

## **ADRI MARC S.A., Trustee – Bert J. Harris Claim (\$2) and Federal Preemption Notice**

**TO:**

**Lisa Spadafina, Director**

Department of Environmental Resources Management (DERM)

Regulatory and Economic Resources Department (RER)

Miami-Dade County

701 NW 1st Court, 4th Floor

Miami, FL 33136

**Geri Bonzon-Keenan, County Attorney**

Miami-Dade County Attorney's Office

111 NW 1st Street, Suite 2810

Miami, FL 33128

**Mayor Daniella Levine Cava**

Miami-Dade County Mayor's Office

111 NW 1st Street, 29th Floor

Miami, FL 33128

**Attorney Payment** (Example for Education Only)

Many attorneys take Harris Act cases on a contingency basis:

If you win the County pays your attorney's fees and appraisal costs.

If you lose the attorney collects nothing.

This means property owners don't need millions to start a Harris claim.

The law itself (§70.001(6), F.S.) is a fee-shifting statute — designed so owners can enforce their rights without being bankrupted.

Appraisals win the case.

With contingency-fee attorneys, landowners may pursue claims without upfront legal bills.

**FROM:**

ADRI MARC S.A., as Trustee

on behalf of LA CABANA LIVING LAND TRUST

8901 SW 157 Ave, #16-167

Miami, FL 33196

**DATE:** July 31, 2025

**SUBJECT:** Formal Bert J. Harris Claim and Notice of Federal Preemption – Inordinate Burden on Private Property Rights

Property: Folio No. 30-5815-000-0795

(15 55 38 4.81 AC M/L S1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS W25FT FOR R/W OR 16425-4368 0794 1)

### **FORMAL DEMAND AND FEDERAL PREEMPTION NOTICE**

This urgent legal notice is submitted pursuant to **§70.001, Florida Statutes (Bert J. Harris, Jr., Private Property Rights Protection Act)** and the **U.S. Constitution's Supremacy Clause**, demanding the immediate cessation of unlawful regulatory actions by **Miami-Dade County DERM** and **SFWMD**. These actions violate federal law, devalue private property, and coerce landowners in the **8.5 Square Mile Area (Las Palmas Community)**.

This notice preserves the rights of **ADRI MARC S.A., as Trustee for the LA CABANA LIVING LAND TRUST**, and the broader Las Palmas Community, even at a nominal claim amount of **\$2**, underscoring the priority of protecting private property rights.

If you lose a Bert J. Harris Act case, normally you just pay your own attorney and costs. But if the court finds you rejected a good-faith settlement offer from the County, the judge can make you pay the County's legal fees too. That's why it's critical to have a real appraisal and a credible claim — so your case is never seen as frivolous or unreasonable.

We further notify **USACE** and **NPS** that local agencies are acting *ultra vires*, contrary to federal statutes and agreements, and request immediate federal oversight.

## LEGAL BASIS FOR RELIEF

The **Bert J. Harris, Jr. Private Property Rights Protection Act** provides:

*“When a specific action of a governmental entity inordinately burdens an existing use of real property or a vested right to a specific use of real property, the property owner is entitled to relief...”* (§70.001(1), F.S.)

In addition to §70.001, F.S., the property is protected from local and regional overreach by the following statutory and constitutional provisions:

- **§163.3162, F.S. (Agricultural Lands and Practices Act):** Preempts county and municipal regulation of bona fide agricultural operations.
- **§823.14, F.S. (Florida Right to Farm Act):** Protects agricultural operations from nuisance claims and improper regulatory interference.
- **Koontz v. St. Johns River Water Management District, 570 U.S. 595 (2013):** Expands regulatory takings doctrine to include monetary exactions as conditions of land-use approvals.

## PARALLEL ARGUMENT: KOONTZ AND LAS PALMAS COMMUNITY

In **Koontz v. St. Johns River Water Management District, 570 U.S. 595 (2013)**, the U.S. Supreme Court held that:

*“Extortionate demands for property in the land-use permitting context run afoul of the Takings Clause... because they impermissibly burden the right not to have property taken without just compensation.”* (Koontz, 570 U.S. at 607)

The Court extended the *Nollan/Dolan* standard of **essential nexus** and **rough proportionality** to monetary exactions and permit denials that coercively impose financial burdens on landowners.

Here, DERM and SFWMD’s actions impose even greater and more far-reaching burdens than those in Koontz:

Factor	Koontz	Las Palmas Community
<b>Property Size</b>	~15 acres (mostly wetlands)	~4.81 acres (subject folio) + entire 8.5 SMA community (~8,500 acres)
<b>Type of Regulatory Action</b>	Permit denial conditioned on costly offsite improvements	Cease & Desist Orders, Class IV permit demands, regulatory coercion, property devaluation
<b>Monetary Impact</b>	~\$376,000 award post-remand	>\$150 million cumulative damages (market value losses, legal fees, agricultural income disruption)
<b>Duration of Burden</b>	Short-term permit denial	Multi-decade pattern of enforcement and economic suppression
<b>Scope of Impact</b>	Single landowner	Entire community of agricultural property owners

This demonstrates that the claimed damages exceeding \$150 million are proportionate and justified under the same constitutional principles.

## FEDERAL PREEMPTION AND SUPREMACY CLAUSE

DERM and SFWMD's actions directly conflict with federal law, including:

- **P.L. 101-229 (Everglades National Park Protection and Expansion Act of 1989)**
- **P.L. 108-7 (Omnibus Appropriations Act of 2003)**
- **CRS Report RS21331 (Congressional Research Service, 2005)**
- **2022 CEPP Environmental Assessment (USACE)**

Under the U.S. Constitution's **Supremacy Clause** (*McCulloch v. Maryland*, 17 U.S. 316 (1819)), any state or local action conflicting with federal statutes is null and void. DERM and SFWMD's regulatory initiatives:

- Exceed federal jurisdictional boundaries.
- Constitute unconstitutional takings without just compensation (*Nollan, Lucas, Koontz*).
- Circumvent the **Savings Clause of WRDA 2000**, which preserves private property rights within Everglades restoration projects.

We therefore request that **USACE and NPS suspend federal funding or approvals enabling local agencies to bypass these federal protections.**

## SPECIFIC VIOLATIONS

Local agencies have engaged in:

- Misclassification of agricultural land as wetlands without scientific basis.
- Issuance of Cease and Desist Orders and Class IV permit demands beyond their legal authority.
- Coercive devaluation of property through EEL Program acquisitions.

This conduct violates:

- **2016 Florida MOA (Final Executed)**
- **2020 MOA (USACE/FDEP)**
- **SPGP VI (2021)**
- **SFWMD Operating Agreements (1998, 2007)**
- **Wetland MOU (2006)**
- **DERM's Limited Proprietary Authority (1995 MOA MA-13-114)**

## FEDERAL AGENCY OBLIGATIONS

We call upon **USACE and NPS** to:

- Enforce Congressional mandates protecting Las Palmas Community residents.
- Prevent unauthorized regulatory actions by state and county agencies.
- Uphold property rights guaranteed under **P.L. 101-229** and **P.L. 108-7**.

## **DAMAGES & RESERVATION OF RIGHTS**

The unlawful actions of DERM and SFWMD have caused significant harm, including:

- Loss of agricultural income.
- Market value devaluation.
- Legal and consulting expenses.

The reference to \$150 million in the recorded claim is a placeholder narrative.

We reserve the right to amend this nominal claim of \$2 to a full damages claim exceeding **\$150 million** for inordinate burdens imposed.

## **FORMAL RELIEF REQUESTED**

We demand:

Under the Bert J. Harris Act (§70.001, F.S.), damages for a single parcel are limited to the actual loss in fair market value, proven by independent appraisal (for example, comparing 5 acres in Las Palmas against similar parcels in Homestead or the Redlands).

1. Immediate cessation of all enforcement actions by DERM and SFWMD.
2. Written confirmation within 10 calendar days that jurisdictional limits will be observed.
3. Federal intervention by USACE and NPS to enforce compliance.
4. Suspension of any actions conflicting with:
  - **P.L. 101-229**
  - **P.L. 108-7**
  - **CRS Report RS21331**
  - **WRDA 2000 Savings Clause**

Failure to comply will result in litigation and referral to Congress and federal oversight agencies.

## **NOTICE OF PRIOR FILING AND RE-SERVICE**

Please be advised that this claim was originally submitted on **July 15, 2025**, via **certified mail with return receipt requested** to all three Miami-Dade County offices:

- **Mayor Daniella Levine Cava**
- **County Attorney Geri Bonzon-Keenan**
- **DERM Director Lisa Spadafina**

Two of the green cards were returned signed by **a single individual**, confirming receipt at both the Mayor's Office and the County Attorney's Office, indicating centralized intake. However, the certified delivery to the DERM office was returned **without signature or official stamp**.

In order to **eliminate any procedural ambiguity**, this notice is being **re-issued and re-served in person** via a **licensed process server** on **July 31, 2025** to **all three departments** listed above. This step is taken **out of an abundance of caution**, to reaffirm formal statutory compliance under **§70.001, Florida Statutes**, and to fully preserve all legal rights and remedies.

For reference, copies of the certified mail receipts from the original July 15, 2025 delivery to all three departments are included in this packet.

### **SUPPLEMENTAL DELIVERY NOTICE**

On July 30, 2025, Mr. Terrence A. Smith, Assistant County Attorney Chief, Housing, Social Services and Economic Development, responded via email acknowledging receipt of the undersigned's public records request related to this matter.

This supplemental service of the Bert J. Harris Act Claim is therefore being made out of an abundance of caution, to ensure full statutory compliance under §70.001, Florida Statutes, and to eliminate any ambiguity regarding the initial delivery procedures.

### **CONCLUSION**

DERM and SFWMD's actions violate federal supremacy, constitutional protections, and Congressional intent. We demand full withdrawal of unlawful enforcement and immediate coordination with federal agencies.

This notice is submitted **without prejudice and under protest**. All rights and remedies are expressly reserved.

**ADRI MARC S.A., TRUSTEE**

on behalf of *LA CABANĂ LIVING LAND TRUST*

By: \_\_\_\_\_

Authorized Representative

Miami-Dade County (MDC) will deny any figure stated in advance — whether it is \$150M, \$500K, or even \$2. This is not unusual or personal; it is the County's standard defense strategy in every Harris Act case. By denying all claims up front, MDC avoids admitting liability, delays setting a precedent, and forces property owners to prove their losses through independent appraisal and, if necessary, litigation. This strategy protects the County's exposure, but it also underscores why property owners must file properly — to preserve their rights despite the inevitable denial. However, the law requires only that property owners preserve their rights with a nominal claim (such as \$2). If MDC were ever to admit liability — even at \$2 — it would establish a legal precedent that could expose the County to millions in damages across the entire Las Palmas community.

For this reason, MDC will argue against liability until the very end. The role of the Harris claim is not to prove the entire case immediately, but to preserve rights so that later, with appraisal and supporting evidence, full compensation can be pursued."

Nothing on this site constitutes legal advice or creates an attorney-client relationship.

## LEGAL DISCLAIMER

This document is submitted **without prejudice** and **under protest**. It is expressly provided for the purpose of preserving the rights and interests of the property owner(s) and/or trustee(s) pursuant to the **Bert J. Harris, Jr. Private Property Rights Protection Act** (Section 70.001, Florida Statutes), and **shall not be construed as a waiver of any jurisdictional objections, defenses, or legal rights** arising under state or federal law.

By submitting this claim, the property owner(s) and/or trustee(s) expressly **reserve all rights to challenge the legal authority, jurisdiction, and actions of the governmental entity(ies)** involved, including but not limited to objections based on:

- The Agricultural Lands and Practices Act (§163.3162, F.S.),
- The Florida Right to Farm Act (§823.14, F.S.),
- The Florida Greenbelt Law (§193.461, F.S.),
- Federal preemption under the Supremacy Clause of the U.S. Constitution, and
- Any other applicable statutory, constitutional, or common law protections.

This submission is made **solely to toll any applicable deadlines** and to preserve statutory remedies available under the Bert J. Harris Act. It **does not constitute an admission of liability, jurisdiction, or enforcement authority** by any governmental entity, and no inference of such admission shall be drawn from the filing of this claim.

The property owner(s) and/or trustee(s) further reserve all rights to pursue additional legal or equitable remedies in any appropriate forum.

### Legal Disclaimer:

The documents displayed on this page, including the Bert J. Harris Act Claim dated July 31, 2025, and accompanying USPS Certified Mail Return Receipts, are provided for public informational and transparency purposes only.

These materials represent true and correct copies of official notices served to Miami-Dade County government offices, including the Mayor's Office, County Attorney, and Department of Environmental Resources Management (DERM).

All original documents were duly signed, notarized, and served in accordance with §70.001, Florida Statutes.

To safeguard against misuse, handwritten signatures and notarial seals may be redacted or omitted in the publicly displayed version.

The presence of these materials on this site does not waive any legal rights or claims, nor does it constitute official service to any additional parties beyond those properly notified.

For verification or legal inquiries, contact the claimant or designated legal representative.

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\$ Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$  Return Receipt (electronic) \$  Certified Mail Restricted Delivery \$  Adult Signature Required \$  Adult Signature Restricted Delivery \$

Accepted directly from

The UPS Store

Miami, FL 33196

#7434

Customer

Postmark Here

JUL 15 2025

SEN T VIA US MAIL

Postage

\$ Total Postage and Fees

\$ Sent To

DANIELLA LEVINE CAVA - MIAMI-DADE CO

Street and Apt. No., or PO Box No.

111 NW 1 ST, 29<sup>TH</sup> FLOOR

City, State, ZIP+4®

MIAMI, FL 33128

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse

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The UPS Store

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Customer

JUL 15 2025

SEN T VIA US MAIL

Postage

\$ Total Postage and Fees

\$ Sent To

LISA Spadafina, Director DERM

Street and Apt. No., or PO Box No.

701 NW 1<sup>ST</sup> COURT - 4<sup>TH</sup> FLOOR

City, State, ZIP+4®

MIAMI, FL 33136

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse

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Accepted directly from

The UPS Store

Miami, FL 33196

#7434

Customer

JUL 15 2025

SEN T VIA US MAIL

Postage

\$ Total Postage and Fees

\$ Sent To

Miami-DADE County Attorney's Office

Street and Apt. No., or PO Box No.

111 NW 1 ST, SUITE 2810

City, State, ZIP+4®

MIAMI, FL 33128

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DANIELLA LEVINE CAVA,  
MAYOR  
MIAMI-DADE COUNTY MAYOR  
111 NW 1 ST. 29<sup>TH</sup> FLOOR  
MIAMI, FL 33128



9590 9402 3219 7196 8657 91

2. Article Number (Transfer from service label)

9589 0710 5270 1186 2708 95

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

DANIELLA LEVINE CAVA

Age

Add

C. Date of D

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Priority Mail Express
- Registered Mail™
- Registered Mail F
- Delivery
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Domestic Return R

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LISA Spadafina, Director  
DEPARTMENT OF ENVIRONMENTAL  
RESOURCES MANAGEMENT DERM  
701 NW 1<sup>ST</sup> COURT, 4<sup>TH</sup> FLOOR  
MIAMI, FL 33136



9590 9402 3219 7196 8658 14

2. Article Number (Transfer from service label)

9589 0710 5270 1186 2708 71

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

LISA Spadafina

Age

Add

C. Date of D

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Priority Mail Express
- Registered Mail™
- Registered Mail F
- Delivery
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- Signature Confir
- Restricted Delive

Domestic Return R

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MIAMI-DADE COUNTY ATTORNEY  
GERI BONZON-KEENAN  
111 NW 1 ST, SUITE 2810  
MIAMI, FL 33128



9590 9402 3219 7196 8658 21

2. Article Number (Transfer from service label)

9589 0710 5270 1186 2708 88

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

GERI BONZON-KEENAN

Age

Add

C. Date of D

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Priority Mail Express
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PS Form 3811, July 2015 PSN 7530-02-000-9053

USPS TRACKING #



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

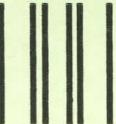
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ADRI MARC. S.A. TRUSTEE  
8901 SW 157 AVE 16-167  
MIAMI, FL 33196

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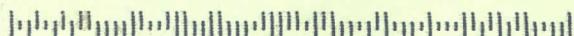
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 3219 7196 8658 14

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box\*

ADRI MARC S.A., TRUSTEE  
8901 SW 157 AVE 16-167  
MIAMI, FL 33196



USPS TRACKING #



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USPS  
Permit No. G-10

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Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box\*

ADRI MARC S.A., TRUSTEE  
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*Closed*

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