and Matters of Record. The Easement is conveyed in the "as is" condition of the Easement Area and is subject to all matters of record at the Middlesex South Registry of Deeds to the extent the same are in force and effect, and subject to applicable laws, rights, and encumbrances. Grantor reserves the further right from time to time to grant others the right to use the Easement Area, for any purposes not inconsistent with the rights of the Grantee as herein provided.

8. Source of Grantor's Title. The Easement Area is a portion of the land taken by Grantor as described in that certain Order of Taking, Commonwealth of Massachusetts, Metropolitan District Commission, dated December 20, 1962 and recorded with said Deeds at Book 10189, Page 593.

9. Notices. Any notice, request, or other communication under this Deed shall be in writing and shall be given by either party (i) by delivery in hand or by express courier service, or (ii) by registered or certified mail,

to the Grantee addressed as follows:

City of Somerville
93 Highland Avenue
Somerville, MA 02143
Attention: Mayor

with a copy to:

City of Somerville
93 Highland Avenue
Somerville, MA 02143
Attention: Executive Director, OSPCD

and with a copy to:

City of Somerville
93 Highland Avenue
Somerville, MA 02143
Attention: City Solicitor

if to the Grantor addressed as follows:

Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor Boston, Massachusetts 02108
Attention: Commissioner

with a copy to:

Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor Boston, Massachusetts 02108
Attention: General Counsel

and with a copy to:

Division of Conservation and Recreation
251 Causeway Street
Boston, Massachusetts 02114
Attention: Commissioner

and with a copy to:

Division of Conservation and Recreation
251 Causeway Street
Boston, Massachusetts 02114
Attention: General Counsel

and if to the Developer addressed as follows:

Street Retail, Inc.
c/o Federal Realty Investment Trust
1626 East Jefferson Street
Rockville, Maryland 20852
Attention: Legal Department

with a copy to:

Street Retail, Inc.
c/o Federal Realty Investment Trust
5 Middlesex Avenue
Somerville, MA 02145
Attention: Don Briggs

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices shall be deemed given when received or when delivery is refused.

10. Miscellaneous. Note, with respect to the Grantor clause, Chapter 7, Section 40E of the Massachusetts General Laws provides that real property, record title to which is held in the name of a state agency or similar board of a state agency shall be deemed to be real property of the Commonwealth of Massachusetts.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed, sealed, acknowledged and delivered in its name and behalf by Carole Cornelison, Commissioner, Division of Capital Asset Management and Maintenance, this ____ day of _____, 20_____.

GRANTOR:

THE COMMONWEALTH OF MASSACHUSETTS

By _____
Carole Cornelison, Commissioner
Division of Capital Asset Management and Maintenance

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss _____, 20____

On this day before me, the undersigned notary public, personally appeared Carole Cornelison, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily, in her capacity as Commissioner of the Division of Capital Asset Management and Maintenance, for its stated purpose.

Notary Public

SEAL

My Commission Expires_____

Certification Pursuant to M.G.L. ch.7, s. 40F1/2:

The undersigned certifies under penalties of perjury that I have fully complied with the provisions of Sections 40F1/2 and 40H of Chapter 7 of the General Laws in connection with the property described herein as modified by the terms of the Act.

THE COMMONWEALTH OF MASSACHUSETTS

By _____
Carole Cornelison, Commissioner
Division of Capital Asset Management and Maintenance

Date: _____

Pursuant to the provisions of Section One of Chapter 64D of the Massachusetts General Laws (Ter. Ed.), as amended, by Chapter 198 of the Acts of 1978, and Chapter 133 of the Acts of 1992 no excise stamps are affixed.

Approved and Acknowledged:

DEPARTMENT OF CONSERVATION AND RECREATION

Edward M. Lambert, Jr., Commissioner

Date: _____

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss _____, 20__

On this day before me, the undersigned notary public, personally appeared Edward M. Lambert, Jr., proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, in his capacity as Commissioner of the Department of Conservation and Recreation, for its stated purpose.

Notary Public

SEAL

My Commission Expires_____

GRANTEE:

CITY OF SOMERVILLE

By: _____
Joseph A. Curtatone, Mayor

Date: _____

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss _____, 2012

On this day before me, the undersigned notary public, personally appeared Joseph A. Curtatone, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, in his capacity as Mayor of the City of Somerville, for its stated purpose.

SEAL

Notary Public

My Commission Expires _____

Approved as to Form:

Francis X. Wright, Jr., City Solicitor