

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

MARGIE T. SIMMONS, DOROTHY)
KATHRYN MORMON, GLENDA R.)
MERCER, WILLIAM FRANK CRUTE,)
and SHIRLEY BISHOP,)
)
Appellants,)
)
v.)
)
DEPARTMENT OF ENVIRONMENTAL)
PROTECTION,)
)
Appellee.)
_____)

Case No. 2D03-262

Opinion filed July 9, 2003.

Appeal from nonfinal order of the Circuit
Court for Collier County; Ted H. Brousseau,
Judge.

J. Christy Wilson, III, of Wilson, Garber &
Small, P.A., Orlando, for Appellants.

Charles J. Crist, Jr., Attorney General, and
Robert I. Scanlan, Assistant Attorney
General, Tallahassee, for Appellee.

STRINGER, Judge.

This is an eminent domain case wherein the appellants, Margie T.
Simmons, Dorothy Kathryn Mormon, Glenda R. Mercer, William Frank Crute, and

Shirley Bishop, the owners of parcel 42217000000, challenge the entry of an order of taking. The appellants argue that the trial court erred in entering the order of taking because the Department of Environmental Protection (“the Department”) failed to comply with presuit negotiation requirements and failed to present a good faith estimate of value based on a valid appraisal. We affirm the order in its entirety. We write only to express our views on the Department’s duty to negotiate in good faith with the fee owners prior to bringing an eminent domain proceeding.

The Department’s duty to negotiate in good faith prior to bringing an eminent domain proceeding is set forth in section 73.015(1), Florida Statutes (2001). That section requires that the Department “must attempt to negotiate in good faith with the fee owner of the parcel to be acquired . . . and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.” § 73.015(1). In this case, it is undisputed that the Department sent out, and the appellants received, two written offers that complied with section 73.015. The appellants neglected to respond to the offers, and the Department filed suit after waiting the requisite thirty days under the statute. See § 73.015(1)(b). We reject the appellants’ argument that the Department’s duty to negotiate extended beyond its duty to send the written offers and await a response in this case. To the contrary, the appellants’ failure to respond to the offers ended the negotiations.

Affirmed.

SILBERMAN, J., and THREADGILL, EDWARD F., SENIOR JUDGE, Concur.