

Objection 1

"I firstly would like to state that I have never opposed Mr Gersh to develop a small cottage for him and his small family. "

The record shows that Mr. Burger objected to Mr. Gersh's building plans from the start. Mr. Gersh's view is that Mr. Burger is trying to sound reasonable by making this statement, when the record shows a *series* of objections on multiple subjects beginning with Mr. Gersh's first application for a residential dwelling in 2010 and up to the present day, May 2024.

In 2010, the municipality considered this specific objection and followed their due processes. The Municipality approved the application, disregarding / setting aside Mr. Burger's objections.

Objection 2

"My objection was against him running a guest house on his property"

This statement / claim has several false components to it.

Mr. Gersh has never run "a guest house" and does not intend to do so. Further on, in the document, Mr. Burger uses the word "resort". These terms are chosen deliberately but are patently false. A Guest House is a property that has the capacity to host multiple guests simultaneously and provide meals. A guest house must therefore have an accredited kitchen and staff to service breakfast, etc.

ALL the marketing information (online) and summarised in SG24 motivation document is clear in this regard. Mr. Gersh's house, he chooses to call Thorn & Feather, is an exclusive home rental. "Exclusive" meaning a family or group of friends book the whole residence for a few days to enjoy without other guests sharing the same space during their stay.

There +- 19 other properties offering the same experience in Vermaaklikheid, and thousands across southern cape, probably. Mr. Burger surely knows this. Mr. Burger is exaggerating the function of the property in the form of higher hospitality category of service.

Mr. Burger has a record of trying to deny other landowners from deriving rental income of this nature from their properties. Mr. Burger conflicted with his neighbour (and co-shareholder), Johan and Thea Albertyn, before they sold their property to The Swart family. Their intention to rent **their** property over the summer holiday period he would not accept. If the department would like a confirmation from Thea and Johan Albertyn, Mr. Gersh can obtain it.

"which is in close proximity to my house."

The term "close proximity" is relative. What is considered close and what is far? There is a deliberate effort NOT to recognise the true distances and barriers between these two properties. The images and explanations to follow will show this clearly.

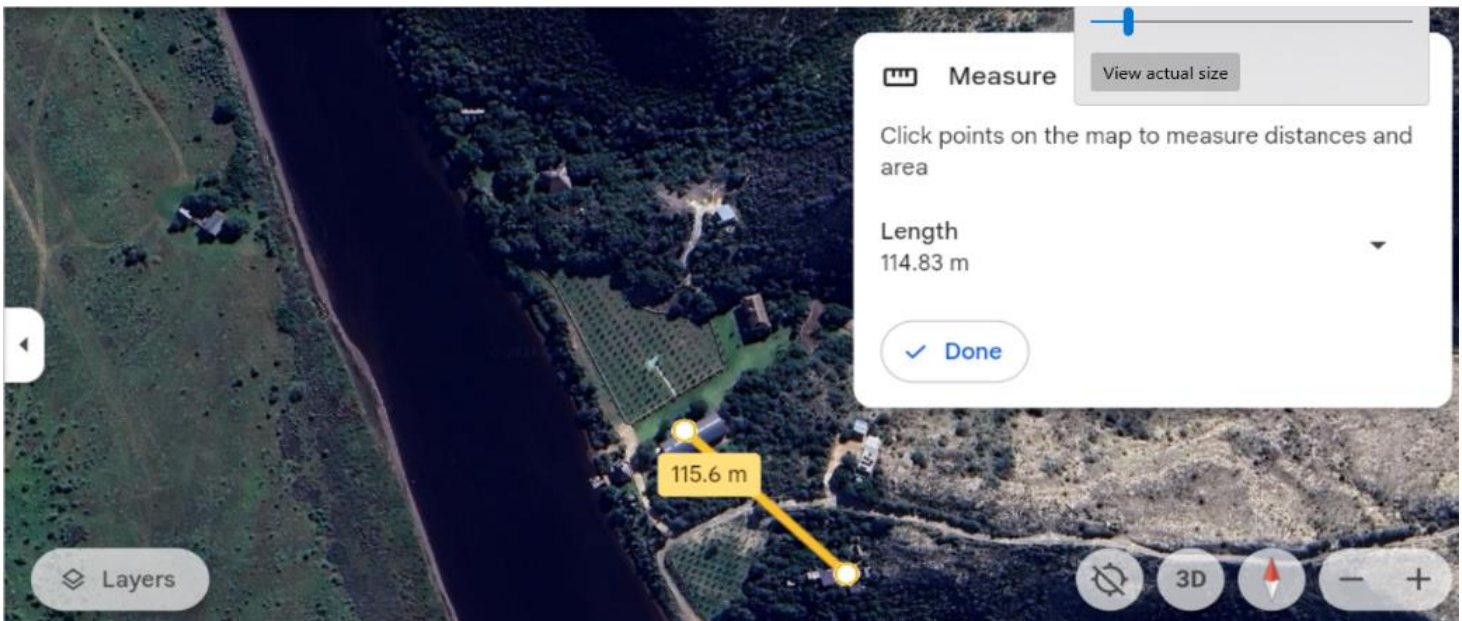
Worth noting, Mr. Burger is claiming that his privacy is compromised when someone other than Gersh's family are present at my property. Mr. Burger's privacy concerns seem not to be affected when Mr. Gersh is at his property. Why the discrimination between Mr. Gersh and a Gersh's guests?



Image 1 shows the location of Mr. Burger’s 3 x residential dwellings, including a substantial river entertainment structure, olive groves and farm borders. In blue font, are the location of 3 of his 4 nearest neighbours: Blackie & Myrtle Swart (north border), J. Gersh (south-east border), and Bryn Groenewald (west, across the river). All properties are **at least** 100m apart from one another.

It is also quite clear that Mr. Burger has by far the largest number of structures, the largest footprints, within 100m of the high water. If there are privacy concerns, perhaps these should be levied at Mr. Burger. If Mr. Burger was so concerned about privacy, why then did Mr. Burger build at this location after the Gersh building had been completed??

Image 2: rough calculation of the distance between the centre of Gersh residential structure and the nearest residential structure belonging to Mr. Burger.



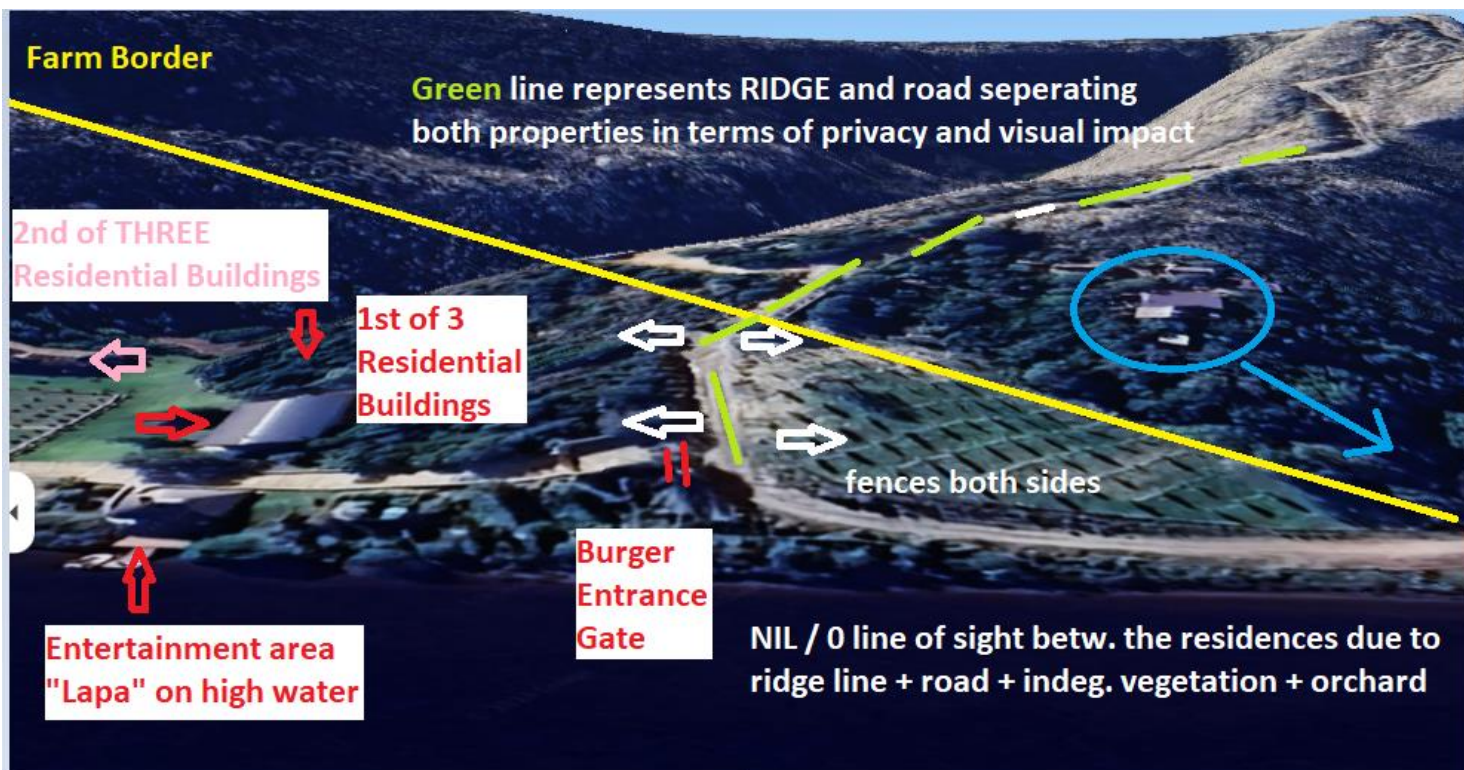


Image 3 (3d image) further supports the weakness in the privacy claim. Facts:

1. There is no line of sight between the two properties.
2. The road separates the roughly 110m distance between the two properties, 200m **plus** from the other residences.
3. The ridge line creates a physical barrier and obstruction.
4. Other barriers are three rows of Burger's fencing, Gersh's indigenous forest / thicket and Burger's relatively newly planted olive groves.
5. Burger's entrance gate and first row of fencing signifies his residential "space", and all residential properties face west towards the river with their backs to Gersh's properties.

In the 2010 objection to the municipality Mr. Burger stated Mr Gersh property were to be "30m apart" and would "face one another". Clearly, Mr. Burger's fears never materialised. 2024 objection, Mr Burger, "I do have a problem with the guest house, a stone throw from my house, and within earshot of Mr Gersh and his guests". As the diagrams and accompanying content, clearly, show, Mr. Burger cannot throw a stone that distance, and cannot hear people and activities within the normal parameters of human noise. Mr, Burger, using Mr. Gersh's words is taking a hypersensitive approach to privacy that cannot be considered reasonable in any respect.

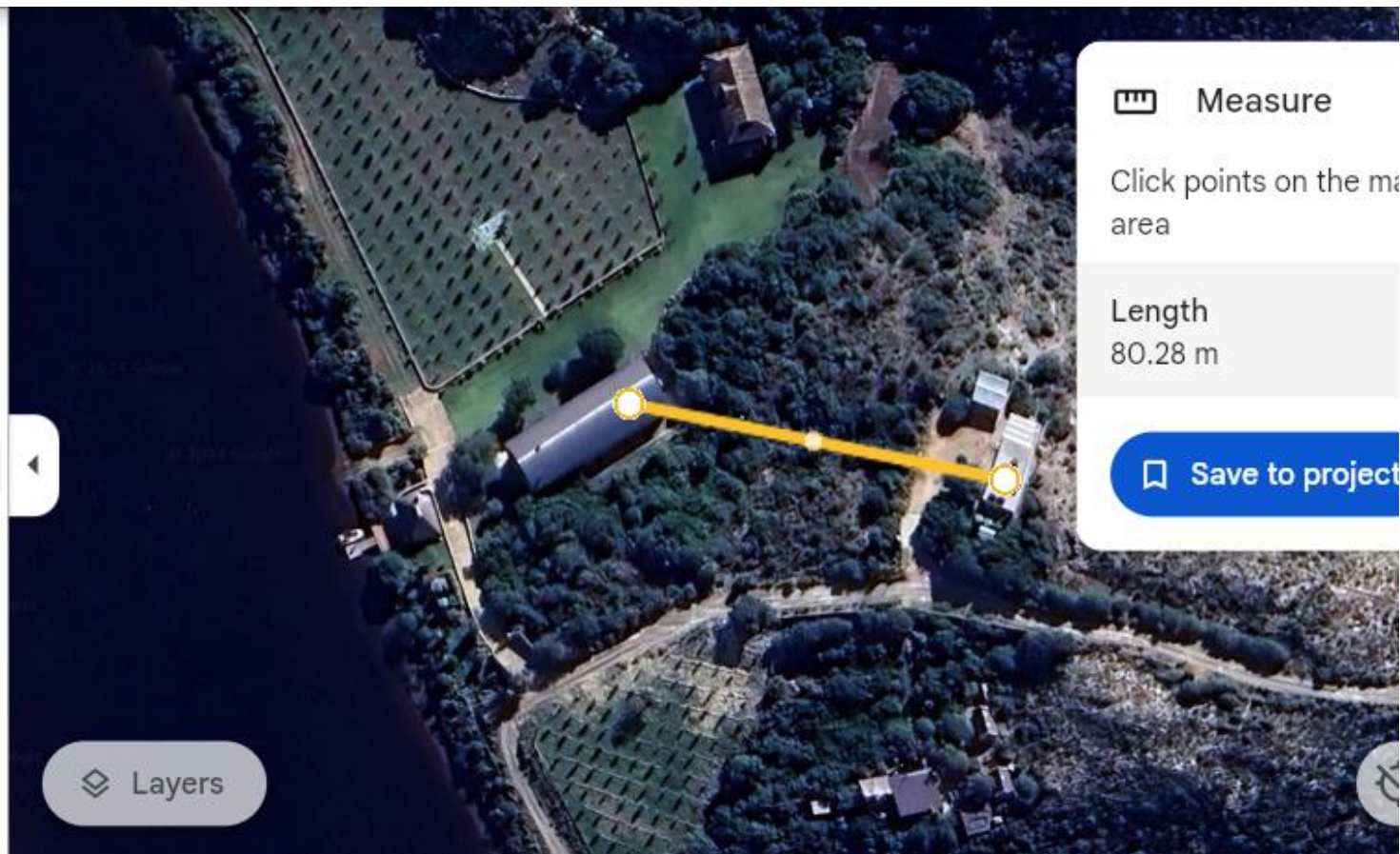


Image 3 shows the approximate distance between Gersh store, and the closest building owned by Mr. Burger. **This building is not part of the SG24.**

Gersh's residence is across the road, and a larger distance from this property belonging to Mr. Burger. Mr. Gersh's storeroom contains implements, a vehicle, renewable energy equipment and water distribution and storage. The development is lawful and the distance from the high-water mark is well more than 100m.

Between 2016 and 2019 Mr. Burger had applied to the Hessequa Municipality for the right to build a store where his existing new residence is located. During the application process, it became apparent that Mr. Burger was intending of using the "store" as a both residential and store, Mr. Burger changed the building-use to incorporate the residential. These events in the records of the Hessequa Municipality and Department of Environment.

Mr. Gersh's store, was built before Mr. Burger's residential & store building was erected. The question is asked again, **if Mr. Burger was concerned about privacy, then why did Mr Burger build this residence after Mr. Gersh's building had been erected!?**

Privacy Claim – Conclusion

The privacy accusation within the Sg24 application is invalid and inappropriate. Mr. Burger should be directing this grievance to the Hessequa Municipality. The grievance is not an environmental concern.

“the main house and associated facilities have been in the family for several decades is false information unless 10 years is referred to as several decades”.

Mr Gersh agrees with Mr. Burger’s statement. He suggests there could have been a misunderstanding between him and his environmental consultants on this matter. Mr Gersh purchased the land in 2009, after which, he erected a campsite, from which the construction and related tasks were managed by Mr. Gersh, himself. Mr. Gersh has been active at this location, his land, for 15 years. Mr Gersh concedes this is not fit the description of “family generations” or “several decades”.

And the appearer declared that the said principal had on **17 March 2009**, truly and legally sold and that he, the said appearer, in his capacity as attorney aforesaid, did by these presents cede and transfer to and on behalf of

Jonathan Nigel Gersh
Identity Number 700420 5603 08 2
Unmarried



Page 2 of title deed

his heirs, executors, administrators or assigns,
in full and free property

One-third (1/3) share in Remainder Portion 9 of the farm Vermaaklikheid No 499, situate in the Hessequa Municipality, Division Riversdale, Western Cape Province;

Measuring: 220,1039 (Two Hundred and Twenty comma One Zero Three Nine) hectares

First transferred by Deed of Transfer No T 253 dated 12 February 1880 with Diagram relating thereto and held by Deed of Transfer No T 32525/1977.

Subject to the conditions referred to in Deed of Transfer No T 2233 dated 21 March 1906 and Deed of Transfer No T 10632 dated 27 November 1906.

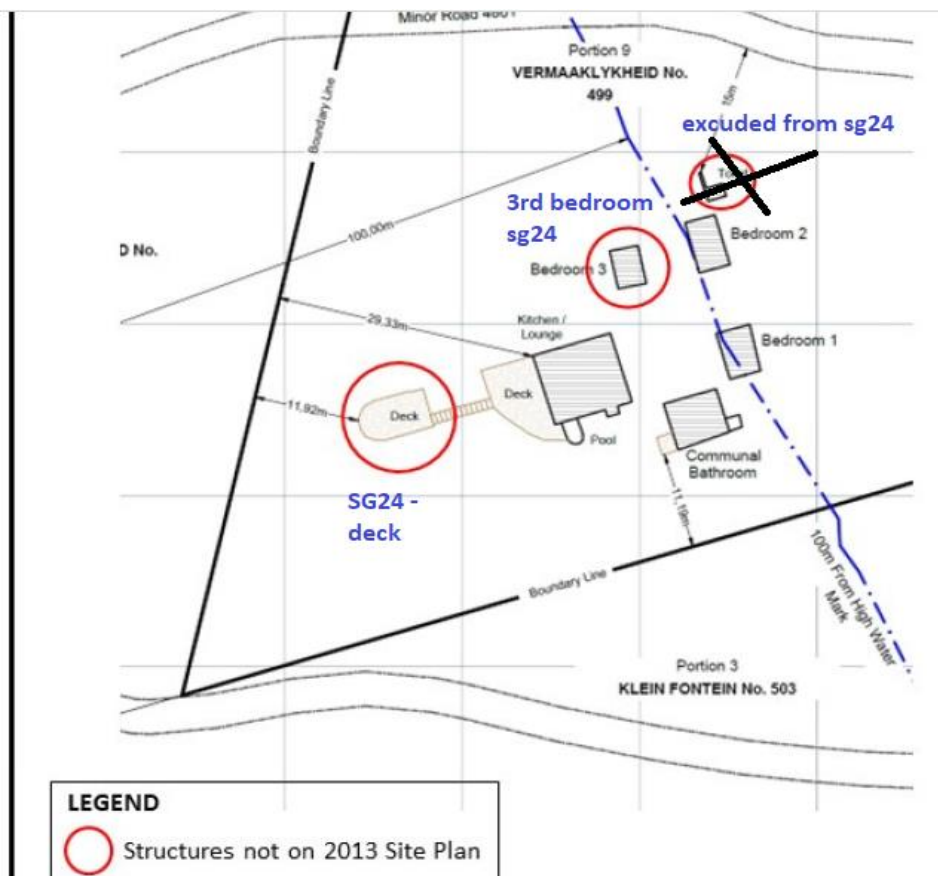
“You also state that he more recently and unwittingly added more housing for holidaymakers and upgraded the resort without the required environmental authorization. The previous statement is a blatant lie since it is well documented in the comments and response report (comment dated 26 February 2024), that he mentioned to one of the I&AP’s (his co-owner of portion 9 of Farm 499) that he explained that some or parts of his buildings are unlawful. The 100m highwater setback line was indicated on his building plans submitted in 2013. Mr Gersh is not known to be uninformed and was aware of the 100m highwater setback line. In Mr Gersh’s application to the Hessequa municipality for building line departures he claimed that he could not measure due to topography and vegetation making it difficult, which states that he was aware of the 100m highwater setback and building lines.”

Mr. Burger’s interpretation of the matters is incorrect, and no lies have been told.

Mr Gersh was aware of the 100m highwater mark during the building application and construction phase. Mr. Gersh original plans were passed at the location where these buildings are located today. The municipality inspected the property and issued the occupation certificate. Neither the municipality nor Mr. Gersh knew that a part of the buildings turned out to be marginally under the 100m high water mark, at the time.

Mr. Gersh acknowledges that he should have incurred the cost of a surveyor to measure the distance at the start. At that time, he was using Google overlays and diagrams provided by Damien Burger, a reputable land surveyor, and co-shareholder of the farm. Mr. Gersh’s property is located on a steep slope, is covered in thick vegetation, making it difficult to get an exact measurement without survey.

Mr. Burger’s description of the unlawful development seems unfair and over exaggerated. Mr. Gersh unlawful development consists of a conversion from 2-bedroom residence to a 3 bedroom. The 3rd bedroom is a 3m x 4m low walled fisherman’s style cottage. He did not think this structure was within 100m of highwater. With recent survey information it is a few meters from the 100m line. Mr. Gersh acknowledged that the mistake and submitted a rectification application to the Hessequa Municipality in 2022, as Mr. Burger is aware of.



Decking, pathways, and jetty. Mr. Gersh, in his inexperience, naivety did not understand that such structures required environmental permission / applications. Mr Gersh acknowledged that the mistake and submitted a rectification application to both the Hessequa Municipality and the department of Environment.

Some consideration ... some perspective

Mr. Burger Compound

Mr. Burger committed unlawful development on his property. Mr Burger also submitted applications to the Municipality and Dept of Environment (Sg24), in recent times. Mr. Burger possesses the largest footprint, within 100m of the high water, of a single property owner in Vermaaklikheid. Is Mr. Burger saying that what was afforded to him (an opportunity to correct his mistakes) should not be given to Mr. Gersh?



⇒ THREE residential dwellings, majority of footprint within 100m of highwater

+ most recent building is a 37 meters length, multistorey structure, **30m from highwater**

+ jetty + boat slipway

+ entertainment structure, also recent, (river lapa) **on highwater**

+ indigenous vegetation cleared for small / sub-economical(?) olive grove x 2

+ two roads within 100m of highwater.

As mentioned, recent development was unlawful and required municipality and department of environmental intervention.

Mr. Burger's objections beginning Mid-Page 2 to Page 10

"If Mr Gersh developed the property as a holiday house for himself and his family, why did the municipality allow him to run a guest house illegally for several years."

Response

Mr. Gersh has NEVER operated a Guest House. A "Guest House" is a higher level of hospitality to renting a residential property on a **self-catering** basis. Thorn & Feather is the name given to Mr. Gersh's home when rented as an exclusive property = meaning the house is rented to a single group or family. There is no bed "and breakfast", no meals are provided.



Anywhere

Any week

Add guests



Switch to hosting



Thorn & Feather, Vermaaklikheid

[Share](#) [Save](#)



Show all photos

Entire home in Vermaaklikheid, South Africa

7 guests · 3 bedrooms · 6 beds · 2.5 baths

★ 4.94 · [33 reviews](#)

CHECK-IN
Add date

CHECKOUT
Add date

"2. If Mr Gersh had no intention of running a guest house or tourism initiatives why would he apply for consent use for tourist accommodation in a recent application to the Hessequa municipality?"

Mr. Gersh has no intention of running a Guest House. Mr. Gersh is wanting to rent out his property, as an exclusive, SELF CATERING, vacation rental - a very common activity in Vermaaklikheid, rural and seaside areas in South Africa. Mr. Gersh is of the understanding that his home would be the first in the area to have to undergo this process because of Mr. Burger's insistence and pressure placed on the Municipality to enforce this bylaw.



Thorn and Feather is a self-catering property rented on an exclusive basis – there are no other guests on the property during your stay. The property comprises of a series of stone buildings interlinked by well-maintained walkways. A design aimed at providing privacy and togetherness.



“why would he apply for consent”

Mr. Gersh did not apply for a land consent between 2010 and 2015 because Mr. Gersh was not intending to rent out his property. Mr. Gersh did not know he that he needed land consent to rent out his properties until Mr. Burger’s complaints to the Municipality were made 2020 onwards.

Severe Financial Penalties – forced closure.



Mr. Gersh has engaged with the municipality to this end. Mr. Gersh stopped receiving guests in November 2023 and to date, the property is closed. Mr. Gersh is following the processes and guidance given to him by the Hessequa Municipality.

A Large portion of Mr. Burger's complaints focus on his *opinion* that Mr. Gersh erected the residential structure for the purposes of deriving income as a "Guest House", in a premeditated manner.

RESPONSE

Mr. Gersh has completed a motivation document to be submitted, as an addition, to the SG24. In this document he provides detailed information on the farm's activities and his objectives. Below are a few extracts from this document that address Mr. Burgers accusation on Mr. Gersh's motives. "

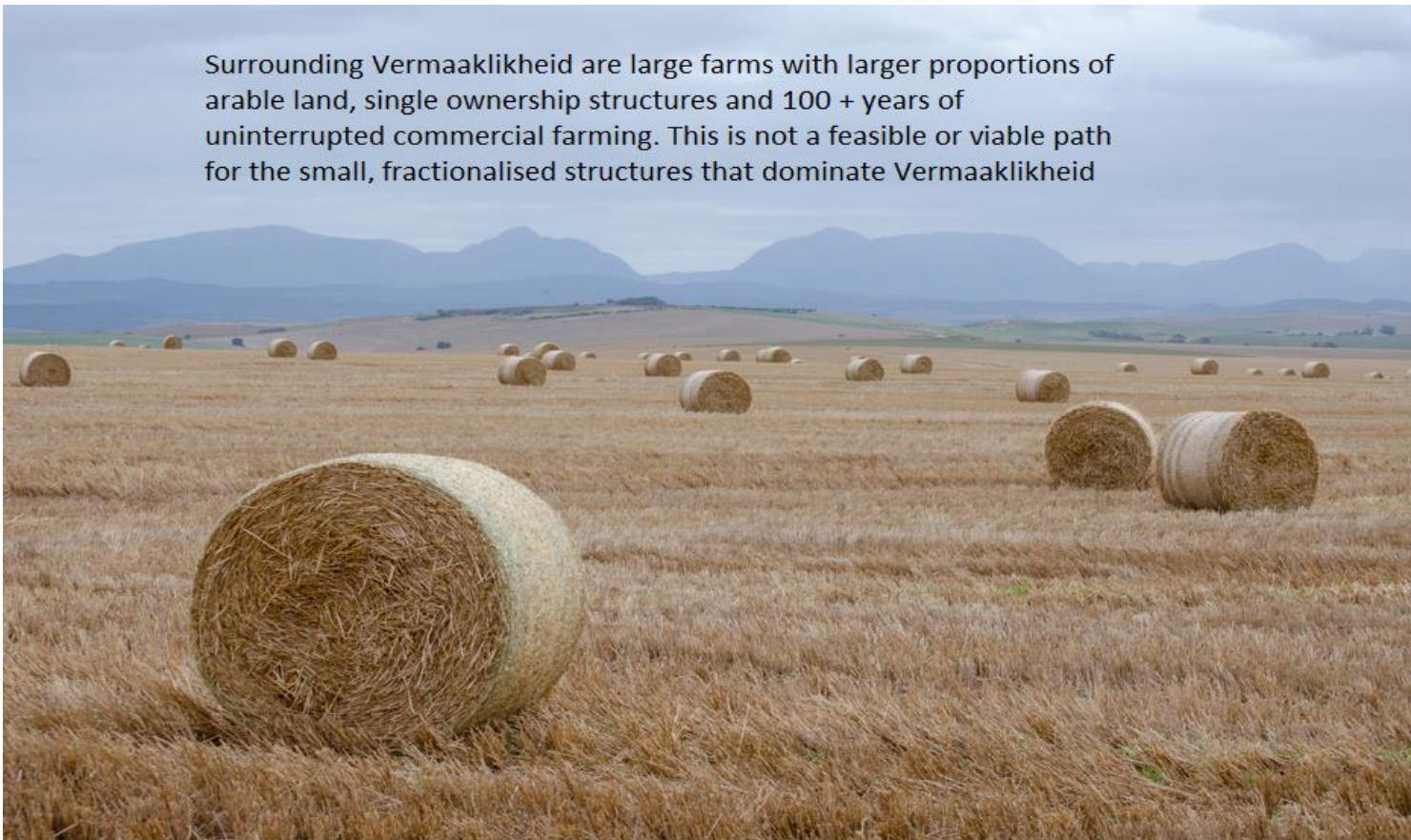
I did NOT intend to use the property to derive income. This decision was made sometime **after** the construction. I bought the land in 2009. My objectives at that time were to acquire a vacation destination property, no more, no less.

I built the property with a small group of artisans based in Vermaaklikheid. I personally managed the project over 2 ½ years, commuting back and forth to Cape Town 2 x a month. Spending so much time on the land gave me an even greater appreciation of the ecology, fauna and flora of Vermaaklikheid and the Duiwenhoks river estuary.

The building process provided much interaction with the local community. A relatively small village in population (+- 150 people perhaps 30 families). In time, I developed a better understanding of the history and the challenges in this area. There is not an abundance of skills and willing labour. Building relationships are essential to succeeding in this environment. If there are problem or obstacles, employers and employees must listen to each other, and find solutions.

My understanding of what it *means* to own a "farm" was to develop during the construction period. The term "farm" is used to describe a relatively large piece of land compared to a residential erf. Having a holiday home in a residential zone is a very different the proposition to having a vacation property on a "farm". I came to the sobering realisation that the costs and responsibilities were more numerous and complex.

Surrounding Vermaaklikheid are large farms with larger proportions of arable land, single ownership structures and 100 + years of uninterrupted commercial farming. This is not a feasible or viable path for the small, fractionalised structures that dominate Vermaaklikheid



Reassessing the Mission / Purpose for the property

In 2015/16, I came to an understanding that my “farm” was not sustainable on many levels. I became cognisant of responsibilities that lay before me. There are significant upkeep costs of the property itself. Land custodianship responsibilities include alien vegetation clearing – a huge problem in the area **and on my land**. I had the option of neglecting these concerns or addressing them.

The idea of having a vacation property 4 hours’ drive from my primary home, UNOCCUPIED, for most of the year, was no longer a feasible nor sensible strategy to me.

I also paid closer attention to what I felt were the challenges facing the environment and the local community. I also wanted to understand my farm’s role and relationship to the area. In essence, redefine the purpose for this property on multiple levels.

The challenges to the environment and the local community of Vermaaklikheid

I made some observations of a selection of landowners engaging in eco-tourism initiatives. To understand the potential advantages of an eco-tourism initiative, it is important to understand the challenges (and their causes) facing the area of Vermaaklikheid. There are two main dynamics with adverse effects for the environment and the local community.

- a. Invasive vegetation primarily Acacia Cyclops / Rooikrans Bush / Rooipuitjie

Acacia cyclops – Rooikrans / Rooi Pitjie



A native species from Australia, brought to the Cape Peninsula during colonial period, for the purpose of stabilising sandy areas. The plant grows very quickly, does not require much rainfall, has an aggressive tap route that is not deterred by poor or rocky soils.

The plant cannot coexist in a biodiverse environment. To the contrary, the plant dominates and destroys indigenous until there is a homogeneous forest of its making. This species has become the most dominant plant in the region.

Despite efforts by a minority of landowners to clear specific areas the rate of **increase** is still **positive**. From flatlands to steep kloofs, the bush has created an **ecological desert** and a perpetual **fire risk**.

- b. Social and economic suffering and afflictions of a marginalised and excluded community. The local community is mostly living on a small parcel of land in what is a small township. The local community is detached from the financial and non-financial potential of the land. Suffering describes the experience of poverty, unemployment, substance abuse and compromised family planning, and other forms of hardship.

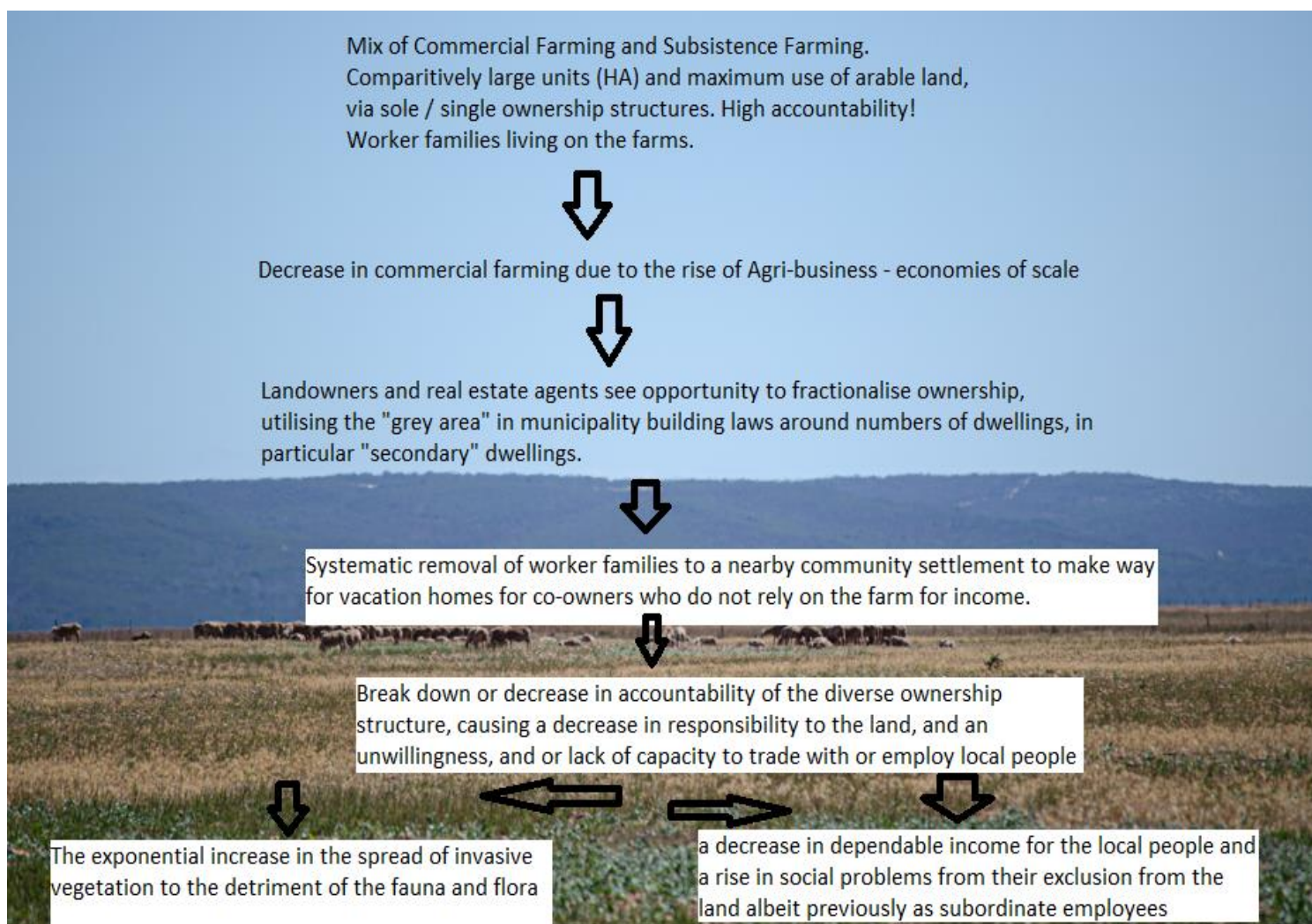
The Underlying Causes

The region is predominantly within agricultural zoning, it is not a town or residential zone. Vermaaklikheid was once an active farming area. Subsistence farming and commercial farming involving fruit, vegetables, and livestock. The area was once famous for producing hanepoot grapes. During the second half of the 20-century farming activity declined at a rapid and steady pace. The major factors for this decline were:

1. The dominance of the agribusiness or farms with economies of scale. The farm sizes in this region are small in ha.
2. The proportion of arable land to non-arable is very low. The region is predominantly small hills and kloofs. The ground possesses a rocky limestone surface. Flat, fertile, and good grazing land is a small proportion of the total land of the area.

Farms in this area could not compete with the larger farms outside the region, farms that supplied the same commercial market. The incentive to lower their expectations to subsistence farming became greater, and such strategies could not reverse the decline.

The rise of Fractional ownership, and other forms of land division



The Age of Fractional Ownership

As farms became less viable, many landowners found ways to unlock financial value by selling off unwanted buildings and / or part ownership in the land / or the rights to build additional dwellings. The municipality building regulations provide for one primary dwelling and a multiple of “secondary dwellings” depending on number of hectares.

The original purpose of “secondary dwelling” was to provide accommodation for farm employees or other family members. There was room to test the maximum allowances of secondary dwellings, enough to make such a dwelling suitable for a vacation residence.

Owners and real estate agents accelerated the breakup of farms or fractionalisation of ownership to unlock real estate value. In many cases, the rights to a new dwelling or existing dwellings were sold in the **undivided share** method lacking definition and usage agreements.

The most common reason to acquire property was, and still is, for a holiday destination within a rural environment. The new entrants became custodians of farms that were not to be “farmed”. This category of owner lacked the will / desire, the understanding and experience, and / or the financial resources capital, to plant crops, raise and nurture livestock, fence large areas, and clear undesirable, invasive vegetation.

Today, there are a small number of landowners still engaging in farming practises. Within this small group, even less are managing commercial farming enterprises. Some are likely to be doing it for recreation. There are other incentives such as tax deductions and lower municipality rates.

Fractional ownership and the breakdown of the viable farm has led to a **break down in land custodianship, accountability to the land, and a disconnect with the local people in terms of the exchange of services (employment).**

An age of Inaction

Few landowners have the resources and desire to clear and rehabilitate areas from invasive plants; and form defined, permanent or regular financial commitments with local people. Many landowners continue to have a few vacations per year, engaging in ad hoc or highly limited action and commitments in comparison to viable sustainable farming.

Group forums and other forms of **collectivised responsibility** have become popular ways to set aside the weight of responsibility that accompanies this kind of asset.



Many fractionalised co-owners, and owners of small non economical farms choose to form an organisation to help solve these challenges.

There is an over reliance on community forums, escaping or de-emphasizing farm by farm accountability. The land continues to deteriorate, the local community stay detached.

The Negative Effects of Fractional Ownership for the land (the environment)

The new diluted structures provided less incentive, to prevent the spread of the invasive plants, less financial capability to rehabilitate. There are some landowners that defied this trend without having commercially viable farms, but such owners are the exception.

The plant (acacia cyclops) went rampant, devouring thousands of hectares in the area, unopposed. Attempts to curb its growth have come in the form of programmes that have released foreign organisms. These initiatives may be working but the *rate of increase is greater than their impact*.

The firewood (rooikrans) is very popular / in high demand. The wood is limited to the trunk and base branches. The discarded bush takes up a large space from which the seeds germinate. The act of cutting the wood stimulates the reproduction. Wildfires and controlled burns have an even greater impact on the rate of germination.

The cost of removing the bush, preventing an even faster rate of reproduction (caused by harvesting or fire) makes the exercise costly. Constant inspections and follow up eradication are required for years before the indigenous seedbank can take over/

The cost of clearing land is always more than the value of the firewood. To clear this bush, the landowner, must commit / **find additional funds above the value of the firewood.**

The Negative Effects of Fractional Ownership for local people

The crimes of the colonial and apartheid eras are well documented. On top of these constructs is far more recent development. As the Vermaaklikheid farms “fractionalised” into non-viable sizes for the purpose of holiday homes, so the participants / dependents / the workers of these farms became an unwanted burden to most of the landowners.

Families previously working and living on the farms, with last names such as Miggels, Michaels, were relocated to a designated area known as “skoolkop” where some very basic housing was provided, at that time.

It is incorrect and over simplistic to assume that the ex-inhabitants of the farms lost a utopian existence. There may have been hardships and inequities associated from those hierarchical structures of these farms in those times. Problems and exploitation aside, workers on these farms had purpose, dependable income, and houses to live in.

As the farms lost their function and ability to derive income, families had to rebuild their lives in their new homes, in a smaller space, with more personal freedom but an absence of employment structures and dependable income.

The current unemployment in this community is very high. There is substance and alcohol abuse. All the major social problems typical of marginal communities can be found in this settlement. Most of the productive members of this community engage in the following commercial activities:

Excluding the unemployed, the local community derives income in the following ways:

- **Ad hoc / casual** cleaning and gardening work, **Ad hoc / Casual** alien clearing.
- **Ad hoc** maintenance & construction though most new builds involve outside labour.
- Subsistence farming on land loaned or donated.
- Sea Fishing – a declining industry with irregular income
- Permanent employment on commercial farms outside Vermaaklikheid.
- **Permanent employment in tourism accommodation – eco tourism**

ECO TOURISM - a road to a sustainable "farm"

A minority of land owners have excess funds and time to perform good land custodianship, and to nurture, enduring, uplifting commitments with the community

For the majority of landowners, the challenge is to transform the "farm" into an income generating asset with the involvement of the community. Eco tourism is possibly the strongest, most accessible path to achieving such objectives. It is not the only way.

There are at least 18 properties doing regular rentals / offering accommodation in the area. It is our understanding that roughly 35 persons have regular or permanent employment on these farms out of a total working age population of roughly 80 – 90 persons.

While the act of providing employment is not a virtuous one, there is a valuable commitment between people and entities. Employees receive dependable income, opportunities to develop skills, gain experience, individual empowerment, and social mobility. The commitment can bring meaning to both employer and employee. It serves to reignite, re-engage local people with landowners, something that has declined since the fractionalisation of land took place. **Eco tourism is the largest employer in the area."**

In conclusion

Mr. Gersh was being **sincere in declaring his intentions to build a holiday home** for his family at the time of his applications 2010. He has owned this land for 15 years. He feels it is his right to adjust the functions of his assets on *his* land. He made those adjustments roughly halfway in this period.

“If Mr Gersh knew that his property doesn’t border the river, why would he pour illegal concrete to gain river access on my property? When Mr Gersh and his guests couldn’t access the river via my property he constructed a jetty, walkway and floating structure in a wetland area on the farm of the Borain family. He clearly had the intention to develop as close to the river as he can and to have access to the river.”

It is important to note that Mr. Burgers accusations do not concern the land involved in this Sg24 application. The grievances are directed at Mr. Gersh’s action as a neighbour of Mr. Burger. It seems that Mr. Burger’s accusations are aimed at discrediting Mr. Gersh, to question Mr. Gersh’s integrity with the hope to influence the progress of Mr. Gersh’s Sg24 application (?).

Be that as it may, the accusations can be addressed, and perhaps after doing so, it may seem that Mr. Burger’s actions have not been kind to the fauna and flora in his area of influence.

Mr. Burger is referring to a small area on the edge of his farm that is some distance from his properties and the spaces he uses. The area is not visible from his residence, and it is on the other side of his gates and fences.



Mr. Burger’s argument that no one should trespass and use one square inch of his land seems to have merit. It is in the detail of the matter and events where opinions, perspectives may change.

Precedence

Mr. Burger is speaking about one of three public river access points of the Vermaaklikheid area. For decades people from various parts of the area have used a slipway at this location to launch watercraft and engage in forms of recreation on the river. The area contained boats left on the bank for years. Landowners in the area launched both recreational boats from this point. Persons from skoolkop community would use the area on weekends. The area was not cared for.

Mr Gersh purchased his farm in 2009. At the time, the estate agency, Pam Golding, and previous owner informed him that this area was a recognised access to the river. Mr. Gersh made use of the access point with no objections from Mr. Burger or anyone representing him, **for ten years.**

Mr. Burger states that he suffered from an illness (2014) causing not be at the property for some years. This is regrettable and we are pleased that Mr. Burger made a recovery, nevertheless, to have raised no objection for ten years (December 2019) seems contrary to his argument.

Mr. Gersh does not accept the accusations on the actions he as alleged to have committed on this river access point. Mr. Burger and Mr. Gersh had misunderstandings regarding fence borders, but these matters were resolved with the new fencing erected in 2020. The specific area in focus is the river access point. There is satellite evidence that this slipway existed many years before Mr. Gersh acquisition in 2009. The existence of this slipway can also be verified by Mr. Burgers **immediate** neighbours. Josie Borain +27 83 419 4467; Bryn Groenewald +27 82 821 09 86 ; Ex neighbour Johan Albertyn +27 82 855 1422

Public Access : less than 10m from the centre of a public road

Precedence aside, the high-water mark of this slipway was **less than 10 meters from the centre of the public road**. It seems Mr. Burger is unaware of the rights of the public on this basis.

Closure and alterations made to the riverbank

In mid. 2020, Mr. Burger hired an excavation company from stilbaai. The driver was ordered to prepare land for olive trees to be planted in an area between 20 and 90 m from the high-water mark. During this work, the driver was asked to rearrange the riverbank by taking soil from the east side of the road to be used to cover the slipway and cover 40 – 50 m of riverbank / high water vegetation.

On that day, Vermaaklikheid' s three known public access points on the lower Duiwenhoks changed from three locations to two. Any evidence of a public slipway was no consigned to old images, satellite images and people's recollections.





“new” river bank / Highwater “ecosystem 2020 – done be digger loader

“After removal of the above- mentioned structures on my property “

Mr. Gersh did not remove any structures from the area Mr. Burger is referring to. Mr. Burger commissioned a digger loader to do this work. Mr. Gersh has stated that the area he is referring to was used by the public for many years. Mr. Gersh cannot take responsibility for the decades of use on this small parcel of land that Mr. is trying to pin onto him. Mr Gersh is also wanting to differentiate between the fence line misunderstandings and the river access point.

Mr. Burger achieved his goals.

Whether Mr. Burger unjustly / unlawfully removed one of Vermaaklikheid three river access points or whether he rightfully gained control of his land; **the subject has no relevance to Mr. Gersh’s application.** The allegations directed at Mr. Gersh are unsubstantiated, and irrelevant to the Sg24. Mr. Burger’s narrative is not related to the land in the Sg24. **This land is not owned by Mr. Burger.**

Objections Page 11 and 12

“Mr Gersh constructed another structure on the property of the Borain family to allow his guests river access.”

Mr. Gersh is has a long-term lease on this specific area. The detail of this lease is included in the SG 24 submission document. Josie Borain, owner of this land can be contacted for verification and additional information. +27 83 419 4467, ejborain@iafrica.com. Is Mr. Burger trying to speak for another farm owner (?), and in that case, is aware that his narrative is not shared by the Borain Family?

“These structures were erected within a wetland area. “

Mr. Burger is making judgements / statements about the ecology and environment from an **unqualified position**. Is this area any more sensitive to the area where Mr. Burger incurred the attention of the department of environment a few years ago? Mr. Burger’s area contains conventional jetty + concrete & stone slipway + large entertainment structure – all situated within the highwater and tidal zone. The area that Mr. Burger chooses to focus on is covered extensively by the environmental consultants in Mr. Gersh’s application.

“I was informed by Mr Gersh that he will employ the services of Cape Nature to assist and approve the construction of a jetty. Why then is the jetty included in the S24G application. Mr Gersh placed a blank poster onto the jetty structure. Was this to give the impression that an official application was underway”

Mr Gersh cannot recall having had any communication with Mr. Burger regarding developments on his property or the land he leases. Please would Mr. Burger submit proof of the communication with reference to the statement about Cape Nature. Mr. Gersh says there *are* signs at the dock regarding water safety and farm boundaries.

Dear Guest,

Please enter the water at the steps. Take care as the surface can be slippery. No diving headfirst.

The area behind this sign is private property. Guests and residents may not walk on the bank, fish or engage in any activity on this land.

Pls. be sure to remove all litter and keep the river area pristine. Smoking and the making of fires is strictly forbidden. Thank you.

Mr Burger is showing images of steps on what he states is on the neighbouring farm 503/3. The neighbouring farm is owned by the Borain Family. Mr. Gersh and The Borain family have a lease agreement, amongst many other farm-to-farm cooperation arrangements. A copy of this agreement has been submitted in the sg24 application.

LAND LEASE AGREEMENT

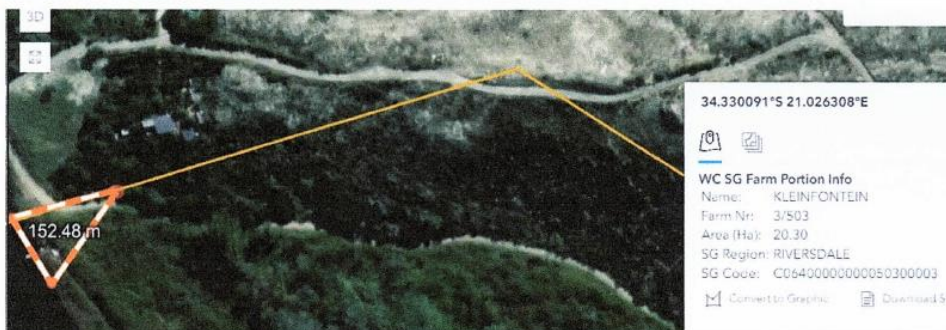
LESSOR: Josie Borain - ID Number 6304170012082

PROBOR PTY LTD Farm 503/portion 3 Vermaaklikheid, district Riversdale

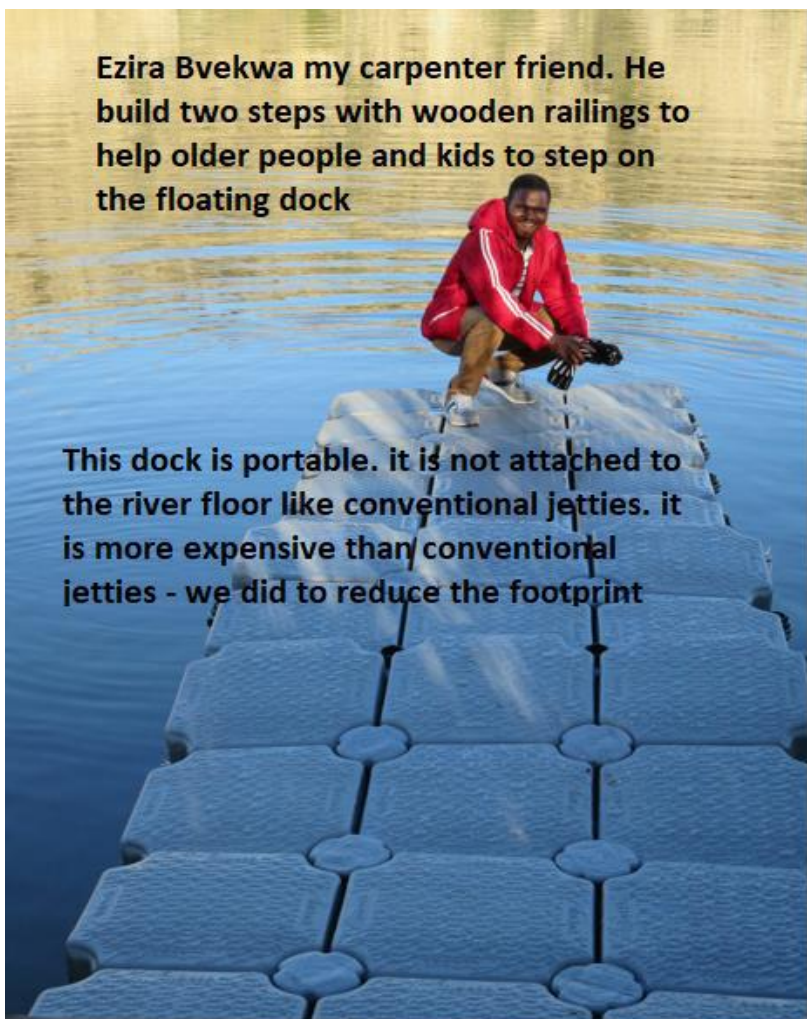
LESSEE: Jonathan Gersh Id 7004205603082

Farm 499/ portion 9 Vermaaklikheid, District Riversdale

1. AREA : shown in the diagram below – highlighted in white-orange font.



What is Mr. Burger alleging has happened? Why does Mr. Burger focus his attention on Mr. Gersh's neighbour's land where Mr. Gersh and the Borains are happy with current affairs? Mr. Gersh's jetty is a temporary floating dock that has been described in a detailed manner by Peet Botes and Enviroafrica (Clinton Geyser). The dock is arguably the most ecologically sensitive structure of this function (a jetty) possible. The dock cost a lot more than a conventional jetty. Mr. Gersh has tried hard to achieve the lightest impact on the high-water area as possible.



Objection page 13: allegations of Drones, Jet skis and “howl”ing dogs

There are several rental properties in the area. It is possible that a guest at one of these properties, including a guest at Mr. Gersh’s property, may have flown a drone, some time in the past 7-8 years, coinciding with a visit from Mr. Burger to his holiday property? Perhaps.

Drones are not permitted to be flown by guests at Mr. Gersh’s property.

Jet skis are not allowed. Mr Gersh can supply evidence of rejecting an Airbnb inquiry of a guest wishing to bring a jet ski 6 or 7 years ago.

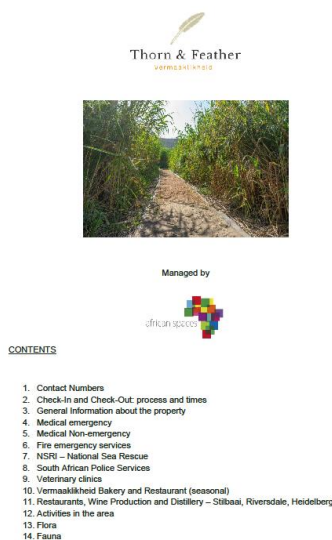
The property does accept dogs **on application**.

It is important to note that Thorn & Feather provides detailed information in the prearrival information and property manual. A copy of the property house manual has been given to the Hessequa Municipality. Please see another extract from Mr. Gersh’s motivation document.

“The Guest Experience”

To follow are some extracts from the property manual, pre arrival literature and website content. The content is to highlight a few priorities for Thorn & Feather as the host:

1. Respect for the environment, specifically the highwater areas, the indigenous vegetation surrounding the property.
2. Respect for the area in general including neighbouring properties.
3. Celebrating and promoting the environment (resource of nature itself)
4. The overall guest experience.




CONTENTS


1. Contact Numbers
2. Check-In and Check-Out: process and times
3. House Rules and Local Regulations ←
4. General Information about the property
5. Medical emergency
6. Medical non-emergency
7. Fire emergency services
8. NSRI – National Sea Rescue
9. South African Police Services
10. Veterinary clinics
11. Vermaaklikheid Bakery and Restaurant (seasonal)
12. Restaurants, Wine Production and Distillery – Stilbaai, Riversdale, Heidelberg
13. Activities in the area
14. Flora ←
15. Fauna ←

3. HOUSE RULES

Only registered guests (as per booking communication) may sleep at the property.

The property may not host events / large social functions. No loud music. 

Children are to be always supervised. Special attention should be given to their safety in the river and the plunge pools. The property cannot be held responsible for their safety.

Drones may not be flown in the area. 


Riverbank. Please stick to the floating dock and river walkway. Guest may not fish, pump prawns or wander on neighbouring properties.




4. LOCAL REGULATIONS



The lower Duivenhoks is classified as a sensitive ecological area and governed by a conservancy in conjunction with the Hessequa Municipality. There is an enforced speed limit of 10 km/h. Jet skis and water-skiing activity may not take place. Below are some of the key principles and by laws regulated on this river to be found on the website:

"The Duiwenhoks is not a skiing River. Boats need to watch out for swimmers and canoes. Slow down when passing a jetty! Please always drive responsibly with due consideration for houses, jetties, small craft and other users of the river". This is some of the content you will find on the link below. 

"The Duiwenhoks is not a skiing River. Boats need to watch out for swimmers and canoes. Slow down when passing a jetty! Please always drive responsibly with due consideration for houses, jetties, small craft and other users of the river". This is some of the content you will find on the link below. 



duiwenhoksconservancy.co.za/2010/11/15/boating-regulations-for-the-duiwenhoks-river/

5. FACILITIES and SERVICES

Boat Launch / Slipway



There is no boat launch facility on the property. Guests are asked to not approach neighbouring properties / their owners to ask for use of their private slipways. There are two public slipways in the area. Please speak with your host to get details.

Respect for Neighbours
Respect for the environment



6. Pet Policy

Pets may not enter the property without consent of the Host. Guests wishing to bring their dog (s) should communicate their intentions at the time of booking or on receipt of this document. The property cannot receive more than two dogs per group. There is a moderate additional charge – this fee goes towards additional cleaning.

Dogs that have an aggressive nature / have the potential to be hostile towards our staff; have tendencies to roam; dogs that may harass livestock in the area ... cannot be accommodated.

Guests bringing a dog (s) are requested to bring their bedding / baskets and ensure they do not use the furniture and the beds at any time during their stay. There is a poop scoop provided in the garden. Guests are asked to please remove turds to help reduce flies and to keep the wild garden as they found it.

Thanks ...we love dogs by the way It's just more complicated than that!

Page 15 and 16 Objections

Mr. Burger quotes a letter sent by Mr. Gersh to Mr. Burger in 2020 and a summary of his “hope” / request to the department for this application to be rejected.

Mr Gersh own words below:

I purchased the land in 2009. In 2010, I received a written objection to my building plans with the Hessequa Municipality from Mr. Burger. As mentioned, the municipality disregarded his objections. I pushed on with my construction and enjoyed the property for many years, without any communication from Mr. Burger.

In October of 2018, a fire swept through the area. Much property was lost, and a firefighter lost his life. Mr. Burger was conspicuously absent when the fire began to threaten his timber residential structure. I drove a bakkie-sakkie and working with a team during the early hours of the morning, managed to douse flames behind his property. I contacted Mr. Burger for the first time and asked his permission to use water from his tanks to do this. His house did not burn down.

In December 2019 I met with Mr. Burger in person for the first time. In this meeting he notified me that he would be closing off the river access point. I asked him to reconsider. He would not. I listed many other seemingly trivial and obscure grievances, except for a legitimate issue to do with our fence borders. I accepted the findings of a reputable surveyor and that border line and related property matters have been adjusted and respected ever since. I tried my best to establish a level of tolerance and relative harmony neighbour to neighbour – he would have none of that.

In 2020, Mr. Burger removed the slipway and fenced off the river. I contemplated taking legal action and reporting the matter to various authorities. There were many local inhabitants of Vermaaklikheid who felt the same way. My neighbour to the south, the Borain family, offered me a solution. They would lease a small portion of their land.

To my better or worse judgment, I abandoned the matter with Mr. Burger and accepted my neighbour’s kind offer. A lease agreement was negotiated and put into practise. Yet, Mr. Burger seemed infuriated that I was able to get access to the river. As time passed, he and his attorney focused intently, obsessively analysing my property with the intention to report unlawful development to the Hessequa Municipality and Department of Environment.

It doesn’t help to say that many landowners in rural areas, fall into the trap of adding on structures and making walkways, jetties to enhance their properties, without doing the necessary applications. I have accepted my failings and committed to all the steps to rectify and make my property lawful.

I have enlisted to the assistance of reputable professionals including a surveyor, town planner, property attorney, environmental consulting firm and their partnering consultants. I have obeyed the municipality’s directive to **shut down the rental activity** until the matters are resolved. Despite **not earning income since November**, I have maintained my staff (Nella Coller, Hester Miggels) on full salary and continued with the upkeep of my properties and alien clearing.

Mr. Burger has track record of conflict with his neighbours. To the north side of his property, the previous owners suffered several years conflict and anxiety. Mr. Burger would not allow them to rent out their property, something they wished to do infrequently. Mr. Burger would **not give them reassurance that a buyer of their property would be able have access on the road they had shared for many years with Mr. Burger**. Johan and Thea Albertyn were forced to sell their property from a disadvantaged position.

The new buyer, Myrtle and Black Swart, have been denied permanent access to their newly acquired property. They are intending to develop alternative access. I have agreed to provide a servitude to form a part of their new route to their land, at no cost. The route covers a substantial distance over vegetation and steep mountain slopes. The road will require an expensive excavation job and SG 24 application. Blackie & Myrtle Swart +27 82 524 8489, can verify.



One person's conflict with his immediate neighbours has led to one 24 application and a potential NEMA application for the purposes of alternative access to the river and a person's residence, respectively. The irony is that Mr. Burger's *unreasonable* actions, *hypersensitivity* to personal privacy, and an appetite for numerous, large structures and non-commercial projects, has taxed environment to a far greater extent that those he in conflict with.

I conclude by highlighting a carefully chosen word in one of Mr. Burger's many objections. "I have never opposed Mr Gersh to develop a small cottage for him and his *small* family. "

I can find no reference to "*small family*" in my applications and related documentation. As a father of one, am I less eligible in terms of the size of the structures I may build? Who is Mr. Burger to assess the needs of his neighbour?

At the heart of the conflict is a person that has the audacity to judge his neighbours, and in so doing is trying desperately to control developments **on other people's land.**

It is not for me or any other landowner to judge Mr. Burger. I may not approve of

- the size and number of structures he has erected, and so close to the highwater.
- the non-commercial olive groves that have taken the space of indigenous vegetation.
- the fact that his properties are empty for most of the year.
- the lack of investment in clearing the alien vegetation outside his compound.
- his decision not to employ persons from the local community of Vermaaklikheid.

My views are *subjective* in nature and irrelevant to the laws that govern properties and land use.

I think Mr. Burger should trust the authorities and professionals to process my pending applications as they did for him, not so long ago.