

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
WASHINGTON

Felts Field Development, LLC v. Aero Center Felts Field, LLC

Felts Field Development · No. 2:25-CV-0368-TOR · Decided February 19, 2026

SUMMARY

The United States District Court for the Eastern District of Washington denied Aero Center Felts Field, LLC’s motion for partial summary judgment on its unlawful detainer claim and request for a writ of restitution. The court held that unresolved issues concerning the Space Permit, Assignment Agreement, purchase option, Airport Board approval, mutual mistake, and failure of consideration could affect the parties’ rights to possession. The court also granted Felts Field Development, LLC’s request under Federal Rule of Civil Procedure 56(d) to continue proceedings for additional discovery.

CASE DETAILS

COURT	United States District Court for the Eastern District of Washington
JURISDICTION	United States District Court for the Eastern District of Washington
DECIDED	February 19, 2026
DOCKET	2:25-CV-0368-TOR
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for partial summary judgment on its unlawful-detainer claim and sought a writ of restitution. Plaintiff opposed the motion, asserted that genuine factual disputes existed, and moved under Federal Rule of Civil Procedure 56(d) for additional discovery.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The evidence must be viewed in the light most favorable to the nonmoving party. A Rule 56(d) movant must identify specific facts expected from further discovery, show that the facts exist, and demonstrate that they are essential to oppose summary judgment.
PRECEDENTIAL VALUE	unpublished

TOPICS

- summary judgment
- discovery dispute
- landlord tenant
- contract interpretation
- civil procedure

PRACTICE AREAS

civil procedure

contracts

real estate

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether Defendant was entitled to partial summary judgment on its unlawful-detainer claim and a writ of restitution based solely on its thirty-day termination notice.
2. Whether Plaintiff's contract defenses, including mutual mistake and failure of consideration, were sufficiently connected to the right of possession to be considered in the unlawful-detainer proceeding.
3. Whether Plaintiff satisfied Federal Rule of Civil Procedure 56(d) by identifying essential facts that further discovery could reveal and that could preclude summary judgment.

HOLDINGS

1. Summary judgment was premature because disputed and undiscovered facts concerning the validity, interrelationship, term, and approval requirements of the Assignment Agreement and Space Permit could affect Plaintiff's right to possess Bay Three.
2. Plaintiff demonstrated good cause for a Rule 56(d) continuance because it identified specific facts, discovery methods, and witnesses or documents relevant to essential issues affecting the possession dispute.

KEY QUOTATIONS

“The Court finds good cause to grant a continuance under Federal Rule of Civil Procedure Rule 56(d) to proceed with discovery and deny Defendant’s Motion for Summary Judgment.”

“Accordingly, while Defendant provided thirty days’ notice, it is not clear that the Assignment Agreement and the Space Permit are valid.”

“An unlawful detainer action is a summary proceeding to determine the right to possession of property.”

“The non-moving party must exemplify that “(1) it has set forth in affidavit form the specific facts it hopes to elicit from further discovery; (2) the facts sought exist; and (3) the sought-after facts are essential to oppose summary judgment.””

FACTUAL BACKGROUND

The parties executed an Assignment Agreement in November 2022 and a written Space Permit in February 2023 under which Defendant leased Plaintiff an airport hangar known as Bay Three. The Space Permit included a provision allowing termination on thirty days' written notice, and Defendant gave such notice on August 29, 2025, while Plaintiff remained in possession. The Assignment Agreement contemplated a sublease and purchase option, but the Spokane Airport Board did not approve the Space Permit and the parties' efforts to amend the arrangements to comply with the Airport Board were incomplete. Plaintiff contended that the agreements were connected and potentially affected by mutual mistake, failure of consideration, and the Airport Board's approval requirements.

PROCEDURAL HISTORY

Plaintiff filed an action involving possession of an airport hangar, contract disputes, rescission, and declaratory relief. Defendant filed affirmative defenses and a crossclaim for unlawful detainer, then moved for partial summary judgment. The district court denied the motion and granted Plaintiff's Rule 56(d) request to continue proceedings for discovery.

DISPOSITION

other

REMAND INSTRUCTIONS

The case was not remanded. The parties were permitted to proceed with discovery, and Defendant was permitted to renew its summary-judgment motion as the case proceeded.

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 251, 257
- Sartor v. Arkansas Gas Corp., 321 U.S. 620, 624
- Celotex Corp. v. Catrett, 477 U.S. 317, 323
- T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass'n, 809 F.2d 626, 630-31
- Josephinium Assocs. v. Kahli, 111 Wash. App. 617, 624-25
- Spokane Airport Bd. v. Experimental Aircraft Ass'n, Chapter 79, 198 Wash. 2d 476, 483-84
- Heaverlo v. Keico Industries, Inc., 80 Wash. App. 724, 728
- Port of Longview v. Int'l Raw Mats., Ltd., 96 Wash. App. 431, 437
- Wilkinson v. Sample, 36 Wash. App. 266, 272
- Krause v. Mariotto, 66 Wash. 2d 919, 920
- Am. Cont'l Ins. Co. v. Steen, 151 Wash. 2d 512, 532 n.6
- Busch v. Nervik, 38 Wash. App. 541, 547
- Paopao v. State, Dep't of Soc. & Health Servs., 145 Wash. App. 40, 50
- Super Valu Stores, Inc. v. Loveless, 5 Wash. App. 551, 554
- Stahl v. Schwartz, 67 Wash. 25
- In re M.D., 110 Wash. App. 524, 542
- InteliClear, LLC v. ETC Glob. Holdings, Inc., 978 F.3d 653, 662
- Midbrook Flowerbulbs Holland B.V. v. Holland Am. Bulb Farms, Inc., 874 F.3d 604, 619-20
- Tatum v. City & Cnty. of San Francisco, 441 F.3d 1090, 1100
- Chance v. Pac-Tel Teletrac Inc., 242 F.3d 1151, 1161 n.6
- THI-Hawaii, Inc. v. First Com. Fin. Corp., 627 F.2d 991, 994

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